Attachment E (continued)

EMC Infrastructure Managed Services (IMS) Terms

1. Disengagement/Transition/Wind-Down Services

   In the event of termination or expiration of the Agreement or any SOW, Customer and Provider shall use commercially reasonable efforts to agree on a Disengagement Plan (a) at least sixty (60) days prior to the expiration of the applicable SOW; or (b) in the event of termination, within thirty (30) days immediately following notice of such termination. The terms of the Agreement will continue to apply during any Disengagement Period except to the extent mutually agreed to in the Disengagement Plan.

2. Change in Customer Laws

   Customer shall promptly identify and notify Provider of any changes in law, including regulatory requirements, that may relate to Customer's use or Provider's delivery of the Services. The parties shall work together to identify the impact of such changes on how Customer uses, and Provider delivers, the Services. In the event that a change in law results in Provider being unable to deliver the Services, or results in an increase in the cost of providing the Services that Customer declines to pay, Provider may suspend its obligation to provide the affected Services with no further liability under the applicable SOW, and Customer shall be responsible for any losses arising from any noncompliance by Customer with any law relating to Customer's use or consumption of the affected Services. If a change in law prevents or delays Provider from performing its obligations under this Agreement, the parties shall endeavor to develop and implement such changes to the Services as may be required in order to comply with changes in law; provided that Customer shall be responsible for any additional fees for the Services and costs incurred by Provider in connection with the changes to Services, at Provider's then-current rates.

3. Service Levels

   Provider shall perform the Services in accordance with Appendix 2 (Service Level Methodology) and the Service Levels set forth in the applicable SOW. In the event Provider fails to meet the applicable Service Levels, the Service Credit calculated in accordance with Appendix 2 (Service Level Methodology) and the applicable SOW shall be Customer's sole and exclusive remedy. Provider shall not be responsible for the failure to meet any Service Level to the extent that any such failure is attributable to any of the Excused Events set forth in Appendix 2 (Service Level Methodology).

4. Tracking of Use/Consumption of Services

   For consumption-based Services, Provider shall monitor and/or audit the billable volumes in order to calculate the applicable fees. Provider shall conduct such activity through the use of electronic means, remote access and/or on-site inspection by Provider's Personnel in order to authenticate Customer as the user of the Services and verify the Customer's billable volumes. Customer will take any actions required by Provider to permit such tracking of billable volumes and provide access to all necessary equipment. If Provider is unable to monitor billable volumes for any reason, Customer shall pay an amount for the affected Service period based on Customer's average billable volumes during the previous three (3) months. Provider shall promptly notify Customer of an inability to electronically and or physically access the Assets, as applicable, and work cooperatively to reestablish access. Once access is reestablished, then Provider shall provide a corrected invoice for the affected Service Period.

5. Audit

Audits Generally

Provider shall cooperate with Customer's reasonable audit requirements as such requirements are articulated in an applicable SOW, to enable Customer and its Approved Auditors to conduct appropriate audits of the Services as required by the applicable SOW; provided, however, that in no event shall Provider be obligated to (a) disclose confidential information of any third party to whom Provider owes a duty of confidentiality, or (b) disclose proprietary information regarding the means and methods by which Provider provides the Services. In furtherance and not in limitation of the foregoing, if reasonably required to protect Provider's confidential and proprietary information or to avoid breaching a confidentiality obligation owed to a third party, Provider may elect to provide (in good faith) data/information responsive to an inquiry rather than access to the associated systems, controls, equipment, or other materials. Customer will not be granted access to any facilities, equipment, or materials that (a) are not directly and solely related to the provision of the Services for Customer and/or (b) contain the proprietary or confidential information of a third party. The results of any audit shall be considered the Confidential Information of Provider.

Audit Procedures

Upon request, at reasonable times during business hours, and upon at least thirty (30) business days' prior notice to Provider and no more than once per year, Customer and Approved Auditors shall have access to Customer's records and Provider records directly related to the Services in order to audit Service Level performance and the accuracy of Provider's invoices, provided that no such information shall be taken offsite or otherwise disclosed to any third party. Notwithstanding anything herein, Customer and its Approved Auditors shall not have access to other Provider records, records of other Provider customers or suppliers, or records related to Provider's internal or third party costs or cost structure. Approved Auditors shall observe such procedures as Provider may reasonably require to protect any information disclosed to them, all of which shall be deemed to be Provider's Confidential Information. Customer shall cause Approved Auditors to perform entry and exit interviews, and to provide Provider with copies of the audit reports.

Costs

If Provider is required to provide services or incur costs, other than of a routine nature, in connection with any audit performed pursuant to this Section, then Customer shall pay for such services and costs at Provider's then-current rates.

6. Security

Provider will comply with the Provider security framework detailed in Appendix 3 (Security Framework), and any additional security requirements set forth in an SOW.

7. Relationship Management

Governance

Governance of the parties' relationship pursuant to this Agreement will follow the guidelines and principles set out in Appendix 4 (Governance). Each party will make management decisions, respond to the communications and perform the other governance responsibilities set forth in Appendix 4 (Governance) in a timely manner.

Dispute Resolution

Any dispute arising under this Agreement shall be considered in person or by telephone by the Customer Relationship Manager and the Provider Service Manager within seven (7) business days of receipt of a notice from either party specifying the nature of the dispute; provided, however, that a dispute relating to Provider's proprietary rights or intellectual property rights shall not be subject to this Section and Provider shall retain

the right to pursue its rights and remedies in law and equity. Unless the Customer Relationship Manager and the Provider Service Manager resolve the dispute, such dispute will be escalated through the process described in Appendix 4 (Governance).

8. Customer Responsibilities

Use of Services

Except as otherwise provided in an SOW, the Services shall only be used for the internal use and benefit of Customer and Customer shall not permit any third party to access or use the Services. Customer will not use, and will not authorize any third party (other than Provider, if applicable), to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Provider Confidential Information or Services be (i) disclosed or distributed in source code form, (ii) made available free of charge to recipients, or (iii) modifiable without restriction by recipients. Provider owns all intellectual property rights in the Services, or Provider has the rights necessary to provide to provide Services as contemplated by this Agreement. Except the right to use the Services as set out herein, this Agreement does not grant Customer any rights to, or in, any intellectual property or any other rights or licenses in respect of the Services and Provider and its third party providers reserve all rights not expressly granted herein. Provider owns any ideas, suggestions or other feedback that the Customer may provide to Provider with respect to the Provider business, products and/or services (including the Services), and Customer hereby assigns all right, title and interest to such feedback to Provider.

Customer Data and Licenses

Customer represents that it: (i) owns or has the right to use all Customer Materials, data and content which are processed by, stored on or used in relation to the Services; and (ii) has all necessary licenses and permissions for usage of any third party software to be supplied/provided by Customer to Provider and used with the Services. Customer hereby grants to Provider the right to use all such data, content and third party software solely for the purposes of this Agreement and the performance of Provider's obligations hereunder. Customer shall encrypt any data or content prior to storage of such data or content on Provider's platform.

Provider offers Services to other customers in addition to Customer, and with respect to tenant compute security capabilities, the responsibility for deploying, implementing and measuring compliance is the responsibility of the applicable customer/Customer. To the extent applicable to the delivery of agreed upon specific contracted for Services, Provider will comply with the intent of the security controls agreed upon in this Agreement or an applicable SOW. Applicability of specific agreed upon controls for Services shall be listed in the applicable SOW.

Customer Managers

Customer shall maintain an individual who shall serve as the primary Customer representative under this Agreement ("**Customer Relationship Manager**"). The Customer Relationship Manager shall: (a) have overall responsibility for managing and coordinating the performance of Customer's obligations under this Agreement and (b) be authorized to act for and on behalf of Customer with respect to all matters relating to this Agreement.

Customer Responsibilities

Customer shall, upon Provider's request: (1) make available to Provider, Customer technical personnel familiar with Customer's business requirements; (2) provide to Provider complete and accurate information regarding Customer's business requirements in respect of any work to be performed by Provider under the applicable SOW; (3) respond within the time period specified in this Agreement or the applicable SOW (or if no time period is specified, within three (3) business days) to all Deliverables presented to Customer by Provider for Customer's approval, or other requests for approvals, which approval shall not be unreasonably

withheld or delayed, provided however approval shall be deemed to have been provided if Customer has not responded within the applicable time; (4) cooperate with Provider; (5) promptly notify Provider of any third party claims or invalid or nonexistent licenses that may have an impact on this Agreement or the Services; (6) give Provider Personnel and its subcontractors access to the Customer Service Location to the extent reasonably necessary for them to perform the Services, including to effect the necessary adjustments, maintenance and repairs; (7) provide any Required Data, and (8) perform all other obligations of Customer described in this Agreement and any SOW. Customer shall not act in a way that affects or impacts the Assets or Services without Provider's prior written approval.

Remote Access

Customer shall provide and maintain remote access to Provider for the purposes of providing the Services. Any equipment and software needed to enable electronic communications for the purposes of providing remote access shall be provided by Customer to the specifications stated in the applicable SOW. Customer authorizes Provider to store at the Customer Service Location, or load onto the products used for electronic communications, such equipment and programming as may be needed by Provider to track usage levels or perform any repair or maintenance related services for the Assets.

Customer Resources

Customer shall provide to Provider, at no charge to Provider: (a) use of space for the Assets (if any), at a time on or before arrival of the Assets; (b) necessary power, cooling and space required to support the Assets; (c) servers, power and network connectivity required to support the Assets and any related software; (d) access to any Customer Service Location(s) and related facilities and infrastructure that Provider reasonably requires for business purposes in connection with the performance of the Services; (e) full access to, and use of, the Customer Supplied Products, which Customer shall maintain in good repair and working and usable condition as required by Provider to provide the Services; and (f) such other resources specified in the Agreement and the applicable SOW. Customer shall further provide Provider with the services, utilities, equipment and supplies reasonably necessary for Provider to provide the Services consistent with that which Customer provides to its own personnel, including office space, office furnishings, janitorial service, local telephone service, utilities (including air conditioning), office-related equipment, supplies, duplicating services, and premises security in the Customer Service Locations. At all Customer Service Locations, Customer will provide Provider access to and use of Customer's voice and data telecommunications equipment and transmission lines, including printers, terminals and cabling. Customer will give Provider access to such facilities twenty-four (24) hours a day, seven (7) days a week. Customer shall provide adequate storage space for spare parts and adequate working space including heat, light, ventilation, electrical current and outlets for the use by Provider's Personnel. These facilities will be within a reasonable distance from the Assets to be serviced and will be provided at no charge to Provider. Customer shall maintain and repair all facilities accessible by Provider in compliance with all laws. Customer will be responsible for all reasonable leasehold improvements to the Customer Service Locations required for Provider to deliver the Services. Customer will also be responsible for all costs and expenses associated with any relocation of Provider's operations that are done at Customer's request, provided that nothing contained herein shall obligate Provider to relocate operations unless mutually agreed to by the parties in a Change Order. Customer shall ensure that Provider is legally authorized to use any resources provided by Customer.

Product Utility

To the extent Provider is providing Assets for Customer's use, such use shall be in accordance with Appendix 5 (Assets).

9. Proprietary Rights

Customer Software

Customer hereby grants to Provider, or undertakes to secure the necessary rights for Provider from the owner of the Customer Software on behalf of Provider as applicable, at no cost to Provider, a nonexclusive right to access and use, load, execute, store, transmit, display, copy, maintain, the Customer Software in connection with the provision of the Services. Upon the expiration or termination of the Agreement, the rights granted to Provider in this Section shall immediately terminate and Provider shall, at Customer's request, cease all use and make available for return to Customer, or at Provider's option, certify destruction of Customer Software (including copies) to Customer. Unless otherwise specified in an SOW, Customer shall pay all costs and expenses with respect to the Customer Software, including the costs associated with maintenance, license payments, insurance, taxes and the consents. Except as set forth in an SOW, Customer is responsible for maintaining, upgrading, and replacing the Customer Software as necessary for Provider to deliver the Services. In the event that Customer does not comply with such obligations, Provider shall be excused from its obligation to perform the Services, including Provider's obligation to meet the Service Levels, to the extent that its inability to meet such obligations is caused by Customer's failure to comply with its obligations under this Section.

Provider Proprietary Software

To the extent use by Customer of Provider Proprietary Software or other Provider proprietary information is authorized or contemplated by an SOW, Provider grants Customer a limited license to use the Provider Proprietary Software solely for Customer's internal use in connection with its receipt of Services for the Term unless sooner terminated or cancelled. The foregoing licenses shall be non-exclusive, non-transferable, non-sublicensable, revocable and subject to the restriction that the Provider Proprietary Software be used solely in the manner described in the applicable SOW and for no other purpose. If authorized, the license contemplated herein shall solely apply to Provider Proprietary Software. Provider may terminate licenses, without liability, if Customer breaches this Agreement or any SOW, or if this Agreement is otherwise terminated or suspended. Upon any such termination Customer shall cease all use and if applicable, certify destruction or erasure of Provider Proprietary Software (including all copies). Customer shall not, without Provider's prior written consent, copy, provide, disclose or otherwise make available Provider Proprietary Software in any form to anyone other than Customer or Customer Representatives, who shall use Provider Provider Proprietary Software solely to the extent necessary to receive the Services as contemplated by the applicable SOW and solely for Customer's internal business purposes. In no event shall Customer's internal business purposes be construed to include use of the Provider Proprietary Software by Customer's customers, unless otherwise stated in the applicable SOW. Customer shall be liable to Provider for the compliance of its personnel herewith.

Provider Third Party Software

Where Provider Third Party Software is licensed by Provider for use in the provision of Services, Provider will procure a license for Customer to access and use the Provider Third Party Software, solely to the extent necessary for the receipt of Services under the relevant SOW. The license insofar as it relates to an SOW will terminate on the expiration or termination of that SOW. Provider may be required to flow down terms related to Provider Third Party Software to Customer. In such event, Provider shall provide such additional terms and conditions to Customer upon request.

Deliverables

Provider shall retain ownership of all Deliverables, work product and all other materials provided to Customer (Provider does not perform work for hire), provided that Customer shall retain ownership of its Confidential Information embedded (if any) in any such Deliverables or other materials. Provider grants Customer for a period of one year following termination of the Services, a non-exclusive, non-sublicensable, non-transferable license to use, copy, maintain and modify such Deliverables or other materials solely for Customer's internal business purposes and solely in conjunction with the Services or disengagement from the Services; Customer shall not provide or otherwise disclose Deliverables or any Provider intellectual property to any third party,

including any third party service providers or Provider competitors (as reasonably determined by Provider), without prior written consent from Provider.

Ownership of Provider IP

No title to, or ownership of, the Provider Proprietary Software or documentation is transferred to Customer. Neither Customer nor any of its agents, personnel, or independent contractors shall modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, reverse compile or otherwise reduce to human readable form the Provider Proprietary Software without Provider's prior written consent. Any Provider Proprietary Software that is accompanied by a "break-the-seal" hard-copy license agreement or is obtained after indicating acceptance of a license agreement by electronic means shall be governed solely by the terms of this Agreement and the applicable SOW and not by the terms of such accompanying license. Any Provider Third Party Software shall be governed by the terms applicable thereto. Provider does not convey nor does Customer obtain any right in programs, configurations, systems or materials utilized or provided by Provider in the ordinary course of business in the performance of the Services other than as described in this Agreement. Provider may bring onto and store at Customer's premises certain manuals, tools and software which will be used by Provider to maintain the Assets, and Assets may have maintenance code loaded on them from time to time. Such manuals, tools and software, including maintenance code, are the property of Provider, regardless of whether or not such items contain any confidential markings, and Provider may remove all such manuals, tools and software at any time. To the extent required, Customer hereby grants Provider the right to execute Provider's maintenance-related software on the Assets and any host central processing unit to which such Assets are attached. Notwithstanding anything to the contrary in this Agreement, Provider shall retain all right, title and interest in and to any and all ideas, concepts, know-how, development tools, developments, methodologies, processes, procedures, technologies or algorithms and tools which are based upon trade secrets or proprietary information of Provider, including all enhancements, modifications or improvements thereto. Provider retains all rights not expressly granted herein.

Reservation of Proprietary Rights

Each party reserves for itself all proprietary rights that it has not expressly granted to the other. Provider and/or its licensors own all intellectual property rights in the Services and any Deliverables. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, any intellectual property or any other rights or licenses in respect of the Services. Provider shall not be limited in developing, using or marketing services or products which are similar to the Deliverables or Services provided hereunder, or, subject to Provider's confidentiality obligations to Customer, in using the Deliverables or performing similar Services for any other projects or customers.

10. Warranties

Mutual

Each party hereby warrants to the other that: (a) it is a corporation duly incorporated and in good standing under the laws of its state of incorporation; (b) the execution of this Agreement has been duly authorized by the requisite corporate action on the part of such party; (c) it has obtained (or will obtain) all licenses, authorizations, approvals or permits required to perform its obligations under this Agreement, except to the extent the failure to obtain any such license, authorizations, approvals, consents or permits is, in the aggregate, immaterial; (d) it shall comply with all laws applicable to such party during the Term.

By Provider

Provider warrants that all Services provided hereunder will be provided in a professional and workmanlike manner. Provider shall use commercially reasonable efforts to deliver the Services in accordance with the applicable SOW.

By Customer

Customer warrants that: (a) all Customer information systems, Customer Service Locations and Customer Supplied Products that are required under an SOW shall be made available for use by Provider to provide the Services and are available and operating in accordance with their specifications; and (b) the Required Data is and shall be true and accurate and shall meet the requirements specified in the applicable SOW.

DISCLAIMER

PROVIDER DOES NOT WARRANT THE ACCURACY OF ANY ADVICE, REPORT, DATA OR DELIVERABLES PROVIDED TO CUSTOMER BY PROVIDER THAT ARE PRODUCED WITH OR FROM DATA OR SOFTWARE PROVIDED BY CUSTOMER. SUCH ADVICE, REPORTS, DATA OR DELIVERABLES ARE PROVIDED "AS IS", AND PROVIDER SHALL NOT BE LIABLE FOR ANY INACCURACY THEREOF. OTHER THAN AS EXPRESSLY SET FORTH HEREIN, THE SERVICES, CLOUD SERVICES AND ANY RELATED EQUIPMENT, SOFTWARE AND OTHER MATERIALS PROVIDED BY PROVIDER IN CONNECTION WITH THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR ANY RESULTS TO BE ACHIEVED HEREFROM. PROVIDER MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM, OR THAT ANY SERVICES WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF ANY THIRD PARTY TECHNOLOGY, ANY THIRD PARTY ACTION SUCH AS HACKING, OR ANY ACT OR OMISSION OF CUSTOMER, INCLUDING FAILURE TO ENCRYPT, AND PROVIDER SHALL HAVE NO RESPONSIBILITY THEREFOR. PROVIDER EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, REGULATIONS, OR OTHER OFFICIAL GOVERNMENT RELEASES APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER.

11. IP Infringement

Provider shall, at its own expense defend Customer against any claim by a third party that the Services infringe any copyright or United States patent and pay the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction to the extent that such are the result of the third party claim, or pay the amounts stated in a written settlement negotiated and approved by Provider. If the Services are subject to a claim of infringement or misappropriation or, in Provider's opinion, is likely to become, the subject of such a claim, Provider shall, at Provider's option and expense: (i) procure for Customer the right to continue use the Service; (b) replace or modify such Service so that it becomes non-infringing while retaining substantially equivalent functionality; or (c) if Provider determines that none of the foregoing are commercially reasonable, terminate this Agreement and/or the applicable SOW and refund to Customer the price paid for the allegedly infringing Services by Customer in the immediately preceding six (6) month period. Provider shall have no liability if the alleged infringement is based on: (1) combination of the Services or any Provider provided materials with (a) any products, services, items, or technology not provided by Provider, or (b) any non-Provider products or services; (2) use of Service (i) for a purpose or in a manner that is not expressly permitted by the Agreement, or applicable SOW, and/or (ii) after Provider notifies Customer to cease such use due to a possible or pending claim of infringement; (3) any modification to the Services not made by Provider; (4) any modifications made by Provider pursuant to Customer's or an end-user's specific instructions; (5) any intellectual property right owned or licensed by Customer (or any End User), including any data or information that Customer or a third party provides, records on or utilizes in connection with Customer's use of the Services and/or Provider's provision of the Services; (6) violation by Customer or an End User of Service Provider's acceptable use policy (to the extent applicable); and/or (7) any Provider product that was licensed or purchased by Customer under a separate agreement, in which case any third party infringement claim brought against Customer alleging infringement in connection with Customer's use

of such Provider product will be governed exclusively by the provisions of such separate agreement. This section states Customer's sole and exclusive remedy and Provider's entire liability for infringement claims related to the Services.

12. Third Party Products

To the extent Provider is responsible for the provision of Third Party Products hereunder, such Third Party Products shall be identified in the applicable SOW and this Section shall apply. Unless otherwise stated in the applicable SOW, Provider shall have no responsibility for the provision of Third Party Products. Notwithstanding anything herein to the contrary, Customer shall comply with all terms and conditions applicable to such Third Party Products as included in the SOW and such terms and conditions shall supersede any conflicting terms in this Agreement.

With respect to any Third Party Products provided by Provider under this Agreement, Provider shall pass through to Customer, to the extent possible under Provider's agreement with the relevant vendor, the applicable indemnification rights it obtains from such vendor for such Third Party Products and Provider shall have no indemnification obligations with respect to such Third Party Products.

Appendix 1 – Definitions

"Approved Auditor" means Customer's auditors, with the exception of auditors that compete directly or through affiliates with Provider, that execute a non-disclosure agreement in a form acceptable to Provider.

"Asset" means the hardware, software and related assets installed at a Customer Service Location and used to provide the Services, including those detailed in an SOW.

"Asset Life" means the refresh lifecycle defined for that class of Asset in the SOW.

"At Risk Amount" means the maximum percentage of the monthly Charges which are available to be paid or accrued as Service Credits for that month.

"Business Day" means Monday through Friday, local time, excluding public holidays observed by Provider.

"Change" means with reference to the Agreement, Appendices and SOWs, a proposed change which would require a Change Order to be agreed between the Parties; and with reference to the technical environment, the proposed addition, modification or removal of an item that could have an effect on the Services.

"Change Order" means a document agreed upon by the parties in accordance with the Change Control Process that alters the terms or services described within an SOW.

"Change Window" means the period of time during which a technical Change has been approved for implementation, having regard to potential downtime and other impacts.

"Charges" means the monthly fees for the Services calculated in accordance with an SOW.

"Commencement Date" means the date defined as such in an SOW.

"Customer Material" means hardware, software, and any other materials and information to which Provider has been provided access in connection with the Services.

"Customer Supplied Products" means the products referenced as such in an SOW.

"Customer Representatives" means contractors and agents of Customer.

"Customer Service Location" means the Customer's location where Services will be delivered and where Assets may be located, as listed in an SOW.

"Customer Software" means software developed or owned by the Customer, and software used, licensed or leased by the Customer from a third party.

"Deliverable" means those written deliverables expressly identified as such in the applicable SOW.

"Disengagement Period" means the period during which Disengagement Services are delivered.

"Disengagement Plan" means the plan detailing the method and schedule of delivery of Disengagement Services, and the associated fees.

"Disengagement Services" means the services delivered by Provider to assist Customer in disengaging from the Services, as defined in an SOW.

"Earnback" means the process described in Section 7 of Appendix 2 (Service Level Methodology) by which Provider is able to earn financial relief from incurred Service Credits.

"Earnback Period" means the six (6) calendar months immediately following the month in which a Service Level Default is experienced, not including that month in which the Service Level Default occurs.

"Earnback Report" means a report, issued monthly, showing average performance against the Service Levels over the Earnback Period.

"Escalation Process" means the process set out in Section 6 of Appendix 4 (Governance Model).

"Excused Event" means an event aligning with an event type listed as such in Appendix 2 (Service Level Methodology).

"Go Live" means the date, specified in each SOW, on which the Steady State Services commence.

"Governance Model" means the model by which the relationship between the parties is governed, as set forth in Appendix 4 (Governance).

"In-Scope Environment" means the environment to which the Provider supplies the Services, as defined in an SOW.

"Key Performance Indicator", or **"KPI'** means a measure of Provider's performance of the Services which are not Service Levels and are not subject to Service Credits, but are specifically stated in the SOW or a run book.

"Measurement Period" means a calendar month during which Service Levels are in force.

"Personnel" means Employees, agents, subcontractors, consultants and representatives provided or to be provided by Provider to perform the Services pursuant to this Agreement.

"Provider Proprietary Software" means any and all versions of software licensed directly by Provider or Provider Affiliate (and not through distribution or sublicensing) as a standard Provider product.

"Provider Service Location" means the Provider locations from where Provider will deliver the Services.

"Provider Third Party Hardware" means hardware provided by Provider and manufactured by a third party that is used in connection with the Services.

"Provider Third Party Software" means any and all versions of software that is licensed by Provider from a third party that is used in connection with the Services.

"Required Data" means any data reasonably required by Provider from Customer to support Provider's performance of the Services.

"Root Cause Analysis" means the process and review by which the primary cause of an Incident or Problem is identified and determined.

"Security Incident" means any event, act or omission which is defined as a security incident within Provider's information security policies.

"Service Credit Allocation" means the weighting allocated to each Service Level within an SOW, expressed as a percentage, and referenced in the calculation of Service Level Credits.

"Service Credit" means the amount, calculated in accordance with Section 5 of Appendix 2 (Service Level Methodology), payable by Provider to Customer as a result of a Service Level Default.

"Service Establishment Services" means the activities performed in preparation for Go Live and the commencement of Steady State Services, as defined in an applicable SOW.

"Service Level" or **"SLA"** means a target performance standard applicable to Provider's delivery of the Services, as defined in an SOW.

"Service Level Dashboard Report" means a monthly report prepared by Provider and presented to Customer, detailing Provider's achievement against the Service Levels during the previous Measurement Period.

"Service Level Default" means a failure by Provider to meet or exceed a Service Level, determined in accordance with Section 4 of Appendix 2 (Service Level Methodology).

"Service Level Target" means the level of performance agreed between the parties for a particular Service Level.

"Service Window" means the period during each day within the Measurement Window when specific Service Levels are to be measured.

"Services" means the services specifically defined within an SOW.

"SOW" means a statement of work executed by the parties that describes the various services to be provided to Customer by Provider, including Services.

"Stabilization Period" means the period after Go Live during which any remaining Service Establishment Services are completed and any Provider-defined service improvement activities are undertaken in order to achieve stability within the Services, the length of such period to be defined in the SOW.

"Steady-State Services" means the Services defined as such in the applicable SOW.

"Third Party Products" means any equipment, software or other products and services provided by Provider to Customer under this Agreement but were obtained by Provider from a third party (such as an EMC select product, brokerage product, or any other technology, item or service not developed or manufactured by Provider) which Provider utilizes in providing the Services, including Provider Third Party Hardware and Provider Third Party Software.

Appendix 2 – Service Level Methodology

1 General

1.1 The methodology set out in this Appendix 2 will support the Service Level management cycle of agreeing, monitoring, reporting and improving the delivery of the Services to Customer.

1.2 Specific terms applicable to Service Levels are set out in SOWs (where relevant) including the Service Level definitions, their measurement criteria and how they are calculated.

1.3 Commencing on the first of the month following expiration of any Stabilization Period defined within an SOW, or where no Stabilization Period is defined, the first of the month following commencement of Steady-State Services, Provider will perform the Services with the goal of meeting or exceeding the Service Levels.

1.4 If the Services provided under any SOW are changed, modified or enhanced in accordance with the Agreement, the parties will review the Service Levels then in effect and in good faith determine whether the Service Levels should be adjusted, or whether additional Service Levels should be implemented in accordance with the Change Control Process set out in Appendix 4 (Governance Model).

1.5 If there is a Service Level Default in any Measurement Period, Provider will provide a Service Credit to Customer calculated in accordance with Section 5.1 below and take the other action described in this Appendix.

1.6 The parties acknowledge that the achievement of the Service Levels by Provider will require the coordinated, collaborative effort of Provider and Customer.

2 Measurements

2.1 Each Service Level will be measured during the Service Window applicable to the particular Service Level. The default Service Window, if none is specified for a particular Service Level, is 24 hours per day 365 days per year.

2.2 Provider will use appropriate tools and procedures to measure and report Service Level performance which will report at a level of detail sufficient to verify compliance with the Service Levels as set forth in this Appendix.

2.3 The Service Level Target for certain Service Levels is expressed as a percentage of events occurring during a Measurement Period. In such circumstances, if the number of events which occurred during a Measurement Period is less than or equal to 100, the following calculation will be applied to determine the number of events that Provider must successfully resolve to meet the relevant Service Level Target (and notwithstanding the percentage set out in the relevant Service Level description as the required level of performance):

2.3.1 the number of events which occurred during the Measurement Period will be multiplied by the relevant percentage; and

2.3.2 if the result of the multiplication referred to in Section 2.3.1 above is not a whole number, that result will be rounded down to the nearest whole number (or zero where the result is less than 1).

2.3.3 By way of example, if a Service Level description states that Provider must successfully resolve 95% of events within a specified period of time to meet the relevant Service Level:

i) if the number of events is 100, Provider must successfully resolve 95 events to meet the relevant Service Level (100 x 95% = 95 events);

ii) if the number of events is 99, Provider must successfully resolve 94 events to meet the relevant Service Level (99 x 95% = 94.05 events which is rounded down to 94 events); and

iii) if the number of events is 9, Provider must successfully resolve 8 events (9 x 95% = 8.55 events which is rounded down to 8 events).

3 Reporting

3.1 Unless otherwise set out in an SOW, Provider will report performance against all Service Levels monthly in the Service Level Dashboard Report.

3.2 Unless otherwise set out in an SOW, Provider will provide the Service Level Dashboard Report within fifteen (15) Business Days after the beginning of the month following the end of each Measurement Period.

3.3 In the Service Level Dashboard Report, Provider will state reasons for any Service Level Default and corrective actions being performed to prevent recurrence, and will report any Service Credits accruing.

3.4 The Service Level Dashboard Report data and detailed supporting information will be Confidential Information of Provider.

4 Failure to Meet Service Levels

4.1 If a Service Level Default occurs in any Measurement Period, Provider will:

4.1.1 Investigate, assemble and preserve pertinent information with respect to, and report on the causes of, the Incidents or other factors which led to the Service Level Default, including performing a Root Cause Analysis if Provider considers that it is warranted;

4.1.2 Promptly propose an appropriate, written corrective action plan for each Incident for which a Root Cause Analysis is conducted (unless a corrective action plan has already been implemented) and proceed to execute the action plan;

4.1.3 Advise Customer, as requested, of the status of remedial efforts being undertaken with respect to Incidents and Problems; and

4.1.4 Take appropriate preventive measures (where the measures are within the responsibility of Provider) so that in the reasonable opinion of Provider, the Incidents and Problem will not recur.

4.2 If a Service Level Default has occurred, and if Provider or Customer identifies a trend in Service Level performance which reasonably indicates that there will be a future Service Level Default, then Provider will perform a Root Cause Analysis of the trend, report to Customer on its findings and take any necessary steps indicated by the Root Cause Analysis to prevent an actual Service Level Default.

4.3 If there is dispute between the parties regarding achievement of Service Levels, the Escalation Process set out in Appendix 4 (Governance Model) will apply.

5 Service Credits

5.1 If a Service Level Default occurs under an SOW, and that Service Level Default is not excused in accordance with Section 10 below, subject to any Earnback opportunity in accordance with Section 7 Provider must calculate the Service Credits that may be payable in respect of that Service Level Default in accordance with this Section 5.

5.2 Any Service Credits calculated in accordance with 5.1 above will be reported to Customer in the Service Level Dashboard Report. Subject to any reductions resulting from Section 5.3 below, the value of such Service Credits will be accrued by Provider for the duration of the Earnback Period which applies to such Service Credit.

5.3 In no event will the total amount of Service Credits calculated in respect of all Service Level Defaults occurring during any Measurement Period exceed the At Risk Amount. The At Risk Amount is 8% of the Charges applicable to the relevant SOW. By way of example, if the actual amount of all Service Credits calculated for accrual for Service Level Defaults occurring under that SOW for a Measurement Period is greater than 8% of the Charges applicable to that month under that SOW, then each of those Service Credits will be reduced in equal proportions such that the total amount accrued is equal to 8% of those Charges.

5.4 In the event of a Service Level Default, the Service Credit is calculated by multiplying the Service Credit Allocation for the associated missed Service Level by the At Risk Amount, by the Charges applicable to that month under that SOW.

5.5 If Provider misses more than one Service Level in the month, then the Service Credit will be accumulated but at no time shall the Service Credit for a month exceed the At Risk Amount.

5.6 Any Service Credit calculated in accordance with this Section 5 shall be the sole and exclusive remedy for the act or omission that led to the failure to meet the relevant Service Level.

5.7 If multiple Service Level Defaults occur during a Measurement Period as the result of a single event, Provider shall only be liable for Service Credits related to the Service Level with the highest Service Credit amount.

6 Allocation of Service Credit Percentages

6.1 Customer will allocate Service Credit Allocations to the Service Levels, provided that at no time shall the sum of the Service Credit Allocations exceed 100%, nor shall the Service Credit Allocation to any individual Service Level exceed 20%.

6.2 Customer may provide written request to Provider increasing or decreasing the then-current Service Credit Allocation for one or more Service Levels.

6.3 The changes noted in Section 6.2 above may be made no more frequently than once every six (6) months, subject to the Change Control Process.

7 Earnback

7.1 Provider shall have the opportunity to earn back Service Credits as set out in this Section 7.

7.2 Where a Service Credit has been accrued in accordance with Section 5.2 above, within fifteen (15) days after each Earnback Period, Provider shall provide a report to Customer that will detail, with respect to each Service Level for which there was a Service Level Default within the original Measurement Period, the performance average for the Earnback Period.

7.3 Where, after accruing a Service Credit for a Service Level Default, Provider achieves a performance average for that Service Level greater than or equal to the Service Level Target in effect for that Service Level during the relevant Earnback Period, Provider shall "earn back" such Service Credit and the related accrual shall be adjusted to zero (0).

7.4 At the end of the Earnback Period, where the Service Credit has not been earned back in accordance with Section 7.3 above, Provider must pay Customer the amount originally accrued in accordance with Section 5.2 above by way of a credit to the following monthly invoice.

7.5 If any Service Credit remains accrued in respect of an SOW on the expiration or termination of such SOW, the Earnback Period will be the period between the end of the Measurement Period and such expiration or termination, and Provider must, within thirty (30) days after such expiration or termination, pay Customer the amount of any accrued Service Credits which are not earned back.

7.6 If, during a Measurement Period, a Service Level is removed from the SOW, Provider shall earn back any Service Credits assessed during the preceding six (6) months for Service Level Defaults for that Service Level, provided that Provider's performance for the duration of the last-measured Measurement Period was greater than or equal to the Service Level Target in effect at the time such Service Level was deleted.

8 Key Performance Indicators

8.1 Key Performance Indicators are measurements of Service against metrics that Provider will strive to achieve; however, no Service Credits apply if Provider does not achieve the relevant metric for any KPI as set out in an SOW.

8.2 If Provider fails to achieve a KPI, Provider will carry out reasonable corrective actions in order to meet the KPI, and the parties will discuss corrective actions as part of the governance process outlined in Appendix 4 (Governance Model).

9 New Service Levels

9.1 Customer may provide written request to Provider for a new Service Level or KPI. Such request shall be considered through the Change Control Process.

9.2 Where Customer so requests a new Service Level or KPI, the parties will negotiate in good faith to agree on the Service Level Target or KPI metric, including where applicable having regard to:

i) the design specifications for the relevant Service;

ii) existing measurements for similar Service Levels; and

iii) industry standard measures

9.3 If Customer believes that any Service Level Targets or KPI metrics determined in accordance with Section 9.2 above are at a standard that is below the level required by Customer, Provider will prepare a plan detailing alternative solutions, related fees and timeframes to address the requested performance. If Customer wishes to implement any such alternative, Customer will authorize Provider to proceed with one of the proposed alternative solutions and will pay the associated fees. If Customer and Provider cannot, in good faith, resolve the matter then the Escalation Process in Appendix 4 (Governance Model) will apply.

9.4 New Service Levels and KPIs for which tracking and reporting can be achieved using existing toolsets, in their then-current configuration, will be added at no additional cost. Where new Service Levels require additional toolsets to be deployed, or require reconfiguration of existing toolsets, any cost associated with such additional toolsets or such reconfiguration shall be borne by Customer.

10 Excused Events

10.1 Provider shall not be responsible for the failure to meet any Service Level to the extent that any such failure is attributable to any of the following causes:

10.1.1 Force majeure event;

10.1.2 Customer or Customer Representatives' acts or omissions;

10.1.3 An event which is already the subject of Service Credits against another Service Level;

10.1.4 Deficiencies or failures of assets purchased or used by Customer, with the exception of those Assets that are covered by the Service Levels as explicitly included in an SOW;

10.1.5 Any action taken at the authorized request of the Customer or within an approved Change Window or scheduled maintenance window;

10.1.6 Service or resource reductions requested or approved by Customer and agreed by the parties;

10.1.7 Customer's failure to take corrective actions reasonably requested and identified by Provider in writing to Customer as essential to maintain Service Levels;

10.1.8 Failures to meet Service Levels while operating under a business continuity or disaster recovery plan;

10.1.9 Occurrences outside the In-Scope Environment;

10.1.10 Infringements of third party proprietary rights;

10.1.11 Failure to approve required Change Windows or maintenance windows;

10.1.12 Customer's failure to approve a corrective action plan developed as a result of a previous Service Level Default; and

10.1.13 In addition, with respect to Service Levels where the target is time-based, measurement time shall be suspended during periods when Provider is awaiting performance of functions by any party other than Provider that are necessary for Provider to complete the activities required by such Service Levels.

Appendix 3 – Security Framework

1 Information Security Management Program

1.1 Security Management ISO27002: 2005

1.1.1 Provider will maintain an information security management program aligned to the ISO27002:2005 framework, to maintain commercially reasonable administrative, organizational, technical, and physical measures to protect the security, integrity, confidentiality, and availability of Customer information.

1.2 ISO27001:2005 Certification

1.2.1 The following business units, Provider Service Locations and activities are in scope of the ISMS, ISO27001:2005:

i) Remote systems management

a) Ireland – Cork

b) India – Bangalore

ii) Managed services – On-site and remote services

a) UK – Brentford, City and Customer Services Locations

2 Information Security Policies and Standards

2.1 Provider Policies and Standards

2.1.1 Services and solutions will be designed, delivered and maintained in accordance with Provider policies and standards which are aligned to the ISO27002:2005 framework. This includes the following:

i) Management sponsorship and direction;

ii) Organization and governance of information security;

iii) Asset management: inventory and classification of information assets;

iv) Human resources security: security aspects for employees on-boarding, transferring, and off-boarding;

v) Physical and environmental security: protection of the computer facilities;

vi) Communications and operations management: management of technical security controls in systems and networks;

vii) Access control: restriction of access rights to networks, systems, applications, functions and data;

viii) Information systems acquisition, development and maintenance: building security into applications;

ix) Information security incident management: anticipating and responding appropriately to information security breaches;

x) Business continuity management: protecting, maintaining and recovering business-critical processes and systems; and

xi) Compliance: ensuring conformance with information security policies and laws applicable to Provider.

3 Security Incidents

3.1 Provider will implement and maintain a commercially reasonable and appropriate data security incident management program. In the event Provider becomes aware of a Security Incident, Provider will notify Customer of the Security Incident in accordance with Provider information security policies. In the event a Customer becomes aware of a Security Incident that may impact the Services, the Customer will immediately notify Provider of the Security Incident.

4 Service Industry Control Reporting

4.1 Provider will conduct both SSAE 16 and ISAE3402 Type II audit attestations on an annual basis. The audit results, provided in a letter to the Provider management team, may be provided upon Customer request and are subject to when the findings become available to Provider.

5 Physical Review of Provider Information Security Policies

5.1 Customer may, from time to time, but not more than once in any calendar year for itself or on behalf of its Affiliates, conduct a physical review of Provider's information policies relating to Provider's performance and this Agreement through its own Personnel or through agents, auditors or advisers and will ensure that such persons are bound by Section 9 of the Agreement and any other applicable provisions therein. All requests for audits shall be written and provided no less than ninety (90) Business Days prior to the commencement of the review. Provider will permit the review of selected samples of Provider's information security policies directly related to the Services during an onsite visit to a Provider executive briefing center ("**EBC**") during Provider standard business hours. Provider information security policies are classified as Provider Confidential Information.

6 [Intentionally Omitted]

Appendix 4 – Governance

1 Overview

1.1 This Appendix 4 sets forth the governance model under which the parties will perform their respective roles and responsibilities under the Agreement.

1.2 The principal objective of this governance model is to:

1.2.1 provide the guiding principles of the parties' working relationship; and

1.2.2 assist both parties in managing their relationship in a manner consistent with achieving the underlying objectives of the parties.

1.3 Provider, based on the governance model described herein, will develop a governance plan within thirty (30) days of the effective date that defines Provider and Customer:

1.3.1 interactions and boundaries;

1.3.2 governance committee members, roles, and responsibilities (individuals and teams); and

1.3.3 communication plan.

1.4 The governance plan will be reviewed no less frequently than once per calendar year. During such review updates will be made to reflect mutually agreed changes to the governance mechanisms, so as to provide flexibility and scalability.

2 Governance Model

2.1 The governance model shall reflect three (3) levels of engagement, as follows:

2.1.1 executive level;

2.1.2 management level; and

2.1.3 delivery level.

2.2 Escalations will flow from the delivery level to the management level, and ultimately to the executive level.

2.3 Decisions will flow from the executive level to the management level, and ultimately to the delivery level.

3 Executive Level

3.1 The executive level of governance is the highest level in the governance model, responsible for:

3.1.1 establishing committees at all levels (executive level, management level, and delivery level) of governance that include representatives of both parties;

3.1.2 organizational cooperation and communication of shared goals and obligations across parties;

3.1.3 managing business decisions and priorities;

3.1.4 escalation management as last point of resolution for disputes or issues;

3.1.5 alignment of strategy and direction;

3.1.6 confirming updates to the governance framework relationship on a periodic basis; and

3.1.7 financial review of the engagement.

3.2 The executive level committee(s) will meet to review the performance of the overall Services being delivered under the Agreement and provide guidance to the management level committees in the following areas:

3.2.1 strategic objectives;

3.2.2 major risks, issues and escalations;

3.2.3 key service decisions including approval of changes and prioritization; and

3.2.4 emerging Customer and Provider corporate objectives and developments.

3.3 Executive level committee meetings will be initiated by Provider within 3 (three) months of the Commencement Date, and thereafter will be held quarterly, or as otherwise agreed by the parties.

4 Management Level

4.1 The management level is in the middle level of the parties' governance structure and includes representatives of both parties that participate in committee(s) responsible for:

4.1.1 management of the SOWs;

4.1.2 delivery accomplishments;

4.1.3 service performance;

4.1.4 status of key initiatives and projects;

4.1.5 managing and mitigating risks, issues, escalation and disputes;

4.1.6 managing proposals relating to Changes to any SOW;

4.1.7 providing strategic technical direction and prioritization of projects and Services;

4.1.8 establishing policies, processes, and practices that support priorities; and

4.1.9 maximizing technical investments and resource utilization.

4.2 The management level of governance committee(s) will meet to review the performance of each SOW being delivered and provide guidance to executive level and delivery level committees in the following areas:

4.2.1 program performance and prioritization;

4.2.2 risks, issues, escalations, decisions and resolutions;

4.2.3 contract and project change reports or requests;

4.2.4 quality management;

4.2.5 compliance;

4.2.6 communication management;

4.2.7 delivery management; and

4.2.8 evaluating operational readiness.

4.3 Management level committee(s) will meet to review the technical plan and solution of each SOW being delivered and provide guidance to executive level and delivery level committees in the following areas:

4.3.1 technical innovation;

4.3.2 technical optimization;

4.3.3 technical prioritization;

4.3.4 technical roadmaps; and

4.3.5 technical approvals.

4.4 Committee meetings will be initiated within 2 (two) weeks of the effective date of the Agreement and thereafter held monthly or at a frequency agreed by the parties and documented in the governance plan, as updated from time to time.

5 Delivery Level

5.1 The delivery level is in the lowest level of the parties' governance structure and includes representatives of both parties that participate in committee(s) responsible for:

5.1.1 Planning:

i) scope definition and clarification;

ii) project plan and schedule; and

iii) policies and procedures supporting the achievement of the objectives;

5.1.2 Organizing:

i) establishing the team structure;

ii) implementing roles and responsibilities; and

iii) ensuring each party's compliance with the relevant obligations;

5.1.3 Leading:

i) directing performance of the Services consistent with SOW;

ii) setting priorities and directions;

iii) coordinating activities across different organizational functions;

iv) assigning work;

v) ensuring quality; and

vi) managing risks, issues and escalations.

5.1.4 Controlling:

i) tracking, measuring and checking progress against scope and objectives;

ii) status reporting and dashboards;

iii) evaluating delivery deviations and cause;

iv) taking corrective actions to resolve deviations to plan; and

v) defining project baselines.

5.2 Delivery level committee(s) will meet to review each SOW being delivered and provide input to the management level committee(s) reporting and reviewing the following areas:

5.2.1 key decisions;

5.2.2 action items;

5.2.3 risks, issues and escalations;

5.2.4 status reports and dashboard;

5.2.5 policies, processes and practices;

5.2.6 technical quality and compliance;

5.2.7 technical performance;

5.2.8 interoperability;

5.2.9 operational readiness; and

5.2.10 required coordination across different organizational functions.

5.3 Committee meetings will be initiated within 2 (two) weeks of the effective date of the Agreement and thereafter held at a frequency agreed by the parties and documented in the governance plan, as updated from time to time.

6 Escalation Process

6.1 Subject to the terms of the Agreement, the parties shall comply with the following Escalation Process:

6.1.1 In the event that a dispute arises between the parties relating to the Agreement, the party claiming dispute shall deliver to the other party a notice containing the information regarding the dispute. Within ten (10) days of delivery of such notice, the parties shall escalate the dispute to the relevant delivery level committee in order to seek to resolve the dispute by discussion and/or negotiation.

6.1.2 In the event that the parties cannot resolve the dispute in this initial period, the parties shall refer the dispute to the relevant management level committee, which shall meet within three (3) Business Days after a matter is referred to it and shall use reasonable endeavors and act in good faith to resolve the dispute within five (5) Business Days after the matter is referred to it.

6.1.3 If the dispute cannot be resolved at the management level, the parties shall refer the dispute to the executive level. Executive representatives of each party shall meet within three (3) Business Days after the matter is referred and shall use reasonable endeavors to resolve the matter within five (5) Business Days after such referral.

6.1.4 If the dispute cannot be resolved at the executive level, each party may exercise its rights under the Agreement. Notwithstanding anything contained herein, a dispute relating to either party's proprietary rights or Confidential Information shall not be subject to this section and Provider shall retain the right to pursue all rights and remedies in law and equity pursuant to the Agreement.

7 Changes to the Services

7.1 General

7.1.1 The purpose of this Change Control Process is to provide the parties with a robust and manageable process which can be followed when proposing, reviewing, agreeing and/or implementing Changes to the scope of the Services, Service Levels and other areas supporting the business, but not related to IT operational Changes.

7.1.2 Any notification required to be given in writing by a party under this process may be given by email to the relevant representative of the other party. Each party must authorize a Change Order prior to its implementation or deployment.

7.2 Requesting Changes

7.2.1 Either party may, at any time, request a Change.

7.2.2 The parties shall hold discussions in respect of such request within 5 (five) Business Days of receipt (or such other period as may be agreed by the parties in writing), and shall attempt to reach agreement with regards to the proposed content of the request.

7.2.3 If such agreement cannot be reached, or if either party does not consent to the request, a Change Order shall not be prepared. The requesting party may escalate their request through the Escalation Process identified above.

7.3 Implementing Changes

7.3.1 Where the parties have reached in principle agreement to a Change, the requesting party shall within ten (10) Business Days prepare a draft Change Order in the form indicated in Appendix.

7.3.2 The receiving party shall review the draft Change Order and shall respond to the requesting party within 10 (ten) Business Days. The receiving party may request further details, information or costings in relation to any aspect of the draft Change Order, which the requesting party shall provide within 10 (ten) business days of such request, or as soon as reasonably practicable thereafter.

7.3.3 When the parties agree the format and content of the Change Order, both parties shall cause such Change Order to be signed by their authorized representatives.

7.3.4 Any discussions which may take place between Customer and Provider in connection with a draft Change Order prior to the signature of such Change Order shall be without prejudice to the rights of either party.

7.3.5 Both parties shall use reasonable endeavors to review proposed Change Orders promptly.

Appendix 5 – Assets

1 Title to Provider Assets.

Title to all Provider Assets provided by Provider pursuant to this Agreement shall remain with Provider at all times until such time as Provider transfers title if mutually agreed to by the Parties. All Assets shall be and remain personal property notwithstanding the manner in which the Assets may be attached or affixed to realty. Customer shall have no right or interest in the Assets except as provided in the Agreement.

2 Treatment of Provider Assets.

Customer shall keep the Provider Assets (including Provider Software) free from any liens, attachments or third party claims. Additionally, Customer shall not move the Provider Assets from the Customer Service Location without prior written approval of Provider or remove or permit another to remove the original identification marks or move or use Provider Software on any equipment except as permitted in writing by Provider. Customer shall not remove any other Assets as needed by Provider to perform the Services.

3 Risk of Loss.

In the event that there are Assets at a Customer Service Location, Customer shall bear the entire risk of loss, theft, damage or destruction with respect to such Assets from any cause other than Provider's acts or omissions from the date of delivery of the Provider Assets to the site(s) until the Provider Assets are removed from the site(s). In the event Customer's acts or omissions result in any loss, theft, damage or destruction to the Provider Assets, Customer shall promptly repair or replace (at Provider's discretion) the Asset with an asset of the same manufacturer, model, capacity, configuration and condition, free and clear of any liens. Provider shall be relieved of its Services obligations to the extent any such loss, theft, damage or destruction to the Provider Assets impacts Provider's ability to provide such Services until such time as Customer replaces or repairs the Provider Assets. Upon replacement of any Asset, the replacement units shall be the property of Provider and, for purposes of this Section, shall be deemed to be the Asset which it replaced, and thereupon shall be subject to the terms of this Agreement.

4 Customer Insurance.

Customer shall obtain and maintain, at its own expense, Commercial General Liability insurance and insurance against all risk of loss or damage to the Assets. Such insurance shall be (i) initially in the amount equal to the replacement cost of such Assets; (ii) increased or decreased upon notice from Provider to reflect changes in the delivered capacity; and (iii) with such insurers having an A VIII or better BEST rating. The Commercial General Liability insurance policy shall name Provider as additional insured and the Property policy shall name Provider as loss payee thereof, as

Provider's interests may appear; and shall provide at least thirty (30) days' written notice of cancellation or non-renewal to Provider or its successors and assigns. Upon request, Customer shall provide to Provider a certificate of insurance as evidence of insurance coverage.

5 Tracking of Usage Levels.

Provider shall monitor and/or audit the usage in order to calculate the applicable fees. Provider shall conduct such activity through the use of electronic means, remote access and/or on-site inspection by Provider Personnel in order to authenticate Customer as the user of the Services and verify the Customer's usage levels. Customer will take any actions required by Provider to permit such tracking of usage and provide all necessary equipment. If Provider is unable to monitor usage for any reason, Customer shall pay an amount for the affected Service period based on Customer's average usage during the previous three (3) months. Provider shall promptly notify Customer of an inability to electronically and or physically access the Assets, as applicable, and work cooperatively to reestablish access. Once access is reestablished, then Provider shall compute the unavailable metrics by calculating the capacity change between next successful measurement and the preceding successful measurement, plotting a straight distribution over the number of missing monitoring events, and will provide a corrected invoice for the affected Service Period in accordance with that calculation.

6 Technology Refresh.

Provider is responsible for the implementation of technology refresh in the ordinary course of the technology lifecycle as detailed in each SOW. Notwithstanding the foregoing, (i) Provider shall comply with any direction by Customer not to implement technology or refresh Products, provided that in such an event, Provider retains the right to modify the applicable fees and (ii) Provider shall have no obligation to refresh Provider Assets within the twelve (12) months prior to expiration of the Term. On the occasion that (i) or (ii) above occurs, Provider shall have no liability with respect to the Services provided under the applicable SOW where the root cause of such failure is determined to be lack of refresh or implementation of new technology, including without limitation, failure to achieve any Service Levels.

7 Termination or Expiry.

7.1 Purchase of Assets.

Upon the cancellation, expiration or termination of the Agreement or an SOW, Provider will advise Customer which Provider Assets are available for purchase. Customer has the option to purchase such Provider Assets according to the provisions herein. Customer shall notify Provider in writing of those Provider Assets that it wishes to purchase, such notice to be received no less than thirty (30) days prior to the termination or expiry of the Agreement or applicable SOW. In the event Customer does not exercise the option to purchase an Asset and with respect to Provider's Assets which have not been made available for purchase, Provider and Customer shall promptly develop a plan for (i) migrating Customer's data from Provider's Assets; and (ii) enabling Provider to promptly recover possession of such Asset or any part thereof in accordance with 7.2 below. Where Customer elects to purchase any Asset, such Assets shall be purchased for a Residual Value, which shall be calculated for each individual asset according to the following approach:

Residual Value = List Value x (1 – Contract Discount) x ((Asset Life – Deployed Months)/Asset Life)

In addition to the Residual Value, Customer shall pay any transfer fees or taxes associated with the transfer of ownership of the Assets. For the avoidance of doubt, title to any Assets transferred pursuant to these provisions shall be subject to Customer payment in full of the applicable fees, and any other fees associated with transfer; and the fees calculated herein shall include prepaid maintenance (hardware or software) solely to the extent advised by Provider. Customer shall be responsible for procuring maintenance post transfer. Any Assets purchased under this Section shall be purchased "as is". Provider shall have no further liability with regards to the Assets, with the exception of any liability that is created through the separate purchase of ongoing support and maintenance for the Assets under a separate agreement.

7.2 Migration and Ongoing fees.

In the event that Provider Assets are included in one or more SOWs and located at a Customer Service Location, on or before the end of the termination assistance period, Customer shall permanently remove all data from the Provider Assets, at Customer's sole cost and expense. Customer shall be solely liable for (a) any and all damages to the Provider Assets and (b) any loss or damage to Customer's data, in each case arising out of or relating to the removal of such data. At the conclusion of the termination assistance period, Provider may terminate Customer's access to the Services and/or immediately enter upon any Customer Service Locations where any of the Provider Assets are located, free from all claims, and recover the Provider Assets. Customer shall be responsible for the payment of the actual documented costs and reasonable attorneys' fees incurred by Provider in retaking possession of the Provider Assets and/or seeking to recover amounts due.

TERMS AND CONDITIONS FOR PEGASYSTEMS PRODUCTS AND SERVICES

MASTER SOFTWARE LICENSE, MAINTENANCE & PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") describes the terms and conditions that will apply to licenses for Pegasystems' products that Customer purchases from time to time, and maintenance services and professional services and training from Pegasystems relating to those licensed products. This Agreement consists of specific terms and conditions relating to Licenses, Maintenance and Professional Services and Training, general terms and conditions relating to the relationship between the parties, the defined terms specified on Exhibit A, and the terms and conditions in any License Schedule.

Pegasystems' products include the Pega Platform for CRM and BPM applications, Artificial Intelligence for adaptive real-time decisioning, Robotic Automation for assisting workforces, and strategic applications and components. Pega Platform products are composed of Pegasystems' RuleSets to develop specific Customer Applications. Customer Applications may be deployed on the Pega Cloud, a Customer Managed Cloud, or a partner-managed cloud, each as described in a Schedule to this Agreement. Professional services and training may be obtained under a Statement of Work to this Agreement. Definitions are stated on Exhibit A.

Subscription Services and License Terms

1. Subscription Services; Software License
   (a) If designated in an applicable Schedule, Pegasystems will provide Customer with the Subscription Services and/or Pega Cloud Collaboration Services in accordance with the Documentation to develop, test and/or deploy Customer Applications within the Scope of Use. Customer will be responsible for any Customer managed or installed third-party products that are not included as part of the Subscription Services.
   (b) If designated in an applicable Schedule, Pegasystems will grant Customer a non-transferable, non-exclusive license to install the Software in a Customer Managed Cloud in accordance with the Documentation to develop, test and/or deploy Customer Applications within the Scope of Use. Software licensed for use in a Customer Managed Cloud will not include the Subscription Services.
   (c) Customer is responsible for the performance of any Customer Application(s) and for configuring Guardrail Compliant Customer Application(s) in the Pega Cloud.
   (d) Customer will receive support, upgrades, and updates during the Term in accordance with the terms of the applicable Schedule and the Customer Support Handbook.
   (e) Pegasystems will email to Customer a URL to allow Customer access to the Software and/or Subscription Services. The Software and/or Subscription Services will be accepted upon delivery ("**Acceptance**"). This Acceptance is not dependent on any remaining services, conditions or contingencies, and there are no other written or verbal agreements with respect to Acceptance.
   (f) Pegasystems may host, copy, use, transmit and display Customer's data, Customer Applications, and any third-party products, only as necessary to provide the Subscription Services. Customer agrees to allow Pegasystems to use anonymized information about Customer's use of the Subscription Services and Software to improve the Pega services generally. Pegasystems will not acquire any title or interest from Customer in or to Customer's data or third-party products.

2. Restrictions.
   (a) Customer's use of the Subscription Services and/or Software will comply with the terms of this Agreement. Customer's use of the Subscription Services will comply with the Documentation, Customer Data Rights and Responsibilities, and Acceptable Use Policy. Customer agrees not to sell, resell, rent, outsource, timeshare, lease or sublicense the Subscription Services and/or Software to any third party or otherwise use it except as permitted under this Agreement and the applicable Schedule. Customer will not use shared User IDs to avoid or reduce the counting of individuals that use the Subscription Services and/or Software.
   (b) Customer's use of the Subscription Services and/or Software will be in object code and/or RuleSet form. Unless specifically authorized by law, Customer may not reverse engineer, decompile, disassemble or otherwise attempt to determine source code or protocols from the Subscription Services and/or Software.
   (c) Pegasystems retains all right, title and interest to the Subscription Services, Software and Background Materials. The Software will contain Pegasystems' copyright notice and Customer will reproduce such notice in any permitted copy made by Customer.

Professional Services Terms

3. Performance of Professional Services; Deliverables.
   (a) Pegasystems may provide Professional Services to Customer under a Statement of Work.
   (b) All Deliverables that Pegasystems creates when providing Professional Services for Customer under this Agreement will be a "work made for hire" and will become, effective upon payment by Customer in full, the exclusive property of Customer. Customer will also retain all right, title and interest in any new RuleSets that Customer develops for itself using the Software. So long as Pegasystems has not used any Customer Confidential Information, Customer agrees not to challenge or make claims against Pegasystems' ability to provide its products and services to other customers.
   (c) Pegasystems may use its Background Materials when providing Professional Services to the Customer. Background Materials are the property of Pegasystems, and if Pegasystems incorporates any Background Materials in a Deliverable that is provided to Customer under a Statement of Work, Customer will receive a non-exclusive, non-transferable, fully paid-up license to use those Background Materials solely in connection with the Deliverables in which they were incorporated under the terms of the applicable Schedule.

General Terms and Conditions

4. Reserved.

5. Reserved.

6. Representations and Warranties.
   (a) Each party represents and warrants the following: (i) entering into and carrying out the terms and conditions of this Agreement will not violate any obligation binding upon it; (ii) each party will comply with all applicable laws in connection with its performance under this Agreement; and (iii) the executing persons have the authority to bind their respective parties.
   (b) Pegasystems warrants that (i) the Subscription Services and/or Software will operate substantially in accordance with its Documentation for a period of 90 days from initial delivery, (ii) no disruptive or corrupting software that would damage, disable or compromise the security of a Customer Application will be intentionally or knowingly introduced into the Subscription Services and/or Software by Pegasystems or its employees, and (iii) all Professional Services provided under this Agreement will be performed in a good and workmanlike manner, consistent with applicable industry standards. Pegasystems will, at its election, promptly repair the Software or Subscription Services to resolve any failure of the warranties described in (i) and (ii) above, which can be replicated or verified, or replace the Software or Subscription Services with alternative software that provides substantially the same functionality. These remedies will be Customer's exclusive remedy for any failures of these warranties. To invoke these remedies, Customer must provide written notice to Pegasystems within the warranty period, expressly outlining the nature of the alleged failure or breach.
   (c) The foregoing warranties will be void to the extent that any failure of such warranties is caused by (i) anyone other than a Pegasystems employee modifying the Subscription Services or Software (unless Pegasystems authorizes the specific change in writing), or (ii) non-Pegasystems' service, software, or hardware, or (iii) non-Guardrail Compliant Customer Applications.
   (d) EXCEPT AS EXPRESSLY STATED IN THIS SECTION 6, PEGASYSTEMS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

7. Confidentiality.
   (a) "**Confidential Information**" means all non-public information provided by or on behalf of a party to the other party unique to the disclosing party's business, including but not limited to Subscription Services, Software, and Documentation.
   (b) Each party agrees that any Confidential Information is the exclusive proprietary property of the disclosing party or its licensors and may include trade secrets and other highly confidential information.
   (c) Each party agrees to receive and hold any Confidential Information supplied by the other party in confidence

and agrees:

(i) not to disclose or publish any such Confidential Information to third parties;

(ii) not to use any such Confidential Information except for those purposes specifically authorized by the disclosing party;

(iii) to disclose such Confidential Information only to those of its officers, directors, agents and employees who have a need to know, have been advised of the confidential nature of the Confidential Information, and who are under obligations of confidentiality to the receiving party; and

(iv) to follow the other party's reasonable on-site security procedures.

(d) The above confidentiality provisions will not apply to information that:

(i) is in the public domain at the time of its disclosure;

(ii) is disclosed to a third party who is under no obligation to maintain the confidentiality of the information with the prior written consent of the disclosing party;

(iii) becomes known to the receiving party from a source other than the disclosing party, provided such source is legally entitled to have and disclose the information; or

(iv) is independently developed by a receiving party without use of the Confidential Information of the disclosing party, as demonstrated by written records of such receiving party.

(e) In the event that a receiving party is required by a court of law or by a governmental, regulatory or administrative agency, body or tribunal to disclose any of the Confidential Information of a disclosing party, the receiving party shall (i) provide the disclosing party with prompt prior written notice of such requirement so that the disclosing party may seek appropriate relief to prevent or limit such disclosure, and (ii) furnish only that portion of the Confidential Information which is legally required to be furnished or disclosed.

(f) If, in connection with the Subscription Services and/or Software, Customer communicates suggestions for improvements to the Subscription Services and/or Software, Customer assigns to Pegasystems all of its right, title and interest (including all intellectual property rights) in such suggestions for improvements and Pegasystems will own all right, title, and interest in and to the same and shall be entitled use the same without restriction.

8. Indemnification.

(a) Pegasystems will indemnify and defend Customer against any third-party claim that the Subscription Services, Software, or a Deliverable infringe upon a United States, Australian, Canadian or European Union trademark, copyright, trade secret or patent ("**IPR**"). If the Subscription Services, Software, or a Deliverable is found to be infringing or if Pegasystems deems it advisable as the result of a claim or threatened claim, Pegasystems will, in its reasonable discretion:

(i) procure for Customer the right to continue using the Subscription Services, Software, or applicable Deliverable;

(ii) replace or modify the Subscription Services, Software or applicable Deliverable so that it becomes non-infringing; or

(iii) if Pegasystems cannot reasonably do either of the foregoing in its discretion, terminate the Schedule to which the IPR infringement claim relates.

These remedies will be Customer's sole remedy for any IPR infringement claim.

(b) Pegasystems will not indemnify Customer when the alleged infringement results from (i) content provided by Customer or developed for Customer as a Deliverable pursuant to written specifications or instructions provided by Customer; (ii) modifications made to the Subscription Services, Software, or applicable Deliverable by Customer or a third party; or (iii) any Customer Application (excluding unmodified Pegasystems provided RuleSets) or any other RuleSets created by Customer or a third party.

(c) Pegasystems shall indemnify and defend Customer against any third-party claim to the extent that it is attributable to bodily injury or to death of any person or to damage to or destruction of any property, resulting from the willful or grossly negligent acts of Pegasystems, its agents, or employees.

(d) Customer will indemnify and defend Pegasystems from and against any third-party claim that (i) arises from any use of the Software by Customer that is not in compliance with the terms of this Agreement or the applicable Schedule (other than an IPR claim that is subject to indemnification by Pegasystems pursuant to clause (a) above), or (ii) alleges that any of the Customer Applications (excluding unmodified Pegasystems provided RuleSets) or any Customer RuleSets infringe or misappropriate any third-party intellectual property rights. During the term of this Agreement and for three years thereafter, Customer will not assert against Pegasystems or its affiliates any patent infringement claim relating to its use of the Software or Subscription Services.

(e) In asserting any claim for indemnification, the relevant party must provide prompt written notice describing the

claim and cooperate fully with the indemnifying party. The indemnifying party will be entitled to control any proceedings or litigation for which it is indemnifying the other party, except that the indemnifying party will not, without the other party's prior written consent (not to be unreasonably withheld), enter into any settlement that would require the other party to take any action, or refrain from taking any action, other than permitting the indemnifying party to pay money damages on its behalf.

9. Limitation of Liability. Each party will have unlimited liability to the other party for the following types of actual, direct damages arising under, or related to, this Agreement:
   (a) damages, and related reasonable legal costs and attorneys' fees, for which the other party has agreed to provide indemnification under Section 8 of this Agreement; or
   (b) damages resulting from a breach of a party's confidentiality obligations under Section 7 of this Agreement or from the infringement or misappropriation of the other party's intellectual property rights.

   Each party's liability for all other damages arising under, or related to, this Agreement (regardless of the type of damages, and whether for breach of contract, breach of warranty, tort or otherwise) will be limited to the amount of fees received by Pegasystems from Customer in connection with the Schedule(s) under which such damages arose, or to which such damages relate (except any claim by Pegasystems for payments owed by Customer will be limited to the amount owed plus any additional amounts owed for use that exceeds the Scope of Use). However, Pegasystems' liability for any damages resulting from a material, uncured breach of Pegasystems' Data Security Obligations under this Agreement shall be limited to two times the amount of fees received by Pegasystems from Customer in connection with the Schedule(s) under which such damages arose, or to which such damages relate.

10. Reserved.

11. Insurance. During the Term of any applicable Schedule, Pegasystems will maintain insurance from a company rated at least A- by A.M. Best's Rating Service or equivalent with limits no less than those set forth in the Certificate of Insurance that Customer may obtain directly from: https://online.marsh.com/marshconnectpublic/marsh2/public/moi?client=D133

12. Additional Terms and Conditions.
   (a) Cooperation. In the event of any dispute, which cannot be readily resolved within 30 days, the parties will each escalate the matter to senior management who will meet in person or by telephone within 15 days of receipt of notice of the dispute, to attempt to resolve the open issues.
   (b) Assignment or Delegation. Neither party may assign or delegate any rights or obligations under this Agreement or any Schedule without the other party's prior written consent, except that, subject to Section 12(c), either party may assign the entirety of its rights and obligations under this Agreement (i) to its parent company or an Affiliate, or (ii) in connection with a merger or sale of a business unit or majority stock ownership provided that the successor party assumes the rights and obligations in writing and has adequate resources to meet its obligations and Customer notifies Pegasystems in writing prior to the assignment. Customer will not assign or delegate any rights or obligations under this Agreement or any Schedule to a Pegasystems competitor. Any assignment is subject to the terms and conditions of this Agreement.
   (c) Customer Combinations. In the event that Customer should merge with, acquire, or be acquired by another entity (collectively, a **"Combination"**), the resulting combined entity may only use the Subscription Services and the Software within the scope of the Customer's operations at the time immediately prior to the Combination. In addition, the parties will negotiate in good faith a proportionate adjustment to the scope of use and the fees due under the applicable Schedule as a result of the Combination.
   (d) Non-Solicitation. Neither party will hire or contract with, either as an employee or an independent contractor (either directly or through a third party), any Covered Personnel of the other party. The term "Covered Personnel" of a party will mean that party's employees or any contractors retained by that party who are professional services personnel or who were involved in the performance of this Agreement within the preceding six-month period, or any person who would have been considered Covered Personnel but for having terminated employment or contractual relationship within the past six months. Breach of this Section 12(d) will constitute a material breach of this Agreement.
   (e) Export Compliance. The export and re-export of the Software and any Pegasystems technology is subject to export controls under the laws and regulations of the United States, including but not limited to the Export Administration Regulations, 15 C.F.R. Parts 730-774, and the Foreign Assets Control Regulations, 31 C.F.R. Parts 500-598. The export and re-export of the Software and any Pegasystems technology may also be subject

to export and import controls under the laws and regulations of other countries. Customer agrees, at all times, to comply fully with these controls, laws and regulations. Customer also agrees not to export, re-export, transport or otherwise make available the Software and any Pegasystems technology to any party, country or territory that is the target of United States sanctions, including Cuba, Iran, Syria, North Korea, and the Crimea region.

(f) U.S. Government Contracts. *This subsection applies when any Software is acquired directly or indirectly by or on behalf of the United States Government:* The Software is a commercial product, licensed on the open market; developed entirely at private expense; and without the use of any U.S. Government funds. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c) of the Commercial Computer Software Restricted Rights clause at FAR 52.227-19. Use, duplication and disclosure by DOD agencies is subject solely to the terms of this Agreement as stated in DFARS 227.7202.

(g) Anti-Corruption. Pegasystems and Customer each represent and warrant to the other: (i) that it is aware of all anti-corruption legislation that applies to this Agreement and in particular the US Foreign Corrupt Practices Act 1977 and the U.K. Bribery Act 2010; (ii) it has implemented rules and procedures that enable it to comply with this legislation and adapt to any future amendments thereto; (iii) it has implemented appropriate rules, systems, procedures and controls for preventing the commission of Corrupt Acts, either by itself or its staff, and for ensuring that any evidence or suspicion of the commission of a Corrupt Act will be thoroughly investigated and unless prohibited by confidentiality or law, reported to the other party; (iv) its records relating to its business, including accounting documents, are maintained and kept so as to ensure their accuracy and integrity; and (v) it has not made or offered or received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement (reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction). If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party at the address for notices above.

(h) Reserved.

(i) Cooperation; Usage Validation. Pegasystems and Customer agree that each will execute and deliver documents, including confirmations to Pegasystems auditors, and take such other actions as may reasonably be requested to effect the transactions contemplated by this Agreement. Pegasystems reserves the right to validate Customer's usage of the Software and/or Subscription Services and its compliance under this Agreement. Customer will provide usage logs generated by the Software in connection with this usage validation. Upon request and not more than once annually, deliver to Customer (i) the current SSAE 16 SOC II Type 2 report, (ii) the current HIPAA compliance opinion letter, (iii) the current PCI-DSS Attestation of Compliance, (iv) the current penetration testing report, (v) an executive summary of Pegasystems' Written Information Security Program and (vi) executive summaries of the security, data backup, and monitoring events for the Customer's Environment(s) that are currently available.

(j) Force Majeure. Neither party will be responsible for performance delays caused by circumstances outside its reasonable control.

(k) No Waiver. Neither a failure of a party to exercise any power or right under this Agreement, nor a custom or practice of the parties with regard to the terms or performance under this Agreement, will constitute a waiver of the rights of such party to demand full compliance with the terms of the Agreement.

(l) Counterparts. This Agreement may be signed in counterparts, including facsimile or PDF counterparts or electronic signatures, each of which will be a legally binding method of execution of the Agreement.

(m) Entire Understanding. This Agreement and its Schedules constitute the entire understanding of the parties with respect to the Software and supersedes all previous agreements, statements and understandings from or between the parties regarding the subject matter of this Agreement. This Agreement also supersedes any conflicting language contained in any applicable past or future purchase order regarding the subject matter of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any Schedule, the terms of the applicable Schedule will control. This Agreement will not be modified except in a writing signed by an authorized representative of each party.

(n) Enforceability. If any portion of this Agreement is declared by a court of competent jurisdiction to be overbroad or unenforceable, the remainder of this Agreement will be valid and enforceable to the fullest extent permitted.

EXHIBIT A

DEFINITIONS

"Acceptable Use Policy" means the then current policy as published from time to time at www.pega.com/cloud-aup.

"Affiliates" are those entities that control, are controlled by, or are under common control with a party to the Agreement. Affiliates may be entitled, subject to the terms of this Agreement and the applicable Schedule, to use the Subscription Services, Software, or purchase maintenance services or Professional Services. For any Schedule to which an Affiliate is a party, the Affiliate will be additionally considered the Customer for purposes of the Agreement and such Schedule.

"Background Materials" means processes, methods, software (including but not limited to the Software), related documentation, designs and know-how which Pegasystems creates independently of the services for Customer. Background Materials also include all tangible and intangible materials created by Pegasystems that generally apply to other Pegasystems customers, products or services and which do not include any Customer Confidential Information.

"Cloud Data Storage" means the storage of business data and rules data in the Pegasystems database that is available for the Production Environment only.

"Cloud File Storage" means the storage of files associated with features such as archive/purge, large attachment handling and file transfer services that is available across all Environments.

"Connector" means an integration facility that permits the Software to call applications for data or processing.

"Corrupt Act" means any act of seeking, authorizing, offering, promising or granting a financial or other benefit (including a payment, loan, gift or transfer of anything of value) for the purpose of inducing a private person or public official to perform his or her duties dishonestly or in breach of his or her professional, legal or contractual obligations and/or to obtain or retain business for Pegasystems and or Customer in an undue or dishonest manner.

"Customer Application" means a unique collection of rules and processes as part of one or more new RuleSets that are created using the Software and that provide specific business function for the Customer.

"Customer Data" means any information received by or on behalf of Customer from its end customers or any personally identifiable information about Customer's employees or agents that is stored, transferred, or processed by the Subscription Services.

"Customer Data Rights and Responsibilities" means the additional rights and obligations related to Customer data as published at: https://community.pega.com/knowledgebase/articles/customer-data-rights-and-responsibilities

"Customer Managed Cloud" means use of the Software in Customer or third party owned and controlled environments that are run and managed within private clouds or on infrastructure-as-a-service (IaaS) offerings delivered by third party providers.

"Customer Support Handbook" means the terms for Pegasystems' provided support, upgrades, and updates located at: https://community.pega.com/knowledgebase/documents/support-pega, as may be periodically updated.

"Data Security Obligations" means Pegasystems' obligations regarding the security of Customer Data available at: https://community.pega.com/knowledgebase/articles/pega-cloud-security-standards

"Deliverable" means RuleSets, documents and other tangible work product that are produced by Pegasystems for Customer during the course of the performance of Professional Services under a Statement of Work, excluding any Background Materials.

"Documentation" means, as applicable, the Subscription Documentation or Software Documentation.

"Environment" means one of the following Pega Cloud deployments provided by Pegasystems:

- **"Standard Sandbox"** means a service that is intended to be used for development, functional/unit testing, UAT testing of Customer Applications and training. A Standard Sandbox is scaled to support up to 15 developers/users with a storage limit of 50GB of Cloud Data Storage.
- **"Large Sandbox"** means a service that is intended to support development, functional/unit testing, UAT testing, pre-production, staging, and/or training of the Customer Applications. A Large Sandbox is scaled to support up to 45 developers/users with a storage limit of 100GB of Cloud Data Storage.
- **"Production Environment"** means a service that is designed, built and scaled to accommodate Customer Applications to process live and/or real-time data in connection with Customer's ongoing business operations and is deployed within a single geographic region. The Production Environment is scaled to support up to the licensed metrics defined in the Schedule.
- **"Production Mirror Sandbox"** means a replica of the scaled Production Environment that can be used for

staging, scaled benchmark testing, and/or load performance testing or as defined in the applicable Schedule.

"Guardrail Compliant" means a Customer Application with no severe warnings flagged by the Software and with a guardrail weighted score generated by the Software of ninety (90) or above as specified in the Subscription Documentation.

"Pega Cloud" means a Pegasystems' managed, single-tenant, virtual private cloud (VPC) deployment of the Customer Application.

"Pega Cloud Collaboration Services" means multi-tenant, cloud hosting services for Pega Chat and Pega Co-Browse.

"Pega Cloud HIPAA Edition" means that the Customer's VPC will be serviced and deployed with HIPAA-eligible controls and infrastructure. The Pega Cloud HIPAA Edition supports the Customer in deploying a HIPAA-compliant Customer Application to store and process PHI within their Production Environment. Under the Pega Cloud shared responsibility and security model, the Customer is responsible for ensuring that the Customer Application adheres to all HIPAA controls.

"Professional Services" means professional services provided by Pegasystems pursuant to a Statement of Work for consulting, installation support, and access to training courses.

"**RuleSet**" is a named collection of configuration records created using the Software. For Pegasystems' provided RuleSets, the RuleSet names usually begin with "Pega" or the "&," "@" or ")" symbol.

"Scope of Use" means the purpose, metric and volume of use for the Subscription Services and the Software, in each case, as specified in the applicable Schedule.

"**Service"** means an integration facility that permits applications to call the Software for data or processing.

"Schedule" or "**Statement of Work**" means, respectively, an agreement signed by both parties for Customer to receive Subscription Services, Software, or purchase professional services from Pegasystems. Schedules and Statement of Works are referred to collectively as "**Schedules**". Each Schedule will be non-cancelable and non-refundable, except to the extent expressly provided in this Agreement or such Schedule or under applicable law.

"**Software**" means the software listed in the applicable Schedule, including any enhancements, updates, upgrades, modifications or other releases provided to Customer. Software may be managed by Pegasystems as part of the Subscription Services or deployed in a Customer Managed Cloud pursuant to the applicable Schedule. The Software includes Pegasystems' provided RuleSets.

"Software Documentation" consists of user manuals for the Software, which are provided to Customer in electronic form at the time of delivery of the Software.

"Subscription Documentation" means the service catalog, product help files, operating guides, support services, service level agreement and security policies associated with the Pega Cloud as published from time to time on Pegasystems' web site at https://community.pega.com/knowledgebase/pega-cloud.

"Subscription Services" means the Pegasystems Software which is made available to Customer for use on the Pega Cloud within the Scope of Use, including any enhancements, updates, upgrades, modifications, releases, Environments, data storage, or other services pursuant to an applicable Schedule.

"Term" is as defined in the applicable Schedule.

"**User**" is a person who uses the Software in a particular month.

1. "A "**Sporadic User"** is a person that uses the Software less than 10 hourly periods in a calendar month.
2. An "**Occasional User"** is a person that uses the Software during between 10 and 50 hourly periods in a calendar month.
3. Any person other than a Sporadic User or Occasional User that uses the Software in a calendar month, or that has the privilege to modify rules or processes, is a "**Regular User".**

Regular Users, Occasional Users and Sporadic Users will be the unit of measurement for work done by customer staff. The number of Regular Users, Occasional Users and Sporadic Users will be measured each calendar month based on their actual usage of the Software in that month. The Software tracks only actual use, so a person who has a User ID but does not use the Software in a month will not be counted as a User for that month. Also, for the avoidance of doubt, merely being "logged in" is not counted as actual use during inactive hours.

NEW SUBSCRIPTION SERVICES CLIENTS: To access the Subscription Documentation URLs, first create an account by clicking this URL or pasting it into your browser: https://accounts.pega.com/register

EXHIBIT A-1

PEGA DECISIONING DEFINITIONS

For the purposes of the Agreement and any Schedule where Customer is licensed for Pegasystems' decisioning Software, such as Pega Marketing or Customer Decision Hub, the following definitions will apply:

"Batch/Bulk Decisions" means a unit of work (measured in blocks of 500,000 records per 4-hour segment) to reach a judgment (for example, determining the best offer to include in an email campaign to be sent to a segment of customers). The processing time is counted from the time the decision batch process starts to the time it takes to complete processing, excluding the time to pre-process data before the batch run and the time to post process the output records and send/ship them to a fulfillment system. All batch/bulk processing must be configured by the customer to complete in a time window under 4 hours.

"Cloud Data Storage" means the storage of business data and rules data in any Pega-managed database. For the Pega Marketing and/or Pega Customer Decision Hub applications this is the storage location for Interaction History or the Pega Customer Movie store.

"Cloud File Storage" means the storage of files associated with features such as archive/purge, large attachment handling and file transfer services.

"Decision Data Storage" means the storage used for the Pega Marketing and/or Pega Customer Decision Hub applications for recoding decisions that are leveraged through the Adaptive Decision Manager (ADM) module.

"Real-time Decision" means a unit of work processed to reach a judgment (for example, determining the top five recommended offers for a customer/prospect). Each unit of work processed is known as a "decision" and the number of decisions that can be handled is measured in decisions per second (**"DPS"**). A unit of work must be configured by the customer to complete in a time window under 200 milliseconds. The time window is counted from start of the service call to when the service call completes, excluding the time for the called system to receive the start request and the time to return the results to the calling system.

"Streaming Events" is defined as ingesting and buffering data records, performing pattern detection, and writing or updating one summary record per event. Each data record is known as an "event" and the number of events that can be handled is measured in events per second (**"EPS"**). An event must be configured by the customer to complete in a time window under 0.4 milliseconds. The time window is counted from start of the ingesting of the data records to the writing of the summary record, excluding the time for the called system to receive the start request and the time to return the results to a calling system.

SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

This **SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT** *(*"**Agreement**") is entered into on the Effective Date by and between **ALCOHOL MONITORING SYSTEMS, INC.** ("**AMS**") with its primary address at 1241 W. Mineral Ave., Ste. 200, Littleton, CO 80112 and _____with its primary address at _____ _____("**Customer**"). The Effective Date of this Agreement is the date of AMS' signature. Activation of the Premium Software will be upon AMS' acknowledgement of a fully executed initial Order Form as Attachment 2. The initial Statement of Work is attached to and made part of this Agreement as Attachment 1.

1. DEFINITIONS

"Access Fees" means the fees specified in this Agreement for access to, and use of, the Premium Software and Mobile Applications.

"API" means application program interfaces which are a set of tools and protocol created to provide interfaces and data exchanges between applications.

"Billing Period" means the agreed upon intervals for which AMS will invoice Customer for the Premium Software and Mobile Applications as specified on any Order Form.

"Client" means any person who is an offender, an ex-offender, or participant under supervision by an officer or any other similarly supervised personnel of the Customer.

"Client Mobile Application" means a Mobile Application used by a Client User under this Agreement.

"Client User" means any Client who is using a device registered by Customer in AMS's Compliance Platform 24/7 Sobriety Software™ user administration system as an active Client.

"Customer Components" means Customer's software, hardware and/or components of the same.

"Customer Mobile Application" means a Mobile Application that allows a User or Provider User to access the Software.

"Intellectual Property Rights" means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, and instruction manuals.

"Implementation Services" means services and other deliverables that are provided by AMS or its third-party suppliers in order to configure the Premium Software for its use by the Customer with the Customer Components.

"Mobile Applications" are any applications listed in this Agreement which are provided by AMS or its third-party supplier and designed to complement the Premium Software, but which run on mobile devices such as smart phones or tablets.

"**Order Form**" means the AMS form, a copy of which is attached here to as Attachment 2, evidencing an order for the Premium Software and/or Mobile Applications and any subsequent orders for any of the foregoing submitted online or in written form. The Order Form shall specify, among other things, the order date, the services contracted for and software licensed, the applicable Access Fees, the Billing Period, number of Users, Subscription Term and other charges as agreed to between the parties.

"Premium Software" means (i) the software application(s) Customer is subscribing to as identified in the Order Form which is an AMS proprietary, online, web-based software application as provided by AMS (ii) any APIs to third party products provided by AMS, (iii) all AMS-included content and; (iv) any related User Guides accessed online or downloaded by Customer through its access to the Premium Software.

"Provider User" is means an individual authorized and registered to access the Customer Mobile Applications and who is a treatment provider to active Clients of Customer who require access in order to perform his/her tasks and who is registered in AMS' monitoring system as an active User.

"SOW" means a Statement of Work executed by the parties, which is subject to and made part of this Agreement by reference which details project-specific activities, deliverables and timelines for the provision of Implementation Services.

"Subscription Term" means the period for which Customer has committed to subscribe to the Premium Software and Mobile Applications as indicated on any Order Form, unless (and until) terminated earlier in accordance with this Agreement.

"Term" means the term of the Agreement as set forth in Section 16.1 below.

"Third Party Components" means third party software, hardware and/or content.

"Update" means maintenance releases, patches, fixes, extensions or enhancements of the Mobile Applications which AMS generally makes available in its sole discretion and which may be delivered automatically or made available for download via notification.

"User" means an individual authorized and registered with AMS to access the Premium Software and/or Mobile Applications who is either an employee or an independent contractor engaged by Customer, who is not a competitor of AMS, and who requires access in order to perform his/her tasks and who is registered in AMS' monitoring system as an active user.

"User Guides" means AMS's online user guides comprising instructions for the use of the Premium Software and Mobile Applications and/or descriptions of their operational and/or design characteristics.

"User Types" means various categories of Users as listed in this Agreement that have different rights of access to and use of the Premium Software and Mobile Applications.

2. GRANT OF ACCESS – PREMIUM SOFTWARE.

2.1 Grant of Access – Premium Software. In consideration for the payment by the Customer to AMS of the Access Fees contained in the applicable Order Form(s), AMS shall grant to Customer a non-exclusive, non-transferable limited right to access and use the Premium Software pursuant to the terms set out in this Agreement and the applicable SOW for the duration of the specified Subscription Term. Customer's license to access the Premium Software shall commence upon execution of an Order Form and and Customer understands that the maximum number of Users at all times shall not exceed the number of Users and User Type subscriptions purchased by Customer. Customer agrees that it will not allow access to the Premium Software by anyone other than a User. Customer shall maintain a written, up-to-date list of the current Users and provide such list to AMS within five (5) working days of AMS's written request at any time. Customer shall be, separately but fully liable for any acts or omissions of their Users related to the use of the Premium Software. Customer shall ensure that each User shall keep a secure password for their use of the Software or Mobile Application and that such password shall be changed no less frequently than every six (6) months and that each User shall keep their password confidential. Customer agrees to (i) use reasonable efforts to prevent unauthorized access to or use of the Premium Software and notify AMS promptly upon becoming aware of any such unauthorized access or use; (ii) use the Premium Software only in accordance with the User Guides, any other written instructions and all applicable laws and government regulations; and (iii) use the Premium Software, Mobile Applications and User Guides only as expressly allowed under this Agreement. Customer's failure to comply with Customer's obligations under this Section 2.1 shall be deemed a material breach of this Agreement.

3. GRANT OF ACCESS – MOBILE APPLICATIONS.

3.1 Customer Mobile Applications. Subject to the terms and conditions of this Agreement and in consideration for the payment by Customer to AMS of the Access Fees contained in the applicable Order Form(s), AMS shall grant to Customer a non-transferable, non-exclusive limited license to install one or more of the Customer Mobile Applications specified in the Order Form for the Subscription Term for the purposes set out in this Section 3.1. Customer shall procure that its Users/Provider Users (a) may use the Customer Mobile Applications only for the purpose of obtaining and analyzing information accessed through the Premium Software on behalf of the Customer and its Clients and interacting with any Clients who are authorized users of the Client Mobile Applications; and (b) may install or use the Customer Mobile Applications only on devices owned or controlled by the Customer, the User or Provider User.

3.2 Client Mobile Applications. Subject to the terms and conditions of this Agreement and in consideration for the Access Fees contained in the applicable Order Form(s) AMS shall grant to Customer a non-transferable, non-exclusive limited license to install one or more Client Mobile Applications on its Client Users' personal mobile devices.

3.3 Access to Mobile Applications. Mobile Applications are available by either a direct download link or through one of the mobile app stores supported by AMS. For the Mobile Applications, AMS shall provide each User and, if applicable, Client User and Provider User, with an access code to enable such User, Client User or Provider User to download a copy of and use the Mobile Applications. To the extent there is any conflict or inconsistency between any license terms that may be embedded in the Mobile Applications (the "EULA") and the terms and conditions of this Agreement, this Agreement shall prevail and apply to the use of such Mobile Applications and Customer shall be solely responsible and liable to AMS for ensuring all the Users', Provider Users' and Client Users' compliance with the terms of this Agreement and associated EULA.

3.4 Updates. The timing and frequency of any Updates to the Mobile Applications will be determined at the sole discretion of AMS.

4. RESERVATION OF RIGHTS; USER RESTRICTIONS AND LIMITATIONS OF USE.

4.1 Reservation of Rights. Except for the limited rights expressly granted hereunder, AMS (or its third party licensors) reserves all rights and title to and interest in the Premium Software and Mobile Applications (and all modification to the same), including without limitation all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

4.2 User and License Restrictions. Customer acknowledges and agrees that each User, Client User or Provider User subscription is for a single designated individual and cannot be shared or used by more than one individual unless it has been reassigned in its entirety to another individual. Subject to AMS's prior written consent, Customer may purchase additional subscriptions during the Subscription Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Subscription Term. Unless extended in accordance with this Agreement, the additional User, Client User, and Provider User subscriptions shall terminate on the same date as the pre-existing subscriptions.

4.3 Limitations of Use. With regard to the Premium Software and Mobile Applications, Customer agrees not to and shall not permit anyone to (including, without limitation, third parties and Users) do or attempt to do any of the following, except as may be expressly permitted by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Agreement: (a) tamper with the security of the Premium Software and/or Mobile Applications; (b) access data not intended for Customer; (c) log into a server or account for which Customer is not authorized; (d) copy, modify, adapt, alter, translate, or create derivative works of the Premium Software or Mobile Applications; (e) rent, lease, license, sublicense, sell, resell, assign, transfer, distribute or otherwise transfer or commercially exploit the Premium Software or Mobile Applications; (f) make the Premium Software or Mobile Applications available to any third party not explicitly authorized under this Agreement (g) remove, modify, or obscure any copyright, trademark, patent or other proprietary notice that appears in the Premium Software or Mobile Applications; (h) except as expressly permitted in this Agreement, make the Premium Software or Mobile Applications available over a network or other environment permitting access or use by multiple mobile devices; (i) create any link to the Premium Software or Mobile Applications or frame or mirror any content contained or accessible from the Premium Software or Mobile Applications; (j) use the Premium Software or Mobile Applications for timesharing or service bureau purposes or otherwise for the benefit of a third party or use the Premium Software or Mobile Applications for creating a product, service or software that is, directly or indirectly, competitive with or in any way a substitute for any services, product or software offered by AMS; (k) reverse engineer, remanufacture, decompile, disassemble, or otherwise attempt, in whole or in part, to derive the source code for or to decrypt the Premium Software or Mobile Applications; (l) probe, scan or test the vulnerability of the Premium Software or Mobile Applications or to breach the security or authentication measures without prior written and proper authorisation from AMS; or (m) wilfully render any part of Premium Software or Mobile Applications unusable. Customer shall not access, store, distribute or transmit any viruses (or similar) or any material during the course of its use of the Premium Software or Mobile Applications that is: (a) unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive; (b) facilitates illegal activity; or (c) is otherwise illegal or causes damage or injury to any person or property, and AMS reserves the right, without liability or prejudice to its other rights, to suspend Customer's (and/or Users', Provider Users' or Client Users') access to the Premium Software or Mobile Applications in the event of any breach of this Section 4.3.

5. OTHER TERMS OF ACCESS AND USE; COOPERATIVE PURCHASING.

5.1 Other Terms of Access and Use. Upon request from Customer, AMS may make Customer Components and Third Party Components available for access through or linked to the Premium Software and Mobile Applications. AMS disclaims all liability and responsibility for such Customer Components and Third Party Components, and Customer remains solely responsible for obtaining and maintaining the necessary permissions for such access or linkage and for obtaining and maintaining all necessary rights for Customer's use of (and AMS's access or linking to) the Customer Components and Third Party Components and Customer shall be solely responsible for any problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer Components and Third Party Components. In the event there is a claim made against AMS by a third party alleging that the Customer Components or Third Party Components infringes or misappropriates the Intellectual Property Rights of a third party or violates applicable law, AMS will provide notice of such claim to Customer and AMS may immediately remove the relevant Customer Components or Third Party Components until such claim is resolved to the satisfaction of AMS. Customer warrants that its purchases hereunder are based on the current specifications, functionality and features and are not contingent on the delivery of any future specifications, functionality or features nor dependent on any oral or written comments, statements or other representations made by or on behalf of AMS regarding future specifications, functionality or features of the Premium Software or Mobile Applications, or other products or services. Customer hereby assigns (and shall procure that each of its Users assigns) to AMS (by way of present and, where appropriate future assignment) all its right, title and interest (including Intellectual Property Rights) in and to all and any suggestions, enhancement requests, recommendations, communications or other feedback provided by Customer or its Users in connection with the Premium Software, Mobile Applications or other products or services of AMS, and Customer agrees that the foregoing shall be provided free of any confidentiality or privacy restrictions that may otherwise apply.

5.2 Reserved

5.3 Order of Precedence. Should there be a conflict between the Agreement, the SOW, and Order Form the order of precedence shall be the Agreement, the SOW (if applicable) and the Order Form.

5.4 Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of AMS, other entities may be permitted to make purchases at the terms and conditions contained herein. These purchases shall be independent of the agreement between Customer and AMS, and Customer shall not be a party to any transaction between AMS and any other purchaser.

6. AVAILABILITY OF SERVICES. AMS shall use commercially reasonable efforts to make the Premium Software and Mobile Applications available for twenty-four (24) hours a day, seven (7) days a week. Customer agrees that from time to

time the Premium Software or Mobile Applications may be inaccessible or inoperable for reasons beyond the control of AMS, including: (i) equipment malfunctions; (ii) periodic planned and unscheduled maintenance procedures or repairs; or (iii) interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion or other similar failures or disasters. Customer shall not be entitled to any setoff, discount, refund or other credit as a result of unavailability of the Services except as expressly provided herein.

7. **SECURITY.** AMS shall use commercially reasonable efforts to prevent unauthorized access to restricted areas of the Premium Software and any databases or other sensitive material. AMS reserves the right to deactivate or suspend access to the Premium Software by Customer and/or by a User or a Mobile Application by a Customer, Client or Provider User if such Customer, Client, User, Client User, or Provider User (as applicable) is found or AMS reasonably suspects them to be using their access to facilitate illegal, abusive or unethical activities or otherwise in breach of this Agreement. Such activities include pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses.

8. **AMS WARRANTY**. AMS warrants that the Premium Software and the Mobile Applications will perform in all material respects in accordance with their respective User Guides for the Subscription Term. The entire liability of AMS and the exclusive remedy of Customer for breach of this warranty is for AMS, at its expense and sole option, to: (a) use all reasonable commercial endeavours to correct any such non-conformance; (b) provide Customer with an alternative means of accomplishing the desired performance; or if (a) and (b) fail to remedy the breach, (c) terminate this Agreement and refund Customer in accordance with Section 16.3.2.

9. **CUSTOMER WARRANTIES.** Customer represents and warrants that (i) it has the legal power to enter into this Agreement, (ii) it will not transmit to AMS any viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; and (iii) that is has and will maintain all rights necessary to any Customer Components and Third Party Components accessed through or linked to the Premium Software or Mobile Applications in accordance with Section 5.1. Customer shall defend, indemnify and hold AMS harmless from and against all claims, actions, proceedings, losses, damages, costs and expenses, (including without limitation court costs and reasonable legal fees), arising out of or in connection with any breach of this warranty.

10. **IMPLEMENTATION SERVICES.**

10.1 Services. In the event that AMS agrees to provide any Implementation Services under a SOW in order to configure the Premium Software for its use by Customer, AMS shall provide such Implementation Services under the terms of this Agreement and the applicable SOW.

10.2 Change Procedures. In the event it is necessary to modify the scope of the Implementation Services at any time, including but not limited to, where such modifications would: (a) add to AMS's obligations under the SOW; (b) extend the time needed to complete the Implementation Services; and/or (c) increase the cost to complete the Implementation Services, the parties will mutually discuss in good faith and sign an amendment to the SOW modifying the scope, timescales and/or cost of the Implementation Services accordingly.

10.3 Deliverable(s), Ownership and Customer License. AMS retains all right, title and interest in any deliverables provided as a part of the Implementation Services ("Deliverables"), except for any Customer Components or Third Party Components incorporated in the Deliverable (hereinafter "Components"). To the extent Customer acquires any rights in a Deliverable, excluding in relation to the Components, Customer hereby assigns (by way of present and, where appropriate future assignment) all such rights, title and interest (including Intellectual Property Rights) in and to the Deliverable to AMS. Notwithstanding the foregoing and provided AMS has been paid for all amounts owed pursuant to this Agreement and applicable SOW(s) for such Deliverables, AMS grants Customer a non-exclusive, non-transferrable, limited license to use the Deliverables in conjunction with the Premium Software and Mobile Applications.

10.4 Implementation Services Warranty. AMS warrants that any Implementation Services provided under this Agreement shall be performed in a professional and workmanlike manner in accordance with applicable industry standards. For any breach of the foregoing warranty, Customer's sole remedy and AMS's sole obligation, at AMS's option, is to: (a) re-perform the Implementation Services that failed to comply with the warranty at no additional charge to Customer, or if re-performance of the Implementation Services does not remedy the breach; (b) refund the amounts paid by Customer for the Implementation Services that failed to comply with the warranty, provided AMS has received written notice from Customer within thirty (30) calendar days after completion of any such Implementation Services (or part thereof) that Customer alleges fails to comply with the warranty above and AMS has been provided with sufficient access to assess or otherwise test the compliance of such Implementation Services.

11. **DISCLAIMER AND LIABILITY OF THE PARTIES**. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, COURSE OF PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Except as provided herein, AMS cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the Internet. Except in relation to any claim AMS may have for breach of its Intellectual Property Rights, under no other circumstances shall a party to this Agreement be liable to the other party (or in the case of such other party being the Customer, to its Users) whether in tort (including for negligence or breach of statutory duty),

contract, misrepresentation, restitution or otherwise for any indirect, special, incidental, exemplary or consequential damages including, without limitation, damages for loss of goodwill, profits, data (or use thereof), or business interruption arising out of any acts or failures to act, whether such damages are labeled in strict liability, tort, contract or otherwise, even if such party has been advised of the possibility of such damages. Nothing in this Agreement excludes or limits the liability of either party for (i) any indemnity or breach of the confidentiality obligations in this Agreement; (ii) any liability for personal injury, death or damage to property caused by its negligence or willful misconduct or the negligence of its employees, agents or subcontractors; or (iii) fraud or fraudulent misrepresentation; or (iv) any other liability that cannot be limited or excluded by applicable law. Subject to the foregoing, AMS's aggregate liability to Customer, Clients and its Users in each Liability Period (defined below) in respect of any and all claims of any nature (including in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise), arising directly or indirectly out of or in connection with this Agreement, including all SOWs or the performance or contemplated performance of this Agreement including all SOWs, in each case in respect of all incidents or series of incidents arising in such Liability Period, shall be limited to, an amount equal to the aggregate amounts paid by Customer to AMS in respect of the twelve (12) calendar months immediately preceding the earliest event giving rise to such claim (the "**Liability Period**") less any amounts paid by AMS to Customer in such Liability Period under this Agreement.

12. ACCESS FEES AND IMPLEMENTATION SERVICES FEES: PAYMENT TERMS.

12.1 Access Fees. Customer shall pay AMS in advance the Access Fees specified on the initial Order Form for each Billing Period commencing on the date specified in the Order Form for the Subscription Term. Customer shall pay, all Access Fees under this Agreement and any subsequent Order Forms which for additional Users, Client Users or Provider Users upon receipt of the applicable invoice from AMS.

12.2 Implementation Services Fees; Payment terms. AMS shall invoice Customer for the fees for the Implementation Services fees on a monthly basis unless agreed otherwise in the applicable SOW. Customer shall reimburse AMS for all actual and reasonable travel and related living expenses that AMS incurs in connection with delivering the Implementation Services. Customer shall pay the invoices for the fees and expenses relating to the Implementation Services within thirty (30) days of date of each such invoice.

12.3 Unpaid Fees. Without prejudice to any other right and remedies of AMS, if any invoice remains unpaid by the relevant due date, interest shall accrue on a daily basis on such overdue amounts at the rate of the lesser of: (a) 1.5% per month; or (b) the maximum amount permitted by applicable law, in each case whether before or after judgment.

12.4 Taxes. Customer shall pay all taxes invoiced by AMS related to the Access Fees, Implementation Services fees or other charges or fees payable in connection with this Agreement to the extent such taxes are applicable to Customer. All amounts referenced or referred to in this Agreement shall be payable in US Dollars and exclusive of value added or other applicable sales taxes, unless otherwise stated.

13. SUSPENSION OF SERVICE. If any amounts, fees, expenses or charges payable by Customer under or in connection with this Agreement remain unpaid by the relevant due date, AMS may, without limiting its other rights and remedies, suspend access to the Premium Software and/or Mobile Applications until such overdue amounts are paid in full together with any interest payable on such overdue amount. For a Client User who is responsible for paying his/her Access Fees, AMS may, without limiting its other rights and remedies, suspend access to the Client Mobile Application for such Client User in the event of non-payment.

14. INFRINGEMENT INDEMNIFICATION. AMS agrees to defend Customer and pay any judgments, costs and expenses, or amounts paid in settlement to which AMS agrees, which Customer may sustain as the result of any claim by a third party that Customer's use of the Premium Software or Mobile Applications in accordance with this Agreement infringes or misappropriates such third party's (i) duly issued patent existing or issued prior to the Effective Date, or (ii) copyright, or trade secrets existing as of the Effective Date. Provided always that in the event of a claim for indemnification, Customer must: (a) immediately notify AMS in writing of the suit or claim; (b) give AMS sole authority to defend or settle the suit or claim (provided that AMS may not settle any claim unless it unconditionally releases Customer of all liability); and (c) reasonably cooperate and assist AMS (at AMS's expense) with defense of the suit or claim. The obligations under this Section do not apply to the extent a claim against Customer arises from Customer's breach of the terms of this Agreement.

If either the Premium Software or Mobile Applications become or in AMS's opinion are likely to become the subject of a suit or claim of infringement of a third party's intellectual property rights, AMS will, at AMS's option and expense:

- **(a)** procure for Customer the right to continue to use the relevant software as furnished;
- **(b)** modify the relevant software to make it non-infringing, provided that is still substantially conforms to the applicable User Guides in all material respects; or if (a) and (b) do not remedy the breach
- **(c)** terminate this Agreement and/or the Order Form for the relevant software. In such event, AMS will pay Customer, as Customer's sole and exclusive remedy, an amount equal to the prepaid Access Fees calculated commencing with on the effective date of termination.

15. CONFIDENTIAL INFORMATION

15.1 Confidential Information. In connection with this Agreement a party ("Discloser") may furnish to the other party ("Recipient") confidential information, including without limitation, software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided

by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) any markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party ("Confidential Information"). Confidential Information specifically includes the Premium Software, Mobile Applications, User Guides and all data and other information accessed by Customer via the Premium Software and Mobile Applications. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each party agrees not to disclose to the other party any confidential or proprietary information of third parties unless authorized to do so. The parties each agree to treat this Agreement, including all attachments and amendments hereto, as Confidential Information of each party.

15.2 Nondisclosure. It is agreed that, after receipt of Confidential Information of the other party, Recipient shall: (i) treat the Discloser's Confidential Information as confidential; (ii) not disclose the Discloser's Confidential Information to any other person without the Discloser's prior written consent save to those employees who need to use the Confidential Information in connection with the performance of this Agreement, (iii) not use such Confidential Information other than for the purposes of this Agreement; and (iv) use no less than a reasonable standard of care in safeguarding against unauthorized disclosure of such Confidential Information. Recipient agrees to have an appropriate nondisclosure agreement signed by each of its employees, agents and contractors who are exposed to Discloser's Confidential Information.

15.3 Exceptions from Confidential Information. Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Agreement by Recipient, (ii) is already in Recipient's possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient without the use of such Confidential Information.

15.4 Required Disclosures. If Recipient is required by legal proceeding discovery request, "open records" or equivalent request, investigative demand, subpoena, court or government order to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose Recipient is legally required; and (ii) to the extent permitted by law, prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

16. TERM OF AGREEMENT; TERM OF LICENSE SUBSCRIPTION; REFUND UPON TERMINATION FOR CAUSE.

16.1 Term of Agreement. This Agreement commences on the Effective Date and continues for the Subscription Term specified in the Order Form unless the Agreement is extended pursuant to Section 16.2 or has been otherwise terminated as set forth in its termination provisions.

16.2 Term of Additional User/Client User/Provider User Subscriptions. Additional Users, Client Users or Provider Users may be added by written addendum to the applicable Order Form. Additional User/Client User/Provider User subscriptions commence on the start date specified in the addendum to the Order Form and continue for the Subscription Term specified therein. User subscriptions shall automatically renew for additional periods equal to the shorter of the expiring Subscription Term or one year, unless either party gives the other party notice of non-renewal at least thirty (30) days before the expiry of the then current Subscription Term. The Access Fees (and any other applicable charges) for additional Users, Client Users or Provider Users added during the remainder of the Subscription Term and for the subsequent renewal term shall be the same as the Access Fees (and any other applicable charges) that applied during the immediately preceding Subscription Term unless AMS provides written notice of an increase at least forty-five (45) days before the extension of the Subscription Term.

16.3 Termination for Cause; Refund or Payment upon Termination.

16.3.1 Termination for Cause. In the event that either party breaches any of the terms or conditions in this Agreement, this Agreement may be terminated by the non-breaching party; provided that prior to any such termination or any claim for damages being made, the terminating party must provide the other party with thirty (30) days' written notice and sufficient detail of any such alleged breach so as to afford the breaching party an opportunity to cure the alleged breach.

16.3.2 Refund upon Termination for Cause. In the event that Customer exercises its right and terminates the Agreement in accordance with Section 16.3.1 as a result of a breach by AMS that remains unremedied, AMS shall refund to Customer any prepaid Access Fees covering the remainder of the Subscription Term of all subscriptions after the effective date of termination. In the event that AMS exercises its right and terminates the Agreement in accordance with Section 16.3.1 as a result of a breach by Customer then, without prejudice to any other rights or remedies AMS may have, Customer shall pay any unpaid Access Fees through the remainder of the Subscription Term.

16.4 Termination for Non-Appropriation of Funds. In the event that Customer is unable to continue to make payments required hereunder due to a failure of the responsible governmental entity to make available funding to the level and in the amount required to remain in compliance with Customer's financial obligations; hereunder, then upon the occurrence of such a non-appropriation event and on the date that the requisite funding ceases to be available to the Customer, Customer may terminate this Agreement, without further financial obligation or liability to AMS.

16.5 Survival. Upon termination of this Agreement for any reason, all licences granted under or in connection with this Agreement shall immediately terminate and Customer shall immediately cease (and procure that its Clients and Users

immediately cease) all use of, and access to, the Premium Software and Mobile Application. This Section and Sections 11, 14, 15, 17 and 18 shall survive termination of this Agreement howsoever arising.

17. MISCELLANEOUS PROVISIONS

17.1 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado without regard to its conflicts of laws provisions. In any litigation in which the parties are adverse, the parties agree to waive their respective rights to a trial by jury.

17.2 Arbitration. Disputes arising under this Agreement that cannot be resolved informally by the parties through good faith negotiations shall be resolved by arbitration before a sole arbitrator appointed and operating pursuant to the Federal Arbitration Act and Commercial Arbitration Rules of the American Arbitration Association and the party not initiating the arbitration will choose its location. The written decision of the arbitrator shall be final, binding and convertible to a court judgment in any appropriate jurisdiction. Each party shall bear its own expenses with respect to such arbitration and shall share equally in the expenses of the arbitrator and the fees of the American Arbitration Association.

17.3 Injunctive Relief. Notwithstanding anything above to the contrary, either party at any time may apply to a court having jurisdiction thereof for a temporary restraining order, preliminary injunction or other appropriate order where such relief may be necessary to protect its interests (including, without limitation, any breach of the obligations under Sections 3 to 6 and/or 15), without any showing or proving of any actual damages and without posting a bond or other security.

17.4 Assignment. Except as expressing permitted herein, neither party may transfer or assign this Agreement, in whole or in part, without the prior written consent of the other party and any such attempt at transfer or assignment shall be void. Notwithstanding the foregoing, AMS may transfer or assign this Agreement to an entity that is an affiliate of AMS or, in the event of a sale of all or substantially all of its assets or equity, each without the consent of Customer. This Agreement shall extend to and be binding upon any successors and permitted assigns of the parties. AMS may subcontract the performance of any of its obligations under this Agreement. AMS shall remain responsible for all acts and omissions of its subcontractors (and their employees) as it they were its own.

17.5 Independent Contractor. This Agreement does not constitute and shall not be construed as constituting a partnership, agency, distributorship or joint venture between the parties and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). AMS is to be and shall remain an independent contractor with respect to Products provided or Services performed under this Agreement.

17.6 Force Majeure. Except for the obligation to make payments as provided herein, neither party shall be liable to the other party or in default under this Agreement if it is prevented or delayed in performing its obligations or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes or other industrial disputes, failure of a utility service or transport or communications network, wars, act of God, fire, flood, storm, natural disaster, riot or civil commotion, malicious damage, acts of the public enemy, compliance with any law or government order, rule, regulation or direction, government restrictions or acts of terrorism. Such party shall promptly notify the other party and use reasonable efforts to remove the cause and continue its performance under this Agreement whenever the cause is removed.

17.7 Notices. All notices, requests, demands or communications required or permitted hereunder shall be in writing, delivered personally or by electronic mail or overnight delivery service at the respective addresses set forth herein (or at such other addresses as shall be given in writing by either party to the other). All notices, requests, demands or communications shall be deemed effective upon receipt for personal delivery, or on the business day following the date of sending by electronic mail or overnight delivery service.

17.8 Waiver; Severability. Any waiver of any default or breach of this Agreement shall be effective only if in writing and signed by an authorized representative of the party providing the waiver. No such waiver shall be deemed to be a waiver of any other or subsequent breach or default.

17.9 Severability. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted and such modification or deletion not affect the validity and enforceability of the rest of this Agreement.

17.10 Publicity. Subject to Section 15, AMS shall have the right to issue news releases, press releases or other communications regarding the intended nature of the relationship between the parties in connection with this Agreement to potential investors and customers. However, AMS shall not disclose any names of Customer or Clients without the prior written approval of the relevant Customer or Client.

17.11 Headings. Headings used in this Agreement are for convenience of reference only and shall not be construed as altering the meaning of this Agreement or any of its parts.

17.12 Execution. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all counterparts shall together constitute one agreement. Transmission of the executed

signature page of a counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Agreement.

17.13 Entire Agreement. This Agreement constitutes the entire understanding of the parties, and supersedes and extinguishes all prior promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter hereof. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

17.14 Third Party Rights. No one other than a party to this Agreement (and their permitted assignees) shall have any right to enforce any of its terms. For the avoidance of doubt, no Clients shall have the right to enforce any terms of this Agreement against AMS. The rights of the parties to enter into, rescind or vary this Agreement are not subject to the consent of any other person.

17.15 Variation. This Agreement may not be modified or amended except in writing and signed by both parties (or their authorised representatives).

THIS AGREEMENT has been entered into by each party's duly authorised representatives on the date of signature by AMS below.

FOR AND ON BEHALF OF:

CUSTOMER		**ALCOHOL MONITORING SYSTEMS, INC.**	
By:	_____ Authorized Signature	**By:**	_____ Authorized Signature
Name:	_____	**Name:**	Lou Sugo
Title:		**Title:**	VP
Date:	_____	**Date:**	_____

ATTACHMENT 1 – STATEMENT OF WORK
TO
PREMIUM SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT

ATTACHMENT 2 – ORDER FORM
TO
PREMIUM SOFTWARE SUBSCRIPTION AND SERVICES AGREEMENT
SOFTWARE, PRICING AND OTHER TERMS

1. Premium Software and Access Fees:

Premium Software	User Type:	Maximum Number of Users:	Price Per User (Specify Per Day/Per Monitored Day/Per Month/Per Year)	Annual Access Fees:
24x7	Read Only			
	Full Access			
API Daily Operations:		N/A		
Subtotal:				
Total Annual Access Fees:				**$**

2. Subscription Term: X Years

3. User Definitions:

Full Access User: Unlimited Client tests per day, unlimited number of Clients and 24/7 support call center. Has the ability to enter Client data, set/collect amounts due from Clients and full access to Power BI reporting, provide access for Data Access User, and set Client sanctions.

Data Access User: Unlimited Client tests per day, unlimited number of Clients and 24/7 support call center. Client set up, collect amounts due from Clients, and assign but not set Client sanctions. No access to Power BI reporting.

Read Only User: Ability only to view Client data. Visibility to Client case load, test results and Client payment compliance.

4. Billing Frequency:

24X7 - Access Fees: Annual, pre-paid in advance.
TouchPoint Mobile App: Monthly, in arrears

5. Implementation Services Fees: The Implementation Services Fees are as described in the Statement of Work mutually executed by the parties.

6. Training: $2500 per day for on-site training with a 2-day minimum

PLURALSIGHT

ATTACHMENT E: PLURALSIGHT TERMS AND CONDITIONS

Pluralsight, LLC ("Pluralsight") is this day entering into a contract and, for their mutual convenience, the parties are using the State of Utah Cooperative Contract AR2485 ("Agreement") This addendum ("Addendum") is attached and hereby made a part of the Agreement.

The Customer's Agreement is, with the exceptions noted herein, acceptable to the Pluralsight. Nonetheless, because certain clauses that appear in the Customer's Agreement cannot be accepted by the Pluralsight, and in consideration of the convenience of using that Agreement, and this Addendum, without the necessity of specifically negotiating a separate contract document, the parties hereto agree that, notwithstanding any provisions appearing in the attached Agreement, this Addendum will control where there is no conflict. In the event of conflict, the Agreement will control.

1. **Services to be Provided**. Pluralsight provides the opportunity to create progress through technology and develop the skills of tomorrow through: assessments, learning paths and courses authored by industry experts, and the tools to help businesses and individuals benchmark expertise across roles, speed up release cycles and build reliable, secure products. Customer desires to purchase a Pluralsight business Plan located at: https://www.pluralsight.com/plans or https://www.pluralsight.com/pricing/flow (each, a "Plan") for a number of its employees or affiliates (the "Users") to access Pluralsight.com and any applicable subdomains thereof, or any applications, mobile applications, functionalities, content, materials, or other online services provided by Pluralsight (collectively, the "Platform"). No hardware shall be furnished by Pluralsight to Customer under this Agreement.

2. **Platform Access**. Depending on the Plan purchased, Customer may designate one or more of Customer employees to act as plan manager(s) (each, a "Plan Manager"). Any Plan Manager Customer authorizes will have the ability to view User data and content, purchase additional subscriptions, invite Users to utilize the features included in Customer Plan, including assigning and authorizing Users via the Platform's Plan administrative functionalities. By purchasing a Plan, a specific number of individuals may register as Pluralsight users and receive access to the Platform. Each User must be designated and assigned by the Plan Manager, after which each User will be invited to register for a Pluralsight account and receive access to the Platform. Access to the Platform, including individual subscriptions, is to be used for the internal purposes of Customer and may not be shared. If Customer Plan requires it, or if Customer desire, we can assign and authorize Users to specific features included in Customer Plan after Customer purchases, so long as Customer provides us with the first name, last name, and email address of the individuals that will be entitled to access the Platform.

3. **Changing the Number of Users**. Customer may add additional Users during the term of the Agreement. Access to the Platform is conditioned upon timely payment for each User added, which will be prorated for the number of days remaining in the term and paid by your payment method on file (or invoiced). The number of individual Users permitted in Customer's Plan may not be reduced during the term, nor will refunds be given for unused or unassigned licenses.
4. **Transfer of Access Not Permitted.** Customer acknowledges and agrees that the User access is specific to the individuals designated. Except as set forth in the Agreement, access granted under this Agreement is not transferable to any other individual for any reason, and Customer will take all commercially reasonable steps to prevent Users from granting access to the Platform to any other individuals, both in and outside of Customer organization.

5. **Warranties**. Pluralsight represents, warrants and covenants that: (i) it has and will have all rights, titles, licenses, intellectual property, permissions and approvals necessary in connection with its performance under the Agreement and to grant Customer the rights granted hereunder; and (ii) neither the Platform (including the Proprietary Material), nor the provision or utilization thereof as contemplated under the Agreement, will infringe, violate, trespass or in any manner contravene or breach or constitute the unauthorized use or misappropriation of any intellectual property of any third party. EXCEPT AS OTHERWISE INDICATED, THE PLATFORM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. **Use of Materials**. Pluralsight's Platform contains copyrighted materials, trademarks, proprietary and confidential information, and intellectual property of Pluralsight and licensors of Pluralsight (collectively, "Proprietary Material"),

including, but not limited to, video, text, software, photos, graphics, image, music, and sound. Customer agrees, for itself and for each individual User, not to modify, publish, transmit, participate in the transfer or sale of, create derivative works of, or in any way exploit, in whole or in part, any Proprietary Material. Proprietary Materials may only be accessed through the Platform, and not from any other site or means. The License granted by the Agreement is a right of access through the Platform only, and does not grant to Customer or the Users any right to download or store any Proprietary Material in any medium, other than that downloadable content that is provided for certain training courses, including exercise files, course slides, and sample code ("Authorized Downloadable Materials"). Authorized Downloadable Materials are held by Customer or its Users pursuant to a limited license only, and are subject to all restrictions described herein, including the prohibition on further transfer, sale, creation of derivative works, or exploitation in any manner.

7. **Reservation of Rights**. Pluralsight reserves all intellectual property rights to the Proprietary Material, other than as specifically granted under the License contained in the Agreement. No posting, copying, transmission, retransmission, distribution, redistribution, publication, republication, decompilation, disassembling, reverse engineering, or otherwise reproducing, storing, transmitting, modifying, or commercially exploiting any Proprietary Material in any form or by any means, for any purpose, is permitted without the express written permission of Pluralsight.

8. **Prohibited Conduct**. Customer acknowledges that the Platform contains training videos that are viewable through online streaming methods and are not to be downloaded by Customer or its Users, except under limited circumstances and for limited times as permitted by the Platform's offline viewing feature. Customer acknowledges and agrees that neither it nor its Users may:

   (i) reproduce, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, create derivative works of, license, capture, download, save, upload, print, or otherwise transfer or retain information or content available on the Platform other than with regard to Authorized Downloadable Materials, subject to the limited permissions set forth herein;

   (ii) manually or systematically harvest, scrape, collect or otherwise extract information or data contained on the Platform, other than permitted use of Authorized Downloadable Materials or temporary storage of video materials for offline viewing (if permitted by your Plan).

   (iii) permit or provide others access to the Platform;

   (iv) impersonate or attempt to impersonate Pluralsight, a Pluralsight employee, another user, or any other person or entity (including without limitation by using e-mail addresses or account information associated with any of the foregoing) or provide incorrect or knowingly false information;

   (v) remove or modify any copyright, trademark, legal notices, or other proprietary notations from the Proprietary Materials or any other content available on the Platform;

   (vi) violate or attempt to violate the Platform's security mechanisms, attempt to gain unauthorized access to the Platform or assist others to do so, or otherwise breach the security of the Platform or corrupt the Platform in any way;

   (vii) co-brand or frame the Platform or establish a link in such a way as to suggest any form or association, approval, or endorsement on our part, without the prior express written permission of an authorized representative of Pluralsight;

   (viii) use any portion of the Platform to aid in transmitting, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter", or "spam" or any other similar solicitation;

   (ix) post to any portion of the Platform any inappropriate, offensive, racist, hateful, sexist, pornographic, false, misleading, infringing, defamatory, or libelous content;

   (x) use the Platform or its contents (including User Content) to recruit, solicit, or contact in any form other users or potential users for employment or contracting for a business not affiliated with us without the prior express written permission of an authorized representative of Pluralsight;

   (xi) use or attempt to use the Platform to store or transmit software viruses, worms, time bombs, Trojan horses, or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment;

   (xii) engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Platform, or which, as determined by us, may harm us or users of the Platform or expose them to liability; and/or

   (xiii) use the Platform in any manner that could disable, overburden, damage, or impair the Platform, interfere with any other party's use of the Platform (including their ability to engage in real time activities through the Platform), or otherwise attempt to interfere with the proper working of the Platform.

9. **Works for Hire and Deliverables.** Any concepts of acceptance for services provided under the Agreement are hereby deleted in their entirety. Professional services provided by Pluralsight to Customer hereunder, if any, will be outlined in the applicable Sales Order.

This Agreement consisting of this Addendum and the Terms and Conditions of Purchase Order attached hereto constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

Tanium End User License Agreement

IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT ACCESS, DOWNLOAD, INSTALL, USE OR COPY THE LICENSED SOFTWARE. BY DOWNLOADING, INSTALLING, USING OR COPYING THE LICENSED SOFTWARE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT IT IS LEGALLY BOUND BY ITS TERMS. THE PERSON ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER REPRESENTS THAT HE OR SHE (1) HAS FULL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT; AND (2) HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT. BY CLICKING THROUGH OR OTHERWISE ACCEPTING THIS AGREEMENT ELECTRONICALLY, INCLUDING BY DOWNLOADING, INSTALLING, USING OR COPYING THE LICENSED SOFTWARE, CUSTOMER IS CONSENTING TO THE USE OF ELECTRONIC DELIVERY OF DOCUMENTS AND AN ELECTRONIC SIGNATURE, AND AGREES THAT SUCH ELECTRONIC SIGNATURE IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE BINDING TO THE SAME EXTENT AS ORIGINAL SIGNATURES.

This End User License Agreement (the "A**greement**") is entered into by and between Tanium and the end user customer (hereinafter "**Customer**"), to permit the use of the Licensed Software and Support as defined herein and purchased by Customer. The "**Effective Date**" of the Agreement and license(s) granted under this Agreement will be the earlier of the date set forth in the Schedule or the date on which Tanium initially delivers a license key that allows the Customer to download or access the Licensed Software. "**Tanium**" means the Tanium entity listed or identified on the current approved Tanium-provided quote for the Licensed Software and Support (the "**Quote**"), or otherwise communicated to the Customer by Tanium. Tanium and Customer may be referred to collectively as the "**parties**" or individually as "**party**."

1. **Grant of License.**

1.1 License. Subject to the terms and conditions of this Agreement, Tanium grants Customer a revocable, non-transferable, non-exclusive license ("**License**") to copy and use the proprietary software in object code form and related proprietary components made Generally Available by Tanium and provided by or on behalf of Tanium to Customer in connection with this Agreement (the "**Licensed Software**") in accordance with the Documentation for Customer's internal use only during the applicable Licensed Term. The term "Licensed Software" will include Tanium's then-current documentation made available by Tanium to its customer base for use of the Licensed Software, as updated from time-to-time by Tanium in its discretion (the "**Documentation**"), and any updates, bug fixes, APIs, sensors, scripts, releases, 'Saved Questions' and versions (collectively, "**Enhancements**") made Generally Available by Tanium and provided by Tanium to Customer. During the Licensed Term, Tanium may also provide Customer with non-GA materials including 'Labs' content, sensors, scripts, releases, and 'Saved Questions' (the "**Support Materials**"). Customer may use the Support Materials during the applicable Licensed Term only as needed for Customer to use the Licensed Software. The term "**Generally Available**" or "**GA**" means a production version made available to Tanium's customer base, but specifically excludes Support Materials including any content marked 'Labs' or 'Community'.

The Licensed Software and Support Materials are licensed to Customer, not sold. The Licensed Software, Documentation, Support Materials and Support provided by Tanium contain material that is protected by copyright, patent, trade secret law, and other intellectual property law, and by international treaty provisions. All rights not expressly granted to Customer under this Agreement are reserved by Tanium. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights, and other intellectual property and proprietary rights in the Licensed Software, Documentation, Support Materials and Support provided by Tanium whether or not registered will remain the sole and exclusive property of Tanium or its licensors and suppliers, as applicable.

1.2 License Metric. The Licensed Software is licensed on a per Managed OS Instance basis. A "**Managed OS Instance**" means a physical device or virtual machine where the Licensed Software can be installed, and where that device is capable of processing data. Managed OS Instances include: mobile/smart phone, diskless workstation, personal computer workstation, networked computer workstation, homeworker/teleworker, home-based system, file server, print server, e-mail server, internet gateway device, storage area network server, terminal servers, portable workstation connecting to a server or network, or container (host and/or constituent container). Certain Tanium modules may be licensed and charged on a per container basis, as more fully set forth in the Quote or Schedule. In the case of a virtual system, in addition to the virtual Managed OS Instance(s), the hypervisor is considered to be a single Managed OS Instance if the Licensed Software is installed at the hypervisor level.

1.3 System Configuration. Hardware and software requirements for proper installation and use of the Licensed Software are set forth in the relevant Documentation. Customer is solely responsible and fully liable for purchasing, providing, installing, and using all required equipment, networks, peripherals, third-party software, and hardware, including, but not limited to, third-party software, scripts, or other technologies that may interoperate and be used in conjunction with the Licensed Software, all of which are expressly excluded from all warranty, indemnity and support obligations described elsewhere in this Agreement.

2. **Restrictions.** Customer's license to the Licensed Software is subject to the following license conditions and restrictions:

2.1 Customer's Benefit. Customer must not use or permit the Licensed Software to be used in any manner, whether

directly or indirectly, that would enable Customer's personnel or any other person or entity to use the Licensed Software for anyone's benefit other than Customer or its Affiliates. Customer must purchase each license it intends to use.

2.2 *Limitations on Copying and Distribution*. Customer must not copy or distribute the Licensed Software, whether directly or indirectly, except to the extent that copying is necessary to use the Licensed Software for the purposes set forth herein. Customer may make a single copy of the Licensed Software for backup and archival purposes.

2.3 *Limitations on Reverse Engineering and Modification*. Except to the extent such a limitation is expressly prohibited by applicable law, Customer must not reverse engineer, decompile, disassemble, modify, or create derivative works of the Licensed Software whether directly or indirectly.

2.4 *Sublicense, Rental and Third-party Use.* Except to the extent expressly permitted by this Agreement, Customer must not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Licensed Software, or directly or indirectly permit any third party to use or copy the Licensed Software. Customer must not operate a service bureau or other similar service for the benefit of third parties using the Licensed Software.

2.5 *Proprietary Notices*. Customer must not remove any proprietary notices (*e.g.,* copyright and trademark notices) from the Licensed Software. Customer must reproduce the copyright and all other proprietary notices displayed on the Licensed Software on each permitted back-up or archival copy.

2.6 *Use in Accordance with Documentation*. All use of the Licensed Software shall be in accordance with the Documentation and this Agreement.

2.7 *Use of the Licensed Software*. Customer shall be solely responsible and fully liable for its use of the Licensed Software, including, but not limited to, for ensuring that the use of the Licensed Software is in compliance with all applicable foreign, federal, state, and local laws, rules, and regulations.

2.8 *Tanium's Intellectual Property*. Customer shall not use the Licensed Software or Tanium Confidential Information whether directly or indirectly to contest the validity of any Tanium intellectual property, including the Licensed Software; any such use of Tanium's information will constitute a material, non-curable breach of this Agreement.

2.9 *Competition*. Customer shall not use the Licensed Software or Tanium Confidential Information in a manner to compete with Tanium or to assist a third party in competing with Tanium, or for benchmarking or competitive analysis.

2.10 *Notice and Prevention*. Customer shall notify Tanium promptly upon learning of any attempt by anyone to misuse, misappropriate, copy, modify, derive, or reverse engineer any Licensed Software and Customer shall cooperate and assist Tanium in discovering, preventing, and recovering damages for any such misappropriation, copying, modification, derivation, or reverse engineering of the Licensed Software.

3. **Affiliates and Managing Parties.** The term "**Affiliate**" means an entity that is controlled by, controls, or is under common control of a party, where "control" means the ownership, in the case of a corporation, of more than fifty percent (50%) of the voting securities in such corporation or, in the case of any other entity, the ownership of a majority of the beneficial or voting interest of such entity. Customer may allow its Affiliate(s) to use the Licensed Software and Support Materials provided that (a) the Affiliate only uses the Licensed Software and Support Materials for Customer's or Affiliate's internal business purposes and up to the authorized number of Managed OS Instances in accordance with the terms and conditions of this Agreement and (b) Customer is responsible for and remains liable for the Affiliate's use of the Licensed Software and Support Materials in compliance with the terms and conditions of this Agreement. If Customer enters into a contract with a third party that manages Customer's information technology resources ("**Managing Party**"), Customer may allow its Managing Party to use the Licensed Software and Support Materials on Customer's Managed OS Instances, provided that (a) the Managing Party only uses the Licensed Software for Customer's internal business purposes and not for the benefit of any third party or for the Managing Party, (b) the Managing Party agrees to comply with the terms and conditions of this Agreement, and (c) Customer is responsible for and remains liable for the Managing Party's use of the Licensed Software and Support Materials in compliance with the terms and conditions of this Agreement. In addition, Customer shall ensure that its personnel comply with the terms of this Agreement.

4. **Term and Termination.** Unless otherwise agreed in a Schedule, the License(s) will commence upon the initial delivery of the license keys that allow Customer to download or access the Licensed Software ("**Delivery**") and will continue for the term of the applicable License(s) or until this Agreement is terminated as provided in this Section, whichever occurs first (the "**Licensed Term**"). The Licensed Term will be as set forth in the Schedule. Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the material breach within thirty (30) days of such written notice, or within five (5) days of such written notice in the case of Customer's breach of Sections 1 (Grant of License) or 2 (Restrictions). Notwithstanding the foregoing, if a material failure is not curable, the non-defaulting party may immediately terminate this Agreement upon written notice to the other party. In addition, if Customer fails to make payments as required hereunder and such failure is not cured within fifteen (15) days of written notice from Tanium, Tanium may immediately cease performing Support Services. Either party may, in its sole discretion, elect to terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party. Upon any termination or expiration of this Agreement, the Licenses granted in Section 1 (Grant of License) will automatically terminate and Customer will have

no further right to possess or use the Licensed Software. Tanium reserves the right to seek all remedies available at law and in equity for Customer's material breach of this Agreement.

5. Fees and Expenses; Delivery and Taxes.

5.1 Fees and Expenses. Notwithstanding anything else to the contrary, if Customer orders from a Tanium authorized business partner ("**Reseller**"), final terms of the transaction (e.g., pricing, discounts, fees, payments, and taxes) are solely subject to the agreement between Customer and its Reseller of choice. This Agreement will govern Tanium's provision of and Customer's license to the Licensed Software and Support whether Customer orders the Licensed Software and Support from Tanium or a Reseller. Unless Customer orders directly from a Reseller, Customer will pay the Licensed Software and Support fees directly to Tanium and Tanium will fulfill all orders. The parties will enter into a schedule(s) or purchase order(s) that describe the Licensed Software and/or Support to be acquired by Customer (each a "**Schedule**"). This Agreement applies to any Schedule that references this Agreement. When a purchase order will be utilized as a Schedule, the purchase order must reference and be made pursuant to this Agreement and the applicable Quote. Notwithstanding anything else to the contrary, any terms and conditions in the purchase order that conflict or are inconsistent with the Quote or this Agreement will have no force or effect. The purchase order will not add or remove terms from the Quote or this Agreement. Tanium further reserves the right to expressly reject any purchase order that does not comport to the requirements of this Section.

Unless otherwise set forth in a Schedule: (a) fees for Licenses and Support will be billed, due, and payable fully in advance thirty (30) days after Customer's receipt of an invoice. Payments will be made by electronic transfer to a bank account designated by Tanium on the invoice in the amount of fees for the Licensed Software and Support ordered (less any applicable credits and deductions and plus any applicable taxes, shipping, and other charges). The effective date of payment shall be the date on which the entire amount due is credited to Tanium's bank account or the instrument enabling immediate collection of the entire amount due is received. All payments not made by Customer when due will be subject to late charges of the lesser of (i) one percent (1%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Customer shall pay all court costs, fees, expenses, and reasonable attorneys' fees incurred by Tanium in collecting delinquent fees.

5.2 Taxes. All amounts payable by Customer to Tanium under this Agreement are exclusive of any taxes, levies, or duties, of any nature, that may be assessed by any jurisdiction (collectively "**Taxes**"). Customer is responsible for paying all Taxes including sales, use, excise, import or export values or fees, stamp duties, foreign withholding (if applicable to paying jurisdiction), value-added, personal property, or any other tax resulting from the delivery, possession, or use of the Licensed Software, purchases of hardware, or performance of any Support hereunder in the execution or performance of this Agreement. Taxes do not include any taxes payable by Tanium for its employees or for its net income.

All Licensed Software will be delivered and accessed electronically. In conjunction with the billing, collection and payment of any Taxes, Customer must provide Tanium with a physical address of the download site for the Licensed Software. This address will be used as the "shipped to address" on all invoices. Customer will pay all Taxes relating to, or under this Agreement, unless Customer is exempt from the payment of such Taxes and provides Tanium with evidence of valid exemption certificate(s). If its tax status changes, Customer must notify Tanium in writing (email is sufficient) at least 30 days in advance of Customer's next billing cycle. If Tanium becomes entitled to a refund or credit of Taxes previously paid by Customer pursuant to this Section, any such refunded or credited amounts (including any interest received thereon) shall be promptly granted as a credit memo against Customer's account or, upon Customer's request, paid over to Customer.

Unless both Customer and Tanium agree otherwise, Customer will make no deduction from any amounts owed to Tanium for any un-invoiced taxes of any type. Subject to applicable laws, Tanium will cooperate with Customer to reduce the amount of applicable withholding taxes and Customer will not take any action that is prejudicial to obtaining an available tax exemption by Tanium. Upon Customer's written request, Tanium will provide Customer with written proof that it has made all registrations and reports required for these tax payments. If Tanium claims a tax exemption that may affect any obligations of Customer, Tanium will disclose this exemption to Customer on a timely basis and provide Customer with all exemption documentation requested by Customer. If Customer is required to withhold amounts from any payments due to Tanium hereunder as prescribed by applicable law, Customer will make such withholding, remit such amounts to the appropriate taxing authorities. Customer agrees to increase the amount payable as necessary so that after making all required deductions and withholdings, Tanium receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer will indemnify Tanium from and against any disputed taxes, including interest and penalties, on the Licensed Software or Support, by the taxing authorities. If the taxation of the item(s) is disputed by the taxing authorities, Tanium will notify Customer, if practical, to work with Customer and the taxing authorities to minimize any potential deficiencies.

6. Support; Personal Data and Systems Information; Supplemental Support and Training.

6.1 Support. The term "**Support**" means, collectively, the Support Services, Supplemental Support, Training, and any other services acquired by Customer from Tanium, all of which are provided in accordance with, and governed by, the terms and conditions of this Agreement. The type, term, and level of Support are as set forth in the applicable Schedule. If Customer has a current Support Services entitlement or License governed by this Agreement, then Tanium will provide Customer with the support and maintenance services described in Section 6.2 (the "**Support Services**"). Once the relevant

Support Services entitlement or License has expired, Customer has no further right to receive any Support Services. Unless otherwise set forth in the Schedule, the term of Support Services is coterminous with the Licensed Term (the "**Support Term**"). All Support is provided subject to the terms and conditions of this Agreement. Geographic limitations may apply. Unless otherwise agreed upon in writing by the parties, Support Services will be provided in English only.

6.2 Support Services. Unless otherwise set forth in the Schedule, Tanium will provide the following Support Services to Customer.

6.2.1 **General**. During the Support Term, Tanium shall provide Customer with reasonable support for the person(s) designated by customer that may contact Tanium for Support Services ("**Technical Support Contact(s)**"). Customer may contact Tanium for Support Services Monday through Friday, 7 a.m. to 7 p.m. Pacific Standard Time, excluding Tanium holidays. Tanium shall use good faith efforts to work with Customer during Customer's normal business hours in the time zone in which the Customer is located to resolve any issues raised by Customer. Customer may designate up to a maximum of two (2) Technical Support Contacts.

6.2.2. **Contacting Tanium**. Customer may contact Tanium for Support Services by submitting a request via the internet-based support and maintenance platform for which Customer will register and use to submit Support Requests and access Documentation during the Licensed Term or Support Term, as applicable, (the "**Tanium Support Portal**").

6.2.3. **Customer's Obligations**. All Customer requests made to Tanium for Support Services in accordance with Section 6.2 ("**Support Requests**") shall be submitted by Customer to Tanium through Customer's Technical Support Contact(s). Customer may change its designation of Technical Support Contact(s) upon written notice to Tanium.

Customer is responsible for: (1) preparing and maintaining their systems (*e.g.*, multi- factor authentication) and facilities in accordance with the Documentation and specifications of the appropriate suppliers; (2) securing all required permits, inspections, and licenses necessary to use the Licensed Software and Support Services; and (3) complying with all applicable laws while using the Licensed Software and Support Services.

Customer shall be solely responsible for maintaining all necessary backup and recovery procedures to prevent loss of its data. Customer acknowledges and agrees that Customer is solely responsible for the function, performance, and results achieved in using or accessing the Support Materials that Tanium may make available to Customer in connection with the Support Services.

6.2.4 **Third-Party Support**. Notwithstanding anything else to the contrary in this Agreement, if Customer enters into an agreement with a Reseller under which the Reseller will provide support to Customer for the Licensed Software ("**Third-Party Support**"), Customer must contact the Reseller, and not Tanium, for support. Customer acknowledges that (i) all terms and conditions related to Third-Party Support are solely subject to the agreement between Customer and the Reseller; and (ii) Tanium has no responsibility or liability for Third-Party Support.

6.3 Personal Data and Systems Information.

6.3.1 **Personal Data**. Customer, rather than Tanium, determines which types of data, including Personal Data (as defined in the Data Processing Addendum), exists within its endpoint environment, and determines to what extent Personal Data is processed through its use of the Licensed Software and Support. To the extent that Tanium processes Personal Data on behalf of Customer while providing the Licensed Software and Support, Tanium will process such Personal Data pursuant to the Data Processing Addendum found at http://tanium.com/dpa, which is hereby incorporated into and made a part of this Agreement.

6.3.2 **Systems Information**. During the term of the Agreement, Customer may provide to Tanium and the Licensed Software and Support may collect performance, usage, and analytics information relating to Customer's operation and use of the Licensed Software and Support, metadata relating to Customer's networks, software, applications, and systems, device identifiers, network telemetry, endpoint telemetry, system configuration, and data generated through any of the foregoing (collectively, "**Systems Information**"). Because Customer's endpoint environment is unique in configurations and naming conventions, the Systems Information could potentially include Personal Data. Customer may redact, edit, or otherwise suppress any Systems Information, including Personal Data, prior to providing to Tanium for processing. To the extent any Systems Information includes Personal Data, Customer represents and warrants that it has made all necessary disclosures and has a lawful basis to share the Personal Data with Tanium for the Permitted Purpose.

Customer agrees that Tanium may use Systems Information: (a) to provide the Licensed Software and Support; (b) to research, develop, and improve Tanium's products and services; (c) as directed or instructed by Customer; and (d) on an aggregated and/or anonymized basis, for marketing purposes (the "**Permitted Purpose**"). To the extent Systems Information identifies Customer, such Systems Information will be held in confidence by Tanium in accordance with Section 10 (Confidentiality).

6.3.3 As between Customer and Tanium, this section states Tanium's entire obligation with respect to Personal Data.

6.4 Supplemental Support and Training. Supplemental Support may be purchased by Customer and provided by Tanium in accordance with Appendix A. Product training may be purchased by Customer and provided by Tanium with respect to the Licensed Software ("**Training**").

7. Limited Warranty; Disclaimer; Integrations with Third-Party Software and Services.

7.1 Limited Warranty. During the Warranty Period, Tanium warrants that (i) the Licensed Software will operate in substantial conformity with the Documentation; and (ii) it shall use commercially reasonable efforts to screen the Licensed Software prior to Delivery to Customer for viruses, Trojan horses, and other malicious code. The term "**Warranty Period**" means ninety (90) days from the Effective Date. If the Licensed Term is less than ninety (90) days, the Warranty Period will be for the length of the applicable Licensed Term. The foregoing warranties are solely for the benefit of Customer and Customer shall have no authority to extend such warranty to any third party. The sole and exclusive remedy of Customer, and the sole and exclusive liability of Tanium, for breach of the foregoing warranties in this Section, shall be to repair or replace the non-conforming Licensed Software, or if repair or replacement would, in Tanium's opinion, be commercially unreasonable, then Tanium shall terminate the relevant licenses and refund to Customer the portion of prepaid license fees paid for such non-conforming Licensed Software. This warranty is contingent upon the proper installation and use of the Licensed Software as described in the Documentation and this Agreement; Tanium shall not be responsible for Customer's use of the Licensed Software if not operated in a manner recommended in the Documentation. Any modification to the Licensed Software by Customer or any third party or failure by Customer to implement any Enhancements to the Licensed Software may void Tanium's obligation to provide Support Services and Tanium's warranties under this Section.

In addition, Tanium warrants that any Supplemental Support and Training will be provided in a professional and workmanlike manner consistent with relevant industry standards. If Tanium breaches the foregoing warranty, Customer's sole remedy will be to terminate the applicable Supplemental Support and/or Training and receive a refund of any prepaid unused fees for such non-conforming Supplemental Support and/or Training.

7.2 EXCEPT AS PROVIDED IN THIS SECTION, THE LICENSED SOFTWARE, SUPPORT MATERIALS, AND ALL SUPPORT ARE PROVIDED ON AN "AS-AVAILABLE, " "AS-IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANIUM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE LICENSED SOFTWARE, SUPPORT MATERIALS AND SUPPORT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. TANIUM DOES NOT WARRANT THAT THE LICENSED SOFTWARE OR SUPPORT WILL MEET CUSTOMER'S REQUIREMENTS; THAT CUSTOMER'S USE OF THE LICENSED SOFTWARE OR SUPPORT WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS; THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ERRORS OR DEFECTS IN THE LICENSED SOFTWARE WILL BE CORRECTED. TANIUM DOES NOT PROVIDE WARRANTIES WITH RESPECT TO ANY NON-GA PRODUCTS, SCRIPTS, CONTENT, OR OTHER TECHNOLOGIES, INCLUDING THE SUPPORT MATERIALS AND ANY INFORMATION OR ADVICE PROVIDED BY TANIUM PERSONNEL IN THE COURSE OF PROVIDING SUPPORT. TANIUM HAS NO RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY PRODUCTS OR TECHNOLOGIES USED BY CUSTOMER WHETHER INDEPENDENTLY OR IN CONJUNCTION WITH THE LICENSED SOFTWARE. If applicable law affords Customer implied warranties, guarantees or conditions despite these exclusions, those warranties will be limited to one (1) year from the Effective Date and Customer's remedies will be limited to the maximum extent allowed by Sections 7 (Limited Warranty; Disclaimer; Integrations with Third-Party Software and Services) and 9 (Limitation of Liability).

7.3 Integrations with Third-Party Software and Services. Customer acknowledges that the Licensed Software may contain features designed to integrate or interoperate with third-party software or services, that Tanium reserves the right to remove or alter any such Licensed Software features, and that any such removal or alteration does not entitle Customer to any refund, credit, or other compensation. If Customer elects to use third-party software or services with the Licensed Software, Customer grants Tanium permission to allow the third-party software services or its provider to access Customer's data and information pertinent to Customer's usage of the third-party software and services as appropriate for the integration or interoperability of such third-party software or services with the Licensed Software.

8. Indemnities. If a third party claims that Customer's licensed use of the Licensed Software in compliance with the terms of this Agreement infringes a United States: (i) patent, (ii) copyright, or (iii) trademark, or misappropriates a trade secret, of that third party, Tanium, at its sole cost and expense, will defend Customer against any such claim, and indemnify Customer from any damages, liabilities, costs and expenses awarded by a court to the third party claiming infringement or set forth in a settlement agreed to by Tanium. The foregoing obligation of Tanium is contingent upon Customer promptly notifying Tanium in writing of such claim, permitting Tanium sole authority to control the defense or settlement of such claim, and providing Tanium reasonable assistance in connection therewith. If a claim of infringement under this Section occurs, or if Tanium determines a claim is likely to occur, Tanium will have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Licensed Software; (ii) modify the Licensed

Software to make it non-infringing, without loss of material functionality; or (iii) replace the Licensed Software with a functionally equivalent, non-infringing software or offering. If either of these remedies is not reasonably available to Tanium, Tanium may, in its sole discretion, immediately terminate this Agreement and return the license fees paid by Customer for the infringing Licensed Software, prorated for use over the lesser of (i) a three (3) year period or (ii) the remaining unused Licensed Term. Notwithstanding the foregoing, Tanium shall have no obligation with respect to any claim of infringement that is based upon or arises out of (each of the following an "**Excluded Claim**"): (i) the use or combination of the Licensed Software with any third-party or Customer hardware, software, products, data or other materials; (ii) modification or alteration of the Licensed Software by anyone other than Tanium; (iii) Customer's failure to implement any Enhancement or Workaround that would have avoided the claim; (iv) Customer's use of the Licensed Software in excess of the rights granted in this Agreement; (v) any third-party components; or (vi) a business method or process that is inherent to Customer's business. The provisions of this Section state Customer's sole and exclusive remedy and the sole and exclusive obligations and liability of Tanium and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Licensed Software and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Customer will indemnify, defend, and hold Tanium and its Affiliates and their officers, directors, agents, employees, contractors, successors and assigns harmless from any claim, demand, action, proceeding, judgment, or liability from a third-party claim arising out of an Excluded Claim. Customer's indemnification obligation is contingent upon Tanium promptly notifying Customer in writing of such claim, permitting Customer sole authority to control the defense or settlement of such claim, and providing Customer reasonable assistance in connection therewith. The indemnified party may participate in the defense at its sole cost. Customer shall be responsible for determining whether the Licensed Software adheres to any applicable laws to which it subject and otherwise meets its business needs.

9. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TANIUM OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO CUSTOMER, ITS AFFILIATES OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHICH THE PARTIES EXPRESSLY AGREE SHALL INCLUDE, WITHOUT LIMITATION AND REGARDLESS OF ITS LEGAL CATEGORIZATION, ANY DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, COMPUTER FAILURE AND MALFUNCTION, AND/OR COST OF REPLACEMENT GOODS AND SERVICES OR ANY OTHER DAMAGES SUSTAINED BY CUSTOMER ARISING OUT OF OR RELATED TO THE LICENSED SOFTWARE, SUPPORT OR THIS AGREEMENT, EVEN IF TANIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF TANIUM AND ITS LICENSORS AND SUPPLIERS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO THE FEES PAID BY CUSTOMER FOR THE LICENSED SOFTWARE OR SUPPORT GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING IS INTENDED TO BE AN AGGREGATE LIMIT, NOT PER INCIDENT. THE PARTIES ACKNOWLEDGE THAT ONLY CUSTOMER CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO THEIR OWN NEEDS TO PROTECT THEMSELVES IF AN ERROR IN THE SOFTWARE CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE REASONS, CUSTOMER AGREES TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGES THAT WITHOUT CUSTOMER'S AGREEMENT TO THESE TERMS, THE FEE CHARGED FOR THE LICENSED SOFTWARE WOULD BE HIGHER. NO CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER CUSTOMER IS MADE AWARE OF THE CIRCUMSTANCES THAT RESULTED IN SUCH CAUSE OF ACTION. IN THE EVENT TANIUM MAKES A REFUND OR CREDIT UNDER THIS AGREEMENT, ANY SUCH MONIES REFUNDED OR CREDITED BY TANIUM WILL BE APPLIED TO THE MEASURE OF DAMAGES SUBSEQUENTLY AWARDED BY THE COURT, IF ANY. NEITHER PARTY WILL SEEK A DUPLICATE AWARD OF DAMAGES FOR ANY REFUNDED OR INDEMNIFIED MONIES PAID UNDER THIS AGREEMENT.

10. **Confidentiality**. Each party agrees to hold the other party's (and that of its affiliates disclosed in connection with this Agreement) Confidential Information in confidence using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all time exercising at least a commercially reasonable degree of care in the protection of such Confidential Information), and not to make each other's Confidential Information available in any form to any third party (other than their authorized agents) or to use each other's Confidential Information for any purpose other than as specified in this Agreement (subject in all cases to the rights granted to Tanium in Section 11.2). Each party agrees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed, used, or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. In addition, Customer must ensure that any Managing Party will hold Tanium's Confidential Information in confidence and otherwise comply with this Section. "**Confidential Information**" shall mean, with respect to a party hereto, all information or material disclosed or made available by one party or its affiliates to the other party or its affiliates in connection with this Agreement which (i) is marked confidential or proprietary; or (ii) from all the relevant circumstances should reasonably

be assumed to be confidential. Confidential Information includes, but is not limited to, the Licensed Software and Support Materials. Each party's Confidential Information shall remain the sole and exclusive property of that party. Neither party shall have any obligation with respect to Confidential Information which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party without restrictions on disclosure; (iii) is independently developed by the receiving party without reliance upon or use of the disclosing party's Confidential Information; or (iv) is approved for release by the disclosing party in writing. Notwithstanding the foregoing, Customer acknowledges and agrees that Tanium may use Customer's Confidential Information internally at Tanium for sales/support analytics and training. Each party acknowledges and agrees that due to the unique nature of the Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a party or third parties to unfairly compete with the other party, resulting in irreparable harm to such party, and therefore, that upon any such breach or any threat thereof, each party will be entitled to seek appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. In the event the parties previously executed a non-disclosure agreement related to Customer's prospective license of the Licensed Software or Support, the terms of this Section 10 (Confidentiality) will supersede such non-disclosure agreement from and after the Effective Date.

11. Evaluation Software and Feedback.

11.1 Evaluation Software. This Section only applies to Licensed Software designated by Tanium as "**Evaluation Software**." Subject to Section 2 (Restrictions), Tanium grants to Customer a non-transferable, non-exclusive limited license to use the Evaluation Software for its internal evaluation and lab purposes only. The term of this license is for a period of thirty (30) days following Delivery of the Evaluation Software ("**Evaluation Period**"). Tanium may extend the Evaluation Period in writing at its discretion. Unless otherwise agreed in writing by Tanium, Customer agrees to use the Evaluation Software in a non-production environment. Customer bears the sole risk of using the Evaluation Software. TANIUM PROVIDES THE EVALUATION SOFTWARE TO CUSTOMER "AS-IS" AND GIVES NO REPRESENTATION, WARRANTY, INDEMNITY, GUARANTEE OR CONDITION OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANIUM'S TOTAL AGGREGATE LIABILITY AND THAT OF ITS LICENSORS, SUPPLIERS, AND PARTNERS IS EXPRESSLY LIMITED TO FIVE HUNDRED DOLLARS ($500) FOR ANY AND ALL DAMAGES REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. Because the Evaluation Software is provided "AS-IS," Tanium may not provide Support for it. This Section supersedes any inconsistent term in the Agreement for purposes of the Evaluation Software.

11.2 Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Tanium with respect to its products and services, including the Licensed Software. Feedback is voluntary and Tanium is not required to hold it in confidence. Tanium may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Tanium an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Tanium's business, including enhancement of the Licensed Software.

11.3 Beta Software. If the Licensed Software released to Customer has been identified by Tanium as "**Beta Software**," then the provisions of Section 11.1 (Evaluation Software) will apply, in addition to this Section 11.3 (Beta Software). Customer is under no obligation to use any Beta Software; doing so is in Customer's sole discretion. Because Beta Software can be at various stages of development, operation and use of the Beta Software may be unpredictable. Customer acknowledges and agrees that: (1) Beta Software has not been fully tested; (2) use or operation of Beta Software should not occur in a production environment; (3) Customer's use of Beta Software will be for purposes of evaluating and testing new functionality and providing Feedback to Tanium; and (4) Customer will inform its personnel regarding the nature of the Beta Software. In addition, Tanium has no obligation to Customer to (1) further develop or release the Beta Software or (2) provide Support for the Beta Software. If Tanium releases another version of the Beta Software, Customer will return or destroy all prior version(s) or release(s) of the Beta Software that it received from Tanium.

12. Governing Law/Jurisdiction. This Agreement will be governed by and construed in accordance with the substantive laws in force: (a) in the State of Washington, if you purchased the Licensed Software and Support in the United States or Canada, or (b) in England and Wales if you purchased the Licensed Software and Support in any country other than the United States or Canada, unless another local law is required to be applied. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Uniform Computer Information Transactions Act as enacted shall not apply. The state or federal courts of competent jurisdiction located in King County, Washington, when the laws of Washington apply, and the courts of London, England when the laws of England and Wales apply, shall each have exclusive jurisdiction over all disputes relating to this Agreement.

13. General. This Agreement, together with the Data Processing Addendum, Documentation, Schedules and any exhibits attached hereto, constitutes the entire understanding and agreement between Tanium and Customer with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, including without limitation pre-printed terms and conditions on Customer's purchase order, with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement shall not be modified, amended or in any

way altered except by an instrument in writing signed by authorized representatives of both parties, and this Agreement shall supersede any non-disclosure agreement required to be signed by Tanium employees or contractors prior to accessing Customer facilities or systems. In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Tanium to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. All notices, demands, or consents given under this Agreement will be in writing, signed by or on behalf of the party giving notice, and addressed to Tanium, "Attention Legal Department", at the corresponding address, or to Customer, at the contact information Customer provided when purchasing the Licensed Software and Support. Notices will be considered when delivered personally, or three (3) days after deposit in the mail (registered mail), or one (1) day after being sent by overnight courier. There are no intended or implied third-party beneficiaries of this Agreement. The following provisions shall survive any termination or expiration of this Agreement: Sections 2 (Restrictions), 4 (Term and Termination), 5 (Fees and Expenses; Delivery and Taxes), 6.3 (Personal Data and Systems Information), 9 (Limitation of Liability), 10 (Confidentiality), 11.2 (Feedback), 12 (Governing Law/Jurisdiction), 13 (General), 15 (U.S. Government Rights), 16 (Audit), 17 (Force Majeure), 18 (Construction), and Customer's indemnity obligations hereunder. Tanium may assign any of its rights or obligations hereunder as it deems necessary. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**

14. **Export or Import**. Customer acknowledges that the Licensed Software and Support, which contain encryption, is subject to the export, import, economic sanctions, and trade restriction laws, regulations and requirements of the United States and other countries including European Union regulations. Tanium will reasonably cooperate, in Tanium's discretion, in assisting Customer with respect to an application for any required export or import licenses and approvals; however, Customer agrees and acknowledges that it is Customer's ultimate responsibility to comply with all export and import laws and that Tanium has no further responsibility after the initial sale to Customer within the original country of sale, including Customer's importation of the Licensed Software and Support into other countries. Without limiting the foregoing, Customer agrees that it will not export, re-export, re-transfer, or provide access to the Licensed Software and Support to any person, in any jurisdiction, or to any user that would create a licensing requirement under U.S. Export control and economic sanctions laws, regulations and requirements without first obtaining any such license. Customer will not export to, or use the Licensed Software and Support in, any country not supported by Tanium, including, but not limited to, embargoes and sanctioned countries as promulgated by the United States Government. Customer shall defend, indemnify, and hold harmless Tanium from and against any and all damages, fines, penalties, assessments, liabilities, costs, and expenses (including attorneys' fees and expenses) arising out of or relating to any claim the Licensed Software and Support were imported, exported, accessed, or otherwise shipped or transported by Customer in violation of applicable laws, rules, and regulations as described in this Section.
15. **U.S. Government Rights**. The Licensed Software is commercial computer software as described in DFARS 252.227-7014(a) (1) and FAR 2.101. If acquired by or on behalf of the Department of Defense or any component thereof, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in FAR 12.212, Computer Software.
16. **Audit.** During the term of this Agreement and for one (1) year thereafter, no more than once in any twelve (12) month period, Tanium may audit Customer's use of the Licensed Software ("**Audit**"). An Audit will generally consist of Customer providing a system-generated deployment report evidencing Customer's deployment of the Licensed Software. Customer will reasonably cooperate with Tanium and any auditor retained by Tanium in the conduct of the Audit. Audits will be conducted during Customer's normal business hours. Customer will immediately remit payment for any Licensed Software deployed in excess of the Licenses purchased by Customer under this Agreement.
17. **Force Majeure**. Except for Customer's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments, or government instructions.
18. **Construction**. This Agreement has been negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Agreement.

Appendix A
Tanium Supplemental Support

1. Supplemental Support.

1.1 General. Tanium Supplemental Support ("**Supplemental Support**") may be obtained from Tanium at its then-current list price or mutually negotiated price during the Licensed Term, and the length of the engagement will be specified in the Agreement or Schedule ("**ESR Support Term**"). If Customer purchases Supplemental Support, Tanium will provide a Tanium enterprise support resource ("**ESR**") who will be available to provide the relevant level of Supplemental Support during the ESR Support Term, which may consist of reasonable remote and onsite support.

The ESR may provide the following support as agreed with Customer:

- assist with the deployment, configuration, and optimization of the Tanium products;
- plan, coordinate and implement Tanium-related projects and communicate updates;
- provide consolidated reporting of current deployment status to Tanium's senior technical and sales leadership and designated Customer representatives;
- collate technical documentation on behalf of the customer;
- help plan, communicate, and monitor the status, health and challenges associated with installation and deployment of Tanium products;
- maintain ongoing technical relationships with Customer and provide weekly reporting to Tanium's senior technical and sales leadership and designated Customer representatives;
- track all tickets, bugs, feature requests, improvement requests and ongoing communications regarding Tanium products; and
- observe ongoing operations for potential problems and improvements; such observations will be brought to the attention of Tanium's senior technical and sales leadership and designated Customer representatives.

The ESR will not:

- execute an action, including, but not limited to deploying a patch, using Tanium products without the advance written review and approval by a designated Customer representative;
- use Tanium products to perform any incident response services;
- use any destructive content (e.g., file delete action) on behalf of the Customer;
- act in a capacity to directly support third-party hardware or software on which the Tanium product is running or dependent; or
- change any settings, undertake Tanium server or client tuning or conduct advanced troubleshooting without direct instruction and prior authorization from the Action Approver (or other designated Customer representative) and from the assigned primary Tanium technical account managers working with Customer ("**TAM**").

The ESR Support Term will commence on the date set forth in the Schedule, or the effective date of the Schedule if a start date is not otherwise indicated. Customer will provide the ESR access to the Tanium environment and related Customer's systems within thirty (30) days from agreed upon on-barding date ("**On-Boarding Period**"). In the event Customer fails to provide the ESR with the required systems access noted above, Tanium may withdraw the assigned ESR until access is granted. Supplemental Support will be provided during normal business hours or as mutually agreed upon between Tanium and Customer. The ESR may be required to be out-of-the-office due to PTO, illness, holidays, training, vacations, or meetings. During this time out-of-the-office, or should the ESR's employment with Tanium end, Tanium will provide to Customer with standard Support Services, unless otherwise agreed by Tanium, or when a replacement ESR is available, through the ESR Support Term.

1.2 Customer Responsibilities. Customer and its personnel shall cooperate fully with Tanium and its personnel in all respects, including, without limitation, providing information as to Customer requirements, providing access to the equipment/hardware on which the components of the Tanium products are or will be installed, and providing access to all necessary information regarding Customer's systems. Customer shall be responsible for making, at its own expense, any changes or additions to Customer's current systems, software, and hardware that may be required to support operation of the Tanium products.

1.3 Action Approver. Customer will assign an action reviewer/approver to act as the final Customer approver for all Tanium actions submitted by the ESR ("**Action Approver**"). The Action Approver will have the authority to approve all actions issued in the Tanium console. Any other requested changes to the Customer's environment will require a change review process to be agreed by the parties.

1.4 Remote Support. Supplemental Support may be provided remotely via telephone or electronic communications. Customer agrees that Tanium resources may access Customer's systems during the relevant ESR Support Term, using a defined standard virtual private network (VPN). If a network connection between Tanium and Customer's systems is required for Tanium to perform the Supplemental Support, Customer will provide such access as follows:

- Customer is responsible for ensuring that (i) its network and systems comply with specifications provided by Tanium; (ii) all components of Customer's Tanium environment are accessible through the VPN; and (iii)

the VPN is installed in a timely manner for Tanium to perform the Supplement Support or other Support Services.

- Customer is responsible for acquiring and maintaining any equipment and performing any activities necessary to set-up and maintain network connectivity at and to Customer's Tanium environment.
- Customer will provide and maintain user accounts for, and access to, the VPN for the Tanium resources, including, but not limited to, Tanium's onsite and remote resources.
- Tanium is not responsible for network connection issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Customer's VPN client software and/or VPN infrastructure fails to allow Tanium access to perform its obligations, Customer agrees to pay for any increased costs resulting from such failure.

[*End of Agreement*]

Tanium-as-a-Service (TaaS) Subscription Agreement

IF CUSTOMER DOES NOT AGREE TO THE TERMS AND CONDITIONS BELOW, DO NOT ACCESS, INSTALL, OR USE THE SERVICE. BY ACCESSING, INSTALLING OR USING THE SERVICE, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT IT IS LEGALLY BOUND BY ITS TERMS. THE PERSON ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF CUSTOMER REPRESENTS THAT HE OR SHE (1) HAS FULL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT; AND (2) HAS READ AND UNDERSTANDS ALL THE PROVISIONS OF THIS AGREEMENT. BY CLICKING THROUGH OR OTHERWISE ACCEPTING THIS AGREEMENT ELECTRONICALLY, INCLUDING BY ACCESSING, INSTALLING, OR USING THE SERVICE, CUSTOMER IS CONSENTING TO THE USE OF ELECTRONIC DELIVERY OF DOCUMENTS AND AN ELECTRONIC SIGNATURE, AND AGREES THAT SUCH ELECTRONIC SIGNATURE IN CONNECTION WITH THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED HEREBY SHALL BE BINDING TO THE SAME EXTENT AS ORIGINAL SIGNATURES.

This Subscription Agreement (the "**Agreement**") is entered into by and between Tanium and the end user customer (hereinafter "**Customer**"), to permit the use of the Service and Support, as defined herein. The "**Effective Date**" of the Agreement and license(s) granted under this Agreement will be the earlier of the date set forth in the Schedule or the date on which Tanium initially delivers an email that contains Customer's unique Service instance credentials that allow the Customer to access the Service. "**Tanium**" means the Tanium entity listed or identified on the current approved Tanium-provided quote for the Service and/or Support (the "**Quote**"), or otherwise communicated to the Customer by Tanium. Tanium and Customer may be referred to collectively as the "**parties**" or individually as "**party**."

1. **Grant of License.**

1.1 License. Subject to the terms and conditions of this Agreement, Tanium grants Customer a revocable, non-transferable, non-exclusive, term-based license ("**Subscription License**") to access and use the internet-based service, and to access, use and copy the proprietary software in object code form and related proprietary components, APIs, sensors, scripts, packages, actions, and 'Saved Questions' made Generally Available by Tanium and provided by or on behalf of Tanium to Customer in connection with this Agreement, as may be updated by Tanium from time to time (the "**Service**") in accordance with the Documentation for Customer's internal use only during the applicable Service Period (as defined in Section 4). The term "Service" includes Tanium's then-current documentation made available by Tanium for use of the Service, as updated from time-to-time by Tanium in its discretion (the "**Documentation**"). During the Service Term, Tanium may also provide Customer with non-GA materials including 'Labs' content, sensors, scripts, releases, and 'Saved Questions' (the "**Support Materials** "). Customer may use the Support Materials during the applicable Service Term only as needed for Customer to use the Service. The term "**Generally Available**" or "**GA**" means a production version of the Service made available to all of Tanium's customer base, but specifically excludes Support Materials including any content marked as 'Lab' or 'Community'.

The Service and Support Materials are licensed to Customer, not sold. The Service, Documentation, Support Materials, and Services provided by Tanium contain material that is protected by copyright, patent, trade secret law, and other intellectual property law, and by international treaty provisions. All rights not expressly granted to Customer under this Agreement are reserved by Tanium. All copyrights, patents, trade secrets, trademarks, service marks, trade names, moral rights, and other intellectual property and proprietary rights in the Service, Support, and Support Materials provided by Tanium, whether or not registered, will remain the sole and exclusive property of Tanium or its suppliers, as applicable.

1.2 License Metric. The Service is licensed on a per Managed OS Instance basis. A "**Managed OS Instance**" means a physical device or virtual machine where the Service can be installed, and where that device is capable of processing data. Managed OS Instances include: mobile/smart phone, diskless workstation, personal computer workstation, networked computer workstation, homeworker/teleworker, home-based system, file server, print server, e-mail server, internet gateway device, storage area network server, terminal servers, portable workstation connecting to a server or network, or container (host and/or constituent container). Certain Tanium modules may be licensed and charged on a per container basis, as more fully set forth in the Quote or Schedule. In the case of a virtual system, in addition to the virtual Managed OS Instance(s), the hypervisor is considered to be a single Managed OS Instance if the Service is installed at the hypervisor level.

Customer acknowledges that the Service includes access to certain software to be installed on Customer's Managed OS Instances, all of which is included in the defined term, "Service."

1.3 System Configuration. Hardware and software requirements for proper installation and use of the Service are set forth in the relevant Documentation. Customer is solely responsible and fully liable for purchasing, providing, installing, and using all required equipment, networks, peripherals, third-party software and hardware, scripts, or other technologies that may interoperate and be used in conjunction with the Service, all of which are expressly excluded from all warranty, indemnity and support obligations described elsewhere in this Agreement.

1.4 Customer Data. As between the parties, Customer and its licensors, partners, or suppliers will retain all right, title and interest (including any and all intellectual property rights) in and to any data or data files of any type that are uploaded by or on behalf of Customer to the Service ("**Customer Data**"). Customer hereby grants to Tanium a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of, and display the Customer Data solely to the extent necessary to provide the Service and Support to Customer under this Agreement. Customer will ensure that its use of

the Service and Support and all Customer Data is at all times compliant with this Agreement, Customer's privacy policies, and all applicable local, state, federal and international laws, regulations, and conventions, including, without limitation, those related to data privacy and data transfer, international communications, and the exportation of technical or personal data. Customer issolely responsible for the accuracy, content, and legality of all Customer Data. Customer represents and warrants to Tanium that Customer has sufficient rights in the Customer Data to grant the rights granted to Tanium in this Section and that the Customer Data does not infringe or violate the intellectual property, publicity, privacy, or other rights of any third party.

2. **Restrictions.** Customer's Subscription License to the Service is subject to the following license conditions and restrictions:

2.1 Customer's Benefit. Customer must not use or permit the Service to be used in any manner, whether directly or indirectly, that would enable Customer's personnel or any other person or entity to use the Service for anyone's benefit other than Customer or its Affiliates. Customer must purchase each license it intends to use. Use of and access to the Service is permitted only by Customer-designated personnel ("**Users**").

2.2 Limitations on Copying and Distribution. Customer will not copy or distribute the Service whether directly or indirectly except to the extent that copying is necessary to use the Service for the purposes set forth herein.

2.3 Limitations on Reverse Engineering and Modification. Except to the extent such a limitation is expressly prohibited by applicable law, Customer will not reverse engineer, decompile, disassemble, modify, or create derivative works of the Service whether directly or indirectly.

2.4 Sublicense, Rental and Third-party Use. Except to the extent expressly permitted by this Agreement, Customer will not assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Service, or directly or indirectly permit any third-party to use or copy the Service. Customer will not operate a service bureau or other similar service for the benefit of third parties using the Service.

2.5 Proprietary Notices. Customer will not remove any proprietary notices (*e.g.,* copyright and trademark notices) from the Service. Customer shall reproduce the copyright and all other proprietary notices displayed on the Service on each permitted back-up or archival copy.

2.6 Use in Accordance with Documentation. All use of the Service must be in accordance with the Documentation, Tanium's Acceptable Use Policy made available at http://www.tanium.com/aup ("**AUP**"), and this Agreement.

2.7 Use of the Service. Customer is solely responsible and fully liable for its use of the Service, including, but not limited to, for ensuring that the use of the Service is in compliance with all applicable foreign, federal, state, and local laws, rules, and regulations. Customer will not interfere with, or disrupt the integrity or performance of the Service, or any data or content contained therein or transmitted thereby; or access the Service (or download any data or content contained therein or transmitted thereby) through the use of any engine, software, tool, agent, device, or mechanism (including spiders, robots, crawlers, or any other similar data mining tools) other than software or Service features provided by Tanium expressly for such purposes.

2.8 Tanium's Intellectual Property. Customer must not use the Service or other Tanium Confidential Information whether directly or indirectly to contest the validity of any Tanium intellectual property, including the Service; any such use of Tanium's information will constitute a material, non-curable breach of this Agreement.

2.9 Competition. Customer must not use the Service or Tanium Confidential Information in a manner to compete with Tanium, to assist a third-party in competing with Tanium, or for benchmarking or competitive analysis.

2.10 Credential Protection; Authentication. Customer will require that all Users keep user ID and password information ("**Credentials**") strictly confidential and not share such information with anyone, including any other User. Customer agrees that neither Tanium nor its suppliers have any liability under this Agreement for actions taken using Customer's Credentials, including any unauthorized use or access caused by misuse or misappropriation of such Credentials. Customer will be responsible for initiating and facilitating the removal of Service access by any User who is no longer authorized to access the Service. Customer will use security assertion markup language 2.0 and multi-factor authentication when accessing the Service, unless other related security measures are required in the Documentation. Customer will notify Tanium promptly upon learning of any attempt by anyone to misuse, misappropriate, copy, modify, derive, or reverse engineer any Service and Customer shall reasonably cooperate and assist Tanium in discovering, preventing, and recovering damages for any such misappropriation, copying, modification, derivation, or reverse engineering of the Service.

2.11 Prohibited Data. Customer will not use the Service to store, maintain, process, or transmit any sensitive or special data that might impose specific data security or data protection obligations on Tanium, including, without limitation (i) "protected health information" as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), (ii) "cardholder data" as defined under the Payment Card Industry Data Security Standard (PCI DSS); or (iii) "nonpublic personal information" as defined under the Gramm-Leach-Bliley Act of 1999, in each case as such Acts and standards have been or may be supplemented and amended from time to time.

3. **Affiliates and Managing Parties.** The term "**Affiliate**" means an entity that is controlled by, controls, or is under common control of a party, where "control" means the ownership, in the case of a corporation, of more than fifty percent (50%) of the voting securities in such corporation or, in the case of any other entity, the ownership of a majority of the beneficial or voting interest of such entity. Customer may allow its Affiliate(s) to use the Service and Support Materials provided that (a) the Affiliate only uses the Service and Support Materials for Customer's or Affiliate's internal business purposes and up to the authorized number of Managed OS Instances in accordance with the terms and conditions of this Agreement and (b) Customer is responsible for and remains liable for the Affiliate's use of the Service and Support Materials in

compliance with the terms and conditions of this Agreement. If Customer enters into a contract with a third party that manages Customer's information technology resources ("**Managing Party**"), Customer may allow its Managing Party to use the Service and Support Materials on Customer's Managed OS Instances, provided that (a) the Managing Party only uses the Service for Customer's internal business purposes and not for the benefit of any third party or for the Managing Party, (b) the Managing Party agrees to comply with the terms and conditions of this Agreement, and (c) Customer is responsible for and remains liable for the Managing Party's use of the Service and Support Materials in compliance with the terms and conditions of this Agreement. In addition, Customer shall ensure that its personnel comply with the terms of this Agreement.

4. **Term and Termination.** The Subscription License will commence upon the Effective Date and will continue for the duration of the Subscription License term or until this Agreement is terminated as provided in this Section, whichever occurs first(the "**Service Period**"). The term of the Service Period will be as set forth in the Schedule. Either party may terminate this Agreement or any Schedule on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the material breach within thirty (30) days of such written notice, or within five (5) days of such written notice if Customer fails to make payments as required in this Agreement or Customer breaches Sections 1 (Grant of License) or 2 (Restrictions). Notwithstanding the foregoing, if a material failure is not curable, the non- defaulting party may immediately terminate this Agreement upon written notice to the other party. Either party may, in its sole discretion, elect to terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party. Upon expiration of the Subscription License or any termination or expiration of this Agreement, the Subscription License granted in Section 1 (Grant of License) will automatically terminate and Tanium shall (at Customer's election) destroy or return to Customer all Customer Data in its possession or control that Tanium processes as a data processor. If Customer does not notify Tanium of its election within thirty (30) days following termination or expiry of the Agreement, then Tanium shall automatically destroy all such Customer Data. Tanium shall not destroy Customer Data to the extent (i) it is required by applicable law to retain some or all of Customer Data, or (ii) Customer Data was archived on back-up systems, which Customer Data Tanium shall use commercially reasonable efforts to securely isolate and protect from any further processing except to the extent required by such law. Tanium reserves the right to seek all remedies available at law and in equity for Customer's material breach of this Agreement.

5. **Fees and Expenses; Delivery and Taxes.**

5.1 Fees and Expenses. Notwithstanding anything else to the contrary, if Customer orders from a Tanium authorized business partner ("**Reseller**"), final terms of the transaction (e.g., pricing, discounts, fees, payments, and taxes) are solely subject to the agreement between Customer and its Reseller of choice. This Agreement will govern Tanium's provision and Customer's license to the Service and Support whether Customer orders the Service and Support from Tanium or a Reseller. Unless Customer orders directly from a Reseller, (i) Customer will pay the Service and Support fees directly to Tanium and Tanium will fulfill all orders; and (ii) the parties will enter into a schedule(s) or purchase order(s) that describe the Service and any Support to be acquired by Customer (each a "**Schedule**"). This Agreement applies to any Schedule that references this Agreement. When a purchase order will be utilized as a Schedule, the purchase order must reference the applicable Quote and this Agreement, which will be deemed incorporated by such reference. Notwithstanding anything else to the contrary, any terms and conditions in the purchase order that conflict or are inconsistent with the Quote or this Agreement will have no force or effect. The purchase order will not add or remove terms from the Quote or this Agreement. Tanium further reserves the right to expressly reject any purchase order that does not comport to the requirements of this Section.

Unless otherwise set forth in a Schedule, (a) fees for Service will be billed on an annual basis, payable in advance; and (b) all amounts to be paid by Customer are due and payable thirty (30) days after Customer's receipt of an invoice. Payments will be made by electronic transfer to a bank account designated by Tanium on the invoice in the amount of fees for the Service and Support ordered (less any applicable credits and deductions and plus any applicable taxes, shipping, and other charges). The effective date of payment shall be the date on which the entire amount due is credited to Tanium's bank account or the instrument enabling immediate collection of the entire amount due is received. All payments not made by Customer when due will be subject to late charges of the lesser of (i) one percent (1%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Customer shall pay all court costs, fees, expenses, and reasonable attorneys' fees incurred by Tanium in collecting delinquent fees.

*5.2 Taxes***.** All amounts payable by Customer to Tanium under this Agreement are exclusive of any taxes, levies, or duties, of any nature, that may be assessed by any jurisdiction (collectively "**Taxes**"). Customer is responsible for paying all Taxes including sales, use, excise, import or export values or fees, stamp duties, foreign withholding (if applicable to paying jurisdiction), value- added, personal property, or any other tax resulting from the delivery, possession, or use of the Service, Support, or purchases of hardware. Taxes do not include any taxes payable by Tanium for its employees or for its net income.

All Service will be delivered and accessed electronically. In conjunction with the billing, collection and payment of any Taxes, Customer may provide Tanium with a primary place of use for the Service. This address will be used as the "shipped to address" on all invoices. If Customer does not provide a primary place of use then Customer's purchase order "ship to address" will be used for these purposes. Customer will pay all Taxes relating to, or under this Agreement, unless Customer is exempt from the payment of such Taxes and provides Tanium with evidence of valid exemption certificate(s).

If its tax status changes, Customer must notify Tanium in writing (email is sufficient) at least 30 days in advance of Customer's next billing cycle. If Tanium becomes entitled to a refund or credit of Taxes previously paid by Customer pursuant to this Section, any such refunded or credited amounts (including any interest received thereon) shall be promptly granted as a credit memo against Customer's account or, upon Customer's request, paid over to Customer. Unless Customer and Tanium agree otherwise, Customer will make no deduction from any amounts owed to Tanium for any un-invoiced taxes of any type. Subject to applicable laws, Tanium will cooperate with Customer to reduce the amount of applicable withholding taxes and Customer will not take any action that is prejudicial to obtaining an available tax exemption by Tanium. Upon Customer's written request, Tanium will provide Customer with written proof that it has made all registrations and reports required for these tax payments. If Tanium claims a tax exemption that may affect any obligations of Customer, Tanium will disclose this exemption to Customer on a timely basis and provide Customer with all exemption documentation requested by Customer. If Customer is required to withhold amounts from any payments due to Tanium hereunder as prescribed by applicable law, Customer will make such withholding, remit such amounts to the appropriate taxing authorities. Customer agrees to increase the amount payable as necessary so that after making all required deductions and withholdings, Tanium receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer will indemnify Tanium from and against any disputed taxes, including interest and penalties, on the Service and/or Support by the taxing authorities. If the taxation of the item(s) is disputed by the taxing authorities, Tanium will notify Customer, if practical, to work with Customer and the taxing authorities to minimize any potential deficiencies.

6. Support; Personal Data and Systems Information; Supplemental Support and Training.

6.1 Support. The term, "**Support**", means, collectively, the Support Services, Supplemental Support, Training, and any other services acquired by Customer from Tanium, all of which are provided in accordance with, and governed by, the terms and conditions of this Agreement. The type, term, and level of Support are as set forth in the applicable Schedule. With respect to the Service, the support and maintenance described below in Section 6.2 ("**Support Services**") that are provided during the Service Period. Geographic limitations may apply. Unless otherwise agreed upon in writing by the parties or expressly stated in the Documentation, Support Services will be provided in English only.

6.2 Support Services. Unless otherwise set forth in a Schedule, Tanium will provide the following Support Services to Customer.

6.2.1 **General**. During the Service Period, Tanium shall provide Customer with reasonable support for the person(s) designated by customer that may contact Tanium for Support Services ("**Technical Support Contact(s)**"). Customer may contact Tanium for Support Services Monday through Friday, 7 a.m. to 7 p.m. Pacific Standard Time, excluding Tanium holidays. Tanium shall use good faith efforts to work with Customer during Customer's normal business hours in the time zone in which the Customer is located to resolve any issues raised by Customer. Customer may designate up to a maximum of two (2) Technical Support Contacts.

6.2.2 **Contacting Tanium**. Customer may contact Tanium for Support Services by submitting a request via the internet-based support and Support Services platform for which Customer will register and use to submit Support Requests and access Documentation during the Service Period (the "**Tanium Support Portal**").

6.2.3 **Customer's Obligations**. All Customer requests made to Tanium for Support Services in accordance with Section 6.2 ("**Support Requests**") shall be submitted by Customer to Tanium through Customer's Technical Support Contact(s). Customer may change its designation of Technical Support Contact(s) upon written notice to Tanium.

Customer is responsible for: (1) preparing and maintaining their systems (*e.g.*, multi- factor authentication) and facilities in accordance with the Documentation and specifications of the appropriate suppliers; (2) securing all required permits, inspections, and licenses necessary to use the Service; and (3) complying with all applicable laws while using the Service.

Customer acknowledges and agrees that Customer is solely responsible for the function, performance, and results achieved in using or accessing any Support Materials that Tanium may make available to Customer in connection with Support Services.

6.2.4 **Third-Party Support**. Notwithstanding anything else to the contrary in this Agreement, if Customer enters into an agreement with a Reseller under which the Reseller will provide support or maintenance to Customer for the Service ("**Third-Party Support**"), Customer must contact the Reseller, and not Tanium, for support and maintenance. Customer acknowledges that (i) all terms and conditions related to Third-Party Support are solely subject to the agreement between Customer and the Reseller; and (ii) Tanium has no responsibility or liability for Third-Party Support.

6.3 Personal Data and Systems Information.

6.3.1 **Personal Data**. Customer, rather than Tanium, determines which types of data, including Personal Data (as defined in the Data Processing Addendum), exists within its endpoint environment, and determines to what extent Personal Data is processed through its use of the Service. To the extent that Tanium processes Personal Data on behalf of Customer while providing the Service, Tanium will process such Personal Data pursuant to the Data Processing Addendum found at http://tanium.com/dpa, which is hereby incorporated into and made a part of this Agreement.

6.3.2 **Systems Information**. During the term of the Agreement, Customer may provide to Tanium and the

Service may collect performance, usage, and analytics information relating to Customer's operation and use of the Service, metadata relating to Customer's networks, software, applications, and systems, device identifiers, network telemetry, endpoint telemetry, system configuration, and data generated through any of the foregoing (collectively, "**Systems Information**"). Because Customer's endpoint environment is unique in configurations and naming conventions, the Systems Information could potentially include Personal Data. Customer may redact, edit, or otherwise suppress any Systems Information, including Personal Data, prior to providing to Tanium for processing. To the extent any Systems Information includes Personal Data, Customer represents and warrants that it has made all necessary disclosures and has a lawful basis to share the Personal Data with Tanium for the Permitted Purpose.

Customer agrees that Tanium may use Systems Information: (a) to provide the Service; (b) to research, develop, and improve Tanium's products and services; (c) as directed or instructed by Customer; and (d) on an aggregated and/or anonymized basis, for marketing purposes (the "**Permitted Purpose**"). To the extent Systems Information identifies Customer, such Systems Information will be held in confidence by Tanium in accordance with Section 10 (Confidentiality).

6.3.3 As between Customer and Tanium, this section states Tanium's entire obligation with respect to Personal Data.

6.4 Supplemental Support and Training. Supplemental Support may be purchased by Customer and provided by Tanium in accordance with Appendix A. Product training may be purchased by Customer and provided by Tanium with respect to the Service ("**Training**").

7. Limited Warranty; Disclaimer; Integrations with Third-Party Software and Services.

7.1 Limited Warranty. During the Warranty Period, Tanium warrants that (i) the Service will operate in substantial conformity with the Documentation; and (ii) it shall use commercially reasonable efforts to screen the Service prior to delivery to Customer for viruses, Trojan horses, and other malicious code. The term "**Warranty Period**" means ninety (90) days from the Effective Date. If the Service Period is less than ninety (90) days, the Warranty Period will be for the length of the Service Period. The foregoing warranties apply only to the Service provided to Customer during the Warranty Period and are solely for the benefit of Customer. Customer shall have no authority to extend such warranty to any third party. The sole and exclusive remedy of Customer, and the sole and exclusive liability of Tanium, for breach of the foregoing warranties in this Section, shall be to repair or replace the non-conforming Service, or if repair or replacement would, in Tanium's opinion, be commercially unreasonable, then Tanium shall terminate the relevant licenses and refund to Customer the portion of prepaid license fees paid for such non-conforming Service. This warranty is contingent upon the proper installation and use of the Service as described in the Documentation and this Agreement; Tanium shall not be responsible for Customer's use of the Service if not operated in a manner recommended in the Documentation. Any modification to the Service by Customer or any third party may void Tanium's warranties under this Section.

In addition, Tanium warrants that any Supplemental Support and Training will be provided in a professional and workmanlike manner consistent with relevant industry standards. If Tanium breaches the foregoing warranty, Customer's sole remedy will be to terminate the applicable Supplemental Support and/or Training and receive a refund of any prepaid unused fees for such non-conforming Supplemental Support and/or Training.

7.2 Warranty Disclaimer. EXCEPT AS PROVIDED IN THIS SECTION, THE SERVICE, SUPPORT MATERIALS, AND ALL SUPPORT ARE PROVIDED ON AN "AS AVAILABLE, " "AS-IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANIUM AND ITS SUPPLIERS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SERVICE, SUPPORT MATERIALS, AND SUPPORT, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON- INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. TANIUM DOES NOT WARRANT THAT THE SERVICE OR SUPPORT WILL MEET CUSTOMER'S REQUIREMENTS; THAT CUSTOMER'S USE OF THE SERVICE OR SUPPORT WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS; THAT THE OPERATION OF THE SERVICE OR SUPPORT WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ERRORS OR DEFECTS IN THE SERVICE OR SUPPORT WILL BE CORRECTED. TANIUM DOES NOT PROVIDE WARRANTIES WITH RESPECT TO ANY NON-GA PRODUCTS, SCRIPTS, CONTENT, OR OTHER TECHNOLOGIES, INCLUDING THE SUPPORT MATERIALS AND ANY INFORMATION OR ADVICE PROVIDED BY TANIUM PERSONNEL IN THE COURSE OF PROVIDING SUPPORT. TANIUM HAS NO RESPONSIBILITY OR LIABILITY FOR ANY THIRD-PARTY PRODUCTS OR TECHNOLOGIES USED BY CUSTOMER WHETHER INDEPENDENTLY OR IN CONJUNCTION WITH THE SERVICE. If applicable law affords Customer implied warranties, guarantees or conditions despite these exclusions, those warranties will be limited to one (1) year from the Effective Date and Customer's remedies will be limited to the maximum extent allowed by Sections 7 (Limited Warranty; Disclaimer; Integrations with Third-Party Software and Services) and 9 (Limitation of Liability).

7.3 Integrations with Third-Party Software and Services. Customer acknowledges that the Service may contain features designed to integrate or interoperate with third-party software or services, that Tanium reserves the right to remove or alter any such Service features, and that any such removal or alteration does not entitle Customer to any refund, credit, or other compensation. If Customer elects to use non-Tanium software or services with the Service, Customer grants Tanium permission to allow the non-Tanium software or services or its provider to access Customer Data and information about Customer's usage of the non-Tanium software or services as appropriate for the integration or interoperation of the non-

Tanium software or services with the Service.

8. **Indemnities**. If a third party claims that Customer's licensed use of the Service in compliance with the terms of this Agreement infringes a United States (i) patent, (ii) copyright, or (iii) trademark, or misappropriates a trade secret of that third party, Tanium, at its sole cost and expense, will defend Customer against any such claim, and indemnify Customer from any damages, liabilities, costs and expenses awarded by a court to the third party claiming infringement or set forth in a settlement agreed to by Tanium. If a claim of infringement under this Section occurs, or if Tanium determines a claim is likely to occur, Tanium will have the right, in its sole discretion, to either: (i) procure for Customer the right or license to continue to use the Service; (ii) modify the Service to make it non-infringing, without loss of material functionality; or (iii) replace the Service with a functionally equivalent, non-infringing service or offering. If either of these remedies is not reasonably available to Tanium, Tanium may, in its sole discretion, immediately terminate this Agreement and return the license fees paid by Customer for the infringing Service, prorated for use over the remaining unused Service Period. Notwithstanding the foregoing, Tanium shall have no obligation with respect to any claim of infringement that is based upon or arises out of (each of the following an "**Excluded Claim**"): (i) the use or combination of the Service with any third-party or Customer hardware, software, products, data or other materials; (ii) modification or alteration of the Service by anyone other than Tanium; (iii) Customer's failure to implement any workaround that would have avoided the claim; (iv) Customer's use of the Service in breach of or excess of the rights granted in this Agreement; (v) any third-party components; or (vi) a business method or process that is inherent to Customer's business. The provisions of this Section state Customer's sole and exclusive remedy and the sole and exclusive obligations and liability of Tanium and its suppliers for any claim of intellectual property infringement arising out of or relating to the Service and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Customer will indemnify, defend, and hold Tanium and its Affiliates and their officers, directors, agents, employees, advertisers, partners, contractors, cloud providers, successors, and assigns harmless from any claim, demand, action, proceeding, judgment, or liability (including legal and other professional fees) from a third-party claim arising out of or related to: (i) an Excluded Claim; (ii) Customer Data used by Customer (a) without the required permission(s), consent(s), right(s), or license(s), or (b) in a manner prohibited or restricted by this Agreement; (iii) Customer's violation of applicable law; or (iv) breach by Customer of the AUP. A party seeking indemnification under this Agreement shall promptly notify the indemnifying party in writing of such claim, permit the indemnifying party sole authority to control the defense or settlement of such claim, and provide the indemnifying party with reasonable assistance in connection therewith. The indemnified party may participate in the defense at its sole cost. Customer shall be responsible for determining whether the Service adheres to any applicable laws to which it is subject and otherwise meets its business needs.
9. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TANIUM OR ITS SUPPLIERS BE LIABLE TO CUSTOMER, ITS AFFILIATES OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHICH THE PARTIES EXPRESSLY AGREE INCLUDE, WITHOUT LIMITATION AND REGARDLESS OF ITS LEGAL CATEGORIZATION, ANY DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, AND/OR COST OF REPLACEMENT GOODS OR SERVICES, OR ANY OTHER DAMAGES SUSTAINED BY CUSTOMER ARISING OUT OF OR RELATED TO THE SERVICE, SUPPORT, OR THIS AGREEMENT, EVEN IF TANIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE MAXIMUM AGGREGATE LIABILITY OF TANIUM AND ITS SUPPLIERS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) IS LIMITED TO THE FEES PAID BY CUSTOMER FOR THE SERVICE OR SUPPORT GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. THE FOREGOING IS INTENDED TO BE AN AGGREGATE LIMIT, NOT PER INCIDENT. THE PARTIES ACKNOWLEDGE THAT ONLY CUSTOMERS CAN IMPLEMENT BACK-UP PLANS AND SAFEGUARDS APPROPRIATE TO THEIR OWN NEEDS TO PROTECT THEMSELVES IF AN ERROR IN THE SERVICE OR SUPPORT CAUSES COMPUTER PROBLEMS AND RELATED DATA LOSSES. FOR THESE REASONS, CUSTOMER AGREES TO THE LIMITATIONS OF LIABILITY IN THIS SECTION AND ACKNOWLEDGES THAT WITHOUT CUSTOMER'S AGREEMENT TO THESE TERMS, THE FEE CHARGED FOR THE SERVICE WOULD BE HIGHER. NO CAUSE OF ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY OF THE TRANSACTIONS UNDER THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER CUSTOMER IS MADE AWARE OF THE CIRCUMSTANCES THAT RESULTED IN SUCH CAUSE OF ACTION. IN THE EVENT TANIUM MAKES A REFUND OR CREDIT UNDER THIS AGREEMENT, ANY SUCH MONIES REFUNDED OR CREDITED BY TANIUM WILL BE APPLIED TO THE MEASURE OF DAMAGES SUBSEQUENTLY AWARDED BY THE COURT, IF ANY. NEITHER PARTY WILL SEEK A DUPLICATE AWARD OF DAMAGES FOR ANY REFUNDED OR INDEMNIFIED MONIES PAID UNDER THIS AGREEMENT.
10. **Confidentiality**. Each party agrees to hold the other party's (and that of its affiliates disclosed in connection with this Agreement) Confidential Information in confidence using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (at all time exercising at least a commercially reasonable degree of care in the protection of such Confidential Information), and not to make each other's Confidential Information available in any form to any third party (other than their authorized agents) or to use each other's Confidential Information for any purpose other than as specified in this Agreement (subject, in all cases, to the rights granted to Tanium in Section 11.2).

Each party agrees to take all reasonable steps to ensure that Confidential Information of the other party is not disclosed, used, or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. In addition, Customer shall ensure that any Managing Party will hold Tanium's Confidential Information in confidence and otherwise comply with this Section. "**Confidential Information**" shall mean, with respect to a party hereto, all information or material disclosed or made available by one party or its affiliates to the other or its affiliates in connection with this Agreement which (i) is marked confidential or proprietary; or (ii) from all the relevant circumstances should reasonably be assumed to be confidential. Confidential Information includes, but is not limited to, the Service and Support Materials. Each party's Confidential Information shall remain the sole and exclusive property of that party. Neither party shall have any obligation with respect to Confidential Information disclosed or made available by one party or its affiliates to other party or its affiliates in connection with this Agreement which: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party; (ii) was previously known to the receiving party or rightly received by the receiving party from a third party without restrictions on disclosure; (iii) is independently developed by the receiving party without reliance upon or use of the disclosing party's Confidential Information; or (iv) is approved for release by the disclosing party in writing. Each party acknowledges and agrees that due to the unique nature of the Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may allow a party or third parties to unfairly compete with the other party, resulting in irreparable harm to such party, and therefore, that upon any such breach or any threat thereof, each party will be entitled to seek appropriate equitable and injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. In the event the parties executed a non-disclosure agreement related to Customer's prospective license of the Service, the terms of this Section will supersede such non-disclosure agreement after the Effective Date.

11. **Evaluation Software and Feedback**.

11.1 Evaluation Software. This Section only applies to Services designated by Tanium as "**Evaluation Service(s)**." Subject to Section 2 (Restrictions), Tanium grants to Customer a non- transferable, non-exclusive limited license to use the Evaluation Service(s) for its internal evaluation and lab purposes only. The term of this license is for a period of thirty (30) days following delivery of the Evaluation Service(s) ("**Evaluation Period**"). Tanium may extend the Evaluation Period in writing at its discretion. Unless otherwise agreed in writing by Tanium, Customer agrees to use the Evaluation Service(s) in a non-production environment. Customer bears the sole risk of using the Evaluation Service(s). TANIUM PROVIDES THE EVALUATION SERVICE(S) TO CUSTOMER "AS-IS" AND GIVES NO REPRESENTATION, WARRANTY, INDEMNITY, GUARANTEE OR CONDITION OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TANIUM'S TOTAL AGGREGATE LIABILITY AND THAT OF ITS SUPPLIERS IS EXPRESSLY LIMITED TO FIVE HUNDRED DOLLARS ($500) FOR ANY AND ALL DAMAGES REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY. Because the Evaluation Service(s) are provided "AS-IS," Tanium is not obligated to provide support for them. This Section supersedes any inconsistent term in the Agreement for purposes of the Evaluation Service(s).

11.2 Feedback. Customer may provide suggestions, comments, or other feedback (collectively, "**Feedback**") to Tanium with respect to its products and services, including the Service and Support. Feedback is voluntary and Tanium is not required to hold it in confidence. Tanium may use Feedback for any purpose without obligation of any kind. To the extent a license is required under Customer's intellectual property rights to make use of the Feedback, Customer hereby grants Tanium an irrevocable, non-exclusive, perpetual, worldwide, transferable, royalty- free license (including the right to sublicense) to use the Feedback in connection with Tanium's business, including enhancement of the Service.

*11.3 Beta Software***.** If the Service released to Customer has been identified by Tanium as "**Beta Software**," then the provisions of Section 11.1 (Evaluation Software) will apply, in addition to this Section 11.3 (Beta Software). Customer is under no obligation to use any Beta Software; doing so is in Customer's sole discretion. Because Beta Software can be at various stages of development, operation and use of the Beta Software may be unpredictable. Customer acknowledges and agrees that: (1) Beta Software has not been fully tested; (2) use or operation of Beta Software should not occur in a production environment; (3) Customer's use of Beta Software will be for purposes of evaluating and testing new functionality and providing Feedback to Tanium; and (4) Customer will inform its personnel regarding the nature of the Beta Software. In addition, Tanium has no obligation to Customer to (1) further develop or release the Beta Software or (2) provide support for the Beta Software. If Tanium releases another version of the Beta Software, Customer will return or destroy all prior version(s) or release(s) of the Beta Software that it received from Tanium.

12. **Governing Law/Jurisdiction.** This Agreement will be governed by and construed in accordance with the substantive laws in force: (a) in the State of Washington, if you purchased the Service and Support in the United States or Canada, or (b) in England and Wales if you purchased the Service and Support in any country other than the United States or Canada, unless another local law is required to be applied. This Agreement will not be governed by the conflict of laws rules of any jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. The Uniform Computer Information Transactions Act as enacted shall not apply. The state or federal courts of competent jurisdiction located in King County, Washington, when the laws of Washington apply, and the courts of London, England when the laws of England and Wales apply, shall each have exclusive jurisdiction over all disputes relating to this Agreement.
13. **General.** This Agreement, together with the Schedules and any exhibits attached hereto, the Data Processing Addendum, Documentation, appendices, and the AUP, constitutes the entire understanding and agreement between Tanium and

Customer with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications, including without limitation pre-printed terms and conditions on Customer's purchase order, with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties and this Agreement shall supersede any non-disclosure agreement required to be signed by Tanium employees or contractors prior to accessing Customer facilities or systems. In the event any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by Tanium to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. All notices, demands, or consents given under this Agreement will be in writing, signed by or on behalf of the party giving notice, and addressed to Tanium, "Attention Legal Department", at the address identified on the Quote, or to Customer, at the contact information Customer provided when purchasing the Service and Support. Notices will be considered when delivered personally, or three (3) days after deposit in the mail (registered mail), or one (1) day after being sent by overnight courier. There are no intended or implied third-party beneficiaries of this Agreement. The following provisions shall survive any termination or expiration of this Agreement: Sections 2 (Restrictions), 4 (Term and Termination), 5 (Fees and Expenses; Delivery and Taxes), 6.3 (Personal Data and Systems Information), 9 (Limitation of Liability), 10 (Confidentiality), 11.2 (Feedback), 12 (Governing Law/Jurisdiction), 13 (General), 15 (U.S. Government Rights), 16 (Audit), 17 (Force Majeure), 18 (Construction), and Customer's indemnity obligations hereunder. Tanium may assign any of its rights or obligations hereunder as it deems necessary. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**

14. **Export or Import**. Customer acknowledges that the Service, which contains encryption, is subject to the export, import, economic sanctions, and trade restriction laws, regulations and requirements of the United States and other countries including European Union regulations. Tanium will reasonably cooperate, in Tanium's discretion, in assisting Customer with respect to an application for any required export or import licenses and approvals; however, Customer agrees and acknowledges that it is Customer's ultimate responsibility to comply with all export and import laws and that Tanium has no further responsibility after the initial sale to Customer within the original country of sale, including Customer's importation of the Service into other countries. Without limiting the foregoing, Customer agrees that it will not export, re-export, re-transfer, or provide access to the Service in contravention of the foregoing, or provide the Service to any person, in any jurisdiction, or to any user that would create a licensing requirement under U.S. Export control and economic sanctions laws, regulations and requirements without first obtaining any such license. Customer will not export to, or use the Service or Support in, any country not supported by Tanium, including, but not limited to, embargoed and sanctioned countries as promulgated by the United States Government. Customer shall defend, indemnify, and hold harmless Tanium from and against any and all damages, fines, penalties, assessments, liabilities, costs, and expenses (including attorneys' fees and expenses) arising out of or relating to any claim the Service was imported, exported, accessed, or otherwise shipped or transported by Customer in violation of applicable laws, rules and regulations as described in this Section.
15. **U.S. Government Rights**. The Service is commercial computer software as described in DFARS 252.227-7014(a) (1) and FAR 2.101. If acquired by or on behalf of the Department of Defense or any component thereof, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in DFARS 227.7202-3, Rights in Commercial Computer Software or Commercial Computer Software Documentation. If acquired by or on behalf of any civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in FAR 12.212, Computer Software.
16. **Audit**. During the term of this Agreement and for one (1) year thereafter, no more than once in any twelve (12) month period, Tanium may audit Customer's use of the Service (**"Audit"**). An Audit will generally consist of Customer providing a system-generated deployment report evidencing Customer's deployment of the Service. Customer will reasonably cooperate with Tanium and any auditor retained by Tanium in the conduct of the Audit. Audits will be conducted during Customer's normal business hours. Customer will immediately remit payment for any Service deployed in excess of the Service licenses purchased by Customer under this Agreement.
17. **Force Majeure**. Except for Customer's payment obligations, neither party will be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of such party, including without limitation, fire, explosion, unavailability of utilities or raw materials, unavailability of components, labor difficulties, war, pandemic, epidemic, riot, act of God, export control regulation, laws, judgments, or government instructions.
18. **Construction**. This Agreement has been negotiated and approved by the parties and, notwithstanding any rule or maxim of law or construction to the contrary, any ambiguity or uncertainty will not be construed against either of the parties by reason of the authorship of any of the provisions of this Agreement.

Appendix A
Tanium Supplemental Support

1. Supplemental Support.

1.1 *General.* Tanium Supplemental Support ("**Supplemental Support**") may be obtained from Tanium at its then-current list price or mutually negotiated price during the Service Period, and the length of the engagement will be specified in the Agreement or Schedule ("**ESR Support Term**"). If Customer purchases Supplemental Support, Tanium will provide a Tanium enterprise support resource ("**ESR**") who will be available to provide the relevant level of Supplemental Support during the ESR Support Term, which may consist of reasonable remote and onsite support.

The ESR may provide the following support as agreed with Customer:

- assist with the deployment, configuration, and optimization of the Tanium products;
- plan, coordinate and implement Tanium-related projects and communicate updates;
- provide consolidated reporting of current deployment status to Tanium's senior technical and sales leadership and designated Customer representatives;
- collate technical documentation on behalf of the customer;
- help plan, communicate, and monitor the status, health and challenges associated with installation and deployment of Tanium products;
- maintain ongoing technical relationships with Customer and provide weekly reporting to Tanium's senior technical and sales leadership and designated Customerrepresentatives;
- track all tickets, bugs, feature requests, improvement requests and ongoing communications regarding Tanium products; and
- observe ongoing operations for potential problems and improvements; such observations will be brought to the attention of Tanium's senior technical and sales leadership and designated Customer representatives.

The ESR will not:

- execute an action, including, but not limited to deploying a patch, using Tanium products without the advance written review and approval by a designated Customer representative;
- use Tanium products to perform any incident response services;
- use any destructive content (e.g., file delete action) on behalf of the Customer;
- act in a capacity to directly support third-party hardware or software on which the Tanium product is running or dependent; or
- change any settings, undertake Tanium server or client tuning or conduct advanced troubleshooting without direct instruction and prior authorization from the Action Approver (or other designated Customer representative) and from the assigned primary Tanium technical account managers working with Customer ("**TAM**").

The ESR Support Term will commence on the date set forth in the Schedule, or the effective date of the Schedule if a start date is not otherwise indicated. Customer will provide the ESR access to the Tanium environment and related Customer's systems within thirty (30) days from agreed upon on-barding date ("**On-Boarding Period**"). In the event Customer fails to provide the ESR with the required systems access noted above, Tanium may withdraw the assigned ESR until access is granted. Supplemental Support will be provided during normal business hours or as mutually agreed upon between Tanium and Customer. The ESR may be required to be out-of-the-office due to PTO, illness, holidays, training, vacations, or meetings. During this time out-of-the-office, or should the ESR's employment with Tanium end, Tanium will provide to Customer with standard Support Services, unless otherwise agreed by Tanium, or when a replacement ESR is available, through the ESR Support Term.

1.2 *Customer Responsibilities*. Customer and its personnel shall cooperate fully with Tanium and its personnel in all respects, including, without limitation, providing information as to Customer requirements, providing access to the equipment/hardware on which the components of the Tanium products are or will be installed, and providing access to all necessary information regarding Customer's systems. Customer shall be responsible for making, at its own expense, any changes or additions to Customer's current systems, software, and hardware that may be required to support operation of the Tanium products.

1.3 *Action Approver*. Customer will assign an action reviewer/approver to act as the final Customer approver for all Tanium actions submitted by the ESR ("**Action Approver**"). The Action Approver will have the authority to approve all actions issued in the Tanium console. Any other requested changes to the Customer's environment will require a change review process to be agreed by the parties.

1.4 *Remote Support.* Supplemental Support may be provided remotely via telephone or electronic communications. Customer agrees that Tanium resources may access Customer's systems during the relevant ESR Support Term, using a defined standard virtual private network (VPN). If a network connection between Tanium and Customer's systems is required for Tanium to perform the Supplemental Support, Customer will provide such access as follows:

- Customer is responsible for ensuring that (i) its network and systems comply with specifications provided by Tanium; (ii) all components of Customer's Tanium environment are accessible through the VPN; and (iii) the VPN is installed in a timely manner for Tanium to perform the Supplement Support or other Support Services.
- Customer is responsible for acquiring and maintaining any equipment and performing any activities necessary

to set-up and maintain network connectivity at and to Customer's Tanium environment.

- Customer will provide and maintain user accounts for, and access to, the VPN for the Tanium resources, including, but not limited to, Tanium's onsite and remote resources.
- Tanium is not responsible for network connection issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Customer's VPN client software and/or VPN infrastructure fails to allow Tanium access to perform its obligations, Customer agrees to pay for any increased costs resulting from such failure.

[*End of Agreement*]

MASTER DATA ACCESS AGREEMENT

This MASTER DATA ACCESS AGREEMENT (this "Agreement") is made as of the Effective Date in the corresponding Subscription Order**,** (the "Effective Date") by and between **STREETLIGHT DATA INC.**, a Delaware corporation, with its principal offices located at 4 Embarcadero Center, Suite 3800, San Francisco, CA 94105, ("StreetLight") and **CUSTOMER**, an **Entity** organized under the laws of **State of Incorporation** with offices at **Address**, ("Customer"). In connection with this Agreement, Customer has entered into a corresponding Subscription Order for access to the Data Products, the terms of which are incorporated by reference herein.

Background:

WHEREAS, StreetLight owns or has the rights to the Data Products (as defined below) and offers subscription based access to the Data Products;

WHEREAS, Customer desires to obtain a subscription to access and use the Data Products in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and covenants made herein and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Agreement:

1. DEFINITIONS.

1.1 "Data Products" means StreetLight's proprietary compilations of geospatial materials created from StreetLight's data analytics technology platform and software (StreetLight Route Science® and StreetLight Insight®) including but not limited to polygons, attributes, latitudes/longitudes, and metrics (which are inherently subjective and may contain errors).

1.2 "Subscribed Output" means the materials generated for Customer as output as specified in a Subscription Order.

1.3 "Subscription" means Customer's access to StreetLight's Data Products and the use of StreetLight's Subscribed Output under the terms of this Agreement and any applicable Order.

1.4 "Subscription Order" or "Order" means the corresponding ordering document entered into between the parties which specifies the Subscribed Products to be accessed, the scope of access, permitted use, and any special restrictions.

1.5 "User(s)" means a specific individual or individuals (e.g., an employee or named consultant contractor of Customer) designated by Customer and permitted to access the Data Products and receive and use the Subscribed Output on behalf of Customer under a specific Subscription Order.

2. STRUCTURE; ACCESS.

2.1 Scope of Agreement. This Agreement consists of the general terms and conditions set forth in this document and in the Order. The performance of the Order is subject to the general terms and conditions of this Agreement. In the event of any conflict between the general terms and conditions set forth in this Agreement and those in the Order, the terms and conditions in the Order shall control.

2.2 Access. StreetLight grants to Customer, for the subscription term specified in the applicable Order, a non-exclusive license to access and use the Data Products and Subscribed Output solely for governmental transportation planning and operational analyses.

2.3 Identification of Users. Customer shall identify the Users to StreetLight and shall supply only Users identified to StreetLight with access to the Data Products and Subscribed Output. Customer shall supply Users access to the Data Products and Subscribed Output only in accordance with the provisions of this Agreement. StreetLight acknowledges that Customer may deliver the Subscribed Output to named consultants who are performing subcontracting services in support of a specific Subscription Order. Customer shall be responsible for ensuring that Users access the Subscribed Output and Data Products only in accordance with the provisions of this Agreement.

2.4 Limitations on Access. Customer shall not: (a) sell, lease or sublease access to the Data Products; (b) copy, decompile, or reverse engineer any portion of the Data Products; (c) use the Data Products to

provide third party processing services to other parties, commercial timesharing, rental or sharing arrangements, or on a "service bureau" basis; (d) remove any StreetLight titles, trademark symbols, copyright symbols and restrictive legends; (e) bypass or disable any protections that may be put in place to provide security for the Data Products or to protect against unlicensed use of the Data Products; (f) use the Data Products to store, transmit or produce infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (g) introduce into the Data Products, or use the Data Products to transmit, viruses, Trojan horses and other harmful or malicious code; (h) interfere with or disrupt the integrity or performance of the Data Products or third-party data contained therein; or (i) use the Data Products with any products, systems, or applications for or in connection with (1) real time navigation or route guidance, including but not limited to turn-by-turn route guidance that is synchronized to the position of a User's or a third party's sensor-enabled device; or (2) any systems or functions for automatic or autonomous control of vehicle behavior.

2.5 Reasonable Precautions. Customer shall implement, and shall take measures to maintain, reasonable and appropriate administrative, technical, and physical security safeguards designed to: (i) ensure compliance with the limitations in Section 2.4; (ii) protect against anticipated threats or hazards to the security or integrity of the Data Products; and, (iii) protect against unauthorized access or use of the Data Products.

2.6 No Re-identification. With respect to the use of the Subscribed Output, Customer represents and warrants that: (i) it does not have the ability to use the Subscription and the Subscribed Output to determine the identity of any specific person; (ii) it shall make no attempt to obtain data permitting it to use the Subscription and the Subscribed Output to determine the identity of any person; (iii) it will not accept any information from any third party that permits the use of the Subscribed Output to make such an identification; and (iv) it will make no such identification.

2.7 Excess Use. If Customer exceeds its permitted use of the Subscription, Customer will promptly notify StreetLight and within thirty (30) days thereafter: (i) disable unpermitted or excess use; or (ii) purchase additional subscriptions. StreetLight may review Customer's use of the Subscription, and Customer shall provide any reasonable assistance, to verify Customer's compliance with the Agreement. StreetLight may suspend Customer's use of the Subscription after giving thirty (30) days' written notice of non-compliance identified in such review, in addition to any other rights or remedies StreetLight may have.

2.8 Artificial Intelligence. The Data Products and Subscribed Output may not be added to any internal or third party machine learning, neural network, deep learning, predictive analytics or other artificial intelligence or software program, ("AI Software") where: the Data Products and Subscribed Output would not remain confidential in accordance with the terms of the Agreement; the AI Software would render Customer's use of the Data Products or Subscribed Output (or any products similar to the Data Products or Subscribed Output) redundant; The AI Software allows the Data Products, Subscribed Output, or any information contained within the Data Products or Subscribed Output to be stored or retained in any Public Reference Data Set ("Public Reference Data Set" for these purposes means any data set from which AI Software may generate results or other output for delivery to queries made by parties other than the Customer); or, the Data Products and/or Subscribed Output are not deleted from the AI Software program within thirty (30) days of entry.

3. EFFORTS AND ADDITIONAL SERVICES.

3.1 Efforts. StreetLight will use commercially reasonable efforts to provide the access and permitted use of the Subscribed Output to Customer as set forth in the applicable Subscription Order. Any addition to the list of Subscribed Output or changes to the access and permitted use of the Subscribed Output will be described in amendments to the Subscription Order, which will be effective when signed by a representative of each party who is authorized to execute contracts. Upon execution by both parties, an amendment to the Subscription Order will become a part of this Agreement.

4. COMPENSATION; PAYMENT TERMS; TAXES.

4.1 Except as expressly set forth in the applicable Order: (a) Subscription fees are invoiced yearly in advance, and (b) Customer shall pay each invoice in full within thirty (30) days after the date of invoice in U.S. dollars. If Customer is delinquent in payment of amounts for the services owed hereunder, StreetLight may give notice to Customer of such delinquency and, in such case, Customer will have thirty (30) days from receipt of StreetLight's written notice to cure the delinquency.

4.2 StreetLight will be entitled to late-payment fees on undisputed amounts due if payments are not received within thirty (30) days after the due date. Late payment fees are defined as the lesser of one and a half percent (1.5%) of the amount due, compounded each subsequent thirty (30) day period that invoices remain unpaid,

or the maximum amount permitted by law. Customer will promptly notify StreetLight of any amounts disputed in good faith. The parties will make a good faith attempt to amicably resolve any disputes regarding amounts billed.

4.3 All charges will be exclusive of any taxes and Customer shall be financially responsible for all sales or services taxes that are assessed on the Subscription or the use of the Subscribed Output, excluding any withholding or taxes based upon StreetLight's income.

5. PROPRIETARY RIGHTS.

5.1 Ownership. As between StreetLight and Customer, all rights, title, and interest in and to all intellectual property rights in StreetLight's Confidential Information, the Data Products, and the Subscribed Output, are owned exclusively by StreetLight. StreetLight shall have a royalty-free, worldwide, non-exclusive, transferable, sub-licensable, irrevocable, perpetual right to make, use, sell, offer for sale, import, or otherwise incorporate into the Data Products, any suggestions, enhancements, recommendations or other feedback provided by Customer.

5.2 No Implied License. Except for the limited license set forth in Section 2.2, StreetLight reserves all rights in the Data Products and Subscribed Output and any related StreetLight Confidential Information or intellectual property.

6. CONFIDENTIALITY.

6.1 Definition.

(a) "Confidential Information" means the proprietary information, technical data, trade secrets or know-how, including, but not limited to, ideas, works of authorship, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances or other business information disclosed by a party or a party's affiliate (collectively, the "Disclosing Party") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment to the other party (the "Receiving Party").

(b) Notwithstanding anything to the contrary herein, any data relating to Customer operations which is provided by Customer, will be deemed to be Confidential Information.

(c) Confidential Information does not include information which (i) has become publicly known and made generally available through no wrongful act of the Receiving Party, (ii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure, (iii) was developed independently without the use of any Confidential Information, or (iv) was already in the Receiving Party's possession at the time of disclosure from a source other than the Disclosing Party and without any obligation of confidentiality.

6.2 Non-Disclosure. Confidential Information may be used by the Receiving Party solely for the purpose for which it is disclosed to the Receiving Party, and as permitted under this Agreement, and may not be used for any other purpose. StreetLight shall hold all data and information input by Customer or provided to StreetLight by Customer in Customer's use of the Data Products to which StreetLight has access in confidence without limitation and may not use or disclose any of it without Customer's written consent. During the term of this Agreement and for a period of five (5) years following the date of termination or expiration of this Agreement, the Receiving Party shall hold the Confidential Information in confidence and may not use or disclose the Confidential Information, except as expressly permitted herein, without the prior written consent of the Disclosing Party, which consent may not be unreasonably withheld. The Receiving Party shall take all reasonable measures to protect the Confidential Information of the Disclosing Party from becoming known to the public or falling into the possession of persons other than those Representatives authorized to have any such Confidential Information, which measures shall include the same degree of care that the Receiving Party uses to protect its own information of a similar nature, but in no event less than a reasonable degree of care. The Receiving Party may only disclose the Confidential Information to its Representatives who have a legitimate "need to know," have been advised of the obligations of confidentiality under this Agreement and are bound in writing to obligations of confidentiality to Receiving Party no less stringent than those set out in this Agreement. For purpose of this Section 6, "Representative" means, with respect to the Receiving Party, its affiliates and its and their officers, directors, stockholders, members, partners, employees, financial and other advisors, attorneys, accountants, consultants and agents.

6.3 Required Disclosure. Nothing in this Agreement will prohibit the Receiving Party from disclosing Confidential Information of the Disclosing Party if legally required to do so by law, by judicial or governmental order or in a judicial or governmental proceeding ("Required Disclosure"); provided that Receiving Party shall: (a) where permitted, give the Disclosing Party reasonable notice of such Required Disclosure prior to disclosure; (b) cooperate with the Disclosing Party in the event that it elects to contest such disclosure or seek a protective order

with respect thereto; and (c) in any event only disclose the exact Confidential Information, or portion thereof, specifically requested by the Required Disclosure.

6.4 Equitable Relief. In the event of a breach or threatened breach of the foregoing confidentiality obligations by one Party, the other shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either party shall be entitled to seek an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either party from seeking or obtaining any other remedy under this Agreement, at law or in equity.

7. NO WARRANTIES.

THE DATA PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES ARISING UNDER STATUTE, WARRANTIES OF MERCHANTABILITY, ACCURACY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STREETLIGHT SPECIFICALLY DOES NOT WARRANT THAT THE DATA PRODUCTS WILL MEET THE REQUIREMENTS OF CUSTOMER OR OTHERS OR THAT THEY WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR. CUSTOMER ACKNOWLEDGES THAT IN ENTERING THIS AGREEMENT IT HAS NOT RELIED ON ANY PROMISE, WARRANTY OR REPRESENTATION NOT EXPRESSLY SET FORTH HEREIN OR INCORPORATED INTO THIS AGREEMENT BY REFERENCE.

8. INDEMNIFICATION; LIMITATION OF LIABILITY.

8.1 Indemnification.

(a) To the extent permitted by law, Customer hereby agrees to indemnify and defend StreetLight and its directors, officers, agents and employees, and hold them harmless, against any and all third party claims, suits, actions, loss, damages, liabilities, costs or expenses (including reasonable attorneys' fees) to the extent arising out of: (i) Customer's non-compliance with all applicable laws, or the violation of any applicable law or regulation; (ii) Customer's use of the Data Products; and (iii) Customer's breach of its confidentiality obligations or any other term of this Agreement.

(b) StreetLight hereby agrees to indemnify and defend Customer and its directors, officers, agents and employees, and hold them harmless, against any third party claims, suits, actions, loss, damages, liabilities costs or expenses (including reasonable attorneys' fees) to the extent arising out of: (i) StreetLight's infringement of any copyright or other intellectual property rights of any third party; and (ii) StreetLight's breach of its confidentiality obligations under this Agreement. If the Data Products, or any portion thereof, becomes subject to any third party suit, claim, action or demand ("Claim") or in StreetLight's reasonable judgment is likely to become subject to a Claim alleging that it infringes, misappropriates or violates a third party's intellectual property rights, StreetLight may within a reasonable time, at its sole option and expense, either: (i) secure for Customer the right to continue the use of such item; (ii) replace such item with a substantially equivalent item not subject to any such Claim; (iii) modify such item so that it becomes no longer subject to any such Claim; or (iv) contest the Claim. If StreetLight determines, in StreetLight's reasonable discretion, that it is not commercially feasible to either procure the right to continued use of the applicable item or to replace or modify the applicable item as provided in clauses (i), (ii) or (iii) of the immediately preceding sentence, StreetLight may terminate access to the item and StreetLight's sole liability under this Section shall be to refund Customer all fees and expenses paid by Customer to StreetLight for such item. THIS SECTION 8.1 STATES EACH PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR THIRD PARTY INFRINGEMENT CLAIMS AND ACTIONS.

8.2 Process. All of the foregoing indemnity obligations of StreetLight and Customer are conditioned on: (i) the indemnified party notifying the indemnifying party promptly in writing of any actual or threatened Claim, provided that failure to give prompt notice shall not relieve the indemnifying party's obligation hereunder unless the indemnifying party's ability to defend the Claim is prejudiced in a material way; (ii) the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and (iii) the indemnified party cooperating and, at the indemnifying party's request and expense, assisting in such defense.

8.3 Limitation of Liability.

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR EXPENSES ARISING OUT

OF THIS AGREEMENT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBLE EXISTENCE OF SUCH LIABILITY.

EXCEPT FOR CLAIMS RELATING TO A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW, THE TOTAL, CUMULATIVE LIABILITY OF EACH PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER BASED ON CONTRACT, IN TORT OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL BE LIMITED TO THE CONTRACT AMOUNT PAID BY CUSTOMER TO STREETLIGHT DURING THE PREVIOUS TWELVE (12) MONTHS. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT ENLARGE THIS LIMIT.

9. TERM AND TERMINATION.

9.1 Term. This Agreement is effective as of the Effective Date and shall continue in full force and effect for a term of one (1) year. Each Order shall be effective as of the date set forth in the applicable Order and shall continue in full force and effect until (a) the end date set forth in such Order or, if no end date is specified, then upon the expiration of termination of this Agreement; or (b) termination in accordance with the terms of this Agreement or the applicable Order.

9.2 Termination.

(a) If any breach of this Agreement or of a Subscription Order occurs, and such breach is not cured within thirty (30) days after written notice from the non-defaulting party, the non-breaching party shall have the right to terminate this Agreement or the affected Subscription Order by giving written notice of termination to the breaching party, which termination shall be effective thirty (30) days after receipt of such written notice of termination.

(b) Without limiting the general application of Section 9.2(a), if StreetLight reasonably believes that Customer is violating or has violated Sections 2.3, 2.5 or 2.6 in any material way, StreetLight may suspend Customer access to the Data Products immediately upon notice to Customer. If after good-faith discussion with Customer, StreetLight believes in its sole discretion that Customer is violating or has violated Sections 2.3, 2.5, or 2.6 in any material way, StreetLight may terminate this Agreement or any Order immediately upon notice to Customer.

(c) Customer may terminate this Agreement or any Subscription Order immediately upon notice to the StreetLight if StreetLight becomes insolvent, is dissolved or liquidated, has a petition in bankruptcy, reorganization, dissolution or liquidation, or similar action filed by or against it, is adjudicated a bankrupt, has a receiver appointed for its business, or makes an assignment for the benefit of creditors.

9.3 Effect of Termination.

(a) Upon expiration or other termination of the Agreement or any Subscription Order for any reason, Customer shall stop using, and StreetLight shall stop providing the Subscribed Output or access to the Data Products, as the case may be. If the Agreement or a Subscription Order is terminated by Customer due to StreetLight's breach, then StreetLight shall refund to Customer, within thirty (30) days after the effective date of termination, all prepaid fees for the remaining portion of any terminated Subscriptions. If the Agreement or a Subscription Order is terminated by StreetLight due to Customer's breach, then Customer shall pay to StreetLight, within thirty (30) days after the effective date of termination, any unpaid fees for the terminated Subscription Order that would have been payable for the remainder of the Subscription Term after the effective date of termination.

(b) Any and all rates, fees and charges set forth in an Order shall be firm and binding for the Order term. In the event this Agreement expires or is terminated by Customer as permitted by Section 9.2, all of the Orders then in effect shall also terminate unless Customer expressly requests otherwise. In the event that Customer requests that one or more Orders not terminate as set forth in the preceding sentence, then the terms and conditions of this Agreement shall continue in full force and effect, and shall continue to apply, with respect to such Orders for the respective Subscription terms.

(c) Upon the expiration or termination of this Agreement for any reason, Sections 2.2-2.6, 5, 6, 7, 8, 9.3 and Section 10 of this Agreement, together with any other provision required for their construction or enforcement, shall survive termination of this Agreement for any reason.

10. MISCELLANEOUS.

10.1 This Agreement will be governed by the laws of the State of California, without regard to the principles of conflicts of laws thereof.

10.2 This Agreement does not create a joint venture, partnership, employment relationship or other agency relationship between the parties.

10.3 StreetLight may refer to Customer in its marketing materials and on its website as a customer or client, provided that StreetLight does not disclose the nature of the services or products provided to Customer in a manner which identifies Customer, without Customer consent.

10.4 Any failure or delay on the part of either party in the exercise of any right or privilege hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right or privilege preclude other or further exercise thereof or of any other right or privilege. All waivers and consents, if any, given hereunder shall be in writing.

10.5 Neither party shall assign this Agreement nor any of its rights, interests, privileges, licenses or obligations hereunder without the other party's prior written permission; notwithstanding the foregoing either party may assign its rights hereunder to any successor in interest to all or substantially all of such party's assets to which this Agreement pertains.

10.6 The headings in this Agreement are inserted for convenience of reference only, and are not intended to be a part of, or to affect the meaning or interpretation of, this Agreement.

10.7 In the event that any provision of this Agreement is found to be invalid, voidable or unenforceable by any court of law with competent jurisdiction, the parties agree that unless it materially affects the entire intent and purpose of this Agreement, such invalidity, voidability or unenforceability shall not affect either the validity of this Agreement or the remaining provisions herein, and the provision in question shall be deemed to be replaced with a valid and enforceable provision most closely reflecting the intent and purpose of the original provision.

10.8 Any rights and obligations which by their nature survive and continue after the end of this Agreement shall survive and continue and shall bind the parties and their successors and assigns, until such obligations are fulfilled.

10.9 This Agreement may be signed in one or more counterparts, each of which will be considered an original, but all of which together form one and the same instrument. Once signed, both parties agree any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) shall be considered an original unless prohibited by law.

10.10 This Agreement and any Orders constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

10.11 Unless otherwise provided in this Agreement, all notices, requests, consents and other communications required or permitted under this Agreement will be in writing and will be sent to each party at the address set out in the preamble of this Agreement or any address later provided by such party. All notices will be sent by registered or certified mail, reputable overnight courier or by e-mail or fax with receipt confirmation. All notices sent by registered or certified mail will be deemed effective on the fifth day after deposit in the mail. All notices sent by overnight carrier or by fax will be deemed effective the day after deposit or transmission, as applicable.

10.12 Pursuant to the Electronic Signatures in Global and National Commerce Act and the Uniform Electronic Transaction Act, both parties agree to accept an electronic signature as a valid replacement of an ink and paper signature for this Agreement.

CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY IT.

appian

Service Provider Terms and Conditions: Additional Use Rights and Restrictions

CLOUD SUBSCRIPTION AGREEMENT

This Purchasing Entity Cloud Subscription Agreement ("Agreement") is entered into between Purchasing Entity ("Subscriber") and Insight Public Sector. In furtherance of this Agreement, Insight Public Sector may order based on agreed upon terms, on behalf of the Purchasing Entity, Appian Cloud Offering and related services solely in connection with NASPO Cloud Agreement. These services are solely for the use by the Purchasing Entity, and not for use or access by Insight Public Sector or any third party.

Appian Corporation, with its principal offices at 7950 Jones Branch Drive, McLean, Virginia 22102 ("Appian").

This Cloud Subscription Agreement is effective as of the last date a proper order is fully executed under the NASPO Cloud Agreement ("Effective Date"). Appian and Subscriber may be referred to individually as a "Party" or jointly as the "Parties."

1. DEFINITIONS The terms defined in this Section 1 and any other capitalized terms defined in the other sections of this Cloud Subscription Agreement have the meanings stated.

1.1 "**Agreement**" means, collectively, this Cloud Subscription Agreement and any Order Forms.

1.2 "**Cloud Offering**" means Appian's baseline software (including all updates and enhancements to the same that Appian provides under section 4 of this Cloud Subscription Agreement), the Documentation, and the information technology infrastructure used to make Appian's software available to Subscriber over the Internet.

1.3 "**Data**" means the data, information or material that Subscriber or its Users submit to the Cloud Offering under this Agreement. Data shall not include anything initially provided to Subscriber by Appian.

1.4 "**Documentation**" means the contents provided under the documentation section of the Appian Community website, https://docs.appian.com, or other URL as notified to the Subscriber in writing from time to time.

1.5 "**Order Form**" means one or more order forms signed by the Parties.

1.6 "**User**" means an employee, contractor or subcontractor of Subscriber who has a user account in the Cloud Offering allowing him/her to authenticate into the Cloud Offering.

2. SUBSCRIPTION

2.1 **License**. During the term of the subscriptions that Subscriber purchases, Appian grants Subscriber a non-transferable, nonexclusive license to access the Cloud Offering via a username and password over the Internet. Subscriber may use the licenses purchased under this Agreement for Subscriber's general business purposes, unless the applicable Order Form restricts Subscriber's use to a particular application, in which case Subscriber may only use the Cloud Offering in connection with the specified application.

2.2 **Restrictions.** Except to the extent expressly authorized in this Agreement or in the Documentation, Subscriber may not: (i) reverse engineer, disassemble, decompile or otherwise attempt to access or determine the source code of the Cloud Offering, (ii) operate the Cloud Offering for use by third parties or otherwise operate the Cloud Offering on a service bureau basis, (iii) modify, copy, reproduce or create a derivative from the Cloud Offering, in whole or in part, or (iv) allow, permit or assist any party to do any of the foregoing. In addition, unless expressly authorized by Appian in the applicable Order Form, Subscriber agrees not to use the Cloud Offering in circumstances in which errors or inaccuracies in the content, functionality, services, data or information provided by the Cloud Offering or the failure of the Cloud Offering, could lead to death, personal injury, or severe physical or environmental damage.

2.3 **Users Accounts.** Only the identified individual associated with a particular User account can access the Cloud Offering using that account. User accounts may not be shared among individuals, or used to provide access to the Cloud Offering to individuals who are not the individual associated with the corresponding User account. Subscriber may not activate and deactivate User accounts on a daily or other regular basis in order to circumvent license restrictions. To the extent that Subscriber configures Appian's software to be accessed or used through a separate system or interface (e.g. "headless"), users of the Appian software through such separate system or interface must be licensed under this Agreement, regardless of whether such person has an Appian User account or authenticates into the Cloud Offering. If Subscriber exceeds the number of licensed Users set forth in the effective Order Form(s), Subscriber shall purchase such additional User subscriptions necessary to bring Subscriber into compliance, with the date of such purchase retroactive to most recent Order Form between the parties and for a term equal to the longer of the remainder of the term of Subscriber's current subscription or one year. Such additional User subscriptions shall be at Appian's current list fees irrespective of any discounts offered to Subscriber in any Order Form.

2.4 **Subscriber Responsibilities.** Subscriber must use the Cloud Offering in accordance with all applicable laws. Subscriber is responsible for the password security of User accounts and the level of access granted to an individual User by Subscriber's Cloud Offering administrators, as well as any other security configurations set by Subscriber. Subscriber is responsible for any violation of this Agreement by its Users. Subscriber shall promptly report to Appian any copying or distribution of the Cloud Offering in violation of this Agreement that is known or suspected by Subscriber and provide Appian with reasonable assistance to stop such violation.

2.5 **Security**. Appian will maintain an annual Service Organization Control (SOC) Report (or other similar or replacement report as the industry adopts) in connection with the Cloud Offering ("SOC Report"). Subject to agreed upon usage terms, Appian will provide Subscriber with Appian's then current SOC Report. During the term of this Cloud Subscription Agreement, Appian will maintain such

security measures identified in the then current SOC Report or, if Appian determines that more effective measures should be implemented, apply such replacement security measures. Subscriber may perform security testing with respect to the Cloud Offering, but only with Appian's prior written consent, not to be unreasonably withheld.

2.6 **Intellectual Property Rights.** The Cloud Offering and all intellectual property rights therein are licensed to Subscriber, not sold. All rights in the Cloud Offering not provided to Subscriber under this Agreement are retained by Appian and its licensors.

3. DATA As between the Parties, the Data belongs to Subscriber. Subscriber is responsible for responding to any notices sent to Subscriber (or any User) by any third party claiming that the Data violates such party's rights. Subscriber grants Appian a worldwide, irrevocable, royalty-free, nonexclusive, sublicensable right during the term of this Cloud Subscription Agreement to use the Data for the purposes of providing the Cloud Offering to Subscriber. Appian shall backup the Data on a nightly basis. The Data shall be retained for at least twenty eight (28) calendar days.

4. MAINTENANCE SERVICES

4.1 **Maintenance Services.** Appian shall provide Subscriber with the following maintenance services ("Maintenance Services") during the term of the Subscriber's subscription to the Cloud Offering:

a. Updates. Appian will install the upgrades and patches to the Cloud Offering that become available.

b. Technical Support. Subscriber may designate up to the number of Subscriber employees allowed by the Service Level Agreement to coordinate Subscriber's requests for Maintenance Services. Subscriber's Maintenance Services contacts may report problems and seek assistance regarding Subscriber's use of the Cloud Offering using Appian's online technical support case management system, by telephone using Appian's authorized technical support phone line, or using any other means that Appian may authorize from time-to-time. Subscriber's Maintenance Services contacts may track Technical Support requests using Appian's case management system. Subscriber shall email support@appian.com with Subscriber's Maintenance Services contacts promptly on or after the Effective Date. Subscriber may change its Maintenance Services contacts using Appian's case management system.

c. Remote Maintenance Only. Maintenance Services do not include on-site or in-person assistance, training or consultation.

4.2 **Scheduled Maintenance.** Appian may specify up to a contiguous four (4) hour period during off peak hours when the Cloud Offering will not be available and during which Appian can provide any needed maintenance. Appian will use reasonable efforts to provide one week prior notice of all scheduled maintenance periods, provided that Appian may without prior notice suspend the Cloud Offering to install emergency patches or other urgent corrective measures.

5. CHARGES AND PAYMENT OF FEES Fees and charges are due and payable within 30 calendar days of Appian's invoice date. Amounts not timely paid shall incur interest at the lower of 1.5% per month, or the highest amount permitted under applicable law. All fees and charges are exclusive of all taxes, levies, or duties imposed by taxing authorities ("Taxes"). Subscriber is responsible for paying all such Taxes, excluding only Taxes based solely on Appian's income, at point of sale. Any exemption to such Taxes is dependent upon Appian's receipt of legally required documentation of such exemption. All payments due under this Agreement shall be made without any withholding, unless required by law. If Subscriber is required to withhold, Subscriber will provide Appian with documentation evidencing payment. If, and to the extent, that Appian is unable to claim an income tax credit for the full amount withheld, Subscriber shall pay the unrecouped amount to Appian. Except as expressly set forth in this Agreement, all orders for licenses and services are non-cancelable and all payments are non-refundable.

6. CONFIDENTIALITY

6.1 **Confidential Information.** "Confidential Information" means any information disclosed in writing or orally by one Party (the "Discloser") to the other Party (the "Recipient") and includes (a) information marked as confidential, (b) the Cloud Offering, (c) the terms of this Agreement (except as necessary to enforce the terms hereof), and (d) information that is reasonably understood to be confidential under the circumstances of disclosure or the nature of the information disclosed.

6.2 **Non-Disclosure.** The Recipient agrees to use the same degree of care to avoid unauthorized use or disclosure of the Discloser's Confidential Information as it uses to protect its own information and data of like importance, but in no event using less than a reasonable degree of care (with respect to Appian's obligations in connection with the Cloud Offering, such reasonable degree of care shall be defined as the measures identified in the then current SOC Report). Acting in accordance with the foregoing standard, the Recipient agrees to disclose the Discloser's Confidential Information only to its employees or Users (or, in the case of Appian, authorized subcontractors) who (i) have a need to know the same, and (ii) are subject to binding confidentiality obligations with the Recipient that are at least as restrictive regarding limitations on use and disclosure as those in this Section.

6.3 **Exceptions.** The foregoing restrictions will not apply to information that (a) is known to the Recipient at the time of receipt, (b) has become publicly known through no wrongful act of the Recipient, (c) has been rightfully received from a third party authorized to make such communication without restriction, (d) has been independently developed by the Recipient as evidenced by written records, (e) has been approved for release by written authorization of the Discloser, or (f) is required by law to be disclosed; provided that if the Recipient is required to disclose the Discloser's Confidential Information pursuant to an order under law, the Recipient must, if lawful,

promptly notify the Discloser and cooperate in all reasonable respects with the Discloser's requests in connection with obtaining a protective order.

7. TERM, TERMINATION AND SUSPENSION

7.1 **Term**. This Cloud Subscription Agreement shall commence on the Effective Date and, unless terminated earlier as set forth below, shall continue for the duration of any subscription purchased in an applicable Order Form.

7.2 **Termination**.

a. For Cause. Either Party may terminate this Agreement if the other Party breaches any material terms and conditions of this Agreement, and fails to cure such breach within 30 calendar days of receiving written notice thereof from the non-breaching Party.

b. Suspension. Upon providing Subscriber with written notice, Appian may immediately suspend Subscriber's privilege to use the Cloud Offering, which suspension shall be without any liability to Appian if Appian has reason to believe: (i) Subscriber is using the Cloud Offering in any manner to (A) interfere or attempt to interfere with the functionality or proper working of the Cloud Offering, including but not limited to participating in any flooding or denial or service activities of any kind, or (B) engage in, promote or facilitate illegal activities; or (ii) the Data (A) infringes, violates or misappropriates any rights of Appian or any third party; (B) constitutes defamation, invasion of privacy or publicity, or otherwise violates any applicable law or regulation, or (C) contains malware, viruses, Trojan horses, spyware, worms, or other malicious or harmful code.

c. Effect of Termination. Upon the effective date of termination, Appian may terminate Subscriber's use of the Cloud Offering, and Subscriber agrees to pay the balance due on Subscriber's account computed in accordance with applicable Order Form.

8. LIMITED WARRANTIES AND DISCLAIMERS

8.1 **Service Level Agreement**. Appian shall provide the Service Level Agreement attached to this Cloud Subscription Agreement in connection with the Cloud Offering.

8.2 **Virus**. Prior to delivery of the Cloud Offering to Subscriber, Appian will first scan the same using commercially available up to date virus detection software, and will remediate any issue discovered by such software.

8.3 **Disclaimer**. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE ONLY WARRANTIES PROVIDED IN CONNECTION WITH THE CLOUD OFFERING AND MAINTENANCE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES ARE DISCLAIMED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY CAUSE OR ACTION (INCLUDING CONTRACT, NEGLIGENCE, TORT OR STRICT LIABILITY) ARISING FROM OR OUT OF THIS AGREEMENT FOR (a) ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND (b) AGGREGATE LIABILITY OF GREATER THAN THE FEES ACTUALLY PAID BY SUBSCRIBER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. OBLIGATIONS UNDER SECTION 10 OF THIS CLOUD SUBSCRIPTION AGREEMENT AND SUBSCRIBER'S OBLIGATION TO MAKE PAYMENTS AS DUE SHALL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN 9(b) ABOVE. IN ADDITION, DAMAGES ASSOCIATED WITH EITHER PARTY VIOLATING THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY, SHALL NOT BE SUBJECT TO THE LIMITATION SET FORTH IN SECTIONS 9(a) OR 9(b) ABOVE. THE LIMITATIONS SET FORTH IN THIS SECTION ARE INDEPENDENT OF ANY LIMITED REMEDY SET FORTH HEREIN, SHALL APPLY WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. INDEMNIFICATION

10.1 **By Appian.**

a. Indemnity. Appian shall at its expense indemnify and defend Subscriber against any claims, legal actions, damages, losses and other expenses (a "Claim") brought by a third party against Subscriber alleging that the Cloud Offering or Maintenance Services (the "Offerings") infringe any United States patent, copyright, or trademark rights of such third party. Subscriber must provide Appian prompt notice of any Claim for which defense is sought hereunder, and provide Appian with sole control of the defense against any such Claim, provided that Appian may not enter into a settlement requiring Subscriber to make payment, take an action, or refrain from acting without Subscriber's consent, which shall not be unreasonably withheld, conditioned or delayed. If Subscriber is prohibited by lawful order from continued use of an Offering, or Appian concludes that an Offering infringes the foregoing intellectual property rights of a third party, Appian will, at its option and expense either: (i) procure for Subscriber the right to continue using the Offering, (ii) replace or modify the Offering so that it is no longer infringing, as long as it provides equivalent functionality, or (iii) if options (i) and (ii) are not commercially viable, terminate Subscriber's license to use the infringing Offering and refund to Subscriber the amount of the then current subscription license fee that was prepaid and unearned as of the date of termination.

b. Limitation. Notwithstanding the provisions of Section 10.1(a) above, Appian assumes no liability for (i) infringement arising from combinations of an Offering with non-Appian software or hardware, including any of Subscriber's software or code, (ii) modifications to an Offering made by any party other than Appian, (iii) use of a prior version of an Offering where Appian has offered or provided such current version to Subscriber at no additional cost, or (iv) trademark infringements involving any marking or branding applied by Subscriber or its agents or by Appian at Subscriber's request.

c. Entire Liability. THIS SECTION 10.1 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF APPIAN AND THE EXCLUSIVE REMEDY OF SUBSCRIBER WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER INTELLECTUAL PROPERTY RIGHTS BY AN OFFERING, OR ANY PART THEREOF.

10.2 **By Subscriber.** Subscriber shall at its expense indemnify and defend Appian against any claim brought by a third party against Appian alleging that the Data infringes the rights of any third party. Appian shall provide prompt notice of any claim for which defense is sought hereunder and will provide Subscriber with sole control of the defense against any such claim, provided that Subscriber may not enter into a settlement requiring Appian to make payment, take an action, or refrain from acting without Appian's consent, which shall not be unreasonably withheld, conditioned or delayed.

11. NOTICE

Any formal legal notices required or permitted to be given under this Agreement shall be in writing and shall be sufficiently given if sent by first class certified mail, or overnight delivery service using a reputable courier service, postage prepaid to Appian Corporation at 7950 Jones Branch Drive, McLean Virginia 22102, attention: General Counsel or to Subscriber at the address indicated on the applicable Order Form. Each Party will inform the other in writing of any change in the address to which notices should be sent.

12. GENERAL

12.1 **Governing Law and Arbitration**. The validity, construction, and interpretation of this Agreement and the rights and duties of the Parties shall be governed by the laws of the Commonwealth of Virginia, excluding its principles of conflict of laws, and the controlling laws of the United States of America, as applicable. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in the County of Fairfax, Virginia in accordance with the Rules of the American Arbitration Association ("AAA") by a single arbitrator to be designated by AAA, and judgment upon the decision rendered by the arbitrator may be entered in any court having jurisdiction thereof. Any decision by the arbitrator shall be final and binding, and except in cases of fraud or gross misconduct by the arbitrator, the decision rendered shall not be appealable.

12.2 **Relationship**. This Agreement does not create a joint venture, partnership, employment, or agency relationship.

12.3 **Marketing.** (a) Appian may publicly identify Subscriber as an Appian customer and use its logo on Appian's website and in presentations to current or prospective customers or investors; (b) Appian may issue a mutually agreed upon press release announcing Subscriber's status as an Appian customer; (c) subject to Subscriber's consent, Subscriber agrees to serve as a reference to prospective non-competitive Appian customers; and (d) upon successful launch of an application in the Cloud Offering, Appian may record and produce a video concerning Subscriber's use of Appian for such application, which may be distributed via Appian.com.

12.4 **Severability**. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose.

12.5 **Waiver**. The waiver by either Party of a breach or right under this Agreement will not constitute a waiver of any other or subsequent breach or right.

12.6 **Assignment**. This Agreement shall be binding and inure to the benefit of the Parties and their respective and permitted successors and assigns. Appian may use subcontractors to assist in performing this Agreement, provided Appian remains responsible for any subcontractor's compliance with the applicable terms of this Agreement. Neither Party may assign this Agreement without the consent of the other Party, except in the event of a corporate reorganization, merger, acquisition, or sale of all or substantially all of such Party's assets.

12.7 **Entire Agreement.** This Agreement is the final, complete and exclusive agreement between the Parties relating to the subject matter hereof, and supersedes any previous communications, representations or agreements between the Parties, whether oral or written. This Agreement may be amended only through a written agreement signed by duly authorized representatives of the Parties. If an Order Form conflicts with this Cloud Subscription Agreement, this Cloud Subscription Agreement shall take precedence unless the Order Form expressly identifies select provisions of this Cloud Subscription Agreement to be superseded. The terms of any purchase order supplied to Appian will be null and void.

12.8 **Force Majeure.** Neither Party is liable for failure to perform or for any delay in performing this Agreement due to events outside its reasonable control and not caused by its fault or negligence.

12.9 **Signature/Counterparts**. The Parties agree that electronic signature shall be valid signatures for all purposes hereunder and shall bind the Parties. This Agreement and any documents related hereto may be executed in counterparts.

12.10 **Survival**. Provisions herein which by their nature extend beyond the termination of this Agreement shall remain in effect until fulfilled.

PROFESSIONAL SERVICES ADDENDUM

All capitalized terms not defined in this Professional Services Addendum shall have the meanings ascribed to them in the Cloud Subscription Agreement.

1. PROFESSIONAL SERVICES

1.1 **Professional Services and Statements of Work**. Appian shall provide Subscriber with certain professional consulting services in connection with the Cloud Offering (the "Professional Services") as may be mutually agreed upon in separate written statements of work (each a "SOW"). This Professional Services Addendum and all SOWs shall be considered part of the Agreement, as that term is defined in the Cloud Subscription Agreement, and the Cloud Subscription Agreement is amended accordingly.

1.2 **Access and Cooperation.** Subscriber shall provide Appian access to Subscriber's facilities, data, approvals, assistance and cooperation, all as reasonably required by Appian to perform the Professional Services.

2. INTELLECTUAL PROPERTY RIGHTS

2.1. **Subscriber's Pre-Existing Material**. Subscriber shall retain ownership (including all intellectual property rights therein) in all material provided to Appian in performing a particular SOW which is owned by Subscriber (or its licensors), including any derivative works thereof ("Subscriber Pre-existing Materials"). Subscriber grants to Appian a non-exclusive, nontransferable, paid-up license to use any Subscriber Pre-existing Materials solely as reasonably necessary for Appian to perform the Professional Services. Appian's license to use Subscriber's Pre-Existing Material shall automatically expire upon the earlier of Appian no longer requiring Subscriber's Pre-Existing Material to perform the applicable SOW or upon the termination or expiration of this Professional Services Addendum.

2.2 **Appian's Pre-existing Material**. Appian and its licensors shall retain ownership (including all intellectual property rights therein) of Appian's work product provided as part of the Professional Services that is developed prior to or independently of the applicable SOW, and all derivative works thereof ("Appian Pre-existing Material"). Upon Subscriber paying all amounts due therefore, Appian shall provide Subscriber with a license to use the Appian Pre-existing Material subject to the same terms and restrictions governing Subscriber's use of the Cloud Offering under the Cloud Subscription Agreement.

2.3 **Specifically Developed Work Product**. Upon payment of all amounts due therefore, Subscriber shall own Appian's work product (including all intellectual property rights therein) which is specifically developed for Subscriber as part of the Professional Services and which is not Appian Pre-existing Material or Subscriber Pre-Existing Material ("Specifically Developed Material"). There is a finite number of ways to enhance the Cloud Offering to accommodate various processes, and Appian requires the ability to re-purpose those elements of the Specifically Developed Material that are of a general, abstract character, or which may be generically repurposed ("Generic Work Product"). Accordingly, Subscriber grants Appian a perpetual, irrevocable, nonexclusive, worldwide, royalty free, transferable license to use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon, the Generic Work Product, and to authorize, or sub-license others to do any, some or all of the foregoing, all subject to Appian's confidentiality obligations in the Cloud Subscription Agreement.

2.4 **Residuals and Independent Development**. Without limiting Appian's confidentiality obligations under the Cloud Subscription Agreement, Appian is permitted to use Residual Information and general knowledge, skills and experience gained in performing the Professional Services. "Residual Information" means ideas, concepts, know-how and techniques related to the Professional Services that are retained in the unaided memories of Appian's personnel.

3. LIMITED WARRANTY- Subject to the limitations set forth below, Appian warrants that it shall perform the Professional Services in a professional and workmanlike manner consistent with prevailing industry practices. In the event of a breach of this warranty, Appian's exclusive obligation and Subscriber's sole remedy is for Appian to use commercially reasonable efforts to re-perform the defective Professional Services at no additional cost. If Appian is unable to re-perform the applicable Professional Services within a commercially reasonable time after Subscriber notifies Appian of the breach, Appian shall refund to Subscriber the amount Subscriber paid for the defective Professional Services. Subscriber must notify Appian of any breach of this warranty, in writing, within five (5) business days after the defective Professional Services are provided to Subscriber.

4. TERM AND TERMINATION

4.1 **Term**. This Professional Services Addendum shall commence on the Addendum Effective Date and, unless terminated earlier as set forth below, shall continue for the duration of any SOW.

4.2 **Termination**.

a. General. This Professional Services Addendum and any SOW may be terminated for any reason the Cloud Subscription Agreement may be terminated.

b. Termination for Convenience. Upon providing Appian with at least 30 calendar days prior written notice, Subscriber may terminate a SOW for convenience, and not for cause.

c. Effect of Termination. Upon the effective date of termination, Subscriber agrees to pay for all Professional Services performed in accordance with the applicable SOW. If a SOW is terminated for convenience, as of the effective date of termination, Subscriber agrees to pay (a) for all billable time spent and reimbursable expenses incurred in performing the Professional Services on a time and materials basis through the effective date of termination, and (b) for all Professional Services completed prior to the effective date of termination in connection with fixed price engagements, to include a percentage of the fees for deliverables not accepted as the effective date of termination, based upon the percentage of the deliverables completed as of the effective date of termination.

5. INDEMNIFICATION

5.1 **Appian Pre-existing Material and Specifically Developed Material.** Appian Pre-existing Material and Specifically Developed Material are considered an "Offering" as that term is defined and used in the indemnification provisions of the Cloud Subscription Agreement, and the Cloud Subscription Agreement is amended accordingly. Consequently, Appian agrees to indemnify Subscriber from claims resulting from Subscriber's use of the Appian Pre-existing Material and Specifically Developed Material, subject to the indemnification provisions of the Cloud Subscription Agreement.

5.2 **Personal Injury/Property Damage**. Subject to the limitations and contingencies set forth in the indemnification provision of the Cloud Subscription Agreement, Appian shall at its expense defend any third party claim brought against the other Party for bodily injury, death or damage to real or tangible personal property, to the extent caused by the negligence or willful misconduct of the indemnifying Party while engaged in the provision or receipt of Professional Services; provided, however, that if there also is fault on the part of indemnified Party, the foregoing indemnification shall be on a comparative fault basis. As part of the indemnifying party's defense obligations, the indemnifying Party will pay all associated and reasonable attorneys' fees and defense costs, and pay any corresponding judgment finally awarded by a court of competent jurisdiction or any settlement amount agreed to in a written settlement agreement approved, in writing, by an authorized representative of the indemnifying Party.

Appian Cloud

Service Level Agreement

GENERAL SERVICE OBLIGATIONS - Appian's obligations depend on the type of Maintenance Services that Subscriber chases in a corresponding Order Form, as set forth in the following chart:

	STANDARD	ADVANCED	ENTERPRISE
TECHNICAL SUPPORT SERVICES			
	Technical Support Availability		
Priority 1 & 2 Issues	Local Business Hours	24x7x365	24x7x365
Priority 3 & 4 Issues	Local Business Hours	Local Business Hours	24x5
Designated Support Contacts	4	12	24
Onboarding Session	✓	✓	✓
Online Case Management	✓	✓	✓

Appian Community	✓	✓	✓
Lead Engineer Assigned			✓
Monthly Health Check Reviews			✓
Annual Corporate Visit			✓
APPIAN CLOUD CAPABILITIES			
Availability Minimum	99.80%	99.95%	99.99%
Pre-Release Testing Program*	✓	✓	✓
Appian Cloud Insights*	✓	✓	✓
Default Instance Size (Non-Prod)	Large	Large	xLarge
High Availability for Production		✓	✓
Enhanced Data Pipeline*		✓	✓
Log Streaming*		✓	✓
Data At Rest Encryption*		✓	✓
Bring Your Own Key*		✓	✓
Dedicated Virtual Private Cloud (VPC)			✓
Additional Storage			500 GB
Monthly Data Snapshot			✓
Monthly Data Refresh			✓
COMPLIANCE & AUDIT			
Standardized Information Gathering (SIG)	✓	✓	✓
SOC 2 Report	✓	✓	✓

Annual Customer Audit			✓
Site Data Audit Requests			✓
Annual Security Questionnaire			✓
Data Loss Prevention*			✓

2. **RESPONSE MEASUREMENTS -** Appian will use commercially reasonable efforts to respond to Issues within the response times listed below. A Priority 1 or 2 Issue shall be deemed reported, and Appian's response time shall commence, once Subscriber reports the issue as a Priority 1 or 2 Issue using Appian's authorized telephone support number. A Priority 3 Issue or Priority 4 Issue shall be deemed reported, and Appian's response period shall commence, once Subscriber reports the Priority 3 Issue or Priority 4 Issue using any authorized methods for requesting Technical Support. Appian will be deemed to have responded to an Issue once it responds that it has received the Issue (an automated email response shall not count as a response). If Subscriber's principal office is in the United States, Canada or Latin America, business hours are 8:00 a.m. to 8:00 p.m. (USET), Monday through Friday, excluding Appian holidays; if Subscriber's principal offices are in Europe, the Middle East, or Africa business hours are 8:00 a.m. to 8:00 p.m. (GMT), Monday through Friday, excluding UK holidays; and if Subscriber's principal offices are in Australia, New Zealand, and East or Southeast Asia, business hours are 8:00 a.m. to 8:00 p.m. (Australian ET), excluding New South Wales holidays.

Case Severity	Standard Support Initial Response Time	Advanced & Enterprise Support Initial Response Time
Priority 1	<1 business hour	<15 minutes (24x7x365)
Priority 2	<2 business hours	<1 hour (24x7x365)
Priority 3	<8 business hours	<3 business hours
Priority 4	<12 business hours	<6 business hours

3. **AVAILABILITY AND SERVICE CREDITS** -

a. Service Credit Definition and Calculation. Subject to the exclusions noted below, if in any given month Subscriber reports a Priority 1 or 2 Issue, and it takes Appian longer than the percentage of time occurring in the applicable month noted below ("Aggregate Availability") to provide a corresponding Correction in accordance with the applicable Technical Support Availability hours noted in the chart above, Appian will provide Subscriber with a credit of the percentage of the sum of the applicable monthly subscription fee and monthly Support fees in effect during the applicable month in the amount described below (each such credit is referred to as a "Service Credit"). The Aggregate Availability for Priority 1 Issues is calculated as 100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 1 Issues reported in a month, divided by the total number of minutes occurring in that month. Likewise, the Aggregate Availability for Priority 2 Issues is calculated as +100 percent minus the quotient of the time required by Appian to provide Corrections for all Priority 2 Issues reported in a month divided by the total number of minutes occurring in that month. The Service Credits are Appian's exclusive obligation, and Subscriber's sole remedy associated with any Issues. A Priority 1 Issue may not be reported both as a Priority 1 and a Priority 2 Issue.

Priority Level	Monthly Availability %			Service Credit*
	Standard	Advanced	Enterprise	
Priority 1	<99.8% but ≥ 99.0%	<99.95% but ≥ 99.0%	<99.99% but ≥ 99.0%	10%
	<99.0%	<99.0%	<99.0%	30%
Priority 2	<99.0%	<99.0%	<99.0%	15%

:redit percentages are as a percentage of the sum of monthly applicable subscription fee for Subscriber's subscription to use e Cloud Offering and the monthly Support fees in the applicable Order Form. If the subscription fee for the Cloud Offering is id other than monthly, the monthly subscription fee shall be calculated as the pro rata equivalent of one month of the bscription fee specified in the applicable Order Form.

Requesting Service Credits - Subscriber must request Service Credits, in writing, within 30 calendar days after Appian ovides the corresponding Correction. Service Credits not requested within this time shall expire.

Exclusions. Issues caused by any of the following situations shall not trigger Appian's obligations under this Service Level reement:

i. Any time the Cloud Offering is not available as a result of scheduled maintenance activities, Subscriber initiated maintenance or any other agreed-to scheduled downtime activity;

ii. Unavailability of or errors in the Cloud Offering due to the following, to the extent developed by or incorporated by Subscriber or its agents: (I) modifications or plug-ins to the Cloud Offering, or (II) unsupported programming, unsupported integrations or malicious activities;

iii. Unavailability of or errors in the Cloud Offering as a result of Subscriber using the Cloud Offering contrary to the then current Documentation;

iv. Events outside Appian's reasonable control, not caused by Appian's fault or negligence, or Subscriber provided infrastructure or integration being unavailable;

v. Any time the Cloud Offering is not available as a result of Subscriber exceeding the IT resources allocated under the applicable Order Form (memory, RAM).

TERMINATION - Subscriber may terminate the Agreement for cause if Appian refunds to Subscriber the maximum amount Service Credits to Subscriber for Priority 1 Issues in any two consecutive months, provided Subscriber notifies Appian of its ent to elect this remedy, in writing, within 30 calendar days after the second month.

AUTHORITY OF SUPPORT CONTACTS. Notwithstanding anything else to the contrary in any agreement between the rties, Subscriber agrees that Subscriber's Designated Support Contacts shall have the authority to enable or disable security d other features in Subscriber's instances of the Cloud Offering and consent to the maintenance, monitoring and analysis of bscriber's instances.

DEFINITIONS- The terms defined in this Section 6 as well as terms defined in the Cloud Subscription Agreement (or similar aster terms and conditions) agreed to between the parties (the "Agreement") are applicable to this Service Level Agreement. rms that have an asterisk in the General Services Obligations table in Section 1 above are further explained in the ocumentation at docs.appian.com

eneral Definitions

i. **Core Functionality** means the ability to use the Cloud Offering to: (i) load a designer interface; (ii) publish a generic process; (iii) launch a generic process (including accepting a generic task and entering a generic form); (iv) access a generic dashboard; or (v) run a generic report.

ii. **Correction** means, without limitation, workarounds, support releases, component replacements, patches and/or documentation changes, as Appian deems reasonably appropriate.

iii. **Issue** means, collectively, a Priority 1, Priority 2, Priority 3 or Priority 4 Issue.

A. **Priority 1 Issue** means a User is unable to access the login page on a production instance of the Cloud Offering using the User's then current username and password.

B. **Priority 2 Issue** means a User is unable to operate the Core Functionality on a production instance of the Cloud Offering using the User's then current username and password.

C. **Priority 3 Issue** means a functional feature of the Cloud Offering is impacted, but it is feasible to continue production/development, as the issue is not critical or a workaround is feasible.

D. **Priority 4 Issue** means all other issues which are not Priority 1, 2 or 3.

echnical Support Services Definitions.

i. **Designated Support Contacts** means the Subscriber personnel designated to interact with Appian on technical support issues. Designated Support Contacts are able to create, view and update technical support cases on behalf of Subscriber's Appian projects. Designated Support Contacts will also receive communications from Appian Support.

ii. **Onboarding Session** means that Appian will walk Subscriber through a number of items designed to accelerate Subscriber's use of the Cloud Offering. This includes a review of available online resources, Technical Support services, and best practices for working with Appian Support. For Appian Cloud customers, this will also include a review of Appian Cloud monitoring and procedures for site maintenance and upgrades.

iii. **Online Case Management** means that Subscriber's Designated Support Contacts may access Appian's Online Case Management system for reviewing, creating & updating support cases, managing support contact designations and maintenance notifications.

iv. **Lead Engineer Assigned** means that an Appian support engineer is designated to assist in the timely resolution of Subscriber's support cases and works with Subscriber's Designated Support Contacts in the following capacity:

A. Configures additional Appian Cloud capabilities (High Availability, Enhanced Data Pipeline, Log Streaming, Bring Your Own Key)
B. Conducts regular meetings with Subscriber's Designated Support Contacts to share updates from Appian, review and prioritize support cases, coordinate site upgrade plans, review Subscriber's upcoming project initiatives and gain visibility into Subscriber's key dates and milestones

C. Acts as an escalation point of contact for any Subscriber support cases

D. Provides Monthly Health Check analysis

v. **Monthly Health Check Reviews** means that Appian will provide Subscriber with monthly reports on the application design patterns and performance risks in Subscriber's environment associated with Subscriber's Appian applications using Appian Health Check. On a monthly basis, Subscriber's Lead Engineer Assigned will review the results from one production environment with Subscriber's Designated Support Contacts, help prioritize items that require action and provide details on any items identified for assistance by Appian Support.

vi. **Annual Corporate Visit** means that the Lead Engineer Assigned to Subscriber will partner with Subscriber's account team to coordinate an annual visit to Appian HQ, where Subscriber's representatives will meet with cross-departmental Appian leadership. The agenda for the visit will focus on reviewing, and getting Subscriber feedback on, Appian products and services and providing Subscriber's representatives with insight into Appian's future development plans.

Compliance & Audit Definitions.

i. **Standardized Information Gathering** means that, upon request, Appian will provide Subscriber with a copy of the Standardized Information Gathering (SIG) Questionnaire completed by Appian on an annual basis. The SIG is a comprehensive risk management tool for cybersecurity, IT, privacy, data security and business resilience in an information technology environment. The SIG collects information security information from 18 risk domains within the Appian Cloud environment.

ii. **Annual Customer Audit** means that, on an annual basis, Subscriber's representatives may visit Appian HQ once at a mutually agreed upon time to perform a detailed security audit on-site.

iii. **Site Data Audit Requests** means that Appian Support will work with Subscriber to satisfy any reasonable custom site data audit requests, which can be run on up to a monthly basis. Examples include access logs, login audit files or mail server logs.

iv. **Annual Security Questionnaire** means that Appian will complete Subscriber's custom information security questionnaire on an annual basis.

v. **Data Loss Prevention** is a capability of the Appian Cloud Offering that monitors the access by Appian's Cloud support personnel to Subscriber's instances of the Cloud Offering for the purposes of detecting abnormal user behavior that could lead to inappropriate data disclosure, and as further described in the Documentation. The monitoring and analysis of such information for Data Loss Prevention purposes is conducted in the United States on servers located in the United States. Data Loss Prevention must be enabled by Subscriber's Designated Support Contacts.

ppian Cloud Capabilities Definitions.

i. **Default Instance Size (Non-Prod)** means that Appian provides a Large default instance size (2 vCPUs, 15GB RAM) for non-production environments. With Enterprise Support, non-production environments are provisioned on a xLarge instance size (4 vCPUs, 30GB RAM).

ii. **High Availability for Production -** High Availability for Production means that Subscriber's production instance of the Cloud Offering will be provided simultaneously through three Availability Zones without a single point of failure. (Appian's standard Cloud Offering provides service through a single Availability Zone only.) Each Availability Zone will be located in the Subscriber's selected region. Appian will maintain such servers and storages necessary to keep up to date with Subscriber's applications and data in order to operate Subscriber's Cloud Offering in such three Availability Zones.

RTO & RPO For High Availability. As a part of the High Availability Offering, Appian will provide Subscriber with a Recovery Point Objective (RPO) and Recovery Time Objective (RTO) based on Subscriber's level of Support. RPO means that the Subscriber data restored to the High Availability Cloud Offering will be no older than the number of minutes set forth below prior to the event that led to the Cloud Offering no longer writing data to the High Availability database servers. RTO means that the High Availability Cloud Offering will be unavailable for no longer than the number of minutes set forth below in the event of unscheduled unavailability of the Cloud Offering for any reason within the control of Appian or Appian's service providers.

Level of Support	RTO	RPO
Advanced	21 Minutes	1 Minute
Enterprise	4 Minutes	1 Minute

Appian's exclusive obligation and Subscriber sole remedy for any failure by Appian to meet the RTO or RPO in a month will be Subscriber's right to a Service Credit against the sum of applicable license and Support fees payable for that month in the percentage outlined in the table above in the section entitled "Availability and Service Credits."

iii. **Dedicated Virtual Private Cloud (VPC)** means that, at the option of Subscribers with Enterprise support, Appian will host Subscriber's Cloud Offering instances in a dedicated Virtual Private Cloud (VPC) with the ability to integrate with existing business databases hosted in a customer-managed VPC.

iv. **Monthly Data Snapshots** means that Subscribers with Enterprise support are entitled to one Planned Snapshot per month at no charge. A Planned Snapshot is a backup for a single Appian Cloud instance (data and configurations) that is taken on-demand at a mutually agreed time, typically during normal business hours. The Planned Snapshot is retained for 90 calendar days.

v. **Monthly Data Refresh** means that Subscribers with Enterprise support are entitled to one Data Refresh per month at no charge. A Data Refresh is the copying of all of the data and configurations residing on one Appian Cloud instance to replace the data and configurations residing on another Appian Cloud instance in its entirety. Note that the source and target instance resource allocation must be equal in order for Appian to perform a Data Refresh.

DIGITAL SERVICES AGREEMENT

This Digital Services Agreement (the "Agreement") between **Avtex Solutions, LLC**, with offices at 9197 South Peoria Street, Englewood, Colorado 80112 ("Service Provider") and Client (as noted in the signature block) ("Client"), is entered into as of the date fully executed below (the "Effective Date").

1. Definitions.

1.1 "Authorized User" shall mean an employee of Client, or of a person to whom Client has outsourced services, who is authorized to access the Services as either a named or concurrent user. Client shall be responsible for the acts and omissions of its Authorized Users as if they were the acts and omissions of Client.

1.2 "Client Materials" shall mean Client provided tools, software, databases, hardware, design and data, and other Client intellectual property, as well as any other pre-existing or independently developed materials provided by Client in connection with Client's use of the Services. Client Materials are the Confidential Information of Client.

1.3 "Concurrent Users" shall mean the total number of individuals using the Services (such as users in a CcaaS environment) within a predefined period of time (such as per user / per month).

1.4 "Documentation" means Service Provider's documentation which is delivered or made available to Client as part of the Services under this Agreement.

1.5 "Named Users" shall mean specific named individuals (such as employees of end user) or specific devices (such as lobby phones or fax machines) that are licensed to use the Services (such as users of UCaaS IP phones).

1.6 "Service Provider Materials" shall mean all software, tools, methodologies, processes, techniques, ideas, know-how, documentation, technical information, technology, and other items whose Intellectual Property Rights belong to or are licensed by Service Provider and that are delivered to Client or used by Service Provider in providing the Services.

1.7 "Service Provider Offerings" shall mean the Services, Service Provider Materials and Service Provider software.

1.8 "Service Provider Parties" shall mean Service Provider's subcontractors, agents and affiliates.

1.9 "Services" shall mean the applicable scope, services and/or deliverables described in each applicable Statement of Work ("SOW") executed by the parties pursuant to this Agreement.

1.10 "Third Party Materials" shall mean all software, products, tools, methodologies, processes, programs, services, data, information, materials, and other items whose Intellectual Property Rights belong to a third party.

1.11 "TTEC Digital" shall mean Service Provider's technology, cloud, IT consulting and strategic consulting businesses.

1.12 "TTEC Engage" shall mean Service Provider's customer experience services including turnkey customer acquisition, customer care, revenue growth and digital trust and safety services delivered over multiple channels.

2. Services.

2.1 Scope of Services/Engagement. Service Provider will provide services to Client (the "Services"), for which the scope, fees, pricing, and operational terms shall be specifically described in mutually agreed statements of work executed by authorized representatives of the parties, (each an "SOW").

2.2 Client Requirements. It is expressly understood that the Services to be performed under this Agreement are a collaborative undertaking between Service Provider and Client and, as such, it will be necessary for Client to provide, at Client's expense, the Client's requirements as provided in the applicable SOW.

2.3 Personnel, Facilities and Requests. As applicable, Client will provide, at Client's expense, suitable information, telecommunications connections, electrical connections, equipment, and site and system access and facilities as are reasonably necessary to enable Service Provider to perform the Services, in addition to any resources that are specified in the applicable SOW and/or on an as needed basis. Client shall promptly respond to any such request by Service Provider for personnel or information. Client acknowledges and agrees that Service Provider's performance is dependent on and subject to performance by Client or third parties of their obligations associated with the Services in a timely manner and is subject to any assumptions regarding the Services referred to in the applicable SOW.

2.4 Service Provider Affiliates. Client acknowledges and agrees that the Services may be performed by employees of one or more direct or indirect affiliates of Service Provider, in which case Service Provider shall remain responsible for such Services to the same extent as if performed by its employees.

2.5 Client Decisions and Consents. Service Provider shall be entitled to rely on, and Client shall be responsible for, all decisions, instructions and approvals of Client project, administrative and other personnel in connection with the Services. Client shall be responsible for procuring all Client and/or third party consents, licenses, approvals or permissions as may be necessary to enable Service Provider to perform the Services. In addition, the parties acknowledge that if strategic consulting Services are provided to Client, that the Services provided are advisory and/or demonstrative only. The decision as to whether and how to use the above Services, requires management decision on the part of the Client, taking account of facts and other information, some of which may be unknown to Service Provider.

2.6 Use of Services. Client will use the Services solely for its internal business purposes in accordance with this Agreement, and the applicable SOW and will not use the Services in any manner that violates any applicable law or governmental regulation.

3. Invoicing and Payment

3.1 Invoicing and Payment. Unless otherwise noted in an SOW, Service Provider will invoice Client on a monthly basis for the Services fees, authorized travel and other expenses, and other agreed charges incurred by Client. Client shall pay all invoiced amounts that are not subject to good faith dispute within thirty (30) calendar days from the date of the invoice. Invoices unpaid after thirty (30) days will bear interest the lesser of one (1.0%) percent per month or the highest rate allowed by law. Client will not withhold any undisputed fees. In the event that Client disputes any charges contained in an invoice, Client shall timely pay all undisputed fees and within 15 days from Client's receipt of the invoice provide a written explanation of the basis for the dispute and the amount of any fees withheld. The parties agree to undertake good faith negotiations within 15 days from Service Provider's receipt of such explanation to resolve such dispute, utilizing the Change Control Process if needed.

3.2 Expenses. Unless otherwise noted in a SOW, Client shall reimburse Service Provider for all expenses reasonably incurred by Service Provider in connection with the performance of the Services, including, but not limited to, travel and lodging expenses, communications charges and the cost of supplies, which will be invoiced when and as they are incurred and payment will be due within thirty (30) days from the date of an invoice.

3.3 Taxes and Other Regulatory Charges. All amounts payable under this Agreement are exclusive of all taxes, levies, duties, tariffs, or other governmental or regulatory charges or expenses or withholdings Service Provider is required to collect or remit to applicable tax authorities including, without limitation, any value added tax, withholding tax, sales, goods and services tax or customs duties (collectively, "Taxes"). Client shall pay any and all applicable Taxes, however designated, incurred as a result of or otherwise in connection with this Agreement, the Services, or Products, excluding Taxes based upon the net income of Service Provider. If Client asserts in writing that

TTEC Confidential and Restricted © 2021 TTEC Holdings, Inc.

specified amounts are not subject to Tax and provides Service Provider with a valid exemption certificate, Service Provider will refrain from collecting and remitting Taxes with respect to such specified amounts.

3.4 Audit. Each party shall maintain complete records of its activities under this Agreement for at least three (3) years following termination of this Agreement. Each party agrees to allow the other party, upon at least forty-eight (48) hours prior written notice, to audit such party's business records specifically relating to this Agreement as kept in the normal course of business to ensure compliance with the terms and conditions of this Agreement. If the audit reveals that either party has failed to comply with the terms of this Agreement, such party shall immediately become compliant and reimburse the other party for any unpaid amounts due and, if the noncompliance was material, the reasonable cost of the audit. In the event that the audit reveals that a party owes the other party money, whether or not such amounts were properly billed at the outset, the owing party shall reimburse the other party for any amounts due. All audits shall be conducted during the audited party's normal business hours, and each party may conduct an audit no more than once per calendar year.

3.5 Cost of Living Adjustment. Unless otherwise set forth in the SOW, the following language shall apply to any TTEC Engage Services: the pricing and rates set forth in each Statement of Work or Order Form shall be adjusted annually based on a mutually agreed upon in-country/in-region index commencing on the first anniversary of the initial operational date of the applicable Statement of Work or Order Form, and annually thereafter on the anniversary of such Statement of Work or Order Form.

3.6 Changes in Cost Due to Changes in Applicable Laws or Wage Requirements. Unless otherwise set forth in the SOW, the following language shall apply to any TTEC Engage Services: if applicable law(s) or wage requirements for personnel providing the Services materially change during the term of this Agreement, based upon empirical market documentation to be provided by Service Provider, or any new law or regulation is enacted that materially impacts (either positively or negatively) the cost of performing or receiving the Services, the Parties will negotiate in good faith to modify the Agreement (including the fees charged hereunder). If the Parties are unable to agree upon an amendment to accommodate compliance with the new or amended law or regulation, then the Party negatively and materially impacted by the change shall have the right to terminate this Agreement or the affected Services immediately without penalty, provided that such terminating Party shall provide as much advance notice of such termination as practicable and mitigate the impact of such termination as much as possible to the other Party.

4. Change Control

4.1 Changes in Cloud Services. Unless otherwise set forth in the SOW, the following language shall apply to any TTEC Digital Cloud Services: Service Provider may change or modify the Services at any time and Service Provider will only be required to notify Client of a change or modification to the Services in advance if the change or modification: (i) is not within industrial standards and/or customary in the industry; and (ii) does not extend and/or enhance the functionalities or architecture of the Services. If Service Provider notifies Client of a change as required in this Section and Client does not wish to use the Services after notification of such change, Client may, within forty-five (45) days of notification provide Service Provider with written notice of termination of the applicable SOW. If Client provides no written notice to Service Provider within such forty-five (45) day period, Client shall be deemed to have accepted such change and the applicable SOW shall continue in full force and effect. Nothing in this Section shall require Service Provider to continue to provide any portion of the Services if this would result in Service Provider violating the rights of any third party or any applicable law.

4.2 Change Control Process. If Client wishes to make a change to any of the Services, or Service Provider wishes to make any changes to the Services that will impact the delivery or cost to Client of the Services (including the provision of any "New Services"), such party shall submit to the other party a Project Change Form (a/k/a "Change Order" or "Change Request" or "Order Form"), detailing the proposed change. No Project Change Form will take effect unless signed by both parties. The parties will negotiate the proposed change and the Project Change Form in good faith. Neither party shall have any obligation with respect to a change under this Section unless and until a Project Change Form has been executed and delivered. Neither party shall unreasonably withhold or delay its approval of a Project Change Form. "New Services" shall be defined as Services provided or to be provided by Service Provider to Client that: (i) are materially different from the Services or represent significant cumulative changes that are not caused by Service Provider (e.g. a new system or process introduced by Client) or are suggested by Service Provider and approved by the Client and that have a material effect on the existing Services, (ii) require materially different levels of effort, skill, resources or expense from the Service Provider, and (iii) for which there is no current charging methodology or price. The Parties shall adhere to the following change request procedures for any New Services, changes to existing Services, or where otherwise required by this Agreement.

4.3 Issue Management. Client shall provide all necessary information to and cooperate fully with Service Provider to facilitate the early identification and timely resolution of issues related to work under this Agreement and/or a SOW. When an issue cannot be resolved in a reasonable time, the parties will agree on an appropriate mechanism and procedure for escalating and resolving the issue. To the extent an identified issue is to be researched and/or a recommendation developed or reviewed by Service Provider personnel, appropriate mutually-agreed charges may apply to the time spent addressing the issue. The issue management process may also result in a change to the scope of the work as set forth in this Agreement.

5. Proprietary and Intellectual Property Rights.

5.1 The Parties acknowledge and agree that: (i) Service Provider and its suppliers shall retain all right, title, and interest in and to the Service Provider Offerings (including, without limitation, any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications thereto and copies thereof) and related documentation, and that ownership of all patent, copyright, trade secret, and other intellectual property rights embodied therein or pertaining thereto shall be and remain the sole property of Service Provider; and (ii) they acknowledge that all third parties assert their retention of all right, title, and interest in and to the Third Party Materials (including, without limitation, any releases, bug-fixes, workarounds, updates, upgrades, derivatives and/or modifications thereto and any copies thereof) and related documentation, and that ownership of all patent, copyright, trade secret, and other intellectual property rights therein shall be and remain the sole property of the relevant third party.

5.2 Development. Nothing in this Agreement shall preclude Service Provider from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, irrespective of their similarity to items which may be delivered to Client pursuant to this Agreement.

5.3 Trademarks. Both parties acknowledge that any symbols, trademarks, trade names, and service marks ("Trademarks") adopted by the other party or any third party belong to either the other party or the relevant third party, respectively, and that both parties shall have no rights in such Trademarks of the other party or any third party, except as approved by the relevant party or the relevant third party, as the case may be, in writing.

5.4 Ownership of Client Materials. All Client Materials are and shall remain the property of Client. Client hereby grants to Service Provider the right and license to reproduce, distribute, modify, perform, display and otherwise use the Client Materials in connection with providing the Service Provider Offerings, and for analytic, statistical, security, quality control, and similar purposes, including by using Client Materials in aggregate form (e.g., to analyze systems performance).

5.5 Restrictions on Use. Client will not: (i) make Service Provider Offerings or any Service Provider Confidential Information available to anyone who is not an Authorized User or any person that is located in an out-of-scope Client location, except as expressly permitted under this Agreement; (ii) copy any portion of the Service Provider Offerings or any Service Provider Confidential Information, except as expressly permitted under this Agreement; (iii) directly or indirectly, attempt to derive source code or other trade secrets from Service Provider; (iv) decompile, reverse-engineer, adapt, alter, create derivative works based on, modify, enhance, or translate the Service Provider Offerings or any Service Provider Confidential Information in whole or in part; (v) resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or

TTEC Confidential and Restricted © 2021 TTEC Holdings, Inc.

sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) the Service Provider Offerings, Service Provider Confidential Information, or any Third Party Materials to anyone (for use in its business operations or otherwise and other than to provide access to the foregoing to its Authorized Users as expressly permitted by this Agreement); (vi) infringe the Intellectual Property Rights of any entity; (vii) interfere with or disrupt the Service Provider systems used to host the Service Provider Offerings, other equipment or networks connected to the Service Provider Offerings, or disobey any requirements, procedures, policies or regulations of networks connected to the Service Provider Offerings made known to Client; (vii) obfuscate, remove, or alter any Service Provider or Service Provider licensor trademark, service mark, trade name, logo, patent or copyright notice, confidentiality or proprietary legend, or other notices or markings on the Service Provider Offerings; or (viii) use the Service Provider Offerings for any unlawful purpose or any purpose not expressly authorized in this Agreement or the applicable SOW Client shall take all necessary action (for example, disabling passwords) to ensure that any former employees and/or contractors do not access or use the Service Provider Offerings.

5.6 Third Party Software. Client hereby acknowledges that use of the Services described in this Agreement includes the use of Third Party Materials provided by third party licensors of Service Provider. Client's use of any such Third Party Materials in connection with the Services shall be governed by the terms and conditions and/or end user licensing agreement(s) ("Third Party Terms") for the corresponding Third Party Materials and a copy of, or weblink to, such Third Party Terms shall be included in the applicable SOW if required to be provided to Client. Service Provider may, from time to time at its sole discretion, update or revise such Third Party Terms as deemed appropriate or required by the third party licensors of Service Provider. Any such update or revision to the Third Party Terms shall be effective immediately upon notification of such changes to Client or upon posting of the changes to the applicable website containing such Third Party Terms. By continuing to use or receive the Services after the effective date of any such update or revision, Client agrees to be bound by the updated or revised Third Party Terms. In the event that provides the Services to any Authorized Users, Client must ensure that each such Authorized End User strictly complies with the terms set forth in the Third Party Terms. Client is responsible for use of the Services, including the use of any Third Party Materials utilized in connection with the Services, by any Authorized Users to the same extent as if Client was using the Services itself. Without limiting any Third Party Terms, Client further acknowledges and agrees that it will not, and will not allow any Authorized User or other third party to: (a)resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) any Third Party Materials to anyone (for use in its business operations or otherwise and other than to provide access to such Third Party Materials to its Authorized Users as expressly permitted by this Agreement); (b) incorporate any Third Party Materials into any of Client's products or services; (c) reverse engineer, decompile, disassemble, decipher, decrypt, or otherwise seek to discover or obtain the source code to Third Party Materials; (d) modify, adapt or create derivative works of any Third Party Materials; (e) remove or obscure any proprietary or other notices of any third party licensors contained in any Third Party Materials (including any information or data generated by the Third Party Materials); (f) publicly disseminate information regarding the performance of the Third Party Materials; (g) use the name, trademarks or logos of the third party licensors of the Third Party Materials; or (h) commit any act or omission with respect to the Third Party Materials that could result in damage to Service Provider or its third party's licensors' reputations.

6. Confidentiality.

6.1. In the course of the Services, either party may provide certain of its Confidential Information to the other. "Confidential Information" shall mean any information or data that is disclosed by or on behalf of a party (in such capacity, the "Disclosing Party") to the other party (in such capacity the "Receiving Party") under or in contemplation of this Agreement or otherwise in connection with the Services and that (a) if in tangible form or other media that can be converted to readable form, is marked confidential when disclosed, (b) if intangible, is clearly identified as confidential when disclosed or (c) whether tangible or intangible, concerns the Disclosing Party's past or present vendors, Clients, business partners, plans, strategies, financial condition, software, product and service offerings, methodologies, models, architectures, or other proprietary technology or intellectual property or should otherwise be reasonably understood to be confidential or proprietary to the Disclosing Party given the nature of the information and the context in which it was disclosed.

6.2. Confidential Information shall not include : (i) information that was known to Receiving Party prior to receipt as demonstrated in written records; (ii) information that, at the time of disclosure to Receiving Party, was generally available to the public, or which after disclosure becomes generally available to the public, through no fault of Receiving Party; (iii) information that is hereafter made available to Receiving Party from any third party having a right to do so on a non-confidential basis; or (iv) information that is required by law, regulation, subpoena, government order or judicial order to be disclosed, provided receiving Party promptly notifies the Disclosing Party upon such request for disclosure.

6.3. Compelled Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party to the extent Receiving Party is required to disclose such Confidential Information by court order or other legal or administrative process, provided that the Receiving Party shall (i) give the Disclosing Party timely notice (if permitted by law) prior to disclosing such Confidential Information, (ii) provide assistance as reasonably necessary for the Disclosing Party to seek a protective order or similar remedy to avoid or limit disclosure of the applicable Confidential Information, and (iii) in the event a protective order or such similar remedy is not obtained, disclose only that portion of the Confidential Information that its counsel advises it is legally required to disclose and use commercially reasonable efforts to obtain confidential treatment for that information.

6.4. Treatment of Confidential Information. Each Receiving Party shall hold the Disclosing Party's Confidential Information in strictest confidence and exercise at least the same standard of care to prevent the disclosure of such Confidential Information as it exercises to prevent the disclosure of its own Confidential Information, but no less than a reasonable standard of care.

6.5. The Receiving Party shall not: (i) make any use or copies of the Confidential Information of the Disclosing Party except as contemplated by this Agreement, (ii) acquire any right in or assert any lien against the Confidential Information of the Disclosing Party, (iii) sell, assign, lease, or otherwise dispose of any Confidential Information of the Disclosing Party to third parties, (iv) commercially exploit such information, including through derivative works, (v) reverse engineer, decompile or disassemble any Confidential Information, or (vi) refuse for any reason (including a default or material breach of this Agreement by the Disclosing Party) to return promptly to the Disclosing Party the Confidential Information of Disclosing Party if requested to do so.

6.6. Upon expiration or termination of this Agreement, the party shall return or destroy, as the Disclosing Party may direct, all documentation in any medium that contains, refers to, or relates to the Disclosing Party's Confidential Information and may retain one copy for archival purposes. In addition, the party shall take all reasonable steps to make sure that its employees comply with these confidentiality provisions.

6.7. Confidentiality Period. The obligations imposed under this Section will remain in effect with respect to specific Confidential Information for a period of three (3) years from the date of disclosure of such Confidential Information with respect to Confidential Information that does not qualify as a trade secret under applicable law and, with respect to trade secrets, for so long as such Confidential Information remains a trade secret.

6.8. Data Privacy. For the purpose of this Agreement "Data Subjects" shall mean identified or identifiable persons to whom Personal Data relates. For the purpose of this Agreement "Personal Data" shall mean any information relating to an identified or identifiable person. For the purpose of this Agreement "Data Protection Laws" shall mean any applicable law or regulation concerning data protection that governs the processing of Personal Data under this Agreement. Client represents and covenants that Client or Client's customers (as the case may be) has been (and shall be in the future) provided with any and all notices to and received any and all consents from Data Subjects to allow Service Provider to perform the Services without violating the Data Protection Laws. Client agrees to indemnify and keep indemnified and defend at its own expense Service Provider against all costs, claims, damages or expenses incurred by

TTEC Confidential and Restricted © 2021 TTEC Holdings, Inc.

Service Provider or for which Service Provider may become liable due to any failure of Client to comply with any of its obligations under Data Protection Laws (including, but not limited to, providing applicable notices to Client's customers).

7. Warranties and Disclaimers.

7.1. Limited Warranty. Service Provider warrants that it will use commercially reasonable efforts to provide the Services in a competent and workmanlike manner in accordance with applicable industry standards. The warranty shall not apply: (i) if the Services are not used in accordance with this Agreement and any Documentation; (ii) if the defect is caused by any Third Party Materials not provided by Service Provider as part of the Services; or (iii) if the defect is caused by any Client Materials. Notwithstanding anything else in this Agreement to the contrary, all equipment provided by Service Provider for Client to use to access the Services is provided "AS IS" without warranty of any kind.

7.2. If the Services do not conform to the foregoing warranty, and Client provides notice of such defect within 30 days after the performance of the relevant Services, then Service Provider will use commercially reasonable efforts to re-perform the relevant Services in a materially conforming manner. If Service Provider is unable to re-perform the relevant Services in a materially conforming manner, Service Provider will provide Client with a refund of the fees paid by Client for the relevant, materially non-conforming Services. The foregoing states Client's exclusive remedy and Service Provider's entire liability in the event of a non-conformity with the warranty provided in this Section.

7.3. THE WARRANTIES IN THIS SECTION ARE EXCLUSIVE AND EXPRESSLY DISCLAIMED ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR USE OR PURPOSE, OR ANY WARRANTIES THAT THE SERVICE PROVIDER OFFERINGS OR WORK PRODUCT WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTION; OR THAT THE SERVICE PROVIDER OFFERINGS OR WORK PRODUCT WILL PROVIDE ANY SPECIFIC RESULTS OR MEET THE REQUIREMENTS OF CLIENT.

7.4. Disclaimer of Actions Caused by and/or Under the Control of Third Parties. SERVICE PROVIDER DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM SERVICE PROVIDER'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES (SUCH AS NETWORK CARRIERS). AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CLIENT'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, SERVICE PROVIDER DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. CLIENT IS SOLELY RESPONSIBLE FOR THE CONNECTION TO THE SERVICES, INCLUDING THE INTERNET CONNECTION.

7.5. Toll Fraud. Service Provider does not warrant that Products or Service Provider Offerings will prevent Toll Fraud. Prevention of Toll Fraud is the responsibility of Client. The term "Toll Fraud" refers to the unauthorized use of telecommunications services or facilities accessed through or connected to the Products.

7.6. Warranties and Obligations of Client. Client represents and warrants that: (i) it has the legal right and authority, and will continue to own or maintain the legal right and authority, during the Term of this Agreement, to provide any Client Materials as contemplated under this Agreement and combine them with the Service Provider Materials necessary for Service Provider to provide the Service Provider Offerings; (ii) the Client Materials are free of all viruses, Trojan horses, and comparable elements which could harm the systems or software used by Service Provider to provide the Service Provider Offerings; and (iii) the performance of its obligations and use of the Service Provider Offerings will not violate any applicable laws, regulations or any provision of this Agreement. Client further represents and warrants that it shall use the Service Provider Offerings, Service Provider Confidential Information and Third Party Materials solely for its own internal purposes and that it shall not resell, assign, rent, give, transfer, pass title to, lease, copy, provide access to or sublicense (including without limitation on a timeshare, subscription service, hosted service or outsourced basis) the Service Provider Offerings, Service Provider Confidential Information or any Third Party Materials to anyone (for use in its business operations or otherwise and other than to provide access to the foregoing to its Authorized Users as expressly permitted by this Agreement).

8. Indemnification.

8.1. Mutual Indemnification. Each Party, at its expense shall, to the extent it is liable, defend, indemnify and hold harmless the other Party from and against any third party claims for: (i) fraud, (ii) willful misconduct, (iii) gross negligence, (iv) death, (v) bodily injury, (vi) damage to real property, or (vii) damage to tangible personal property.

8.2. Service Provider Indemnification. Service Provider shall, at its expense, and to the extent it is liable, defend Client from and against any third party claim that Client's use of the Services, in accordance with the terms and conditions of this Agreement, infringes a United States trade secret, patent or copyright (in each case existing on the date of this Agreement).

8.3. Exclusions. Service Provider and its affiliates will have no liability, and Client shall indemnify and defend Service Provider, for any claim of infringement or misappropriation to the extent based on: (i) Client's misuse or modification of such Services or use of such Services other than as directed or approved by Service Provider; (ii) Client's failure to use corrections or enhancements made available by Service Provider; (iii) Client's use of such Services in combination with any service, product or information not owned or developed, or approved for use in combination with such Services, by Service Provider; (iv) information, direction, specification or materials provided by Client or any third party; or (v) any breach of any of the terms of this Agreement or any negligence, willful or fraudulent act or omission of or by the Client, its officers or employees, agents or contractors. Nothing contained herein shall be deemed to obligate Service Provider to indemnify Client for any infringement caused by any Third Party Materials.

8.4. Alternatives. If any portion of the Services are held to, or Service Provider believes it is likely to be held to, constitute such an infringement, Service Provider will have the right at its sole option and expense, to: (i) substitute or modify the Services so that it is non-infringing; or (ii) obtain for Client a license to continue using the Services; and (iii) if (i) and (ii) are not reasonably practicable, terminate the applicable SOW as to the infringing portion of the Services and refund to Client a pro rata portion of any unused pre-paid fees paid by Client with respect to the infringing portion of the Services. The remedies stated in this Section constitute Client's sole and exclusive remedies and the entire liability of Service Provider Parties with respect to infringement.

8.5. Client Indemnification. Client shall indemnify and defend, at its expense, any claim or action brought against Service Provider or its affiliates that (a) alleges that Client Materials, as provided by Client to Service Provider under this Agreement and used within the scope of this Agreement, infringes any copyright, trade secret, patent or other proprietary right, or (b) arises out of personal injury or death caused by the negligence or willful misconduct of Client, (c) arises out of Client's violation of any applicable laws, or (d) arises out of any violation of or failure to comply with Section 5 (Proprietary and Intellectual Property Rights) (including, without limitation, for any breach or misuse by Client or any Authorized User of the Third Party Materials); and Client shall pay all final judgment awards against Service Provider or its affiliates or settlement costs in connection with such claim or action.

8.6. Conditions to Indemnification. The application of the foregoing indemnities is conditional upon the party seeking indemnification: (i) notifying the other in writing of a claim or suit promptly (provided that any delay in such notice will relieve the indemnifying party from its obligations solely to the extent it is prejudiced thereby); (ii) providing reasonable cooperation (at the indemnifying party's expense); (iii) granting the indemnifying party full authority to defend or settle the claim or suit, provided that the indemnified party shall be entitled to participate, at its own expense, in the defense of the claim or suit on a monitoring, non-controlling basis, and the indemnifying party shall not acquiesce in any judgment or enter into any settlement without the prior written consent of the indemnified party if such judgment or settlement admits fault or creates an obligation or liability on the part of, or does not include an unconditional release of, the indemnified party; and (iv) not making any settlement in respect of the claim or taking any action which may prejudice the indemnifying party's defense of the claim.

TTEC Confidential and Restricted © 2021 TTEC Holdings, Inc.

8.7. Co-Liability. If both the indemnified party and the indemnifying party are negligent or otherwise at fault or strictly liable without fault, then the obligations of indemnification under this Section shall continue, but the indemnifying party shall indemnify the indemnified party only for the percentage of responsibility for the damage or injuries attributable to the indemnifying party.

8.8. The cumulative liability under this Article 8 shall not exceed two (2) times the Services fees paid or payable by Client to Service Provider pursuant to the terms of this Agreement during the previous 12 months under an applicable SOW.

9. Limitation of Liability.

9.1. Neither party nor its affiliates, officers, employees, and agents, licensors and suppliers, shall have any liability to the other party whether in contract, tort (including, without limitation, negligence) or otherwise for consequential, exemplary, incidental, indirect or punitive loss, damage, expenses or for loss of business, data, revenue, profits, or use, even if it has been advised of the possibility of such damages or if they are foreseeable.

9.2. In no event shall the cumulative amount of Service Provider's liability (whether in contract, tort, negligence, strict liability in tort or by statute or otherwise) to Client or to any third party concerning performance or non-performance of the Services or supply or non-supply of any work product or Service Provider Materials, or sale of any Product, or in any manner related to this Agreement, for any and all claims shall not, as applicable: (i) exceed the Services fees paid or payable by Client to Service Provider pursuant to the terms of this Agreement during the previous 12 months under an applicable SOW; (ii) if Service Provider is providing strategic consulting services, be in excess of the fees paid or payable under an applicable SOW; or (iii) if Service Provider is providing product (as defined in Attachment A) to Client, be in excess of the net purchase price of the specific product giving rise to a claim.

9.3. Service Provider's liability for any failure to achieve service levels / performance objectives shall be limited to those credits, as applicable, set forth in the applicable SOW.

9.4. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and Service Provider's compensation hereunder reflects such allocations. The limitations on liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of any lawsuit or claim a party may bring, whether in tort, contract or otherwise, and regardless of whether any limited remedy provided in this Agreement fails of its essential purpose.

10. Term and Termination.

10.1. Term. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of five (5) years ("Initial Term"). Upon completion of the Initial Term, the Agreement shall automatically renew for consecutive five (5) year terms (each a "Renewal Term"), unless either party gives written notice of its intent not to renew at least sixty (60) days prior to the then current term. For purposes of this Agreement, Initial Term and Renewal Term may collectively be referred to as "Term".

10.2. Termination for Breach. In addition to any other rights or remedies available to the non-breaching party at law or in equity, either party may terminate this Agreement or any SOW upon written notice to the other in the event the other party materially breaches this Agreement or the applicable SOW and fails to cure such breach within thirty (30) days of receiving written notice of such breach.

10.3. Termination for Insolvency. Either party may demand assurances or may terminate this Agreement or a SOW by written notice to the other party as follows: (i) upon the discovery, upon information and belief, that the other party has become insolvent (ii) the institution by or against the other party of receivership, or bankruptcy proceedings, or any other proceedings for the settlement of such party's debts; or (iii) upon the other party making an assignment for the benefit of creditors.

10.4. Duties upon Termination. In the event of any termination or non-renewal pursuant to this Section, Client shall pay Service Provider for all Services rendered, Products ordered and expenses incurred by Service Provider up to the effective date of termination and each party shall promptly, upon written request, return to the other Confidential Information of the other held by each for the purposes of and in connection with this Agreement.

11. General Provisions.

11.1. Disputes and Mediation. Upon the occurrence of any dispute, controversy or claim arising under or in connection with this Agreement (including disputes as to the creation, validity, interpretation, breach or termination of this Agreement) that have not been resolved despite diligent good faith efforts by the day-to-day account managers of the Parties (a "Dispute"), each of the Parties will appoint a designated senior executive who is not involved in the general operation of the Services related to the Dispute and whose task it will be to meet for the purpose of endeavoring to resolve the Dispute. The designated executives will initially meet within ten (10) days of the commencement of the Dispute and then shall diligently meet thereafter as often as necessary to negotiate in good faith a resolution of the Dispute. All proposals, discussion and information exchanged during this informal process will be considered settlement discussions and proposals and will be inadmissible in any subsequent proceedings (legal, administrative, or otherwise). If no settlement is reached in the informal dispute discussions, either party may, if it reasonably determines that the informal dispute process was unsuccessful, give notice to the other party that it wishes to pursue non-binding mediation and designate either JAMS (or a similar organization) as mediators. Neither party may unreasonably withhold, condition or delay consent to the selection of mediator. The parties agree to pay their own costs and to equally share the cost of mediation services. The parties agree to be represented at the mediation meeting by individuals with full decision-making authority regarding the Dispute. Notwithstanding he above, nothing in this Section will prevent either party from resorting to judicial proceedings if interim relief from a court is necessary to prevent serious or irreparable injury to one party or to others, or a complaint must be filed prior to the running of the applicable statute of limitations.

11.2. Choice of Law / Venue.

11.2.1. Choice of Law / Venue. This Agreement shall be governed in all respects by the following governing laws without regard to any conflicts of law principles, decisional law, or statutory provision that would require or permit the application of another jurisdictions' substantive law

11.2.2. If the applicable Service Provider entity is incorporated in the United States, then the laws of the State of New York shall govern;

11.2.3. If the applicable Service Provider entity is incorporated in Canada, then the laws of the Province of Ontario shall govern;

11.2.4. If the applicable Service Provider entity is incorporated in Mexico, then the laws of Mexico shall govern;

11.2.5. If the applicable Service Provider entity is incorporated in Brazil, then the laws of the Brazil shall govern;

11.2.6. If the applicable Service Provider entity is incorporated in the United Kingdom, then the laws of England and Wales shall govern;

11.2.7. If the applicable Service Provider entity is incorporated in the European Union, then the laws of the Netherlands shall govern;

11.2.8. If the applicable Service Provider entity is incorporated in Australia, then the laws of the State of New South Wales shall govern; or

11.2.9. If the applicable Service Provider entity is incorporated in the Philippines, then the laws of the Philippines shall govern.

The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

TTEC Confidential and Restricted © 2021 TTEC Holdings, Inc.

Notwithstanding anything in this Agreement to the contrary, Service Provider may seek injunctive or other equitable relief in any court of competent jurisdiction to protect any actual or threatened: (i) misappropriation or infringement of its Intellectual Property Rights or those of its licensors or (ii) breach of Service Provider's confidentiality rights, and Client hereby submits to the exclusive jurisdiction of such courts and waives any objection on the basis of improper venue, inconvenience of the forum or any other grounds. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorney's fees. Except for actions for nonpayment, breach of confidentiality, or breach of Service Provider's or Third Party proprietary rights, no action, regardless of form, arising out of this Agreement may be brought by either party more than 3 years after the cause of action has accrued.

11.3. WAIVER OF JURY TRIAL. IF THE PARTIES CHOICE OF LAW IS A COMMON LAW JURISDICTION, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT, INCLUDING ANY LITIGATION REGARDING THE ENFORCEMENT OF THIS AGREEMENT OR ANY SOW OR ANY RELATED AGREEME

11.4. Publicity. Service Provider shall have the right to include in its marketing materials: (i) the type of Services provided to Client; and (ii) to display Client's name and logo. Service Provider shall not indicate Client's endorsement of the Services without Client's prior written consent. In addition, Client agrees, from time to time, to act as a reference for Service Provider related to the Services provided under this Agreement.

11.5. Relationship of the Parties. This Agreement does not constitute a partnership, franchise, joint venture, agency or employment relationship. Each party is an independent contractor and as such, does not have any authority to bind or commit the other.

11.6. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given the first business day after being delivered by an internationally -recognized overnight courier delivery service to the other party to the addresses set forth below, or to such other address or individual as the parties may specify from time to time by written notice to the other party. All notices shall be sent to the Parties' addresses as stated on the signature page.

11.7. Maintenance Services. If Service Provider's premise based maintenance services and/or Manufacturer's pass-through maintenance services are purchased by Client under this Agreement, for the first renewal term Client shall have the right to renew any or all of the above maintenance services for the same term and for the same fees, subject to: (i) a change in fees due to a change in the scope of the above maintenance services provided; and/or (ii) an increase in the fees equivalent to the increase in the United States Consumer Price Index from the first month to the final month of the initial term; and/or (iii) an increase in the fees equivalent to the increase in the Manufacturer's and/or supplier's prices to Service Provider by more than the increase in the United States Consumer Price Index from the first month to the final month of the initial term. For each renewal term thereafter, Client shall pay Service Provider's then-applicable renewal fees for such maintenance services.

11.8. Employee Non-Solicit During the period beginning with the Effective Date and ending one (1) year after all Services have been performed, neither party will (directly or indirectly), without the written consent of the other party, solicit, entice or offer employment or engage as a consultant any employee of the other who was substantially involved in providing, receiving, or evaluating Services. The foregoing shall not apply to non-targeted solicitations contained in periodicals, on web sites or in other media of general communication or to the extent that any such employee has ceased to be employed by a Party for at least one (1) year prior to being solicited.

11.9. PCI Compliance and SSAE 18 Audits**.** Service Provider acknowledges and agrees that if it performs certain Services for Client that include access to Client customer credit cardholder information, Service Provider will be required to be compliant with the Payment Card Industry Data Security Standard ("PCI Compliance"). If PCI Compliance is so required, Service Provider will, at its sole cost and expense: (a) conduct or have conducted the audits required for PCI Data Security Standard certification; (b) obtain PCI Compliance certification prior to storing, processing or transmitting cardholder information, and (c) take all actions required for Service Provider to maintain PCI compliance during the Term of this Agreement and for any period of time after the Term of this Agreement that Service Provider stores, processes or transmits such cardholder information. In addition, Service Provider agrees to undergo an annual SSAE 18/SOC 1, Type 2 test by a reputable third party on all of its data centers that store, handle or transmit Client data, at Service Provider's expense. Service Provider shall ensure continued certification of its data centers to the SSAE 18/SOC 1, Type 2 test throughout the Term. Upon request from Client, Service Provider shall evidence its compliance herewith by providing to Client, at no charge, copies of their current, annual SSAE 18/SOC 1, Type 2 report conducted within a 12-month period.

11.10. Force Majeure Neither party shall be liable for any delay or failure in performing its obligations under this Agreement, or for any loss or damage resulting therefrom, due to causes beyond its control, including, but not limited to, acts of God, the public enemy, major equipment failures, cyber-attacks, inability to obtain materials or services, failures of telecommunications / internet providers, riots, strikes, civil commotion, fires, pestilence, natural catastrophes, epidemics, fluctuations or non-availability of electrical power, or government demands/requirements. In the event of such failure or delay, the date of delivery or performance shall be extended for a period not to exceed the duration of the failure or delay; provided, that the party affected by such delay is using commercially reasonable efforts to mitigate or eliminate the cause of such delay or its effects. Each party shall notify the other in writing promptly of any failure or delay in, and the effect on, its performance.

11.11. Hazardous Materials / Hazardous Conditions. Client is responsible for notifying Service Provider of the presence of any hazardous materials and/or hazardous conditions on Client's premises prior to the commencement of any Services by Service Provider. Client shall be responsible for the removal of any such hazardous materials and/or correction of any hazardous conditions that affects Service Provider's performance of Services. Service Provider's Services will be delayed until Client removes or corrects such hazardous materials/hazardous conditions and Service Provider shall not be liable in any way as a result of said delays.

11.12. Integration / Merger. This Agreement, including all SOWs/Order Forms executed pursuant to this Agreement, contains the entire agreement between the parties and supersede all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter of this Agreement.

11.13. Headings. Section headings are for convenience only and are not a part hereof.

11.14. Order of Precedence. In the event of a conflict between any term of this Agreement, a SOW or an Order Form, the following order of precedence shall apply: (i) Agreement; (ii) SOW, and (ii) Order Form.

11.15. Client Purchase Orders. The terms and conditions of any purchase order, acknowledgment or other similar form issued by Client is intended solely for administrative convenience and no term or condition therein shall alter, amend or affect any provision of this Agreement even if signed by either or both parties.

11.16. Amendment. This Agreement, including any SOWs and Attachments, may not be modified or amended except in writing signed by a duly authorized representative of the Party to be charged.

11.17. Non-Waiver. Neither party shall be deemed to have waived any provision hereof, or any right hereunder, unless such waiver is in a writing executed by a duly authorized representative of such party. No waiver by either party of any provision hereof or right hereunder shall constitute a subsequent waiver of such provision or such right, or a waiver of any other provision or right.

11.18. No Third Party Beneficiaries. Neither this Agreement nor the provision of the Services shall be construed to create any duty or obligation on the part of Service Provider to any third parties. This Agreement does not provide any third party with any right, privilege, remedy, claim or cause of action against Service Provider, its affiliates,

TTEC Confidential and Restricted © 2021 TTEC Holdings, Inc.

officers, employees, agents, and contractors.

11.19. Assignment. This Agreement may not be assigned be either party without the prior approval of the other, except that no such approval shall be required for assignment in the event of a transfer in a (i) transaction involving a change in control of a party hereto or (ii) sale or other disposition of all or substantially all of the assets of the business or operations of a party hereto directly related to this Agreement. Service Provider may also assign this Agreement to an affiliated company without Client's prior written approval. This Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and permitted assigns. Notwithstanding, Service Provider may delegate or subcontract the performance of all or any portion of the Services, without prior written consent from the Client to either Service Provider subsidiaries or affiliates or to Service Provider's standard subcontractors; provided however that Service Provider will not, as a result of any subcontracting arrangement, be relieved of any of its obligations under this Agreement and shall continue to be responsible for any subcontractor acts or omissions. Service Provider may provide the Services through any of its "Related Entities", each of which shall be referred to as "Service Provider" for purposes of the Services that it provides under this Agreement. "Related Entity" as used in this Agreement, shall mean any corporation, partnership, LLC or other entity which Service Provider or Service Provider's holding company controls or which controls Service Provider. For purposes of this paragraph, "control" shall mean an ownership interest in excess of 50%.

11.20. Required Filings Either Party may make disclosures or filings required to comply with applicable laws, including filings with regulatory agencies, such as the United States Securities and Exchange Commission, or disclosures or filings required to comply with the rules of a national securities exchange or automated quotations systems such as the National Association of Securities Dealer's Automated Quotations (NASDAQ); and either Party may include the other Party's name and a mutually agreed factual description of the work performed under this Agreement in employee communications, in its list of references, in the experience segment of proposals to third parties, in internal business planning documents, in its or its Affiliates' annual report to stockholders, and whenever required by reason of legal, accounting, or regulatory requirements.

11.21. Sales of Hardware, Software, Software Subscription Services and/or Pass-Through Maintenance Services. The parties agree that the terms and conditions for the sale of hardware, software, software subscription services and/or pass-through maintenance services shall be noted in Attachment A to this Agreement and said Attachment A is fully incorporated into this Agreement.

11.22. Insurance. During the term of the Agreement the parties shall each maintain appropriate professional indemnity, liability, employers' liability and other common customary risk insurance with a reputable insurance company.

11.23. Delay. Service Provider shall not be liable for any delay or failure in performance due to or arising in connection with: (i) any instructions of Client or any information provided by Client or its agents to Service Provider, (ii) any act or omission of Client or any third party supplier of Client, (iii) any breach by Client of any of its obligations hereunder, or (iv) the inaccuracy or non-occurrence of any assumption stated in any SOW. Client shall be responsible for the amount of any increased costs incurred by the Service Provider as a result thereof and any impacted deadlines / milestones will be automatically extended by an amount of time reasonably required to compensate for such delay. Service Provider will provide Client with reasonable prior written notice of any such delay or failure and will provide documentation of costs incurred.

11.24. Compliance with Laws and Regulations. Each of the Parties will perform its obligations under this Agreement and any applicable SOW in compliance with all applicable and enforceable laws, ordinances and regulations and will obtain and maintain in full force and effect, any permits, licenses, consents, approvals and authorizations necessary for the performance of its obligations hereunder. Client shall provide Service Provider with all necessary legal and regulatory compliance guidelines, if applicable, to be used by Service Provider in the performance of the Services, including, but not limited to, any updates or other developments affecting such compliance guidelines. The Parties shall effectuate processes to administer and validate such compliance, if applicable. Subject to the terms and conditions of the applicable SOW, Service Provider shall take reasonable steps to perform the Services in a manner that enables Client to remain in compliance with applicable laws and regulations.

11.25. Survival. Each party's obligations under this Agreement, which by their nature would continue beyond the termination, cancellation or expiration of this Agreement (including, without limitation, any obligation to indemnify the other party hereunder and the provisions relating to payment, limitations of liability, confidentiality, intellectual property, taxes, audit, dispute resolution, choice of law, venue and waiver of jury trial) shall survive termination or expiration of this Agreement.

11.26. Counterparts and Authority. This Agreement may be signed in multiple counterparts, each of which will be considered an original, and all of which will be considered one and the same document. This Agreement may be executed by facsimile or electronic (whether digital or encrypted) signature. Each Party represents and warrants on its own behalf that the individual signing this Agreement on its behalf is fully authorized to sign on behalf of and bind it, and that it has the power and authority to enter into it.

CLIENT

Enter Client Name
Full Corporate Name

Address: Enter Address Line 1
Enter Address Line 2
Enter Address Line 3

_____
Signed

By: _____

Title: _____

SERVICE PROVIDER

Avtex Solutions,LLC

_____
Signed

By: _____

Title: _____

Date: _____
(To be filled in by the last signatory)

TTEC Confidential and Restricted © 2021 TTEC Holdings, Inc.

ATTACHMENT A

Sales of Hardware, Software, Software Subscription Services and/or Pass-Through Maintenance Services.

1. Client desires that, from time to time, Service Provider order hardware, software, software subscription services, pass-through cloud services and/or pass-through maintenance services (the "Products") from various third party manufacturers (including, but not limited to, various Products from Cisco Systems, Inc., Calabrio, Inc., Verint Americas Inc., inContact, Inc.; NICE Ltd.; and Nuance Communications, Inc.) (the "Manufacturer") on its behalf. Accordingly, the parties agree that the following terms and conditions shall solely apply for the sale of Products:

2. Bill of Materials and Orders. Upon Client's request, Service Provider may provide Client with a Bill of Materials ("BOM") noting Product quantities and pricing which is valid for 30 days from issuance. This BOM is not an offer. If the BOM is acceptable to Client, Client may issue an order (such as the issuance of a purchase order) to Service Provider ("Order"), referencing the BOM and this Agreement, which Service Provider may accept or reject in its sole discretion. Once issued by Client, any Order will be non-cancelable without the prior written consent of Service Provider. The terms and conditions of any Order, acknowledgment or other similar form issued by Client is intended solely for administrative convenience and no term or condition therein shall alter, amend or affect any provision of this Agreement even if signed by either or both parties. An omission of reference to this Agreement in the Order will not affect the application of this Agreement to such Order.

3. Products. Client acknowledges and agrees: (i) they have received, accepted and agreed to be bound by the Manufacturer's End User License Agreement (the "EULA"), and (ii) they have received, accepted and agreed to be bound by the Manufacturer's applicable terms and conditions for the software subscription services, hardware and/or pass-through maintenance services purchased by Client (the "Manufacturer Terms"), and (iii) that Service Provider is not a party and is not a third party beneficiary of the EULA or the Manufacturer Terms. Client further agrees that: (i) for Manufacturer shipped Products, to Manufacturer's then-current Product shipment policies (including such Manufacturer's policies covering any risk of loss and transfer of title); and (ii) for Service Provider shipped products shipping cost, transfer of title and risk of loss shall be FOB Origin. If, after three (3) attempts to deliver and/or install the Products at the location specified by Client, Client is unable or unwilling to accept delivery and/or installation, Service Provider may, at its option, cancel the applicable order and invoice Client (and Client shall pay for): (i) the full purchase price for the ordered Products; (ii) any applicable configuration/installation fees; and (iii) any applicable cancellation charges. Upon payment in full of such full purchase price, Service Provider shall deliver any purchased Products to Client in the form and condition in which such Products exist at the time of cancelation.

4. PRODUCT WARRANTIES. CLIENT ACKNOWLEDGES THAT SERVICE PROVIDER IS NOT THE MANUFACTURER OF ANY OF THE PRODUCTS AND ANY PRODUCT WARRANTIES ARE PROVIDED SOLELY BY THE MANUFACTURER, AND SERVICE PROVIDER MAKES NO WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, TITLE, INFRINGEMENT, THE MERCHANTABILITY OF THE PRODUCTS OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES THAT MIGHT ARISE THROUGH USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE. SERVICE PROVIDER SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD HARMLESS CLIENT FROM OR AGAINST ANY DAMAGES OR COSTS INCURRED BY CLIENT ARISING FROM THE INFRINGEMENT OF PATENTS OR TRADEMARKS OR THE VIOLATION OF COPYRIGHTS BY PRODUCTS. FURTHERMORE, NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS EXPANDING OR ADDING TO ANY WARRANTY IN ANY MANUFACTURER LICENSE AGREEMENT.

5. Manufacturer Confidential Information. Client hereby acknowledges that Client may access or receive information hereunder relating to the Products and to Manufacturer which is of a confidential and proprietary nature ("Manufacturer Confidential Information"). Such Manufacturer Confidential Information may include, but is not limited to, trade secrets, know how, invention techniques, processes, programs, schematics, Manufacturer software source documents, data, financial information, and sales and marketing plans. Although copyrighted, the Products (including any updates) are unpublished and contain proprietary information of Manufacturer and its suppliers, and therefore shall be deemed to be Manufacturer Confidential Information notwithstanding any failure to mark it so. Client shall at all times: (i) keep in trust and confidence all such Manufacturer Confidential Information, (ii) protect the confidentiality of such Manufacturer Confidential Information with the same degree of care which it uses to protect its own confidential information; provided, however, that it shall use at least reasonable care, and (iii) not use such Manufacturer Confidential Information in any way for its own account or the account of any third party other than as authorized under this Agreement. Client shall also not disclose any such Manufacturer Confidential Information without Service Provider's and Manufacturer's written consent. Client further agrees to immediately return to Service Provider all Manufacturer Confidential Information (including copies thereof) in Client's possession, custody, or control upon termination of this Agreement at any time and for any reason. Client will indemnify Service Provider and Manufacturer for unauthorized disclosures of Manufacturer Confidential Information by Client, its agents and representatives.

6. Trademarks. Client acknowledges that any symbols, trademarks, trade names, and service marks ("Trademarks") adopted by a Manufacturer to identify the Products, belong to Manufacturer, respectively, and that Client shall have no rights in such Trademarks, except as approved by Manufacturer, as the case may be, in writing.

7. Export / Use / Resale. Unless otherwise agreed to in writing, Service Provider will not deliver Products outside of the United States of America. Client also specifically acknowledges and agrees that Service Provider shall have no responsibility whatsoever with respect to customs and export and import requirements of any country into which any Products will be imported following delivery of such Products by Service Provider to Client. Client also certifies that the Products provided hereunder are for commercial use and are not primarily for personal, family or household use. Client certifies that the Products acquired hereunder are intended for Client's use in the ordinary course of Client's business and not for the purpose of resale. Client agrees that Client may not re-sell or assign any Products without the prior written consent of Service Provider. Any such transfer or assignment shall require such transferee to execute a written instrument in form and substance acceptable to Service Provider whereby such transferee agrees to abide by the terms and conditions of this Agreement and the terms and conditions of the aforementioned end user license agreement, if applicable.

TTEC Confidential and Restricted © 2021 TTEC Holdings, Inc.

TERMS OF SERVICE / PRIVACY / COPPA POLICY

These Terms of Use (“Terms”) are a legal contract between You and BringChange PBC (TrustCircle) "Us", "Our" or “We" or “Company”; collectively, "Everyone") and govern Your use of all the text, data, information, software, graphics, photographs and more (all of which We refer to as “Materials”) that We and Our affiliates may make available to You, as well as any services, including cloud based Social Emotional Learning Platform (“Services”) We may provide through any of Our websites (all of which are referred to in these Terms as this “Website”).

At TrustCircle, we offer:

- Cloud-based, white-labelled unique Social Emotional Learning platform for each partner organization
- Emotional Resilience and Self-Reflection tools
- AI-driven Wellbeing Insights and more

each as applicable (collectively, the “Services”).

Children’s Online Privacy Protection Act (“COPPA”)

Under COPPA, we are required to obtain consent to the collection of personal information online from children under 13. When organizations, institutions, schools use our Services, You are required to consent to the collection and use of personal information from parents or caregivers of children under 13 as part of signing up to use the Services. When parents or caregivers use the Services independent of the organization/ school, they are required to provide consent to the collection and use of personal information from children as part of the Services.

Your Consent

By using our Services, you agree that your personal information and aggregate or other non-personally identifying information as applicable, will be handled as described in this Policy. Any personal information we collect about a “student” or “students” including a “child” or “children under 13 years old will be treated in accordance with the company FERPA & COPPA Policy and our Terms of Use.

Use of the Services by you, and any dispute over privacy, is subject to this Policy, the FERPA & COPPA Policy, and our Terms of Service policy including its applicable limitations on damages and resolution of disputes. The Terms of Service are incorporated by reference into this Privacy Policy.

Except as set forth in this Privacy Policy, your personal information will NOT be used for any other purpose without your consent. We DO NOT collect personal information through the Services for the purpose of selling such information. You may withdraw your consent to our processing of your personal information at any time. However, withdrawing consent may result in your inability to continue using some or all of the Services.

Information We Collect About Your Children/ Students

Personal information of your students or child may be collected directly from you or your students or child, from third parties such as Google, and automatically through your student’s or child’s use of the Services. Such information may include, but is not limited to, personal information we collect from your students or child will be discussed and agreed by you per your requirements.

Information We Collect Per Consent

In order to provide our best services to You and to understand a student's or a child's activity while using our Services, we may collect the following information about a student or child through cookies, web beacons, and other technologies: information regarding your student's or child's personal computing device, browser type, browser language, operating system, Internet Protocol ("IP") address, and the actions your student takes while using the Services. For more information about how we collect information automatically from users of our website and other services, read the Company's Privacy Policy.

How We Use Your Child's Information

We use student personal information we collect in the following ways:

- To provide our Services including to respond to customer service and technical support issues and requests. If a student or child runs into technical errors in the course of using the Services, we may request your permission to obtain a crash report along with certain logging information from the personal computing device utilized by the student or child documenting the error. Such information may contain information regarding the device's Operating System version, hardware, and browser version (and .NET version information in case of Windows systems).
- To track your child activities on the Company platform including the information your student or child distributes, displays, or share, and to provide you with reports and logs regarding the same. In the case of schools, such reports may include class or school-wide student activity reports, to allow you to conduct comparative analyses of your students.

We DO NOT use student personal information in the following ways:

- We do not collect a student's or a child's personal information for the purpose of sale of such information in any way or for building student or child profiles for commercial purposes not related to the provision of the Services.
- We do not use your students' personal information for any advertising/marketing of any sorts.

We may use aggregate or de-identified information about students and children for the following purposes:

- To monitor and analyze the Services and for technical administration;
- To better understand how students and children access and use our Services;
- To improve our Services; and
- For other research and analytical purposes.

When your students or child use the Services on a personal computing device owned by you and if required by your organization, we may use geolocation information to determine their current location. Such information is specific to the device only, and is not specific to the student or child. We may also use elements of your student's or child's usage and analytics Information (such as IP address) to determine their generalized location.

How We Share Your Child's Information

- Service Providers: From time to time we may employ third parties to help us provide the Services, or to perform Services (e.g., hosting) that may involve their access, use or storage of personal information on our behalf. We may disclose the information we collect from students or children

to such third party vendors, service providers, contractors or agents who perform contractually defined functions on our behalf. These third parties may have limited access to databases of user information solely for the purpose of helping us provide you the Services and we have put in place contractual and other organizational safeguards requiring them to take steps to ensure a proper level of protection of your students' personal information. These third parties are required to treat personal information in accordance with our privacy and security policies and commitments. Except as explained above, we do not disclose or transfer your child's or student's personal information to third parties except for authorized educational/school purposes or as directed by the organizations/schools that have engaged us to provide Services. We prohibit these third parties from using the personal information we collect about your students or child for any purpose other than providing the contracted service.

- Business Transfers. If we are acquired by or merged with another company, if substantially all of our assets are transferred to another company, or as part of a bankruptcy proceeding, we may transfer the personal information we have collected to the other company provided the successor entity is subject equivalent privacy and security commitments as that of the company for the previously collected personal information and the information disclosed continues to be used for only improving services for you, educational/school purposes.
- In Response to Legal Process. We also may disclose the personal information we collect in order to comply with the law, a judicial proceeding, court order, subpoena or other legal process.

- To Protect Us and Others. We also may disclose the personal information we collect where we believe it is necessary to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety of any person, violations of our Terms of Service or this COPPA Policy, or as evidence in litigation in which company is involved.
- With Partner Organizations/Schools and Parents. You are able to login to view information about your students' or child's use of the Services.
- Aggregate and De-Identified Information. We may also use and share aggregate or de-identified information about students or children with third parties for research and analytical purposes.

Who Owns the data we collect?

All data or Personally Identifiable Information (PII) of your individuals, students, children, and staff we collect for the purposes of developing products or services for you is within the scope of your agreement and will be co-owned by your organization and the Company and will have the final authority over the same. At any given time when You need the dataset the company will share the copy of the dataset with You per your need and request in any format that You need the data in.

Information Your Child Share with Third Parties

Your students or child may be able to voluntarily share personal information with third parties such as Google Authentication and Sign-In plug-in, while using the Services. The privacy policies of these third parties are not under our control and may differ from ours. The use of any information that your students or child may provide to any third parties will be governed by the privacy policy of such a third party or by your independent agreement with such

third party, as the case may be. For information they may use and disclose about your students or child, including any information your students or child may make public, please consult their respective privacy policies. We have no control over how any third party site controls the information that it collects from your students or child.

Security of Your Personal Information

The security of your personal information is extremely important to us. We have implemented a security program to protect the information we collect from loss, misuse, and unauthorized access, disclosure, alternation, and destruction. Our security measures are designed to protect personal information, to limit the dissemination of personal information to only designated staff or third party vendors as is reasonably necessary to the provision of Services.

Please note that you are also responsible for helping to protect the security of your personal information. For instance, never give out your personal credentials when you are using the Services, so that other people will not have access to your personal information. Furthermore, you are responsible for maintaining the security of any personal computing device on which you utilize the Services. We are not responsible for any lost, stolen, or compromised passwords or for any activity on your account via unauthorized password activity.

FERPA and COPPA Compliance

We are committed to complying with the Family Education Rights and Privacy Act (“FERPA”) and Children’s Online Privacy Protection Act (“COPPA”) in all applicable respects with regards to

the collection, use, disclosure, and retention of the personal information of your students.

We have contracted with you, as an operator defined under COPPA, in order to collect personal information from your student/child, for the use and benefit of the student/child and the organization/school in the educational or your organization's context as authorized by you, and for no other commercial purpose.

GENERAL TERMS OF USE

By using TrustCircle, you represent, acknowledge and agree that You are at least 18 years of age, or if You are under 18 years of age (a "Minor"), that You are using TrustCircle with the consent of Your parent or legal guardian and that You have received Your parent's or legal guardian's permission to use TrustCircle and agree to its Terms. If You are a parent or legal guardian of a Minor, You hereby agree to bind the Minor to these Terms and to fully indemnify and hold harmless Us if the Minor breaches any of these Terms. We invite You to use this Website for individual, consumer purposes ("Permitted Purposes").

In these Terms we are granting You a limited, personal, non-exclusive and non-transferable license to use and to display the Materials and use the Services; Your right to use the Materials and the Services is conditioned on Your compliance with these Terms. You have no other rights in this Website, the Services or any Materials and You may not modify, edit, copy, reproduce, create derivative works of, reverse engineer, alter, enhance or in any way exploit any of this Website, the Services or the Materials in any manner. If You breach any of these Terms the above license will terminate automatically and You must immediately

destroy any downloaded or printed Materials (and any copies thereof).

PASSWORD RESTRICTED AREAS OF THIS WEBSITE

For organizations, institutions, schools, school districts or other entities who have entered into a separate service agreement with Us. We offer secured access to the Social Emotional Learning platform to only those users who are authorized to have access and have been approved by the organization, institutions, schools, school districts or other entities who partner with Us. In order to access certain password-restricted areas of this Website and to use certain Services and Materials offered on and through this Website, You must have an Account with Us. If You sign up for an account, You represent and warrant that You are the authorized user for so long as You use the Account, You agree to provide true, accurate, current, and complete information which can be accomplished by logging into Your Account and making relevant changes directly or contacting Us.

You are responsible for complying with these Terms when You access this Website, whether directly or through any account that You may set up through or on this Website. Because it is Your Account, it is Your job to obtain and maintain all equipment and services needed for access to and use of This Website as well as paying related charges. It is also Your responsibility to maintain the confidentiality of Your password(s), including any password of a third-party site that We may allow You to use to access this Website. Should You believe Your password or security for This Website has been breached in any way, You must immediately notify Us.

ELECTRONIC COMMUNICATIONS

By using the Website and/or the Services provided on or through the Website, You consent to receiving electronic communications from Us. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the Website and/or Services. These electronic communications are part of Your relationship with Us. You agree that any notices, agreements, disclosures or other communications that We send You electronically will satisfy any legal communication requirements, including that such communications be in writing.

RESPONSIBILITIES, WARRANTIES AND RESTRICTIONS

(a) You agree that You shall not: (i) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, or in any way attempt to reconstruct or discover any source code or underlying ideas or algorithms of any part of the Services; (ii) access or use the Services in order to build a similar or competitive product or service or for the purposes of bringing an intellectual property infringement claim against company; (iii) except as expressly stated herein, copy, reproduce, distribute, republish, download, display, post or transmit in any form or by any means any of the Services; and (iv) attempt to gain unauthorized access to the Services and to make commercially reasonable efforts to prevent unauthorized third parties from accessing the Services.

(b) You shall not (i) access or attempt to access the administrative interface of the Services by any means other than through the interface that is provided by company in connection with the Services, unless otherwise agreed in writing or (ii) intentionally engage in any activity that interferes with or disrupts the Services

(or any servers or networks that are connected to the Services). You may not access the Services in a manner intended to avoid incurring fees.

(c) You represent, covenants, and warrants that You will use the Services only in compliance with these Terms and all applicable laws and regulations. Although company has no obligation to monitor Your use of the Services, Company may do so and may prohibit any use of the Services it reasonably believes may be (or is alleged to be) in violation of these Terms or applicable laws and regulations.

OWNERSHIP OF USER DATA

The Services may allow You to track and gather a range of data and information regarding Your wellbeing and insights (“User Data”). You and Us (BringChange PBC) shall co-retain all title to and ownership of and all proprietary rights with respect to User Data, and shall be responsible for its use thereof to provide services to You. Along with Us, You are also responsible for securing Your User Data. You hereby grant the company a worldwide, royalty-free, and non-exclusive license to access and use User Data for the sole purpose of enabling the company to provide the Services to You, and for the limited purposes set forth in company Privacy Policy (described below).

DATA HOSTING & SECURITY

Data will be hosted as per the highest security standards possible and as per the required national and /or international data policy requirements. For example all of the United States users data is regionally stored in the servers located in the United States only. TrustCircle values data security with utmost priority. The user's data will be stored and hosted with the highest security standards.

PRIVACY POLICY

The parties agree that the company is a service provider to You, and that company's collection and use of the User Data of children under the age of 18 ("Minors' User Data") is conducted on behalf of and with the authorization of You. You have received and reviewed company's Privacy Policy and Children's Privacy Policy and Notice of Privacy Practices (together the "Privacy Policy") and expressly consents to the collection, use and disclosure of Minors' User Data in order to perform the Services requested by company, including as set forth in the Privacy Policy as applicable to the Services requested by company. For the purposes of the Children's Online Privacy Protection Act, You acknowledge that You are authorized to consent to company's collection, use and disclosure of Minor User Data related to minors under 13 years old, and by agreeing to these Terms, You grant Your consent to company's collection, use and disclosure of Minor User Data in accordance with the Privacy Policy, which may be updated from time to time, provided You will be notified of any material changes. You agree that you will provide any necessary notice and obtain any necessary consent required related to the Services.

PSEA POLICY

Protection from Sexual Exploitation and Abuse (PSEA) Policy objective: To promulgate a policy of zero tolerance for sexual exploitation and abuse (SEA) for all company Board of Directors, Officers, Employees and related personnel and ensure that roles, responsibilities and expected standards of conduct in relation to SEA are known within the Company. To create and maintain a safe environment, free from Sexual Exploitation and Abuse (SEA), by taking appropriate measures for this purpose, internally and in

the communities where the company operates, through robust prevention and response work.

UNAUTHORIZED ACTIVITIES

To be clear, We authorize Your use of this Website only for Permitted Purposes. Any other use of this Website beyond the Permitted Purposes is prohibited and, therefore, constitutes unauthorized use of this Website. This is because as between You and Us, all rights in this Website remain Our property. Unauthorized use of this Website may result in violation of various United States and international copyright laws. Unless You have written permission from Us stating otherwise, You are not authorized to use this Website in any of the following ways (these are examples only and the list below is not a complete list of everything that You are not permitted to do):

- For any public or commercial purpose which includes use of this Website on another site or through a networked computer environment;
- In a manner that modifies, publicly displays, publicly performs, reproduces or distributes any of this Website;
- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- To interfere with or disrupt this Website or servers or networks connected to this Website;
- To use any data mining, robots, or similar data gathering or extraction methods in connection with this Website; or

- Attempt to gain unauthorized access to any portion of this Website or any other accounts, computer systems, or networks connected to this Website, whether through hacking, password mining, or any other means.

You shall defend company against any cause of action, suit or proceeding (each a “Claim”) made or brought against company by a third party arising out of or attributable to (i) Your use of the Service or (ii) Your violation of these Terms, and shall indemnify company for any damages finally awarded against, and for reasonable attorney’s fees incurred by, company in connection with the Claim, on condition that company (a) promptly gives You written notice of the Claim; (b) gives You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release company of all liability); and (c) provides reasonable assistance in connection with the defense (at Your reasonable expense).

PROPRIETARY RIGHTS

"TrustCircle" is a trademark that belongs to Us. Other trademarks, names and logos on this Website are the property of their respective owners.
Unless otherwise specified in these Terms, all Materials, including the arrangement of them on this Website are Our sole property. All rights not expressly granted herein are reserved. Except as otherwise required or limited by applicable law, any reproduction, distribution, modification, retransmission, or publication of any copyrighted material is strictly prohibited without the express written consent of the copyright owner or license.

DISCLAIMER OF WARRANTIES

COMPANY DOES NOT GUARANTEE THAT (A) THE SERVICES AND THE WEBSITE WILL BE PERFORMED ERROR-FREE OR

UNINTERRUPTED, OR THAT COMPANY WILL CORRECT ALL ERRORS, THE SERVICES AND THE WEBSITE WILL OPERATE IN COMBINATION WITH YOU'S CONTENT OR APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY COMPANY, AND (C) THE SERVICES AND THE WEBSITE WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS, OR EXPECTATIONS. YOU ACKNOWLEDGES THAT COMPANY DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES AND THE WEBSITE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. COMPANY IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES AND THE WEBSITE THAT ARISE FROM YOUR CONTENT OR APPLICATIONS, OR THIRD PARTY CONTENT OR SERVICES, AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THIRD PARTY CONTENT OR SERVICES.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT UNDER THE UCC.

LIMITATION OF LIABILITY

WE SHALL NOT BE LIABLE TO YOU FOR ANY DAMAGES RESULTING FROM YOUR DISPLAYING, COPYING, OR DOWNLOADING ANY MATERIALS TO OR FROM THIS WEBSITE OR THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE

BE LIABLE TO YOU FOR ANY INDIRECT, EXTRAORDINARY, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE. HOWEVER ARISING, EVEN IF WE KNOW THERE IS A POSSIBILITY OF SUCH DAMAGE. OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED THESE TERMS SHALL NOT BE MORE THAN $100.00.

LOCAL LAWS; EXPORT CONTROL

We control and operate this Website from Our headquarters in the United States of America and the entirety of this Website may not be appropriate or available for use in other locations. If You use this Website outside the United States of America, You are solely responsible for following applicable local laws.

FEEDBACK AND ANALYSES

Any submissions by You to Us (e.g., comments, questions, suggestions, materials, feature requests – collectively, "Feedback") through any communication whatsoever (e.g., call, fax, email) will be treated as both non-confidential and non-proprietary. Except as prohibited by applicable law, you hereby assign all right, title, and interest in, and We are free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable,

worldwide, royalty-free, fully paid up license (including the right to sublicense) to use and utilize all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that We are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.
We may provide You with certain insights / reports and analyses as part of the Services (“Reports/Insights' '). We shall retain all title to and ownership of and all proprietary rights with respect to such Reports. We hereby grant You a non-exclusive, non sublicensable, and non-transferable license, for the term of the Services, to use Reports strictly for Your legitimate, non-commercial, purposes.

LANGUAGE

The Parties hereto have expressly required that this agreement and all documents and notices relating thereto be drafted in the English language.

FIVECAST PTY LTD SOFTWARE LICENSE TERMS

BACKGROUND:

A. Fivecast has the rights to license the Software.

B. Fivecast will, on the terms and conditions of these Software License Terms, grant the Licensee a license to use the Software and will provide Training in consideration for the Fees and the Licensee's compliance with this Agreement.

1. DEFINITIONS

In this Agreement:

"Agreement" means this agreement, clauses 1 to 18 of this document, any annexures, and any amendments agreed to in writing by the Parties;

"Claim" means, in relation to a Party, a demand, claim, action or proceeding made or brought by or against that Party, however arising and whether present, unascertained, future or contingent;

"Cloud Services" means the cloud-based service through which Fivecast stores Licensee Data as is further described in, and subject to the terms of, clause 8.3;

"Commencement Date" means the date on which this Agreement commences as specified in a related Order Form;

"Confidential Information" means the confidential subject matter of Intellectual Property Rights, financial information and other commercially valuable information in whatever form including unpatented inventions, trade secrets, formula, know-how, discoveries, works, improvements, innovations, ideas, concepts, graphs, drawings, designs, samples, devices, models and other materials which a Party labels or identifies as confidential to it and, in the case of Fivecast, Fivecast's Confidential Information includes the Software and Fivecast Materials (and any part or copy of them). However, the following will not constitute Confidential Information:

(a) information which as at the date of this Agreement is already legally in the public domain;

(b) information which after the date of this Agreement becomes part of the public domain otherwise than as a result of an unauthorized disclosure by the receiving Party;

(c) information which is or becomes available to the receiving Party from a third party lawfully in possession of such information and who has the lawful power to disclose such information to the receiving Party; or

(d) information which is independently developed by an employee of the receiving Party who has no knowledge of the disclosure to it in accordance with this Agreement;

"Fees" means the fees specified in or to be determined in accordance with the terms of the Order Form, as payable by the Licensee to Fivecast, including any fees relating to the Software and Training;

"Fivecast Materials" means Fivecast's pre-existing or independently developed documents, reports, databases, software, processes, tools and other materials that Fivecast generally uses in connection with the provision of the Software and Training and includes any enhancements or improvements to Fivecast's Materials generally made available by Fivecast to customers.

"Intellectual Property Rights" or **"IPR"** means all industrial and intellectual property rights of any kind including but not limited to copyright (including rights in computer software), trade mark, service mark, design, patent, trade secret, semi-conductor or circuit layout rights, trade, business, domain or company names, moral rights, rights in Confidential Information, know how or other proprietary rights (whether or not any of these are registered and including any application for registration) and all rights or forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world and all other intellectual property rights defined in Article 2 of the *Convention Establishing the World Intellectual Property Organisation* of July 1967;

"Law" means any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time, whether made by any central government (including any State or Territory government), Commonwealth, or any local government, and includes common law and the principles of equity as applicable from time to time, and any applicable industry codes of conduct;

"License Period" means (a) the period from the Commencement Date to the Completion Date specified in the Order Form; and (b) each subsequent 12-month period (if any) for which this Agreement is renewed in accordance with an "Automatic Renewal" section of the Order Form;

"License Term" means the period from the Commencement Date until the earlier of (a) the expiry of the final License Period; and (b) termination of this Agreement in accordance with its terms;

"**Licensee Data**" is any data created or derived by the Licensee using the Software;

"Order Form" means the terms of, and information contained in, an associated order form related to the License of Fivecast software to the Licensee from Fivecast or an authorized reseller of Fivecast Software;

"Parties" means the parties to this Agreement and their respective successors and permitted assigns, and **"Party"** means one of them;

"Permitted Location" means the location defined in the Order Form;

"Permitted Use" means use of the Software by the Licensee in compliance with the terms of this Agreement, for the Permitted Use Cases, and in a manner that complies with (a) all applicable Laws; and (b) the terms and conditions that apply in connection with the use of or access to third party social media sites and platforms or similar and in respect of which the Licensee uses the Software.

"Permitted Use Cases" means the permitted use cases set out in the attached 'Fivecast customers and permitted use-cases' table;

"Software" means the software licensed to the Licensee on the terms of and subject to this Agreement as is specified in the Order Form, excluding any Fivecast Materials; and

"Training" means any training to be provided by Fivecast to the Licensee as specified in an Order Form.

1.1 Interpretation

In this Agreement, except where the context otherwise requires:

(a) headings are for convenience only and do not affect interpretation;

(b) the singular includes the plural and vice versa, and a gender includes other genders;

(c) another grammatical form of a defined word or expression has a corresponding meaning;

(d) a reference to a person includes a natural person, partnership, body corporate, association, trust, unincorporated body, governmental or local authority or agency or other entity;

(e) a reference to a clause, paragraph or annexure is to a clause or paragraph of, or annexure to, this Agreement, and a reference to this Agreement includes any annexure;

(f) if an act required to be done under this Agreement on or by a given day is done after 5pm on that day, it is taken to be done on the following day;

(g) a reference to $ or dollar, is to United States currency;

(h) a reference to an agreement or document is to the agreement or document as amended, replaced or otherwise varied, except to the extent prohibited by this Agreement or that other agreement or document;

(i) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(j) a reference to "writing" includes a facsimile transmission and any means of reproducing words in a tangible and permanently visible form; and

(k) a reference to "termination of this Agreement" or similar includes any expiration, cancellation, voiding of or mandated cessation of this Agreement however arising.

2. TERM

2.1 This Agreement commences on the Commencement Date and, unless terminated earlier in accordance with any of its terms, continues until completion of the License Term.

3. ORDER FORM

3.1 The Parties agree that an Order Form is incorporated as part of this Agreement and is binding upon the Parties.

3.2 Any provisions identified in the Order Form are incorporated into the terms of this Agreement and will take priority over the remaining terms of this Agreement to the extent of any inconsistency.

3.3 No ordering documents issued by Licensee will be binding on Fivecast and the terms and conditions of any documents issued by Licensee in connection with this Agreement are hereby rejected by Fivecast and will be void.

4. SOFTWARE LICENSE

4.1 Subject to, and conditioned on Licensee's compliance with, the terms of this Agreement, Fivecast grants to the Licensee a non-exclusive and non-transferable, non-sublicensable license during the License Term to use the Software and Fivecast Materials in the Permitted Location (meaning that all information systems, computers, laptops and other devices on which any part of the Software is installed or which access the Software must be physically located in the Permitted Location) and solely and strictly in accordance with the Permitted Use.

4.2 The Licensee agrees that this Agreement does not transfer to the Licensee any Intellectual Property Rights in any of the Software or Fivecast Materials.

4.3 The Licensee must not:

(a) use the Software or Fivecast Materials for any purpose other than the Permitted Use and must not attempt to avoid or circumvent any technological or other access controls that may operate in connection with any third-party social media site or platform;

(b) copy or modify the Software or Fivecast Materials (except during ordinary use permitted under this Agreement, as permitted by applicable laws or to make reasonable copies in disk form bearing the same notices as the original and only for security and backup purposes);

(c) remove or tamper with any copyright or other proprietary notices on the Software and Fivecast Materials, fail to reproduce any such notices on

copies of the Software and Fivecast Materials that Licensee is permitted to make under this Agreement;

(d) adapt, extend, develop, enhance or make any other improvements to the Software, Fivecast Materials or any part of them;

(e) reverse engineer, decompile or disassemble the Software or Fivecast Materials nor use the Software or Fivecast Materials to make derivatives or functionally equivalent software;

(f) incorporate the Software or Fivecast Materials in any product to be made available commercially;

(g) sub-license, sell or otherwise distribute the Software or Fivecast Materials;

(h) allow anyone other than the Licensee's authorized employees to have access to the Software or Fivecast Materials without Fivecast's prior written consent; or

(i) distribute any results or data produced or derived from use of the Software or Fivecast Materials (i) to third parties (provided that this will not prevent the Licensee from distributing results or data with Commonwealth departments or government agencies where the Licensee is required to do so) or (ii) in a manner which identifies or could reasonably identify Fivecast, the Software or Fivecast Materials.

4.4 The Licensee is responsible for ensuring that only Licensee's authorized employees access the Software and must ensure that Software log-in and password details of Licensee's authorized employees are not shared (a) among Licensee's employees (whether authorized or not) and (b) with any other persons.

4.5 If the Licensee's use of the Software requires entry of login credentials for a social media site, platform or similar (**"Login Credentials"**) into the Software, the Licensee is responsible for ensuring that Licensee employees enter Login Credentials authorized by the Licensee. Fivecast does not warrant that the Licensee's use of any social media site, platform or similar in relation to which the Licensee uses the Software will be uninterrupted or error-free and Fivecast is not responsible for any restrictions, bans or account shutdowns which cause any Login Credentials to be suspended, cancelled or otherwise inactive.

5. ONLINE PERSONA MANAGEMENT SERVICE

5.1 The provisions of this clause 5 apply if the Order Form specifies that the Licensee will acquire, and Fivecast will provide, the "Online Persona Management Services".

5.2 The Licensee appoints Fivecast as its agent to create the specified number of personas for each specified social media site, platform or similar, as specified in the Order Form, including to accept all terms and conditions of use (or similar) applicable to any social media site, platform or similar.

5.3 The Licensee authorises Fivecast to disclose that it is the agent of the Licensee with respect to the creation of personas as contemplated in clause 5.2 where a third party makes a request, allegation, claim or demand to or against Fivecast in connection with the use of the social media site, platform or similar, or where otherwise required by law. Before Fivecast makes any such disclosure, Fivecast will give the Licensee notice of the disclosure (if permitted by law) to enable the Licensee, at the Licensee's cost, to seek a protective order or other remedy to prevent or limit the disclosure.

6. TRAINING

6.1 Fivecast will provide the Training as described in the Order Form and in accordance with the dates specified in the Order Form.

6.2 Fivecast will, if using or accessing the Licensee's premises or facilities, comply with all reasonable directions and procedures specified by the Licensee relating to work health and safety and security in operation at that site.

7. FEES AND EXPENSES

The Licensee will pay the Fees to Fivecast or its authorized reseller as specified in the Order Form and within thirty (30) days of receipt of an invoice from Fivecast.

8. LICENSEE DATA AND CLOUD SERVICES

8.1 The Licensee shall own the Licensee Data and Fivecast shall provide the Cloud Services to store the Licensee Data for the Licensee.

8.2 The Licensee acknowledges that the Software is a discovery tool and the Licensee Data should not be used for evidentiary purposes. All information provided by the Software should be verified by the primary source of the information.

8.3 In providing Cloud Services, Fivecast will use commercially reasonable efforts to ensure that Licensee Data is stored in accordance with generally acceptable levels of security processes and protections and will be readily available to the Licensee. However, the Licensee acknowledges that the Cloud Services are dependent on third party cloud service providers engaged by Fivecast for the purpose of using the service provider's cloud platform to provide storage of Licensee Data and that Fivecast is subject to contractual terms and conditions with such third party that may impact the Cloud Services. The Licensee acknowledges that the Cloud Services may be impacted through changes implemented by third party cloud service providers and agrees to comply with Fivecast's reasonable directions relating to the Cloud Services that may be made from time to time.

8.4 Clauses 8.2 and 8.3 survive termination of this Agreement.

9. CONFIDENTIAL INFORMATION

9.1 Each Party will keep the terms of this Agreement and all Confidential Information of the other Party confidential and will not, without the prior written consent of the other Party, disclose or permit the same to be disclosed to any third party.

9.2 Each Party will use all reasonable endeavors (including, but not limited to, labels or verbal notification) to ensure that the other Party is aware of the confidential nature of Confidential Information at the time of disclosure.

9.3 Each Party will ensure that its officers, employees and agents comply with the obligations of confidentiality imposed upon it by this clause 9 as if personally bound by such obligations.

9.4 Fivecast personnel may only view the Licensee Data as required for support and maintenance of the Software.

9.5 This clause 9 survives termination of this Agreement.

10. NO PUBLICATION / PUBLICITY

10.1 Neither Party may use the name of the other Party without previously having obtained the specific written consent of the relevant Party and the use of the name of a Party is subject to any conditions attaching to such consent.

10.2 Unless the prior express written permission of the other Party has been obtained, a Party will not make or permit to be made any statement related to:

(a) this Agreement;

(b) a Party; or

(c) any information obtained by a Party under this Agreement or through use of the Software or Fivecast Materials that may in any way identify the other Party.

10.3 This clause 10 survives termination of this Agreement.

11. WARRANTY DISCLAIMER

11.1 ***To the extent permitted by law and without limiting any other specific terms of this Agreement, Fivecast makes no warranties, whether express, implied, statutory or otherwise, including, without limitation, warranties of merchantability, fitness for a particular purpose or non-infringement warranties in relation to the Software and services provided pursuant to this Agreement.***

11.2 This clause 11 survives termination of this Agreement.

12. LIMITATION OF LIABILITY

12.1 ***Subject to clause 12.2, Fivecast's liability, in the aggregate, under or in connection with this Agreement, however caused, and under any theory of liability (including whether in contract, tort (including negligence), equity, statute or otherwise) will not exceed an amount equal to the total Fees paid by the Licensee in the 12 months prior to the date on which the relevant Claim for liability was made.***

12.2 ***To the extent permitted by Law, Fivecast will not be liable to the Licensee for:***

(a) any special, consequential, incidental, indirect or punitive damages; or

(b) any lost profits or lost revenues, or for any loss of data or loss of use of data,

arising out of or in connection with this Agreement, however caused, and under any theory of liability (including whether in contract, tort (including negligence), equity, statute or otherwise), and even if Fivecast has been advised of the possibility of any of the foregoing.

12.3 The Licensee acknowledges, agrees and represents to Fivecast that the Licensee accepts it is solely responsible for ensuring its use of the Software and Fivecast Materials (including the manner in which it uses them) complies with all Laws and all terms of use, terms of service or similar terms applicable to any social media site, platform or similar in relation to which the Licensee uses the Software or Fivecast Materials, and to the extent that Licensee has purchased the Online Persona Management Services, any use of the Licensee Designated Sites by Fivecast. Without limiting any other provision of this Agreement, the Licensee releases Fivecast from any and all liability the Licensee incurs as a result of any Claim made against the Licensee and which alleges its use of the Software or Fivecast Materials does not comply with any Law or any social media site, platform or other online site or service (including any Licensee Designated Site) and the terms of use, terms of service and similar term of any such site, platform or service (including any Licensee Designated Site).

12.4 The Licensee shall indemnify Fivecast and its representatives against all losses, liabilities, fines, penalties, damages, claims and interest, and all related costs and expenses (including any and all legal costs) and costs of investigation, litigation, settlement, judgment, appeal, interest and penalties arising from any third party Claim brought against Fivecast alleging that the Licensee's use of the Software or Fivecast Materials or if Licensee has purchased the Online Persona Management Services, Fivecast's use of a Licensee Designated Site does not or may not comply with any Law or any social media site or platform terms and conditions of use (or similar).

12.5 This clause 12 survives termination of this Agreement.

FIVECAST PTY LTD SOFTWARE LICENSE TERMS

13. RESOLUTION OF DISPUTES

13.1 The Parties agree to co-operate and to use all reasonable endeavors to resolve any disputes or differences between them (**"Disputes"**). Disputes which remain unresolved for thirty days or more will be referred to the Chief Executive Officer (or analogous position) of each Party or his or her nominee for resolution.

13.2 If the Dispute has not been resolved within thirty days of referral of the Dispute in accordance with clause 13.1 then, as a condition precedent to initiating proceedings in a court to resolve the Dispute, a Party will refer the Dispute to the Australian Disputes Centre (**"ADC"**) for mediation in accordance with the ADC Guidelines for Commercial Mediation (or such other equivalent rules as are implemented by ADC from time to time). The mediation will be heard in English in Adelaide, South Australia by a single mediator appointed under the relevant rules. If the Dispute has not been resolved within thirty days of referral to mediation as required in accordance with this clause, either Party is free to initiate proceedings in a court.

13.3 Nothing in this clause will prevent a Party from seeking interlocutory relief in courts of appropriate jurisdiction.

13.4 This clause 13 survives termination of this Agreement.

14. TERMINATION

14.1 As contemplated in clause 2, this Agreement will terminate at the end of the License Term subject to the exercise by a Party of any other right of termination set out in this Agreement.

14.2 Notwithstanding any other right a Party has to terminate this Agreement, the Parties may mutually agree to terminate this Agreement by written agreement at any time.

14.3 Either Party may terminate this Agreement by giving to the other Party at least one month's written notice if:

(a) the other Party breaches any term of this Agreement and the breach is not remedied within thirty days of notice requiring the rectification of such breach; or

(b) the other Party ceases to carry on business.

14.4 If this Agreement is terminated and regardless of the basis for such termination:

(a) all licenses granted by Fivecast to the Licensee under this Agreement terminate immediately on the date of termination and, without limiting the foregoing:

(i) the Licensee must on the date of termination immediately cease all use of Software and Fivecast Materials and permanently and irrevocably delete any Software and Fivecast Materials from all information systems, computers, laptops and other devices on which any Software and/or Fivecast Materials is stored; and

(ii) within 7 days of the date of termination, the Chief Information Officer (or analogous position) of the Licensee must provide written certification to Fivecast which confirms that all Software and Fivecast Materials (including all copies) used by the Licensee and its personnel have been permanently and irrevocably deleted;

(b) termination will not affect the rights or obligations which have accrued up to the date of termination and any other rights and obligations which under the terms of this Agreement are expressed to survive termination;

(c) Fivecast will cease any Licensee Data accessible to Fivecast will be permanently deleted by Fivecast within one (1) month of termination; and

(d) any Confidential Information of a Party will immediately be returned to that Party, including all copies thereof (provided that this is subject to the specific requirements in clause 14.4(a) which applies to the Software and Fivecast Materials and clause 14.4(c) which applies to Licensee Data).

15. TAXATION

15.1 Licensee will be responsible for paying all sales and use taxes due as a result of any Software, Training or Fivecast Materials.

16. NOTICES

16.1 Any notice, demand or other communication required to be given or made in writing under this Agreement will be deemed duly given or made if sent by email to the address set out in the Order Form. An email sent under this clause is deemed to be delivered on receipt of a read receipt from the receiver or, if no read receipt is delivered, five days after the notice has been sent by email. The sender will keep a record of the notice and the date on which it was sent. [Note to Fivecast: The 'deemed receipt' aspect of this provision would require someone to be monitoring the inbox of the relevant contact

16.2 Either Party may change its nominated contact person or email address for the purposes of this Agreement by giving notice of such change to the other Party within fourteen days of the change.

17. GOVERNING LAW

This Agreement is governed by the laws of the State of South Australia and each Party submits to the exclusive jurisdiction of the courts of South Australia and any legitimate courts of appeal therefrom.

18. MISCELLANEOUS PROVISIONS

18.1 This Agreement may not be amended except as may be agreed in writing by the Parties.

18.2 This Agreement will not be assignable by the Licensee, except with the prior written consent of Fivecast. Fivecast may assign this Agreement to successor entities.

18.3 No Party will be liable for a failure to meet any of its obligations under this Agreement (other than any failure to pay any amounts which are payable under this Agreement) to the extent this arises from an event or circumstance which is beyond the reasonable control of the affected Party, provided that the affected Party gives written notice of the delay to the other Party as soon as possible after the affected Party becomes aware of the delay or expected delay.

18.4 Nothing in this Agreement creates a relationship of partnership, joint venture, employment or agency between the Licensee and the other Party.

18.5 Each word, phrase, sentence, paragraph and clause (a "provision") of this Agreement is severable and if a court determines that a provision is unenforceable, illegal or void, then the court may sever that provision without affecting the validity of the other provisions of this Agreement.

18.6 No failure by a Party to exercise, or any delay by a Party in exercising, any right, power or remedy of a Party will operate as a waiver nor will any single or partial exercise of any right, power or remedy preclude any other or further exercise of that right, power or remedy. .

SUPPORT

SUPPORT	
Support Email	support@fivecast.com
Support levels & response	Technical Support will be available during business hours, Monday through to Friday, 9:00am to 5:00pm in the following time zones: • Australian-based Licensees: Australian Central Standard Time or Australian Central Daylight Time • USA-based Licensees: USA Eastern Standard Time (EST) or Eastern Daylight Time (EDT) Fivecast will endeavor to respond to all support requests within one business day.
Version Maintenance & Bug Fixes	Fivecast will provide error corrections, bug fixes, patches, version maintenance and updates to the Software strictly only to the extent available in accordance with Fivecast's release schedule. The Licensee acknowledges that the Software works with third party social media sites and platforms and changes on such platforms may impact on the operability of the Software. In response to changes on third party social media sites and platforms, Fivecast will use commercially reasonable efforts to update the Software and resolve any operability errors within a reasonable period of time, however Fivecast is not liable in any way for any operability issues of the Software or any other adverse impacts arising as a result of any changes made to third party social media sites and platforms.

FIVECAST CUSTOMERS AND PERMITTED USE-CASES

Customer type & description	Permitted use-cases
Law Enforcement Agencies City, provincial, county, state & federal police/sheriffs	• Intelligence gathering or investigation on persons or groups of interest connected to an intelligence or law enforcement investigation and/or who have provided consent. • Event detection and monitoring of public events and/or locations for the purpose of ensuring public safety. • Integrity investigations into staff, or staff of other agencies subject to the relevant agency's powers. • Establishing a person's or group's online presence, including linking multiple online accounts to an identity. • Identifying potential risks to public safety based on an online footprint of an individual or group. • Online audience segmentation based on their online reaction to issues concerning public safety. • Insider threat detection. • Identifying potential risks to an individual, group or public safety based on an online footprint of an individual or group, for example to mitigate fixated threats or undertake close personal protection services.
National Security Agencies Federal security, intelligence or defence agencies	
Other Government Agencies Other government agencies with an intelligence/investigative function such as Crime Commissions, Corrections, Tax office investigation teams or fraud investigation teams	
Private Sector Contractors Intelligence contractors/advisors engaged to provide intelligence to law enforcement/ national security End-Users	• Provision of services to law enforcement, national security or other government agencies where the services are consistent with the approved use-cases above.
Corporate security companies or dedicated security and compliance units within large enterprises	• Event detection and monitoring of events and/or locations for the purpose of ensuring safety of an individual, group or public safety relevant to the company's staff, customers or facilities. • Identifying potential physical or reputational risks to an individual, group or public safety based on an online footprint of an individual or group. • Insider threat and personnel security vetting corporate risks associated with fraud or other malicious insider action or potential physical or reputational threats to commercial supply chains. • Know your customer (KYC), customer due diligence (CDD) or compliance with regulation e.g anti-money laundering, counter terror financing

Terms and Conditions of Sale

A. Term and Termination

1. EFFECTIVE DATE. The provisions of this Agreement for the services herein ("Services") shall come into full force and effect on the date this Agreement is signed by Dataprise and by Customer (each a "Party").
2. INITIAL TERM (for Recurring Services). For monthly recurring Services, the initial term of this Agreement is as specified in the Price Summary and shall begin on the date that the Services in the "Recurring Monthly Costs Detail" as specified in the Price Detail of this Agreement are initially provided to Customer ("Initial Term").
3. RENEWAL (for Recurring Services). Unless notified in writing by Customer at least sixty (60) days prior to the end of the Initial Term or any subsequent term ("Renewal Term"), this Agreement will automatically renew for a twelve (12) month Renewal Term. Dataprise shall be entitled to a 5% annual increase for all Services hereunder after completion of the Initial Term and subsequent Renewal Terms. Upon thirty (30) days' written notice to Customer, Dataprise may change or increase pricing during any Renewal Term.
4. TERMINATION (for Recurring Services). This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice (termination for "Cause"). In the event that Customer terminates this Agreement without Cause prior to the end of the Initial Term, Renewal Term, or defaults in its obligation to pay under this Agreement, Dataprise shall be entitled to the total of the remaining month(s)' recurring service fees. Customer agrees that in the event of termination by Dataprise for Cause, or improper or early termination by Customer without Cause, actual damages will be difficult or impossible to ascertain and that the amounts due as set forth in this Section is intended, therefore, to establish liquidated damages and not intended as a penalty.
5. TERMINATION (for Non-Recurring Project Only). This Agreement may be terminated by either Party if the other Party is in material breach of this Agreement, provided that the breaching Party is given written notice of such breach and the breach is not cured within thirty (30) days of the notice. In the event that either Party terminates this Agreement prior to the completion or final delivery of Products and/or Services hereunder, Customer shall be liable to Dataprise for any products delivered or services rendered prior to the termination, including any hourly non-recurring services that may have accrued.

B. Payment Terms

1. RECURRING SERVICES. Customer will be billed monthly for recurring services, subject to credit approval. Payments are due within thirty (30) days of the invoice date.
2. PROJECT OR FIXED PRICE. For project or fixed price services, 50% payment is due upon execution of this Agreement and the remaining 50% will be invoiced upon completion and due within thirty (30) days of the invoice date.
3. All payments shall be made in US dollars payable to "Dataprise".
4. A finance charge of 1.5% will be applied monthly on all unpaid balances after they become due. A service charge of $50 will be assessed for any returned checks.
5. If the amount due Dataprise must be collected by or through an attorney, collections agency, or otherwise adjudicated, Customer will be liable to Dataprise for all reasonable attorney's fees and court costs incurred.
6. If Customer fails to pay within thirty (30) days of the invoice date, Customer will be considered in default. In the event of Customer's default, Dataprise reserves the right to either suspend Services under this Agreement until payment is received, or to terminate this Agreement for Cause, both within thirty (30) days after providing notice to Customer.

C. Warranties and Liability

1. FORCE MAJEURE. Neither Party shall be liable for delays or failure to perform under this Agreement resulting from a force majeure event including, but not limited to, war, terrorism, strikes, riots, fire, flood, power failure, pandemic, governmental restrictions, acts of God, or any other causes that are beyond the reasonable control of such Party.
2. WARRANTIES. Dataprise warrants that the Services will be performed in a professional and workmanlike manner, consistent with prevailing industry standards. Warranties of any and all third-party hardware equipment, software applications, and Software as a Service (SaaS) applications, if applicable, are provided directly by their respective manufacturers. Dataprise assumes no risk whatsoever for any defective items but will use commercially reasonable efforts in assisting Customer in obtaining repair or replacement items under manufacturers' warranty. It is expressly understood and agreed that Dataprise makes no guarantees or promises to Customer with respect to the exact date of complete delivery, installation, and operational status of the Services but will use commercially reasonable efforts within its control in adhering to any proposed schedules or timelines provided to Customer. THE LIMITED WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE SERVICES OR PRODUCTS PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM, AND AS TO ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DATAPRISE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES FOR LOSS OF PROFITS OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PERFORMANCE OR BREACH THEREOF, THE SERVICES PROVIDED OR FAILED TO BE PROVIDED, INCLUDING BUT NOT LIMITED TO ANY DELAY, NON-DELIVERY, WRONG DELIVERY, SERVICE INTERRUPTION OR LOSS OF ACTUAL OR ANTICIPATED VALUE OF THE BUSINESS, EVEN IF DATAPRISE HAS BEEN WARNED OF SUCH LOSS.
3. LIMITATION OF LIABILITY. Dataprise's total liability under this Agreement shall in no event exceed the amounts paid by Customer to Dataprise in the six (6) months preceding the event giving rise to such liability.
4. INDEMNIFICATION. Each Party agrees to indemnify and hold harmless the other Party, and its parents, subsidiaries, affiliates, officers, directors, shareholders, employees and agents, from any claim or demand, including reasonable attorneys' fees, made by a third party due to or arising out of: (1) any alleged violation of any intellectual property rights of another, including but not limited to the use of any content, trademarks, service marks, trade names, copyrighted or patented material, or other intellectual property used in connection with the Services provided under this Agreement; (2) any violation of law by the indemnifying Party; or (3) any bodily injury, or damage to real or tangible personal or property to the extent proximately caused by the indemnifying Party's negligence or willful misconduct in the course of performing this Agreement. Dataprise reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer but doing so shall not excuse Customer's indemnity obligations.

D. Additional Service Terms

1. EXPENSES. Customer will be invoiced separately for any procurement expenses for equipment or other hardware, or software as may be provided by Dataprise and preapproved by Customer.
2. SCHEDULED VISIT CANCELATIONS. Twenty-four (24) hours' notice is required for any cancellation or rescheduling of regularly scheduled or planned on-site visits or scheduled appointments for remote Services. Failure to provide such notice may result, at Dataprise's sole discretion, in the charging of the corresponding anticipated fees.
3. EXTENDED TRAVEL CHARGES. Additional charges may apply for on-site travel greater than 100 miles on behalf of Customer from a Dataprise service office location. A complete list of Dataprise service office locations may be found at http://www.dataprise.com.
4. EQUIPMENT SALES. All hardware and software equipment sales provided hereunder are final and products listed herein may not be returned unless previously authorized. Final return authorization is subject to original equipment manufacturer (OEM) approval. Equipment pricing is subject to fluctuations due to changing market conditions and availability and cannot be guaranteed. Consequently, Dataprise may cancel or offer substitutions on those items that, at time of order, are no longer available at the prices quoted herein.
5. MANAGED CLOUD SERVICES, MICROSOFT SERVICES, AND ADDITIONAL TERMS. In addition to the Services specified herein, Customer may receive remote managed or cloud-based Services including, but not limited to: Managed Workstation Services, Web URL Filtering, Remote Data Backup, Remote Network Monitoring, Internet Domain Management, Anti-SPAM Service, Microsoft Cloud Services, Microsoft Office 365, Microsoft Azure, and other hosting or cloud-based services (Collectively the "Managed Cloud Services"). Additional terms and restrictions may apply under the Dataprise Managed Services/Managed Cloud Services Agreement ("Dataprise MSA") which can be found online at http://www.dataprise.com/legal/msa and may be amended by Dataprise from time to time. In addition, desktop and server portions of any Managed Cloud Services that are installed on Customer equipment are governed under a Dataprise End User License Agreement ("Dataprise EULA") for desktop and server software which can be found online at http://www.dataprise.com/eula and may be amended by Dataprise from time to time. Both the Dataprise MSA and Dataprise EULA are both, as applicable, incorporated by reference herein and made part of this Agreement. If Microsoft Software is provided as part of the Services, additional restrictions may apply under Microsoft Corporation's licensing terms, including but not limited to, limits on the number of authenticated users. Partner Admin Link (PAL), Claimed Partner of Record (CPOR), and Granular Delegated Admin Privileges (GDAP) registration for Dataprise is required if Microsoft365, Dynamics365, or Azure services are included in this Agreement. Customer acknowledges that Dataprise may receive monetary fees, commissions, or compensation from Microsoft in connection with this Agreement. Customer is responsible for adhering to any additional Microsoft terms.

E. Miscellaneous

1. ENTIRE AGREEMENT. This Agreement supersedes all previous proposals and discussions and reflects the final understanding between Dataprise and Customer with respect to the subject matter of this Agreement. This Agreement may not be modified, amended, rescinded, or canceled, in whole or in part, except by written agreement signed by an authorized representative of both Parties.
2. ORIGINAL SIGNATURE. The Parties agree and attest that any authorized signature by facsimile or electronically (PDF) is deemed to be an original.
3. COUNTERPARTS. This Agreement may be executed in separate counterparts, each of which shall be deemed an original and all of which shall constitute a complete agreement.
4. ASSIGNMENT. Customer may not assign any rights or delegate any duties under this Agreement in whole or in part without Dataprise's prior written consent (which shall not be unreasonably withheld) and any such attempted assignment shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of each of the Parties, their successors, and permitted assigns.
5. SEVERABILITY. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect.
6. NO WAIVER. No failure or delay on the part of Dataprise to exercise or enforce any of the terms of this Agreement or rights or remedies under this Agreement will constitute a waiver thereof.
7. INDEPENDENT CONTRACTOR. Dataprise is and shall at all times be an independent contractor and shall not be deemed an employee or agent of Customer. Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture between the Parties.
8. NON-SOLICITATION OF PERSONNEL. Customer hereby understands and agrees that Dataprise spends considerable time and money hiring, training and growing its professional staff and that its staff is generally utilized among many different clients. Accordingly, Customer agrees that it will not solicit for employment, hire or contract with any of Dataprise's existing or former technical or professional personnel, or consultants and/or contractors, assigned either directly or indirectly to Customer's account during the term of this Agreement and for a period of two years from its termination, regardless of the reason for termination. Customer agrees to pay Dataprise the amount equal to the target annual earnings of the Dataprise employee solicited by Customer as liquidated damages for any breach of this provision and for each occurrence thereof. For this purpose, solicitation does not include contact resulting from indirect means such as public advertisement, Internet postings, placement firm searches or similar means to which the employee responds on his or her own initiative, provided that such indirect means are not used for the purpose of circumventing this section. This provision shall survive the termination of this Agreement for any reason.
9. NOTICES. All notices, requests, demands and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given on receipt if delivered personally, upon receipt of a facsimile confirmation if faxed, two (2) days after being sent by a nationally recognized overnight carrier, three (3) days after being mailed by certified mail, postage prepaid, return receipt requested, or the day such notice or communication is sent electronically (including PDF), provided that the sender has received a confirmation of such electronic transmission. Notices to Dataprise shall be addressed to the attention of Legal Department (LegalNotices@Dataprise.com) and notices to Customer shall be sent to the address initially provided for Customer's account, or to such other address as a party may specify in a notice pursuant to this provision.
10. PREVAILING PARTY. If any litigation or other court action, arbitration or similar adjudicatory proceeding is commenced by any Party to enforce its rights under this Agreement against the other Party, all fees, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, incurred by the prevailing Party in such litigation, action, arbitration or proceeding shall be reimbursed by the losing Party; provided, that if a Party to such litigation, action, arbitration or proceeding prevails in part, and loses in part, the court, arbitrator or other adjudicator presiding over such litigation, action, arbitration or proceeding shall award a reimbursement of the fees, costs and expenses incurred by such Party on an equitable basis.
11. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Maryland. Any actions to interpret or enforce this Agreement shall be solely brought in the State of Maryland, and, to the extent permitted by law, the Parties agree that the venue for such action shall be in the County of Montgomery.

IN WITNESS WHEREOF, this Agreement has been duly executed on ___(Date)_____, by;

Dataprise, LLC	**Company:**
Signature:	Signature:
Name:	Name:
Title:	Title:
Address: 9600 Blackwell Road, 4th Floor Rockville, MD 20850	Address:
Main: 301.945.0700	Main:

IMPORTANT

THIS AGREEMENT IS INTENDED TO BE LEGALLY BINDING. BY CLICKING THE "AGREE" OR "ACCEPT" BUTTON BELOW AND/OR CONTINUING TO DOWNLOAD, INSTALL OR USE TENABLE SOFTWARE AND OR SERVICES (OR AUTHORIZING/ALLOWING A THIRD PARTY TO DO SO ON YOUR BEHALF), YOU INDICATE:

(1) YOUR ACCEPTANCE OF THIS AGREEMENT;

(2) YOU ACKNOWLEDGE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM; AND

(3) YOU ARE AUTHORIZED TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT.

IF YOU DO NOT WISH TO ACCEPT THE TERMS OF THIS AGREEMENT OR ARE NOT AUTHORIZED TO DO SO PLEASE CLICK THE "REJECT" OR "DECLINE" OR OTHER SIMILAR BUTTON AND DO NOT PROCEED TO DOWNLOAD, INSTALL OR USE THIS PRODUCT.

TENABLE MASTER AGREEMENT

This Master Agreement (this "Agreement") is made by and between Tenable (as defined below) and the customer licensing Products and/or receiving services ("Customer") with an effective date as of the date Customer clicks to accept this Agreement (the "Effective Date"). Hereinafter, each of Tenable and Customer may be referred to collectively as the "Parties" or individually as a "Party".

1. Definitions.

(a) "Affiliate" means any entity that controls, is controlled by, or is under common control with a Party. "Control" shall mean: (1) ownership (either directly or indirectly) of greater than fifty percent (50%) of the voting equity or other controlling equity of another entity; or (2) power of one entity to direct the management or policies of another entity, by contract or otherwise.

(b) "Documentation" means the then-current official user manuals and/or documentation for the Products available at docs.tenable.com.

(c) "Hosted Services" are a type of service offered through the Tenable's cloud-based software as a service (SaaS) platform and include Scans and access to and use of the hosted environment (the "Hosted Environment").

(d) "Product(s)" means any of the products that Tenable offers, including Software, Hosted Services, Hardware (if any), Support Services and Professional Services.

(e) "Professional Services" means services purchased, including consulting services which are relevant to the implementation and configurations of Tenable Products as well as on-site or virtual training courses. Generally, Professional Services are defined either in a separate SOW or a Services Brief. Professional Services do not include the Hosted Services or Support Services.

(f) "Scan(s)" are a function performed by the Software and/or the Hosted Services on Scan Targets, which are conducted in order to provide data to Customer regarding its network security. "PCI Scans" are a specific type of Scan designed to assess compliance with the Payment Card Industry Data Security Standard. "Scan Data" is the resulting information created by the Scan. "Scan Target(s)" are the targets or subjects of a Scan.

(g) "Services Brief" means the document which outlines Tenable's basic, pre-packaged installation or training Professional Services offered under a Tenable SKU and which do not require a separate SOW. Current versions of Services Briefs may be found at http://static.tenable.com/prod_docs/tenable_slas.html or a successor location. For the avoidance of doubt, Customer may purchase commercial off the shelf SKU-based Professional Services without executing a separate Statement of Work. A "SOW" or "Statement of Work" shall further describe Professional Services, the terms of which may be customized and which shall require execution by the Customer.

(h) "Software" means each software product made available by Tenable under this Agreement for download. Software includes patches, updates, improvements, additions, enhancements and other modifications or revised versions of the same that may be provided to Customer by Tenable from time to time.

(i) "Tenable" means: (i) Tenable, Inc., if Customer is a commercial entity or individual located in North or South America (Tenable, Inc. is a Delaware corporation having offices at 6100 Merriweather Drive, 12th Floor, Columbia, MD 21044); (ii) Tenable Public Sector LLC, if Customer is an agency or instrumentality of the United States Government, a commercial entity operating

predominantly as a federal systems integrator for eventual sale or resale or for the benefit of the United States Government, or an agency or instrumentality of a State or local government within the United States (Tenable Public Sector LLC is a Delaware limited liability company having offices at 6100 Merriweather Drive, 12th Floor, Columbia, MD 21044); or (iii) Tenable Network Security Ireland Limited, if Customer is located outside of North or South America (Tenable Network Security Ireland Limited is a private limited company having offices at 81b Campshires, Sir John Rogerson's Quay, Dublin 2, Ireland).

2. Orders and Transactions.

(a) Reseller Transactions. If Customer purchases Tenable Products through an authorized Tenable reseller (a "Reseller"), all terms related to pricing, billing, invoicing and payment ("Payment Terms") set forth in this Agreement (if any) shall not apply. For the avoidance of doubt, all such Payment Terms shall be as agreed to between Customer and Reseller. To place an order, Customer shall provide the Reseller with a purchase order (or other similar document acceptable to Reseller) in response to a valid quote from such Reseller. Following Reseller's receipt of such purchase order, Tenable shall issue a sales order confirmation or other similar order acceptance document (the "Ordering Document"). No order shall be deemed accepted by Tenable until Tenable issues the Ordering Document. The Ordering Document shall set forth all Products (and corresponding licensing metrics) purchased by Customer.

(b) Direct Transactions. If the Parties have agreed to transact directly, the following Payment Terms shall apply. Customer agrees to pay all amounts due as specified in a Tenable invoice. Fees for Hosted Services are charged for access to the Host Environment (as defined herein), not actual usage. Customer further agrees to pay for actual travel and living expenses for Professional Services where Tenable is conducting on-site work. Payment is due within thirty (30) days from the date of Tenable's invoice to Customer. Customer will pay directly or reimburse Tenable for any taxes (including, sales or excise taxes, value added taxes, gross receipt taxes, landing fees, import duties and the like), however designated and whether foreign or domestic, imposed on or arising out of this Agreement. Notwithstanding the foregoing, Tenable will be solely responsible for its income tax obligations and all employer reporting and payment obligations with respect to its personnel. Customer agrees to pay Tenable without deducting any present or future taxes, withholdings or other charges except those deductions it is legally required to make. If Customer is legally required to make any deductions or withholding, Customer agrees to provide evidence of such withholding upon request. If a certificate of exemption or similar document or proceeding is necessary in order to exempt any transaction from a tax, Customer shall provide such certificate or document to Tenable.

(c) Delivery and Installation. Delivery of Tenable Products ("Delivery") shall be deemed to occur on the date of availability for electronic download or electronic access. Tenable has no duty to provide installation services for Tenable Products unless installation services are purchased separately.

3. Term and Termination.

(a) Agreement Term. This Agreement shall commence upon the Effective Date and continue until terminated in accordance with the terms set forth herein.

(b) License Term and Renewals. The "License Term" is the term of the license or subscription for Products as set forth in the Ordering Document. If this Agreement has been signed by both Parties, then unless otherwise agreed to in writing, any License Term, including renewals, shall be governed by the terms set forth herein. If this Agreement has been accepted via shrinkwrap or click-through, upon any renewal of the License Term, the terms then available at http://static.tenable.com/prod_docs/tenable_slas.html (or a successor location) will govern such renewal. Customer agrees that use of the Products at the time of such renewal will be deemed full and adequate acceptance of the updated terms.

(c) Termination for Cause. Either Party may terminate this Agreement for cause if the other Party materially breaches this Agreement provided that such breaching Party has received written notice of such breach and failed to cure such breach within thirty (30) days. If this Agreement is terminated for cause by either Party, Customer shall remove all copies of the Products from any Customer systems and cease to use any Software or Hosted Services purchased hereunder. Further, Customer shall certify to Tenable that it has returned or destroyed all copies of the Software. If this Agreement is terminated for cause by Tenable, Customer shall remain responsible for any outstanding payment obligations throughout the rest of the License Term.

(d) Termination for Convenience. Customer may terminate this Agreement for any lawful reason upon ninety (90) days' prior written notice to Tenable. If Customer terminates for convenience, Customer shall not receive a refund and shall remain obligated to pay for Products for which it has previously entered into a transaction as well as any additional payment obligations agreed upon prior to the termination date.

4. Products.

(a) Product-Specific Terms. Pursuant to this Agreement, Customer may receive the right to use various Products as further described in the attached schedules (each, a "Schedule"). Terms related to Customer's use of Software are described in Schedule A (Software). Terms related to Customer's use of Hosted Services are described in Schedule B (Hosted Services). Terms related to the provision of Professional Services are described in Schedule C (Professional Services). For each Product, Customer will have the right to use the corresponding Documentation.

(b) Licensing Model. Product licenses shall be in accordance with the terms of the applicable licensing model as set forth in the Documentation and/or the Ordering Document, which may include limitations on Scan Targets, License Term, the number of users, seats, licenses and/or types of modules licensed. Product licenses shall commence upon Delivery and shall be either perpetual or subscription in nature. If Customer exceeds the license restrictions, Customer must purchase an upgraded license to allow for all actual or additional usage.

(c) Restrictions on Use. Customer shall not directly or indirectly: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive, obtain or modify the source code of the Products; (ii) reproduce, modify, translate or create derivative works of all or any part of the Products; (iii) remove, alter or obscure any proprietary notice, labels, or marks on the Products; (iv) without Tenable's prior written consent, use the Products in a service bureau, application service provider or similar capacity; (v) without signing Tenable's Managed Security Services Provider Addendum, use the Products to provide any managed service to a third party; (vi) use the Products to gather information from Nessus Essentials scanners; (vii) use the Products in order to create competitive analysis or a competitive product or service; (viii) copy any ideas, features, functions or graphics in the Product; (ix) without Tenable's prior written consent, interfere with or disrupt performance of Hosted Services (e.g., perform penetration testing on Tenable systems); or (x) use the Products to manage or gather information from Scan Targets not owned or hosted by (A) Customer, (B) Customer's Affiliates, or (C) third parties for which Customer does not have authorization to Scan.

(d) Intellectual Property in Products. This Agreement does not transfer to Customer any title to or any ownership right or interest in the Products. Any rights in the Products not expressly granted in this Agreement are reserved by Tenable. If Customer provides Tenable with any comments, suggestions, or other feedback regarding the Product, Customer hereby assigns to Tenable all right, title and interest in and to such feedback.

(e) Customer Requirements. In order to use the Products, Customer must meet or exceed the specifications found in the Tenable General Requirements document, available at docs.tenable.com (or a successor location).

(f) Product Features. Customer agrees that purchase of any Product is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Tenable regarding future functionality or features. Tenable reserves the right to withdraw features from future versions of the Products provided that: (i) the core functionality of the affected Product remains the same; or (ii) Customer is offered access to a product or service providing materially similar functionality as the functionality removed from the affected Product. The preceding remedies under this Section 4(f) are the sole remedies available if Tenable withdraws features from the Products.

(g) Telemetry. Customer agrees to provide certain necessary Scan information, which may include the number of Scan Targets managed with the Product for billing purposes, behavioral attributes such as whether or not certain features in the Product are utilized, or other relevant information ("Technical Data"). Technical Data cannot be attributed to an individual user/administrator of the Product. Tenable may use Technical Data for reasonable business purposes, including product support, license validation and research and development. Tenable agrees to only disclose Technical Data which has been properly anonymized and cannot be attributed to Customer.

(h) Hardware. Any Hardware purchased under this Agreement (if any) will be subject to the terms and conditions of Schedule D located at http://static.tenable.com/prod_docs/tenable_slas.html (or a successor location).

(i) Additional Details on Use Restrictions for Tenable Security Network Ireland Limited. The following shall only apply for transactions with Tenable Security Network Ireland Limited. Notwithstanding anything in Section 4(c), decompiling the Product is permitted to the extent the laws of Customer's jurisdiction give Customer the right to do so to obtain information necessary to render the Products interoperable with other software; provided, however, that Customer must first request such information from Tenable and Tenable may, in its discretion, either provide such information to Customer or impose reasonable conditions, including a reasonable fee, on such use of the Products to ensure that its proprietary rights in the Product are protected.

5. Support.

(a) Support Services. Tenable shall provide Customer with support services (the "Support Services") in accordance with Tenable's then-current Technical Support Plans and consistent with Tenable's Product Lifecycle Policy, each of which is available at http://static.tenable.com/prod_docs/tenable_slas.html (or a successor location). The Support Services include bug fixes, updates (including new vulnerability plug-ins), or enhancements that Tenable makes generally available to users of the Products. The Support Services also include the provision of new minor (Example: 1.1.x to 1.2.x, etc.) and major version releases of the Products (Example: 1.x to 2.x, etc.).

(b) Support Fees. Standard Support Services for Products licensed for a finite License Term will be provided at no additional charge beyond the license fee for the duration of the License Term. Support Services for Products licensed on a perpetual basis must be purchased separately in advance. In all cases, premium support may be purchased at an additional charge. If during the course of a perpetual license Customer terminates or fails to renew the Support Services, Customer may, at any time during the term of this Agreement, request that Tenable reinstate the Support Services provided that Customer pays for the lapsed Support Services in an amount equal to the total fees Customer would have paid for the Support Services between the time Customer's Support Services lapsed and the then-current date.

6. Confidentiality.

(a) Definition. "Confidential Information" means information learned or disclosed by a Party under this Agreement that should reasonably be assumed to be confidential or proprietary, including the Products and the terms of this Agreement. Confidential Information will remain the property of the disclosing Party, and the receiving Party will not be deemed by virtue of this Agreement or any access to the Confidential Information to have acquired any right, title or interest in or to the Confidential Information.

(b) Obligations. Each Party agrees to only use the Confidential Information in connection with this Agreement or a purchase hereunder. The receiving Party agrees to hold the disclosing Party's Confidential Information confidential using at least the same level of protection against unauthorized disclosure or use as the receiving Party normally uses to protect its own information of a similar character, but in no event less than a reasonable degree of care. Each Party may share Confidential Information with its Affiliates or authorized contractors in the performance of its duties under this Agreement; provided, however, that each Party shall be responsible to ensure that such Affiliate or authorized contractors are bound by obligations of confidentiality at least as stringent as those set forth in this Agreement.

(c) Exclusions. Confidential Information shall not include information that: (i) is already known to the receiving Party free of any confidentiality obligation; (ii) is or becomes publicly known through no wrongful act of the receiving Party; (iii) is rightfully received by the receiving Party from a third party without any restriction or confidentiality; or (iv) is independently developed by the receiving Party without reference to the Confidential Information. Confidential Information does not include Scan Data that has been aggregated or anonymized so that it is not attributable to the disclosing Party. Furthermore, if Customer intentionally or unintentionally requests or performs scans on third party Scan Targets, Customer agrees that Tenable may provide all relevant information (which may include Customer-provided personal information) to the owner of the Scan Targets of such unlawful or impermissible scanning as well as to relevant legal authorities, and such disclosure shall not be considered a breach of confidentiality.

(d) Sensitive Information. The Parties agree that Customer's disclosure of sensitive, personal information (e.g., social security numbers, national identity card numbers, personal credit card information, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, and health care data) ("Sensitive Information") is not required for Tenable to perform its duties under this Agreement or sell any Products hereunder. If Customer inadvertently or unintentionally discloses any Sensitive Information to Tenable, Customer shall identify to Tenable that it has disclosed Sensitive Information and Tenable shall promptly return and/or destroy such Sensitive Information.

(e) Legal Disclosures; Remedies. The receiving Party may disclose Confidential Information if required to do so by law provided the receiving Party shall promptly notify the disclosing Party so that the disclosing Party may seek any appropriate protective order and/or take any other action to prevent or limit such disclosure. If required hereunder, the receiving Party shall furnish only that portion of the Confidential Information disclosure of which is legally required. The receiving Party acknowledges and agrees that the breach of any term, covenant or provision of this Agreement may cause irreparable harm to the disclosing Party and, accordingly, upon the threatened or actual breach by the receiving Party of any term, covenant or provision of this Agreement, the disclosing Party shall be entitled to seek injunctive relief, together with any other remedy available at law or in equity. The receiving Party will notify the disclosing Party promptly of any unauthorized use or disclosure of the disclosing Party's Confidential Information.

7. Representations and Warranties; Disclaimer.

(a) Warranty of Authority. The Parties hereby represent and warrant that they have the full power and authority to enter into this Agreement.

(b) Products. Product warranties and associated warranty periods are set forth in the relevant Schedules.

(c) Antivirus Warranty. Tenable represents it has taken commercially reasonable efforts to ensure that the Products, at the time of Delivery, are free from any known and undisclosed virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design that would erase data or programming or otherwise cause the Products to become inoperable or incapable of being used in the manner for which it was designed or in accordance with the Documentation.

(d) Warranty Disclaimer. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT AND TO THE GREATEST EXTENT PERMITTED BY LAW, TENABLE OFFERS ITS PRODUCTS "AS-IS" AND MAKES NO OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, INTEGRATION, PERFORMANCE AND ACCURACY, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE MADE TO CUSTOMER FOR CUSTOMER'S BENEFIT ONLY. CUSTOMER'S USE OF THE PRODUCTS IS AT CUSTOMER'S OWN RISK. CUSTOMER UNDERSTANDS THAT ASSESSING NETWORK SECURITY IS A COMPLEX PROCEDURE, AND TENABLE DOES NOT GUARANTEE THAT THE RESULTS OF THE PRODUCTS WILL BE ERROR-FREE OR PROVIDE A COMPLETE AND ACCURATE PICTURE OF CUSTOMER'S SECURITY FLAWS, AND CUSTOMER AGREES NOT TO RELY SOLELY ON SUCH PRODUCTS IN DEVELOPING ITS SECURITY STRATEGY. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS MAY RESULT IN LOSS OF SERVICE OR HAVE OTHER IMPACTS TO NETWORKS, ASSETS OR COMPUTERS (INCLUDING MODIFICATION OF SCAN TARGETS), AND CUSTOMER IS SOLELY RESPONSIBLE FOR ANY DAMAGES RELATING TO SUCH LOSS OR IMPACT.

8. Limitation of Liability.

(a) Direct Damages. The cumulative liability of one Party to the other for all claims arising from or relating to the Products or this Agreement (including without limitation, any cause of action sounding in contract, tort or strict liability) shall be limited to proven direct damages in an amount not to exceed, in the aggregate, the fees paid by Customer for the Products over the twelve (12) months immediately prior to the event giving rise to the claim.

(b) Indirect Damages. Neither Party shall be liable to the other for any indirect, incidental, special, punitive, consequential or exemplary damages regardless of the nature of the claim. This prohibition on indirect damages shall include, but not be limited to, claims based on lost profits, cost of delay, any failure of delivery, business interruption, cost of lost or damaged data, or liabilities to any third parties even if such Party is advised of the possibility thereof.

(c) Carve Outs. The liability caps set forth in Sections 8(a) and 8(b) shall not apply to damages resulting from:

(i) personal injury or death;
(ii) fraud or willful misconduct;
(iii) indemnification obligations set forth in Section 9 (Indemnification); or
(iv) Customer's breach of Section 4(c) (Restrictions on Use).

(d) Limitations; Time Period. Each of the limitations set forth in this Section 8 shall be enforced to the fullest extent of the law. Any laws preventing such limitations shall only apply to the extent required by law and the remaining unaffected terms shall apply in full. Unless expressly prohibited by law, each Party shall have a period of no greater than twelve (12) months from the date the cause of action accrues to bring a claim against the other Party for such cause of action.

9. Indemnification.

(a) Indemnification Obligations.

(i) By Tenable. Tenable shall (at its sole cost and expense): (i) defend and/or settle on behalf of Customer (including Customer's officers, directors, employees, representatives and agents); and (ii) indemnify Customer for, any third party claims brought against Customer based upon a claim that Customer's use of the Products in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights in a jurisdiction which is signatory to the Berne Convention.

(ii) By Customer. Customer shall (at its sole cost and expense): (i) defend and/or settle on behalf of Tenable (including Tenable's officers, directors, employees, representatives and agents) and (ii) indemnify Tenable for, any third party claims brought against Tenable arising out of or relating to Customer's use of the Products to perform Scans on third party Scan Targets, except to the extent that any such claim or action is caused by a failure of the Products to materially comply with the Documentation.

(b) In Case of Infringement. If Customer's use of the Products is, or in Tenable's opinion is likely to be, the subject of an infringement claim, Tenable may, in its sole discretion and expense: (i) modify or replace the infringing Products as necessary to avoid infringement, provided that the replacement Products are substantially similar in functionality; (ii) procure the right for Customer to continue using the infringing Products; or (iii) terminate this Agreement and, upon Customer's return or certified destruction of the infringing Product, provide Customer a pro-rata refund calculated as follows: (x) for infringing Products licensed on a subscription basis, the refund shall consist of any prepaid but unused fees for the remainder of the applicable License Term; or (y) for infringing Software licensed on a perpetual basis or infringing Hardware, the refund shall consist of a straight line depreciation of the license fee based on a three (3) year useful life as well as any prepaid but unused fees for separately charged Support Services. This Section 9 sets forth Tenable's sole and exclusive liability and Customer's sole and exclusive remedy with respect to any claim of intellectual property infringement.

(c) Exclusions. Tenable shall have no liability with respect to a third party intellectual property infringement claim arising out of: (i) modifications of the Product made to conform with Customer's specifications; (ii) modifications of the Product made by anyone other than Tenable or a Tenable authorized third party; (iii) Customer's use of the Product in combination with other products or services not provided by Tenable; (iv) Customer's failure to use any updated versions of the Product made available by Tenable; or (v) Customer's use of the Product in a manner not permitted by this Agreement or otherwise not in accordance with the Documentation.

(d) Requirements. The indemnitor shall only be responsible for the indemnification obligations set forth in this Section 9 if the indemnitee: (i) provides the indemnitor prompt written notice of such action or claim; (ii) gives the indemnitor the right to control and direct the investigation, defense, and/or settlement of such action or claim; (iii) reasonably cooperates with the indemnitor in the defense of such a claim (at the indemnitor's expense); and (iv) is not in breach of this Agreement. Nothing herein shall prevent the indemnitee from engaging in defense of any such claim with its own legal representation, provided that this does not materially prejudice the indemnitor's defense. The indemnitor may not settle any claim on behalf of the indemnitee without obtaining the indemnitee's prior written consent; provided, however, the indemnitor shall not be required to obtain consent to settle a claim which settlement consists solely of: (x) discontinued use of infringing Products and/or (y) the payment of money for which the indemnitor has a duty to indemnify.

10. Legal Compliance.

(a) Generally. The Products are intended solely for lawful purposes and use. Both Parties, and their agents and Affiliates, agree to perform their respective obligations in an ethical manner that complies with all applicable national, federal, state and local laws, statutes, ordinances, regulations and codes ("Applicable Laws") including, without limitation, the Computer Fraud and Abuse Act (CFAA), 18 USC Sec. 1030, the U.S. Foreign Corrupt Practices Act of 1977, as amended, and the UK Bribery Act of 2010. If Customer violates this Section 10, Tenable may terminate this Agreement immediately.

(b) Trade Controls. Applicable Laws include U.S. export laws (including the International Traffic in Arms Regulation (ITAR), 22 CFR 120-130, and the Export Administration Regulation (EAR), 15 CFR Parts 730 *et seq*.) and the anti-boycott rules implemented by the Departments of Commerce and Treasury. Customer agrees that it will be the exporter of record any time it causes the Products to be accessed outside the United States or by a national of any country other than the United States. The Parties further agree to comply with trade and economic sanctions, rules, and regulations of the United States, European Union, EU member states, United Kingdom and other applicable government authorities and shall not engage in prohibited trade to persons or entities who are the subject of an active sanction, embargo, or executive order. Customer hereby acknowledges and confirms that Customer (including Customer's officers, directors, employees, representatives and agents): (i) is not included on, owned or controlled by an individual or entity included on, or acting on behalf of an individual or entity included on any of the restricted party lists maintained by the U.S. Government (e.g., Specially Designated Nationals List, Foreign Sanctions Evader List, Sectoral Sanctions Identification List, Denied Persons List, Unverified List, Entity List or List of Statutorily Debarred Parties) (collectively, "Restricted Parties"); (ii) will not export, re-export, transfer, re-transfer or otherwise ship, directly or indirectly, the Products or related technology to or for use by Restricted Parties; (iii) will not export, re-export, transfer, re-transfer or otherwise ship, directly or indirectly, the Products or related technology to or for use in or by countries or territories subject to U.S. economic sanctions (e.g., Crimea, Cuba, Iran, North Korea, or Syria); or (iv) will not use or sell the Products for nuclear end-uses, rocket systems, unmanned air vehicles, chemical or biological weapons, maritime nuclear propulsion, weapons of mass destruction or other restricted end-uses except to the extent consistent with Trade Control Laws.

(c) Data Processing Addendum. To the extent applicable, if Tenable is processing personal information on behalf of Customer under any applicable data protection law (e.g., the European Union's General Data Protection Regulation 2016/679), then such

processing shall be in accordance with Tenable's Data Processing Addendum located at http://static.tenable.com/prod_docs/tenable_slas.html (or successor location).

11. Governing Law; Venue.

(a) For transactions with Tenable, Inc. and Tenable Public Sector LLC, this Agreement shall be governed in all respects by the laws of the State of Delaware, USA, without regard to choice-of-law rules or principles. The Parties agree that: (i) no aspect or provision of the Uniform Computer Information Transactions Act shall apply to this Agreement; and (ii) this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. The Parties hereby submit to the exclusive jurisdiction of the courts of Howard County, Maryland, and the United States District Court for Maryland, Baltimore Division, for any question or dispute arising out of or relating to this Agreement. Due to the high costs and time involved in commercial litigation before a jury, the Parties waive all right to a jury trial with respect to any issues in any action or proceeding arising out of or related to this Agreement.

(b) For transactions with Tenable Network Security Ireland Limited, this Agreement and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute or regulation or otherwise) ("Disputes") shall be governed by, and construed in accordance with, the laws of Ireland. Customer expressly agrees with Tenable that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. All Disputes arising out of or relating to this Agreement shall be subject to arbitration within the meaning of the Arbitration Act 2010 or any legislation amending or repealing that act and shall be an arbitration conducted in Dublin, Ireland in the English language and shall be governed by the Arbitration Act 2010. Notwithstanding the foregoing, nothing in this Agreement shall limit the right of either Party to seek any injunctive, equitable or other interlocutory relief as it may be entitled to in the Courts of Ireland.

12. Other Legal Clauses.

(a) Third Parties. Customer may permit a third party ("Customer's Agent") to use the Products to perform security services for and on behalf of Customer but solely for Customer's benefit and solely for Customer's internal business purposes. Customer shall be fully responsible for Customer's Agent's use of the Products, including liability for any breach of this Agreement or use beyond the licensed quantities set forth in the Ordering Document. If Customer elects to utilize a Customer's Agent to perform Scans on its behalf, then only Customer's Agent (and not Customer) will be permitted to contact Tenable Support Services. Tenable shall have the right to withdraw its consent to the use of any Customer's Agent in its reasonable discretion.

(b) Notices. Any legal notices or other communication pursuant to this Agreement must be in writing, in English, and will be deemed to have been duly given when delivered if delivered personally or sent by recognized overnight express courier. All notices to Tenable must be sent to the address described in this Agreement to the attention of the Legal Department (unless otherwise specified by Tenable). All notices Tenable sends to Customer shall be at the physical address referenced in this Agreement (or otherwise provided to Tenable). Tenable may provide notices with regard to Products via the email address Customer provided during Product registration and Customer hereby consents to receive such communications from Tenable in an electronic form.

(c) Assignment. Neither Party may assign or otherwise transfer this Agreement without the other Party's prior written consent, which will not be unreasonably withheld; provided, however, either Party may transfer this Agreement to an Affiliate or in connection with a merger or sale of all (or substantially all) of the stock or other ownership units of such Party.

(d) Force Majeure. With the exception of payment, neither Party shall be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, Internet service provider failures or delays, civil unrest, war or military hostilities, or criminal acts of third parties, and any delivery date shall be extended to the extent of any resulting delay.

(e) Language. The language of this Agreement is English and all invoices and other documents given under this Agreement must be in English to be effective. No translation, if any, of this Agreement or any notice will be of any effect in the interpretation of this Agreement or in determining the intent of the parties. The Parties have expressly agreed that all invoices and related documents be drafted in English. The following shall apply solely for Agreements which are under French Canadian jurisdiction: *C'est la volonté expresse des parties que la presente convention ainsi que les documents qui s'y rattacent soient rediges en anglais.*

13. Evaluations and NFR Licenses.

(a) Evaluations. If Customer wants to conduct an evaluation, proof of value or other similar trial of Tenable Products ("Evaluation Products"), Tenable may (in its sole discretion) provide evaluation licenses for such Evaluation Products in accordance with the following: (i) Customer shall have no obligation to make payment for such Evaluation Product for such evaluation usage; (ii) the license term will expire at the end of the agreed-upon evaluation period, at which time Customer must either return or destroy the Software and cease access to the Hosted Services; and (iii) Tenable shall have no obligation to provide Support Services. Customers may not use the Evaluation Products to scan third party Scan Targets or provide a service to Customer's clients.

(b) Technology Partners. Tenable in its sole discretion may allow Customers who are technology partners (a "Technology Partner") to obtain an Evaluation license and use such evaluation license to create an interoperability ("Interoperability") between Tenable Products and their own products. At the conclusion of the Evaluation Term, Customer may apply for an NFR license at which time Tenable may convert the Evaluation license to an NFR license. Tenable's conversion to an NFR license shall be at Tenable's sole discretion and may require Interoperability validation by Tenable.

(c) NFR. If Customer is a sales partner or Technology Partner to whom a "Not For Resale" or "NFR" license has been granted, Customer's license to the Product will commence upon Delivery and continue for a period of one year (unless the Ordering Document sets forth a different term) and shall automatically renew for consecutive one (1) year terms unless either Party provides the other Party with written notice of its non-renewal of the NFR license at least thirty (30) days before the expiration of the then-current term. Notwithstanding the foregoing, Tenable may terminate Customer's NFR license for its convenience upon thirty (30) days' notice, or immediately should Customer breach any obligations under this Agreement.

(d) NFR Customer Prohibitions. Customer shall not purport to take on any obligation or responsibility, or make any representations, warranties, guarantees or endorsements to anyone on behalf of Tenable, including without limitation, relating to Tenable products, software, or services. Except as specifically permitted in this Agreement, Customer shall not state or imply that any of Customer's products have been endorsed, reviewed, certified or otherwise approved by Tenable. Customer may not use Products provided under an NFR license: (i) in a production environment, (ii) to protect its own networks, (iii) as part of a service provided to its customers, or (iv) to perform customer evaluations.

(e) NFR Customer Representations. Customer hereby represent and warrant to Tenable that: (i) Customer will not intentionally harm the reputation or goodwill of Tenable through any act or omission, and (ii) Customer have used commercially reasonable efforts to ensure that any software, code, algorithm, API, etc., transferred to Tenable is free from any time bomb, virus, drop dead device, worm, Trojan horse, or trap door that is designed to delete, disable, deactivate, interfere with, or otherwise harm hardware, data, or other programs or that is intended to provide access or produce modifications not authorized by Tenable.

(f) NFR Customer Responsibilities. Customer shall, at its sole cost and expense, defend (or at its option, settle) and indemnify Tenable and Tenable's subsidiaries and affiliates, and their officers, directors, employees, representatives and agents, from and against any and all third party claims brought against Tenable based upon a claim that use of Customer's software or Customer's product in accordance with this Agreement infringes such third party's patent, copyright or trademark or misappropriates any trade secret, and shall pay all settlements entered into and damages awarded to the extent based on such claim or action.

14. General.

This Agreement constitutes the entire agreement between the Parties, and supersedes all other prior or contemporaneous communications between the Parties (whether written or oral) relating to the subject matter of this Agreement. No Customer document or purchase order shall modify, supersede, or become part of this Agreement, or otherwise contractually bind Tenable unless signed by Tenable. The provisions of this Agreement will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. If any provision of this Agreement, for any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties. Section headings are for convenience only and shall not be considered in the interpretation of this Agreement. Customer agrees that Tenable may use Customer's name or logo in a customer list. Customer may not use Tenable's name or logo without prior written consent and in accordance with Tenable's guidelines. No failure or delay by a Party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving Party. If a Party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the Party may have under this Agreement. The Parties are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between the Parties. This Agreement is not intended nor will it be interpreted to confer any benefit, right or privilege in any person or entity not a party to this Agreement. Any party who is not a party to this Agreement has no right under any law to enforce any term of this Agreement. Any provision of this Agreement that imposes or contemplates continuing obligations on a Party and any section which by its nature is intended to survive will survive the expiration or termination of this Agreement, including Sections 3, 4, 8, 9 and 11.

15. Government Entities. *This Section 15 shall only apply to Government Customers, as defined below.*

If Customer is an agency or instrumentality of a sovereign government (a "Government Customer"), all Government Customer end users acquire the rights to use and/or access the Products and or Services with only those rights set forth herein (consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4). The terms and conditions of this Agreement govern Government Customer's use and disclosure of the Products and supersede any conflicting terms and conditions that may be applicable through the Government Customer's procurement regulations. If this Agreement fails to meet the Government Customer's needs or is inconsistent in any way with federal law, the government must return the Product, unused, to Tenable. If Customer is prohibited by law, regulation, or relevant attorney general opinion from agreeing to any clause of this Agreement (collectively, "Restrictions"), the Agreement shall be modified to the extent required under such Restrictions. Each of the components that constitute the Product is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212.

SCHEDULE A: SOFTWARE

This Schedule for Tenable Software is subject to and made part of the Agreement.

1. General. This Schedule governs Customer's license of Software.

2. License; Right to Use. Subject to the terms of the Agreement and payment of the applicable license fees, Tenable grants Customer for the duration of the License Term a non-exclusive, non-transferable, non-sublicensable license to use the Software (in object code form only) solely for Customer's or Customer's Affiliates own internal business purposes. Customer's right to install such Software is limited to use with the computers or machines for which the Software is registered for use. Customer is permitted to make one copy of the Software for backup or archival purposes.

3. Warranty. Tenable warrants that the Software shall materially conform to the Documentation for a period of thirty (30) days after Delivery. Customer's sole and exclusive remedy for breach of this warranty shall be for Tenable to, at its sole option: (i) use commercially reasonable efforts to modify or correct the Software such that in all material respects it conforms to the functionality described in the Documentation; or (ii) if Tenable is unable to restore such functionality within sixty (60) days, Customer shall be entitled to a refund for the non-conforming Software.

4. Open Source and Third Party Software. Any code or other intellectual property included as part of the Software that was licensed to Tenable by third parties that is not marked as copyrighted by Tenable is subject to other license terms that are specified in the Documentation available on Tenable's website at https://docs.tenable.com/licensedeclarations/ (or a successor location). Customer agrees to be bound by such other license terms.

5. Audit Rights. Tenable may, by itself or through a third party independent auditor, audit Customer's usage of the Software to confirm compliance with this Agreement or the applicable Ordering Document. Tenable shall: (i) provide Customer with reasonable advance notice of the audit; (ii) not request such audit more than once per year; and (iii) not unreasonably interfere with Customer's business activities when conducting the audit.

SCHEDULE B: HOSTED SERVICES

This Schedule for Tenable Hosted Services is subject to and made part of the Agreement.

1. General. This Schedule governs Customer's use of the Hosted Services.

2. License; Right to Use. Subject to the terms of the Agreement and payment of the applicable license fees, Tenable grants Customer for the duration of the License Term a non-exclusive, non-transferable, non-sublicensable right to access the Hosted Environment and use those modules of the Hosted Services set forth on a valid Ordering Document solely for Customer's or Customer's Affiliates own internal business purposes.

3. Warranty. Tenable warrants that the Hosted Services will materially comply with the functionality described in the Documentation. Customer's sole and exclusive remedy for breach of this warranty shall be for Tenable to use commercially reasonable efforts to modify the Hosted Services to provide in all material respects the functionality described in the Documentation. If Tenable is unable to restore such functionality within sixty (60) days, Customer shall be entitled to terminate the Agreement and receive a pro-rata refund of any prepaid but unused fees for the nonconforming Hosted Services. Tenable shall have no obligation with respect to a warranty claim hereunder unless Customer notifies Tenable of such claim within thirty (30) days of the date the underlying condition first arose. This warranty shall only apply if the applicable Hosted Service has been utilized in accordance with the Agreement and the Documentation.

4. Acknowledgements. Customer authorizes Tenable to perform the Scans, including accessing the Scan Targets in the context of the Scans. Customer acknowledges that Tenable may limit Customer's access to the Hosted Services if Customer's usage places an unreasonable burden on Tenable's systems. Customer understands and acknowledges that the Scans may originate or appear to originate from a Tenable URL which could cause Customer (or the owner of the Scan Targets) to believe they are under attack. Customer agrees not to pursue any claims against Tenable as a result of any access to Scan Targets when such access was made in connection with an authorized Scan unless such a claim is based on the gross negligence or willful misconduct of Tenable.

5. Usage Requirements. Customer must provide current and accurate information in all submissions made in connection with the Hosted Services, including registration information and the location of the Scan Targets to be Scanned. Tenable may, in its reasonable discretion, prohibit or suspend access of certain users of the Hosted Services. Customer agrees to safeguard and maintain the confidentiality of all user names and passwords. Customer further agrees to use best efforts to ensure that no unauthorized parties have access to the Hosted Services through Customer's account and/or log-in credentials. Customer will promptly notify Tenable of any unauthorized access of which Customer is aware or reasonably suspects. Customer is responsible for compliance with this Agreement and all use of the Hosted Services through Customer's account.

6. PCI Scans. Tenable makes no guarantee that a successful completion of a PCI Scan will make Customer compliant with the Payment Card Industry Data Security Standard.

7. Data Retention Policy. Tenable will maintain Customer Scan data stored in the Hosted Environment for a period of not less than one year from the Scan date. Customer acknowledges that Tenable is in no way responsible for any of Customer's data retention compliance requirements. Tenable's data retention policy with respect to PCI Scans will match then-current requirements set forth by the PCI Security Standards Council.

8. Service Level Agreement. Tenable commits to make access to the Hosted Environment available in accordance with Tenable's then-current service level agreement, available at http://static.tenable.com/prod_docs/Service_Level_Agreement.pdf (or a successor location).

SCHEDULE C: PROFESSIONAL SERVICES

This Schedule for Tenable Professional Services is subject to and made part of the Agreement.

1. General. The Parties may agree, from time to time, on the purchase and sale of Tenable Professional Services, which may be further described in a separate SOW or Services Brief. Except as otherwise agreed to by the Parties in writing, all Services Briefs or SOWs will be governed by this Agreement. In the event of inconsistency between the Agreement and a signed SOW, the signed SOW shall govern.

2. Type of Services. Tenable offers a range of Professional Services; provided, however, unless otherwise agreed upon in writing, Tenable does not offer creation of custom intellectual property. Tenable is not obligated to provide any Professional Services except as mutually agreed in a Services Brief or SOW.

3. Deliverables. "Deliverable(s)" means the reports, analysis, codes, scripts slides, documents, examples and other written materials or work results provided as part of the Professional Services.

4. Intellectual Property Rights.

(a) Grant of License in Deliverables. Tenable grants Customer a non-exclusive, non-transferable, irrevocable (except in case of breach of the Agreement or SOW) perpetual right to use, copy and create derivative works from the Deliverables (without the right to sublicense) for Customer's or Customer's Affiliates internal business operations, as contemplated by the applicable SOW or Services Brief.

(b) Reservation of Rights. Except for the rights expressly granted herein to Customer, Tenable expressly reserve all other rights in and to the Professional Services and Deliverables. Notwithstanding anything to the contrary in this Schedule, nothing shall prevent Tenable from providing similar Professional Services to other customers and nothing in this Schedule shall be construed to provide any intellectual property rights whatsoever in the Products (or any modifications or enhancements thereto) that Tenable develops or makes generally available for sale to its customers.

(c) Pre-Existing Materials. Any pre-existing materials, proprietary item or intellectual property rights of either Party which is disclosed or used in performing the Professional Services shall remain fully vested in such Party. Nothing in this Schedule shall transfer any rights whatsoever in Tenable's Products. Customer hereby grants to Tenable the intellectual property rights (if any) required for Tenable to perform the Professional Services.

5. Warranty. Tenable warrants that all Professional Services shall be performed in a professional manner and in accordance with industry standards. Tenable further warrants for a period of ten (10) days from the service completion date that the Professional Services shall materially conform to the applicable SOW or Services Brief. If Customer provides written notice of a non-conformity during this warranty period, Tenable shall promptly confirm the non-conformity and upon confirmation, Tenable's entire liability and Customer's exclusive remedy shall be for Tenable to use commercially reasonable efforts to re-perform the Professional Services within a reasonable amount of time. If Tenable is unable to re-perform the Professional Services, then Tenable may elect to refund amounts paid by Customer for the non-conforming Professional Services.

6. Scheduling; Cancellation. Professional Services must be scheduled within nine (9) months of the date of the Ordering Document under which such Professional Services were purchased and completed within twelve (12) months of the Ordering Document. If Customer does not schedule the Professional Services within this time frame, Tenable shall have no obligation to perform the Professional Services or provide a refund. Tenable shall have no obligation to perform the Professional Services or provide a refund if Customer or Customer's designated attendees do not attend a scheduled training session or cancel a Professional Services engagement without providing proper notice. Customer must provide Tenable at least five (5) business days' notice to reschedule any Professional Services.

7. Customer Responsibilities. For Professional Services occurring on Customer's site, Tenable agrees to comply with applicable and reasonable security procedures provided Customer provides Tenable with such written procedures in advance. Some of the Professional Services may require Customer to have specialized knowledge or meet particular software or hardware requirements (for example, appropriate computers or appliances, stable Internet connection or up-to-date web browsers or operating system, etc.). If technical issues arise during the Professional Services, Tenable will use commercially reasonable efforts to resolve such issues, but will have no liability based on Customer's failure to meet technical requirements. Tenable will not provide any refund based on Customer's failure to meet these prerequisites.

8. Changes. Either Party may request that a change be made to the Professional Services. Tenable reserves the right to charge a fee for any material changes to the Professional Services. No changes shall be binding unless executed by both Parties.

9. Non-Solicitation. During the term that Professional Services are being provided and for a period of one (1) year after their completion, Customers will not, either directly or indirectly, solicit for employment any person employed by Tenable or any of its Affiliates that have provided Customer Professional Services under this Agreement. For the avoidance of doubt, this restriction shall not prevent Customer from hiring based on a response to Customer's advertising in good faith to the general public a position or vacancy to which an employee or worker of Tenable responds, provided that no such advertisement shall be intended to specifically target Tenable personnel.

10. Right to Subcontract. Nothing in this Agreement shall prevent Tenable from utilizing the services of any subcontractor as it deems appropriate to perform Professional Services; provided, however, that Tenable's use of a subcontractor shall not release Tenable from any duty or liability to fulfill its obligations under this Agreement.

clinisys

SOFTWARE AS A SERVICE AGREEMENT

*This Software as a Service Agreement (**Agreement**) sets forth the terms and conditions under which Clinisys, Inc. (**Clinisys**) agrees to provide and Client agrees to purchase the use of the SaaS set forth in an Order. For the purposes of this Agreement, **Client** means the entity contracting with Clinisys for the SaaS. The Agreement terms are effective as of the first date of Client's access to the SaaS until terminated, as set forth herein.*

Definitions

1.1 **Authorized User** means any person or entity authorized by Client to use the SaaS.

1.2 **Client Data** means all Client data entered into, processed, and resulting output data received through use of the SaaS, by Client and its Authorized Users and all Client data accessed, processed or stored by Clinisys in the provision of the SaaS or Services.

1.3 **Confidential Information** means any non-public information related to, disclosed by or on behalf of either Client or Clinisys to the other, which is either marked as confidential or is understood by a reasonable person to be confidential due to its nature, including but not limited to, Trade Secrets (as defined by the Uniform Trade Secret Act), proprietary information; technical processes and formulas; Source Codes, Software, Third Party Software, SaaS, benchmark and performance test results; product designs; sales, cost, and other unpublished financial information; product and business plans; projections and marketing data; customer lists; the terms and conditions (but not the existence) of this Agreement, Client Data and any information protected by law revealing the identity, personal information or protected health information of any person. Confidential Information does not include information (a) independently developed by the recipient without use of the discloser's Confidential Information; (b) that is or becomes generally known to the public through no act or omission of recipient; or (c) obtained by recipient from any third party not owing any confidentiality obligation to the discloser.

1.4 **Documentation** means the user guide(s), instructions, release notes, manuals and on-line help files generally made available by Clinisys to its customers regarding the functional and operational capabilities of the SaaS.

1.5 **Error** means a material failure of the SaaS to conform to its functional specifications described in the Documentation.

1.6 **Fee(s)** means the fees payable for Services, Subscriptions and/or Usage.

1.7 **Object Code** means programs assembled or compiled in magnetic or electronic binary form on software media, which are readable and usable by machines, but not generally readable by humans without reverse assembly, reverse compiling, or reverse engineering.

1.8 **Order** means any document, including but not limited to a Quote Order Form, executed by Clinisys and the Client, specifying the products and services to be provided.

1.9 **Release** means a new or upgraded version of the SaaS containing improvements, Updates and bug corrections, and as may be identified by a change in the numeric designation. Releases exclude new products for which Clinisys or a Third Party Software supplier generally charges a separate license or subscription fee.

1.10 **SaaS** means the services provided and information technology infrastructure managed by Clinisys to deliver Software and Third Party Software (as applicable) as an internet-accessible application in a hosted environment under a Subscription, which is designated as SaaS in an Order.

1.11 **Services** mean the installation, implementation, training, consulting and/or other services designated as Service in an Order.

1.12 **Software** means the software proprietary to Clinisys or its affiliate(s) that is used to deliver the SaaS, and includes all Object Code, Source Code, modifications, enhancements, improvements, derivatives, extensions, and any functional changes, Updates, Releases and Documentation provided hereunder.

1.13 **Source Code** means programs written in programming languages, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into Object Code for operation on computer equipment through assembly or compiling, and accompanied by documentation describing the data flows, data structures, and control logic of the software in sufficient detail to enable a trained programmer to maintain and/or modify the software.

1.14 **Subscription** means the Client's time-limited right to use the SaaS, for the duration of the Term.

1.15 **Support** means the SaaS support and maintenance services provided in accordance with the terms of this Agreement, Schedule A, and in an Order.

1.16 **System Requirements** mean Clinisys-specified hardware, third party software, operating system configuration, network and other requirements and specifications for use of the SaaS, as modified from time to time by Clinisys.

1.17 **Term** has the meaning set forth in Section 10.1.

1.18 **Third Party Software** means the computer programs and/or data used for the delivery of SaaS, including Updates and Releases (as applicable) and related Documentation, which are owned by third parties.

1.19 **Updates** means minor modifications or enhancements to the SaaS (including corrections to Errors) which Clinisys makes generally available to customers under Support or SaaS.

1.20 **Usage** means Client's use of a variable component of the SaaS for a maximum number of users, devices, transactions, units, reports or other similar basis for a specified period, as designated and/or defined by the term Usage in the applicable Order.

1.21 **User System** means any computer hardware, software, telecommunication, connections, or other equipment necessary for Clinisys to interface with the Client's systems (i.e., a gateway, user workstations, etc.) or for Client and its Authorized Users to access or use the SaaS from Client's or Authorized Users' facilities, in accordance with the System Requirements, all of which is owned and/or maintained by Client.

2 USE TERMS.

2.1 The terms applicable to the rights to access and use the SaaS, including any relevant Third Party Software, are set forth in Schedule A. Third Party Software may be subject to additional end user license terms that accompany delivery of the Third Party Software or is otherwise published by the third party.

3 SERVICES AND SUPPORT TERMS

3.1 **Services**. Services purchased by Client will be set forth in an Order, which will include as applicable, a Services description, resources required and details regarding project governance and scope. Following execution of an Order, the Parties will develop a plan for the implementation and delivery of the SaaS and/or Services, designating the Parties' relevant responsibilities and project timelines (**Implementation Schedule**). Clinisys and Client will cooperate in the timely performance of their respective tasks in the Implementation Schedule. In the event Client solely causes a delay in the Implementation Schedule which results in the need for the project to be stopped and subsequently resumed, Client agrees to pay additional Fees Clinisys may charge for any services required to complete implementation subject to advance written notice of such Fees. Unless otherwise set forth in an Order, Client agrees to complete implementation and accept delivery of all components of an Order within twelve (12) months from the Order's effective date (**Order Duration**). In the event Client does not complete implementation within the Order Duration, Client agrees to pay for any remaining components of the Order that have not been paid regardless whether such components have been delivered to Client.

3.2 **Support**. Support for the SaaS will be provided as set forth in Schedule A.

4 SECURITY

4.1 **Security**. Client is responsible for the security of its facilities, data centers, servers, network, backup systems, computing equipment, and information transmission and storage. Client must immediately notify Clinisys of any: (i) known or suspected breach or cybersecurity incident, including but not

limited to ransomware, malware, or a denial of service attack; (ii) unauthorized use of any password or user ID; or (iii) suspected or known unauthorized use of the SaaS. Upon notification, in its sole and reasonable discretion, Clinisys may suspend Clinisys' connections to Client's systems or Client's connection to the SaaS (as applicable) until Clinisys determines there is no threat to the security of Clinisys' systems and/or SaaS.

5 FEES AND PAYMENTS

5.1 **Fees**. All Fees and any other charges stated in the relevant Order are payable in U.S. dollars subject to the payment terms in such Order.

5.2 **Payments**. Payments are due thirty (30) days from the date of an undisputed invoice. Client agrees to advise Clinisys of invoice disputes prior to the invoice due date and agrees to pay any undisputed amounts by the due date. Disputes will be resolved in accordance with Section 11.1.

5.3 **Travel and Related Expenses**. Client will reimburse Clinisys' actual, reasonable travel, living and other incidental expenses incurred for Services performed on Client's premises.

5.4 **Late Payments**. Client agrees that undisputed Fees that are unpaid by the due date will incur interest charges of 1.5% per month until paid. If still unpaid thirty (30) days after the invoice due date, Clinisys may without prior written notice and notwithstanding the termination provisions of this Agreement, suspend Support and/or Client's access to the SaaS until all past due amounts are paid. During the suspension, Client understands SaaS and Support will not be provided but Fees will continue to accrue.

5.5 **Taxes**. Fees set forth in Orders are not quoted to include taxes, duties, tariffs, levies, and similar assessments, however invoices issued to Client for payment of such Fees will include applicable taxes payable by Client unless Client provides a certificate of exemption to Clinisys. Client is responsible for all applicable non-income taxes relating to the products, materials, and services provided, including, without limitation, those which may subsequently become due because of any (i) tax law changes, (ii) changes in interpretation of existing tax law, and (iii) tax audits.

5.6 **Annual Fee Assessment**. Clinisys may increase Fees for Support or Subscriptions each year of the Term with ninety (90) days written notice. Any such increase will not exceed the annual percentage increase in the CPI for the previous calendar year. Fees for Support and Subscriptions are payable annually in advance and may not be reduced during the Term. Fees for Support or Subscriptions added through subsequent Orders will be prorated based upon the due date of the then-current Term to provide a consistent annual renewal date for all licensed or purchased products. For the purposes of this Agreement, CPI means Consumer Price Index for All Urban Consumers, U.S. City Average, All items 1982-84 = 100 published by the United States Department of Labor, Bureau of Labor Statistics

5.7 **Usage Fees**. For Subscriptions based upon Usage, the minimum Fees for the first year of Usage are based upon estimates provided by Client. Prior to the end of each 12 months of the Term, the Usage for the then-current year will be evaluated by Clinisys to determine whether actual Usage during the then-current year exceeded the Usage Fees paid. In such event, Client must pay Fees for any actual Usage exceeding the Usage Fees paid. The actual Usage at the end of each year will establish the Usage Fee for the subsequent year of the Term.

6 PROPRIETARY RIGHTS AND CONFIDENTIALITY

6.1 **Ownership**.

(a) **Clinisys**. Ownership of, and title to the Software, SaaS, Third Party Software, any deliverables developed or provided pursuant to the Services, and to Clinisys' Confidential Information, and all intellectual property rights embodied therein, are vested in Clinisys and its affiliates and licensors as applicable. Client shall not take any action inconsistent with such title and ownership.

(b) **Client**. Ownership of, and title to, the Client's Confidential Information is vested in Client, its affiliates or the subjects of Client Data, as applicable. Clinisys shall not take any action inconsistent with such title and ownership.

6.2 **Confidentiality**. In the performance of this Agreement, the Parties will be exposed to or provided with certain Confidential Information of the other Party. Each Party will protect the other's Confidential Information with the same degree of care used to protect its own Confidential Information but in no event less than a reasonable amount of care. Except as required by law or as otherwise agreed between the Parties, neither Party will use the other's Confidential Information for purposes other than as necessary for its performance hereunder and as may be required to report to its affiliates, legal, and financial advisors as long as such persons are bound by confidentiality obligations no less strict than those herein. Either Party may disclose the Confidential Information of the other Party to the extent required by law or court order or other governmental authority, provided recipient must promptly notify the discloser prior to such disclosure to enable discloser to seek a protective order or otherwise prevent or restrict such disclosure.

6.3 **Client Data**. To the extent Clinisys has access to, processes or stores Client Data, Clinisys will only use, store, disclose, or access Client Data: (i) in accordance with this Agreement, (ii) only to the extent necessary to provide Services, and (iii) in full compliance with applicable laws and regulations. Clinisys will implement and maintain controls reasonably necessary to prevent unauthorized use, disclosure, loss, acquisition of, or access to Client Data. All transmissions of Client Data by Clinisys will be performed using a secure transfer method. Client acknowledges Clinisys and its licensors exercise no control over the content of the Client Data.

6.4 **Equitable Relief**. The Parties agree monetary damages may not be an adequate remedy if this Section 6 is breached and, therefore, either Party shall, in addition to any other legal or equitable remedies, be entitled to seek an injunction or similar equitable relief without bond against such breach or threatened breach.

7 LIMITATION OF LIABILITY

7.1 **Limitation of Types of Damages**. EXCEPT AS PROHIBITED BY LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES OR LIABILITIES FOR ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL ORDERS, ADDENDA OR AMENDMENTS HERETO, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH THEREOF, INCLUDING, WITHOUT LIMITATION, DAMAGES OR LIABILITIES FOR LOST PROFIT, LOST REVENUE, LOSS OF USE, LOSS OF DATA, AND COSTS OF RECREATING LOST DATA, WHETHER EITHER PARTY HAS OR GAINS KNOWLEDGE OF THE EXISTENCE OF SUCH DAMAGES OR LIABILITIES.

7.2 **Limitation of Liability**. EXCEPT AS PROHIBITED BY LAW, THE CUMULATIVE, AGGREGATE LIABILITY OF CLINISYS AND ITS LICENSORS TO CLIENT AND/OR ITS AFFILIATES FOR ALL CLAIMS, LIABILITIES AND DAMAGES (INCLUDING FOR ATTORNEYS' FEES) ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ALL ORDERS, OR AMENDMENTS HERETO, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNITY OR OTHERWISE, INCLUDING A BREACH THEREOF, WILL NOT EXCEED THE RELEVANT LICENSE FEES PAID OR THE LAST TWELVE MONTHS' RELEVANT SUBSCRIPTION FEES PAID TO CLINISYS UNDER THE APPLICABLE ORDER UNDER WHICH SUCH CLAIM ARISES. IN NO EVENT WILL CLINISYS BE LIABLE TO CLIENT AND/OR ITS AFFILIATE WITH RESPECT TO CLAIMS OF ANY NATURE RELATED TO THIRD PARTY SOFTWARE OR THIRD PARTY SERVICES.

7.3 **Exclusions.** The limitation of liability in Section 7.2 above shall not apply to Clinisys' or Client's indemnification obligations hereunder or Clinisys' breach of Schedule A attached hereto.

7.4 **No Substitute for Professional Judgment**. The SaaS, and Services are not intended to provide medical or professional advice, to determine or recommend an appropriate course of action for any individual patient or concern, or to otherwise provide healthcare or public health services. Only a licensed healthcare practitioner, medical care provider or public health professional can make such determinations or recommendations or provide such advice or services. Client, for itself and on behalf of its Authorized Users and affiliates, acknowledges and agrees that Clinisys does not assume any responsibility or liability for the consequences of any medical or other decision made by Client or its Authorized Users or affiliates, or any other person with access to, or use of information in or produced by, or in reliance on the SaaS and Services.

8 INDEMNIFICATION

8.1 **By Clinisys**. Provided Client is current on its payment obligations, Clinisys will defend and indemnify Client against any third party claim asserted in

its entirety that the SaaS infringes any United States trademark, patent, copyright, or Trade Secret, in which event Clinisys may, for the affected portion of the SaaS, at its sole option and expense: (i) obtain for Client the right to continue use; or (ii) replace or modify to correct the SaaS while giving substantially equivalent functionality. If the remedies in (i) or (ii) are not reasonably available, Client may terminate the relevant Subscription and Clinisys will provide a pro-rated refund of applicable prepaid Subscription Fees for the remainder of the Term; Notwithstanding any terms in this Section 8.1, Clinisys will have no liability for infringement claims, and Client must defend and indemnify Clinisys, if the alleged infringement is based on or arises from (u) Client Data; (v) combination or use of the SaaS with any third party product, service or data; (w) the modification of the SaaS by anyone other than Clinisys; (x) the use of the SaaS not in accordance with the Documentation, System Requirements, or this Agreement; (y) the use of other than the then most current or one prior Release, or; (z) failure to use a Release or Update developed to remedy an alleged infringement claim generally made available by Clinisys to its clients under Subscription or Support. THE FOREGOING STATES CLINISYS' ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

8.2 **By Client**. Client will defend and indemnify Clinisys and its affiliates, employees, agents, contractors, and licensors against any and all claims, damages, costs and liabilities arising from or related to (i) any misuse of the SaaS by Client and/or its Authorized Users; (ii) claims that Clinisys' use of Client's Confidential Information violates applicable law and/or infringes upon the rights of any individual to which the Client Confidential Information relates; and/or (iii) introduction of malicious software, malware or the like into Clinisys' systems (including the SaaS) by Client.

8.3 **Conditions for Indemnification**. A Party seeking indemnification (**Indemnitee**) must promptly notify the other Party (**Indemnitor**) of the claim. Indemnitor will have sole control of the defense, compromise or settlement of the claim and Indemnitee must provide information, reasonable assistance, and authority to enable the Indemnitor to do so. The Indemnitee may participate in the defense of any suit or proceeding at its own expense; however, such participation will not include the right for Indemnitee to settle, influence or compromise the claim in any manner. Indemnitor will have the right to settle any claims, provided, however, Indemnitor shall make no admission of fault or wrongdoing as to Indemnitee without Indemnitee's prior express written consent.

9 WARRANTIES

9.1 **SaaS Warranty**. Clinisys warrants that the SaaS set forth in the relevant Order conform(s) in all material respects to the Documentation for the Term.

9.2 **Services Warranty**. Clinisys warrants that all Services will be performed in a workmanlike manner consistent with generally accepted industry standards and will conform to the specifications set forth in an Order for ninety (90) days from performance of the Services.

9.3 **Third Party Software Warranty**. Any warranties applying to the Third Party Software are limited to those, if any, offered in the third party's use terms. Clinisys makes no warranties of any kind with respect to Third Party Software.

9.4 **Exclusions**. Use of the SaaS not in compliance with the Documentation or this Agreement is a material breach of this Agreement and voids all Clinisys warranties as to the SaaS and relieves Clinisys of any obligation to provide the Subscription.

9.5 **Remedies**. Prior to expiration of the applicable warranty period, Client must notify Clinisys in writing detailing any alleged breach of any of the foregoing warranties. Within thirty (30) days of receipt of such notice or such other period as the parties may agree: (i) SaaS, Clinisys will correct the non-conformance; or (ii) for Services, Clinisys will re-perform any non-conforming Services. If the non-conformance cannot be accomplished with reasonable commercial efforts, Clinisys or Client may terminate the applicable Subscription or Services and Client will be refunded: (1) Subscription Fees pre-paid for SaaS for the remaining Term and/or (3) Fees paid for the applicable Services. If Client elects not to terminate the Subscription for the affected portion of the SaaS or the portion of the Order for the Services, Client waives all warranty rights set forth herein. The foregoing constitutes Client's sole remedies and Clinisys' sole obligation in the event of any warranty claim hereunder.

9.6 **Warranty Exclusions.** EXCEPT AS SET FORTH IN THIS SECTION 9, NEITHER CLINISYS NOR ITS AFFILIATES MAKE ANY WARRANTY, REPRESENTATION, CONDITION OR AGREEMENT WITH RESPECT TO THE SAAS OR SERVICES PURCHASED HEREUNDER. CLINISYS AND ITS AFFILIATES EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY AND ALL IMPLIED AND EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLINISYS DOES NOT REPRESENT THAT THE OPERATION OF THE SAAS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.

10 TERM AND TERMINATION

10.1 **Term**. For the purposes of this Agreement, **Term** means a) the non-cancelable three (3) year initial term for Subscriptions, beginning upon Live Operation thereof, and b) unless otherwise terminated as set forth herein, any or all subsequent non-cancelable one year periods auto-renewing at Clinisys' then-current pricing and policies at the expiration of the initial term, provided: (i) Clinisys makes such Subscription for the SaaS generally available and (ii) Client pays the applicable Fee(s).

10.2 **Agreement Termination and Effects**.

(a) Except for those provisions surviving termination, this Agreement may be terminated in its entirety:

i. By either party:

(A) (60) days following written notification to the other party of an alleged breach of a material term if the other party has not taken substantial steps to cure by the 60th day. Such cure period does not apply to any payment obligations hereunder; or

(B) immediately in the event of any breach of this Agreement incapable of remedy, or of the other party's bankruptcy, or the appointment of a trustee or receiver or

(C) subject to Section 10.1(a), by providing written notice at least sixty (60) days prior to, and effective as of, the end of the Term.

ii. By Clinisys, upon ninety (90) days' notice should Client fail to promptly install and use Updates intended to remedy patient safety or security issues. In addition to those rights set forth in Section 5.4, Termination of this Agreement has the effect of terminating all Services, and Subscriptions hereunder, with all accrued but unpaid Fees becoming immediately due and payable.

(b) Once terminated, Client will have no further right to use the SaaS. Clinisys will disable Client's access to the SaaS and Client must de-install and/or destroy any Confidential Information received from Clinisys in Client's possession. Client must certify in writing to Clinisys within ten (10) days following termination of its compliance with this Section 10.2(b).

(c) Upon termination of this Agreement and at Client's request, Clinisys will return to Client any Client Confidential Information in Clinisys' possession or under its control except for product, account or financial information to be retained by Clinisys in the normal course of business.

(d) In the case of Client Data related to an expired or terminated SaaS, upon Client's request, Clinisys will provide Client with written certification of destruction of the same following the next media rotation cycle. In the event Client desires return of Client Data, Client must provide written request to Clinisys within 30 days of termination. Clinisys will use reasonable efforts to work with Client to extract Client Data from the SaaS in accordance with Clinisys' then-current fees and policies.

(e) Notwithstanding Sections 10.2(b), (c) and (d), Clinisys or Client may retain any of the other's Confidential Information for regulatory or legal purposes, and such copies will be subject to the obligations of confidentiality hereunder.

11 GENERAL PROVISIONS

11.1 **Governing Law and Disputes**. The laws of the State of Arizona govern this Agreement without regard to the conflict of laws principles. The Parties agree to attempt in good faith to informally resolve any disputes arising out of this Agreement by negotiation between executives who have authority to settle the dispute. In the event a dispute remains unresolved following informal negotiation, the Parties agree to submit the dispute to binding arbitration in the defending Party's jurisdiction, with each Party bearing its own costs. This Agreement is not subject to the United Nations Convention

on Contracts for the International Sale of Goods.

11.2 **Survival**. All provisions survive termination of this Agreement except those requiring performance only during the Term.

11.3 **Entire Agreement, Amendment, Waiver, Conflict**. This Agreement, any Order(s) and any attachments, amendments or addenda thereto constitute the entire agreement between Clinisys and Client regarding the subject matter hereof and supersedes all previous oral and written communication or understanding of

11.4 the Parties. No amendment to this Agreement or additional terms contained in Client's purchase order will bind either party unless agreed in writing signed by authorized representatives of Clinisys and Client. Either party's failure to enforce a breach or exercise any right provided hereunder will not constitute a waiver of such breach, successive breach, or any right. Except as otherwise expressly stated in an applicable Order, in the event of a conflict between documents, the following order of precedence will control: (1) Agreement; (2) Order, excluding any attachments and (3) any attachments to an Order.

11.5 **Severability**. Any provision of this Agreement deemed invalid or unenforceable will be limited, modified, or severed to the extent necessary, to eliminate its invalidity or unenforceability, and all other provisions of this Agreement will remain in full force and effect.

11.6 **Assignment**. Client may not assign this Agreement in whole or in part without the prior written consent of Clinisys, except as otherwise permitted by applicable law. In the case of any permitted assignment, this Agreement will be binding upon, and inure to the benefit of, permitted assigns. An assignment by Client hereunder may require additional fees in the event that the proposed assignment is to an assignee of a size and complexity that is greater than Client and for which such assignee desires increased use and/or access.

11.7 **Export**. Client hereby agrees not to, directly or indirectly, export or transmit any of Clinisys' Confidential Information to any country, entity or individual to which such transmission is restricted by applicable law.

11.8 **License to the Government**. If any Software or Third Party Software is acquired by or on behalf of a unit or agency of the United States Government, the Government agrees such Software or Third Party Software is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement with Clinisys to the contrary, the Government's rights with respect to such Software are, in the case of civilian agency use, Restricted Rights, as defined in FAR §52.227.19, and if for Department of Defense use, limited by the terms of this Agreement, pursuant to DFARS §227.7202.

11.9 **Force Majeure**. If either party cannot perform any of its obligations under this Agreement due to any cause beyond such party's reasonable control and without its fault or negligence, the affected party's performance will be extended for the period of delay or inability to perform due to such occurrence, and provided further if such condition continues for a period of one hundred eighty (180) days, either party may terminate this Agreement. This provision will not apply to payment obligations, except those that are discharged due to such termination.

11.10 **Relationship**. Each of Clinisys and Client agree that the other party is not an agent, representative, employer or employee of the other, nor are they joint venturers or partners for any purpose.

11.11 **Third Party Beneficiaries**. There are no intended third party beneficiaries of this Agreement except providers of Third Party Software for which there are no published third party use terms.

11.12 **Compliance, Audits**. During the Term and for one (1) year following termination, Client agrees that Clinisys or an independent auditor may perform an audit and/or request records to verify Client's compliance with the terms of this Agreement. If the audit reveals any noncompliance, Client will reimburse Clinisys for the reasonable costs and expenses incurred, and Client will promptly cure any noted noncompliance, including payment of fees payable from the first date of noncompliance.

11.13 **HHS Audit Right**. Until the expiration of four (4) years after the furnishing of products and services hereunder, Clinisys shall make available, upon written request of the Secretary (defined in Schedule C), the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents and records are necessary to certify the nature and extent of the costs for which Client seeks reimbursement. Clinisys further agrees if it carries out any of the duties of this Agreement through a subcontract with a value of ten thousand dollars ($10,000) or more over a twelve (12) month period with a related organization, such subcontract shall contain a clause similar to this Section 11.14.

11.14 **Notices**. Official communications between Clinisys and Client must be in English, addressed to the attention of the relevant party's legal department at the address specified below and either personally delivered or sent via a tracked delivery service. Notices are effective upon receipt.

For Clinisys:	**For Client:**
3300 E. Sunrise Drive Tucson, Arizona 85718	As specified in the Order

11.15 **Required Reporting**. To the extent required by 42 C.F.R. § 1001.952(h) (the Anti-Kickback Statute discount safe harbor regulations) or other applicable laws and regulations, in the event any of the prices set forth in an Order reflect discounts, Client must fully and accurately reflect in cost reports or other submissions to federal healthcare programs all such discounts and, upon request by the Secretary or a state agency, must make available information provided to Client by Clinisys concerning such discounts.

11.16 **Compliance with Laws**. Each party must comply with all state, national and foreign laws applicable to its obligations under this Agreement. Client agrees it is solely responsible for ensuring its organization and practices comply with applicable data security and privacy regulations.

11.17 **Interpretation**. The headings are for reference only and will not control or affect the meaning or construction of any provision of this Agreement. No presumption or interpretation for or against either party shall arise based on the drafting of this Agreement.

SCHEDULE A
SAAS TERMS

In consideration of Client's payment of all applicable Fees, Clinisys grants Client the rights and Client accepts the obligations set forth herein. The terms in this Schedule B apply to SaaS provided to Client under an Order during the specified Term of such Order.

A.1 Rights.

A.1.1 **Access and Use**. During the Term, Clinisys grants to Client a non-exclusive, non-assignable, non-transferable and limited right for Client and its Authorized Users to access and use the SaaS identified on each Order, solely for Client's and/or its Authorized Users' own business purposes, in accordance with the limitations herein and in the Order. Client agrees it will be responsible for, and will enforce these terms against, its Authorized Users access and use of the SaaS.

A.1.2 **Copies**. Client may make a reasonable number of copies of the Documentation solely to support use of the SaaS. All proprietary rights and notices must be reproduced and included on such copies.

A.1.3 **External Information.** The SaaS may contain links to or content from third party information sources (**External Information**). Client understands and agrees External Information is provided by Clinisys solely for convenience and that Client's and its Authorized Users' use of External Information is subject exclusively to the terms of the relevant provider's licensing terms. Clinisys makes no warranties of any kind as to the External Information, including merchantability or fitness for a particular purpose, nor does Clinisys accept any liability with respect to the External Information.

A.2 Restrictions. Except as otherwise expressly permitted in this Agreement, Client and/or its Authorized Users may not, and they may not allow any other person to, directly or indirectly:

A.2.1 use the SaaS in excess of the limitations as stated in an Order;

A.2.2 copy, republish or make the SaaS available to any person other than an Authorized User, including providing service bureau, time-sharing or other computer hosting services to third parties;

A.2.3 remove, modify, or obscure any copyright, trademark or other proprietary notices contained in the SaaS;

A.2.4 change, alter, translate, reverse engineer, decompile, disassemble, modify, create derivative works of, or otherwise attempt to derive the Source Code of the SaaS;

A.2.5 use or facilitate use of the SaaS in any way that is harassing, harmful, obscene, threatening, libelous, or otherwise tortious, or for illegal, abusive, or unethical activities (including violations of law or privacy, hacking or computer viruses);

A.2.6 collect any information from the SaaS using "web-bots", "scraping", "crawling", "spidering", or any other method not explicitly approved in writing by Clinisys;

A.2.7 provide, post, or transmit any data infringing or violating any intellectual property rights or publicity/privacy rights, or containing any viruses or programming routines that may damage, interrupt, or appropriate the SaaS;

A.2.8 use any of Clinisys' Confidential Information to create any product or service similar to or competitive with the SaaS;

A.2.9 operate the SaaS on any User System not meeting the System Requirements;

A.2.10 use the SaaS in any manner that violates the terms of this Agreement, including in violation of any applicable law, regulation or commonly accepted standards of network and application usage; or

A.2.11 alter in any way any Source Code and/or any controls enabling or restricting access to the SaaS.

Breach of any of the foregoing restrictions is a material breach of this Agreement, voids all Clinisys warranties as to the SaaS and relieves Clinisys of any obligation to provide Support.

A.3 Client Responsibilities.

A.3.1 **Assistance.** Client must provide commercially reasonable information and assistance to Clinisys to enable Clinisys to deliver the SaaS, Support and Services.

A.3.2 **User System**. Client must procure and support any User System and provide Clinisys with access to the User System at any time such access is needed for Clinisys to perform its responsibilities under this Agreement. Client's failure to provide access as required herein will result in suspension of any performance by Clinisys of its responsibilities and relieve Clinisys of any related contractual obligation to perform its responsibilities for so long as such access is not provided.

A.3.3 **Permissions.** Client must obtain all necessary permissions from the owners and/or subjects of the Client Data prior to uploading any Client Data to the SaaS. Client is solely responsible for the collection, input and update of all Client Data stored and used on the SaaS or provided or made available to Clinisys for Support purposes. Client agrees to secure any consents required for any other personally identifiable information necessary for exchange with Clinisys in the performance of this Agreement.

A.3.4 **Data Audit and Testing.** Prior to Live Operation, Client must audit its Client Data, including but not limited to patient results and billing transactions, to ensure the integrity of the data imported into the SaaS. Client will have sole responsibility for the accuracy and/or adequacy of information imported into the SaaS. Client will perform its own testing for the SaaS, including testing the file setup and Updates, prior to utilizing them in Live Operation. Client's use of the SaaS in Live Operation will constitute Client's acceptance.

A.3.5 **Updates.** In accordance with Section A.3.1 of this Schedule B, Client will cooperate with Clinisys in the installation and use in Live Operation of Updates. Failure or refusal of Client to accept such Updates is a material breach of this Agreement.

A.3.6 **System Manager.** Client will maintain a full-time, qualified individual who is responsible for the day-to-day coordination of the operation and proper functioning of the SaaS. If Clinisys is required to provide system management services to Client due to lack of Client resources, Client agrees to pay on a time and materials basis at Clinisys' then-current rates for such services. Client understands and agrees the fees for any system management services will be in addition to Client's fees for Support.

A.3.7 **Training.** Client agrees all Authorized Users will receive training by Client or Clinisys prior to using the SaaS. Client is responsible for documenting its own internal policies and procedures relating to the use of the SaaS and agrees such policies and procedures will be available to the Authorized Users prior to Live Operation.

A.3.8 **License from Client**. Client grants to Clinisys and its licensors a limited, royalty-free, non-exclusive and non-transferable license to copy, electronically store, configure, implement, process, display and transmit Client Data solely as necessary to provide the SaaS and Support to Client and its Authorized Users.

A.3.9 **Rules-Based Services.** Client agrees and acknowledges the content of any algorithms, and any corresponding results and actions, are solely Client's responsibility. While Clinisys may offer consulting, training and/or predefined algorithms and rules to implement certain parameters for processing patient test results, Client agrees the final identified parameters will at all times be determined by, and be the sole responsibility of, Client.

A.4 Support. Clinisys will provide the following Support during the Term.

A.4.1 **Provision of Services.** Except as otherwise provided in Section A.3 (Client Responsibilities), Clinisys is responsible for providing all equipment, servers, software, and communications to provide the Services under this Agreement.

A.4.2 **Availability and Response.** Clinisys will provide Support for the most current and one prior Release of SaaS made generally available, on a twenty-four (24) hour per day, 365 days per year basis. Clinisys will use reasonable efforts to respond to any request for Support within one (1) hour for Critical Problems, within one and a half (1.5) hours for Urgent Problems and no later than the next business day for Routine Problems (defined below). Clinisys and Client will jointly determine the category of problem based on each Party's professional discretion and all the facts available. Clinisys' response to Critical Problems, Urgent Problems or Routine Problems may be in person, via telephone conversation with the Client, on-line or by communication with the relevant SaaS. All requests for Support will be documented by Clinisys with time and date of reported incident, description of the reported incident, and explanation of Support services performed.

A.4.2.1 **Critical Problems** means Errors completely preventing use of the SaaS with no immediately available, reasonable workaround (i.e.: SaaS is down or unavailable for use, or the Error poses a risk to patient care);

A.4.2.2 **Urgent Problems** means Errors severely limiting normal use of the SaaS with no available, reasonable workaround (i.e., inability to print reports); and

A.4.2.3 **Routine Problems** means Errors or any other issue not defined as a Critical Problem or Urgent Problem.

A.4.3 **Updates.** Clinisys will provide all Updates made by Clinisys to the SaaS. If produced, updated Documentation will be made available to Client before any change to the SaaS is made.

A.4.4 **Support Exclusions.** Client understands that while Fees will continue to accrue, Clinisys is under no obligation to provide SaaS that has been: (i) altered or modified by Client or any third party without Clinisys' prior written approval or; (ii) specifically designated as end of support or similarly described (**EOS**); however, Support for the EOS SaaS will continue for at least one (1) year after the EOS announcement and Fees will cease for any EOS SaaS after such time. Clinisys is not responsible for: (w) procurement, support or maintenance of the User System; (x) the transmission of order and results information by Client or any Authorized User to the SaaS; (y) any Authorized User's access to the SaaS, or (z) any data supplied by Client or any Authorized User.

A.5 **Uptime.** Clinisys will provide continuous service and access to the SaaS with 99% up-time per month, excluding scheduled maintenance and repairs (**Uptime**). Clinisys will use commercially reasonable efforts to restore access to the SaaS as soon as reasonably possible in the event of an interruption or suspension of service or access to the SaaS.

A5.1 **Uptime Exclusions.** Client acknowledges and agrees that Clinisys will not be responsible for failure to meet Uptime due to (i) outages caused by the failure of a public telecommunications network or internet service provider; (ii) the negligent, grossly negligent or willful actions of Client or its Authorized Users or any other third party; (iii) errors in coding in or any other aspect of the electronic files containing information supplied by Client or its Authorized Users; (iv) unauthorized use or misuse of the SaaS; (v) Client's failure to provide connectivity as required under the Agreement; or (iv) unavailability due to any matter beyond Clinisys' reasonable control.

A5.2 **Uptime Remedy.** In the event the SaaS fails to meet Uptime in any month, Clinisys shall credit to Client's account a pro-rata portion of the SaaS Fees paid by Client attributable to such period. Such credit shall be Client's sole and exclusive remedy for such failure of Uptime. Client must exercise its right to such credit by providing written notice to Clinisys not later than thirty (30) days after the close of the month in which the Uptime failure occurred.

A.6 **SaaS Functionality**. Clinisys reserves the right to integrate any new functionality, modifications or reliability or performance improvements into the SaaS without prior approval of Client, so long as such modifications do not adversely affect Client's use of the SaaS in a material manner. Whenever possible, Clinisys will provide Client with reasonable advance notice of such changes. In the case of an emergency or other urgent circumstance that does not allow for adequate prior notice, Clinisys will inform Client of such changes as soon as possible after they are implemented.

A.7 **Additional Modifications**. Subject to additional Fees at Clinisys' sole discretion, Clinisys agrees to make applicable SaaS delivered under this Agreement compliant with applicable federal regulatory requirements, which are technically feasible and commercially reasonable. Client agrees that such requirements may be resolved through workflow processes until an automated solution is achieved, where possible.

A.8 **Statistical Information**. Clinisys may anonymously compile statistical information related to the performance of the SaaS for purposes of improving the SaaS, provided such information does not identify Client, its Authorized Users, or any Client Data.

SCHEDULE B

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (**BAA**) is attached to and made part of the Agreement between Clinisys (**Business Associate,** within this BAA) and Client (**Covered Entity,** within this BAA). Covered Entity and Business Associate are individually a **Party** and jointly the **Parties**.

RECITALS

A. Covered Entity and Business Associate entered into the Agreement pursuant to which Covered Entity may disclose to Business Associate certain information which may constitute Protected Health Information (defined below).

B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with (i) the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191 (**HIPAA**); (ii) Subtitle D of the Health Information Technology for Economic and Clinical Health Act (**HITECH Act**); and (iii) regulations promulgated thereunder by the U.S. Department of Health and Human Services, including the HIPAA Omnibus Final Rule, (collectively, the **HIPAA Final Rule**).

C. The purpose of this BAA is to satisfy certain standards and requirements of HIPAA, the Privacy Rule and the Security Rule (as those terms are defined below), and the HITECH Act, including, but not limited to, Title 45, §§ 164.314(a)(2)(i), 164.502(e) and 164.504(e) of the Code of Federal Regulations (**C.F.R.**).

B.1 Definitions.

B.1.1 **Electronic Protected Health Information** or **ePHI** has the meaning given to such term under the Privacy Rule and Security Rule, including, but not limited to, 45 C.F.R. § 160.103, as applied to the information Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

B.1.2 **Individual** has the same meaning as such term in 45 C.F.R. § 160.103, including a person who qualifies as a personal representative in accordance with 45 C.F.R § 164.502(g).

B.1.3 **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164, Subparts A and E.

B.1.4 **Protected Health Information** or **PHI** will have the same meaning as such term in 45 C.F.R § 160.103, as applied to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

B.1.5 **Secretary** means the Secretary of the Department of Health and Human Services or his or her designee.

B.1.6 **Security Rule** means the Security Standards at 45 C.F.R Part 160 and Part 164, Subparts A and C.

Capitalized terms used in this BAA and not otherwise defined herein will have the meaning set forth in the Privacy Rule, the Security Rule, and the HIPAA Final Rule, which definitions are incorporated in this BAA by reference.

B.2 Permitted Uses and Disclosures of PHI.

B.2.1 **Uses and Disclosures of PHI.** Except as otherwise limited in this BAA, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

B.2.2 **Permitted Uses of PHI.** Except as otherwise limited in this BAA, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities.

B.2.3 **Permitted Disclosures of PHI.** Except as otherwise limited in this BAA, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided the disclosures are Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person agrees to notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

B.2.4 **Performance of Covered Entity's Obligations.** To the extent Business Associate is to carry out Covered Entity's obligation under the Agreement, Business Associate will comply with the requirements of HIPAA that apply to Covered Entity in the performance of such obligation.

B.2.5 **Data Aggregation.** Except as otherwise limited in this BAA, Business Associate may use PHI to provide Data Aggregation services for Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

B.2.6 **De-identified Data.** Business Associate may de-identify PHI in accordance with the standards set forth in 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data unless prohibited by applicable law.

B.3 Obligations of Business Associate.

B.3.1 **Appropriate Safeguards.** Business Associate will use appropriate safeguards suitable to Business Associate's size, the complexity of its operations and the nature and scope of its activities, to protect against reasonably foreseeable risks to the security, confidentiality and integrity of PHI and will comply with the Security Rule with respect to ePHI. Except as expressly provided in the Agreement or this BAA, Business Associate will not assume any obligations of Covered Entity under the Privacy Rule. To the extent Business Associate is to carry out any of Covered Entity's obligations under the Privacy Rule as expressly provided in the Agreement or this BAA, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

B.3.2 **Reporting of Improper Use or Disclosure, Security Incident or Breach.** Business Associate will report to Covered Entity any use or disclosure of PHI not permitted under this BAA, Breach of Unsecured PHI or any Security Incident, without unreasonable delay, and in any event no more than ten (10) days following discovery; provided, however, the Parties acknowledge and agree this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents. **Unsuccessful Security Incidents** include, but are not limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI. Business Associate's notification to Covered Entity of a Breach will include all information required in 45 C.F.R. § 164.404.

B.3.3 **Business Associate's Agents.** Business Associate will enter into a written agreement with any agent or subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate for services provided to Covered Entity upon restrictions and conditions substantially similar to those that apply through this BAA to Business Associate with respect to such PHI.

B.3.4 **Access to PHI.** To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity pursuant to 45 C.F.R. § 164.524, within ten (10) business days of Business Associate's receipt of a written request from Covered Entity; provided, however, Business Associate is not required to provide such access where the PHI contained in a Designated Record Set is duplicative of the PHI contained in a Designated Record Set possessed by Covered Entity.

B.3.5 **Amendment of PHI.** To the extent Business Associate possesses PHI in a Designated Record Set, Business Associate agrees to make such information available to Covered Entity for amendment pursuant to 45 C.F.R. § 164.526 within twenty (20) business days of Business Associate's receipt of a written request from Covered Entity.

B.3.6 **Documentation of Disclosures.** Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

B.3.7 **Accounting of Disclosures.** Business Associate agrees to provide to Covered Entity, within twenty (20) business days of Business Associate's

receipt of a written request from Covered Entity, information collected in accordance with Section 3.6 of this BAA, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.

B.3.8 **Individual Requests.** If an Individual submits a written request for amendment pursuant to 45 C.F.R. § 164.526, for access pursuant to 45 C.F.R. § 164.524 or for an accounting pursuant to 45 C.F.R. § 164.528, Business Associate will forward such request to Covered Entity within ten (10) days.

B.3.9 **Government Access to Records.** Business Associate will make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule and the Security Rule.

B.3.10 **Mitigation.** To the extent practicable, Business Associate shall mitigate a harmful effect known to Business Associate of a use of disclosure of PHI by Business Associate not permitted by this BAA.

B.3.11 **Minimum Necessary.** Business Associate will request, use, and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure, in accordance with 45 C.F.R § 164.514(d).

B.3.12 **Prohibited Conduct.** Except as permitted by the Privacy Rule, Business Associate will not receive, directly or indirectly, any remuneration in exchange for any individual's PHI and will not use any individual's PHI for marketing or research purposes.

B.4 Obligations of Covered Entity.

B.4.1 **Notice of Privacy Practices.** Covered Entity will notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 C.F.R § 164.520, to the extent such limitation may affect Business Associate's use or disclosure of PHI.

B.4.2 **Individual Permission.** Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Business Associate with PHI. Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, or restriction on the use or disclosure of PHI, to the extent such changes may affect Business Associate's use or disclosure of PHI.

B.4.3 **Minimum Necessary Disclosure.** The Covered Entity will provide to Business Associate only the minimum necessary PHI (as described in 45 C.F.R. 164.502(b)) required for Business Associate to perform its obligations under the Agreement(s).

B.5 Term and Termination.

B.5.1 **Term.** The term of this BAA will commence as of the Effective Date and will terminate when all PHI is destroyed or returned to Covered Entity. If it is infeasible to return or destroy PHI, Business Associate will extend the protections to such information, in accordance with Section 5.3.

B.5.2 **Termination for Cause.** Upon either Party's knowledge of a material breach of this BAA by the other Party, such Party may terminate this BAA immediately if cure is not possible. Otherwise, the non-breaching Party will provide written notice to the breaching Party detailing the nature of the breach and providing an opportunity to cure within thirty (30) business days. Upon the expiration of such thirty (30) day cure period, the non-breaching Party may terminate this BAA if the breaching Party does not cure the breach. If termination is not feasible, the non-breaching Party may report the breach or violation to the Secretary.

B.5.3 **Effect of Termination.**

5.3.1 Except as provided in Section 5.3.2, upon termination of the Agreement or this BAA, Business Associate will return or destroy all PHI and will retain no copies of the PHI. This provision will apply to PHI in the possession of subcontractors or agents of Business Associate.

5.3.2 If it is infeasible for Business Associate to return or destroy the PHI, Business Associate will: (a) extend the protections of this BAA to such PHI and (b) limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

B.6 Indemnification.

B.6.1 Business Associate will defend and indemnify Covered Entity, and its officers, directors, employees and agents from all claims, suits, actions and direct and actual costs (including reasonable attorneys' fees), monetary penalties, and damages incurred by them as a result of any breach of this BAA caused by Business Associate or its agents or subcontractors.

B.7 Survival.

B.7.1 The respective rights and obligations of Business Associate under Section 5.3 of this BAA will survive the termination of this BAA and the Agreement.

B.8 Amendment.

B.8.1 This BAA may be modified, or any rights hereunder waived, only in writing between the Parties. If any provision of the HIPAA Final Rule is amended affecting the obligations contained herein, the Parties agree to negotiate in good faith amendments to this BAA to give effect to such revised obligations.

B.9 Effect of BAA.

B.9.1 In the event of any inconsistency between this BAA and the Agreement, the provisions of this BAA will control with respect to the subject matter hereof. This BAA will be interpreted to permit the Parties to comply with HIPAA and the HIPAA Final Rule.

B.10 Entire Agreement.

B.10.1 This BAA is the complete and exclusive agreement between the Parties with respect to the subject matter hereof, superseding and replacing all prior agreements, communications, and understandings (written and oral) regarding its subject matter.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

ATTACHMENT E: ONE.NETWORK SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement ("Agreement") is entered into between One Network USA, Inc, a company incorporated in the State of Delaware ("one.network"), and the Participating Entity ("Customer"), solely in connection with the NASPO ValuePoint Cloud Solutions Agreement. The parties agree that, notwithstanding any provisions appearing in the NASPO Cloud Agreement, this Agreement will control where there is no conflict; in the event of conflict, the NASPO Cloud Agreement will control.

1. ORDER PROCESS

1.1 Customer may request Services by executing a written Order Form. The Order Form shall only be deemed to be accepted by one.network when one.network issues a written acceptance that is also executed by one.network. one.network shall be free to accept or decline each Order Form in its own discretion.

1.2 The following are expressly incorporated into each Agreement by reference and form part of this Agreement to which it applies:

1.2.1 The relevant Services Specification(s) which have the same name as the Services specified in the Order Form;

1.2.2 such other service specific terms as may be specified in the relevant Order Form from time to time.

1.3 Unless the Order Form specifically states otherwise, if there is an inconsistency between any of the documents comprising this Agreement, the following, descending order of precedence shall apply: (i) the Order Form; (ii) any Services Specifications that apply to that part of the Services; (iii) this Agreement.

2. COMMENCEMENT AND DURATION

2.1 Each Order Form shall become legally binding once accepted and executed by one.network in writing ("**Effective Date**") and, unless earlier terminated in accordance with this Agreement, shall continue until the Licence Commencement Date and then for such minimum term as may be expressed in the Order Form ("**Initial Period**"). Upon expiry of the Initial Period the Order Form shall automatically renew for a period of equal length to the Initial Period, or as otherwise stated on the applicable Order Form ("**Renewal Term**") unless Customer or one.network have given written notice of non-renewal at least three (3) months prior to the end of the Initial Period or Renewal Term (as applicable).

3. LICENCES AND IPR OWNERSHIP

3.1 The Services, the one.network IP (and any part thereof) and all Intellectual Property Rights therein shall belong to and remain the property of one.network. All Intellectual Property Rights in any modifications to the Services (including modifications of the underlying software and algorithms), whether made by or on behalf of one.network independently of this Agreement, pursuant to its terms or otherwise in the course of this Agreement, shall belong to and remain the property of one.network. one.network and its licensors reserve any and all rights (including Intellectual Property Rights) in and to the Services other than the limited licence rights expressly granted in this Agreement.

3.2 As between one.network and Customer all intellectual property rights in the Customer Data shall be owned by Customer. Customer hereby grants (and shall procure the grant of) a perpetual, non-exclusive, irrevocable, worldwide, royalty-free, sub-licensable (to one.network's subcontractors and third-party providers) licence for one.network (and its subcontractors to use on one.network's behalf) to use, reproduce, distribute, prepare derivative works of, display Customer Data in connection with the provision of the one.network Service to Customer. Nothing in this Agreement (including this clause) shall be considered to place any limit on one.network's use of any Customer Data to the extent such data is also available to one.network from another source (including open data sources).

3.3 Customer acknowledges and agrees that certain Customer Data Customer uploads to the Services will become publicly available and/or accessible (both via the one.network Service or otherwise), and that such Customer Data may be used by other users of the one.network Service for their internal business purposes and provided by us to third parties including providers and users of satellite navigation systems, and public authorities (including road traffic authorities) for their own business purposes. For the avoidance of doubt, no personal data will be made publicly available and/or accessible.

3.4 Subject to payment by Customer of the Charges and its compliance with the terms of this Agreement, one.network hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable (except as expressly stated in this Clause) and revocable right from the Licence Commencement Date and then during the Order Term for Customer and its End Users (on Customer's behalf):

3.4.1 to access and use the Services only for the purposes and only in the manner described in the relevant Services Specification for those Services, which if not otherwise stated will be use for the internal business purposes of the Customer only;

3.4.2 to make and use only such number of copies of the Documentation as is reasonably necessary for Customer's use of the Services in accordance with this Agreement.

3.5 For the avoidance of doubt and without limitation, the licences granted under Clause 3.4 do not permit Customer to:

3.5.1 allow access to the Services by, or grant any sub-licence to the Services to, any Third Party (including any Affiliate of the Customer, or its or their Third Party service providers) except as expressly agreed in an Order Form; and/or

3.5.2 use itself or grant any sub-licence to the object code or source code of the Services, which shall remain hosted by or on behalf of one.network at all times.

3.6 Customer shall be responsible for all acts and omissions of End Users during their usage of the Services and any such act or omission that would breach the terms of this Agreement had the same been undertaken by Customer shall be deemed to be a breach by the Customer of the relevant provision(s) of this Agreement.

3.7 Except to the extent permitted by this Agreement, or otherwise prohibited from being restricted by applicable law, Customer shall not, and shall procure that no party to which Customer grants access to the Services (including any one.network IP) shall:

3.7.1 copy, reproduce, publish, distribute, combine, modify, create derivative works of, sell, resell, or in any way commercially exploit any part of the Services;

3.7.2 copy, frame or mirror any part of the Services or access the Services to copy its features, functions, data or graphics to develop a competing service, or attempt to gain access to Third Party data contained within the Services;

3.7.3 reverse engineer, decompile, translate, disassemble or attempt to discover any source code or underlying ideas or algorithms in the Services (or any part of it);

3.7.4 use the Services in any manner which infringes any law or regulation (including any applicable export control laws or regulations) or which infringes the rights of any Third Party under the laws of any jurisdiction;

3.7.5 post, link to or transmit through the Services, any material, which is unlawful, or that contains a virus or other hostile computer program;

3.7.6 use the Services for High Risk Activities;

3.7.7 attempt to create a substitute or similar service through use of or access to the Services;

3.7.8 remove or obscure any copyright, trademark notice, or restrictive legend;

3.7.9 incorporate the Content as a core part of printed matter that is redistributed for a fee; or

3.7.10 use the Services in a manner that gives access to mass downloads or bulk feeds of any Content.

3.8 If Customer or any of its personnel including any End User, provides comments, suggestions, ideas, or other information or materials regarding the Services (**"Feedback"**) to one.network, one.network may use, modify, and incorporate such Feedback to improve or enhance the Services or its other products and services, and Customer hereby grants to one.network a non-exclusive, perpetual, irrevocable, transferable, sublicensable, worldwide and royalty-free license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such Feedback without restriction and without any obligation to provide attribution or compensation to Customer.

3.9 one.network provides the Services, including any related software, data, and technology, for ultimate government end use solely in accordance with the following: the government hereby agrees that the Services qualifies as "commercial" computer software. Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with one.network to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

4. TECHNICAL SUPPORT

4.1 Subject to the Customer's payment of all due and payable Charges and its compliance with this Agreement, one.network shall provide technical support for the Services to the Customer in accordance with the SLA during the Order Term.

5. CHARGES AND PAYMENT

5.1 All Charges are exclusive of applicable sales tax and any other applicable taxes which shall be payable by the Customer at the prevailing rate in addition to the Charges. one.network may change the Charges for the Service by giving Customer advance notice of changes before they apply in accordance with Clause 14.1.

5.2 Unless otherwise agreed in the Order Form, charges are payable in full in advance and all Charges are due 30 days from the invoice date. The Customer shall make all payments by electronic transfer in accordance with the instructions set out in the invoice without any set off or withholding.

5.3 The Customer will be responsible for all reasonable expenses (including legal fees) incurred by one.network in collecting overdue amounts, except where such overdue amounts are due to one.network's billing inaccuracies. one.network shall have the right to charge interest at the rate of 2% per annum from the due date until the date of actual payment, whether before or after judgment, on any Charges which are overdue.

5.4 No terms and conditions contained in or referred to in any purchase order issued by the Customer shall apply to or shall modify this Agreement and any terms or conditions in any such purchase order are of no legal force or effect.

6. CONFIDENTIALITY

6.1 Each Party may have access to Confidential Information of the other Party under this Agreement. A Party's Confidential Information shall not include information that:

6.1.1 is or becomes publicly known through no act or omission of the receiving Party; or
6.1.2 was in the receiving Party's lawful possession prior to the disclosure; or
6.1.3 is lawfully disclosed to the receiving Party by a Third Party without restriction on disclosure; or
6.1.4 is independently developed by the receiving Party without use of or reference to the disclosing Party's Confidential Information (and such independent development can be shown by written evidence).

6.2 Notwithstanding anything to the contrary, receiving Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body or other regulations provided that in each case the Party required to provide disclosure shall provide reasonable advance notice to the other Party if lawfully permitted.

6.3 Each Party shall hold the other Party's Confidential Information in confidence and (i) not make the other's Confidential Information available to any Third Party except those of its employees and agents who need such access to perform obligations under this Agreement and who are bound by confidentiality obligations substantially similar to those set forth in this Agreement, and (ii) use the other's Confidential Information for any purpose other than the implementation of this Agreement.

6.4 Each Party agrees to take all reasonable steps to ensure that the other Party's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this Agreement.

6.5 one.network shall be permitted to disclose or permit access to Customer's Confidential Information also to its Affiliates and subcontractors and to their employees and independent contractors, provided that their access or use otherwise satisfies the requirements set out in Clauses 6.3 and 6.4. The Customer agrees that one.network may publicly announce and list the Customer as a customer of one.network (including on one.network's website).

6.6 This Clause 6 shall survive termination of this Agreement and each Order Form for any reason.

6.7 Nothing in this Clause 6 shall prevent the use or disclosure of any Customer Data where otherwise permitted by this Agreement.

7. WARRANTIES AND REPRESENTATIONS

7.1 Each of the Parties warrants to the other that it has full power and authority to enter into and perform its obligations under this Agreement.

7.2 Customer warrants to one.network that:

7.2.1 Customer will not upload any Customer Data that Customer knows or reasonably believes is inaccurate and/or contains errors;
7.2.2 Customer has the right, power and authority (including the necessary consents and permissions) to grant to one.network the rights in the Customer Data as necessary to perform its obligations and exercise its rights as specified in this Agreement;
7.2.3 Customer Data will not infringe any Third Party rights, including without limitation Intellectual Property Rights; and
7.2.4 it will comply with all laws and regulations applicable to the Customer's use or receipt (and the use or receipt by its End Users) of the Services.

7.3 one.network warrants to Customer that:

7.3.1 one.network has the right, power and authority to grant to Customer the rights contemplated herein to access and use the Services;

7.3.2 one.network will comply with all laws and regulations applicable to one.network's provision of the Services;

7.3.3 one.network shall provide all Support Services with reasonable care and skill;

7.3.4 one.network will use reasonable endeavors to ensure that the Customer's use of the Services shall not introduce any virus to the Customer's systems, including by using the latest version of anti-virus definitions and software available from an industry accepted anti-virus software vendor; and

7.3.5 the Services will materially comply with their description and specification set out in the Services Specification.

7.4 If the Customer notifies one.network in writing of any alleged breach of Clause 7.3.5, one.network's sole liability and Customer's sole remedy for such alleged breach are the Support Services, provided, however, if one.network cannot correct such non-conformity within 90 days of such notification then Customer may terminate this Agreement in accordance with Clause 11.1.

7.5 Any warranties given by one.network shall be subject to Customer using the Services in compliance with this Agreement, and one.network shall not be liable under this Clause for, or required to remedy, any problem arising from any defect or error wholly caused by any software, systems, services or other equipment used in connection with the Services that are provided by the Customer or any Third Party.

7.6 Customer acknowledges and agrees that it is Customer's responsibility to ensure the facilities and functions of the Services meet Customer's requirements (including Customer's legal and regulatory requirements).

8. DISCLAIMER OF WARRANTY

8.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ONE.NETWORK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, OPERABILITY, USE, UNAUTHORIZED ACCESS TO OR USE OR LOSS OF DATA, ACCURACY OF RESULTS, OR OTHERWISE ARISING FROM A COURSE OF DEALING OR RELIANCE. ONE.NETWORK DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT THE SERVICES WILL BE COMPATIBLE WITH ANY PARTICULAR DEVICE, THAT ANY DATA PROCESSED BY ONE.NETWORK WILL BE COMPLETE, CURRENT OR ACCURATE, OR THAT ITS SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT UNAUTHORIZED ACCESS TO OR USE OR LOSS OF DATA, SUBSCRIBER CONTENT, OR SUBSCRIBER APPLICATIONS. ONE.NETWORK SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY THIRD-PARTY COMPONENTS, PRODUCTS, OR SERVICES PROVIDED WITH THE SERVICES AND FOR THE AVAILABILITY OR SUBSCRIBER'S USE OF ANY DATA OR INFORMATION STORED ON THE SERVICE. THE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS IN THIS CLAUSE APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

9. LIMITATION OF LIABILITY

9.1 EXCEPT FOR EITHER PARTY'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY SUCH PARTY'S NEGLIGENCE; AND (B) DAMAGES CAUSED BY A PARTY'S BREACH OF CONFIDENTIALITY, TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR ANY OTHER INTANGIBLE LOSS) ARISING OUT OF OR RELATING TO CUSTOMER'S USE OF OR INABILITY TO ACCESS OR USE, THE SERVICE OR ANY MATERIALS OR CONTENT ON THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ONE.NETWORK HAS BEEN INFORMED OF THE POSSIBILITY OF DAMAGE.

9.2 EXCEPT FOR CUSTOMER'S BREACH OF CLAUSE 3.5, 3.7 OR ANY OTHER USE RESTRICTIONS STATED IN THIS AGREEMENT AND CUSTOMER'S INDEMNIFICATION OBLIGATIONS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE AGGREGATE LIABILITY OF EACH PARTY TO THE OTHER PARTY FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT, OR OTHERWISE, IS LIMITED TO THE AMOUNT PAID BY CUSTOMER TO ONE.NETWORK IN THE TWELVE MONTHS PRECEDING SUCH CLAIM.

9.3 THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS CLAUSE 9 WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

10. INDEMNITIES

10.1 one.network Indemnification. one.network will indemnify and defend Customer from or settle any claim, proceeding, or suit ("**Claim**") brought by a Third Party against Customer alleging that the Services infringe or misappropriate such Third Party's Intellectual Property Right. Provided however, one.network will have no obligation under this Clause 10.1 for any infringement or misappropriation to the extent that it arises out of or is based upon (a) use of the Services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (b) use of the Services by Customer, including its authorized users, for purposes not intended or outside the scope of the license granted to Customer; or (c) any modification of the Services not made by one.network where such infringement or misappropriation would not have occurred absent such modification.

10.1.1 If an infringement Claim has occurred, or in one.network's judgment is likely to occur, one.network may, at one.network's option and expense, (i) procure the right for Customer to continue to use the Services, (ii) replace or modify the Services in a functionally equivalent manner so that they become non-infringing, or (iii) in the event that the above remedies are not commercially reasonable, terminate this Agreement and refund to Customer a pro-rated portion of any pre-paid Charges for Services not provided.

10.1.2 This Clause 10.1 states one.network's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party intellectual property right by the Services.

10.2 Indemnification Procedure. If any Party is entitled to indemnification under this Clause 10: (a) the indemnified Party will give the indemnifying Party prompt written notice of any Claim; (b) the indemnified Party will grant the indemnifying Party full and complete control over the defense and settlement of the Claim; and (c) the indemnified Party will provide assistance in connection with the defense and settlement of the Claim as the indemnifying Party may reasonably request. The indemnifying Party will not settle any Claim without the indemnified Party's prior written consent. The indemnified Party will have the right to participate in the defense of the Claim at its own expense and with counsel of its own choosing, but the indemnifying Party will have sole control over the defense and settlement of the Claim.

11. SUSPENSION AND TERMINATION

11.1 Without prejudice to any other rights or remedies which the Parties may have under this Agreement, either Party may terminate this Agreement without liability to the other immediately upon giving notice to the other if the other Party commits a material breach of this Agreement which is irremediable or, if capable of being remedied, is not remedied within 30 days of receipt of a notice from the other Party requiring it to be remedied.

11.2 Without prejudice to one.network's other express rights under this Agreement, one.network may immediately terminate this Agreement or suspend Customer's access to and/or one.network's provision of, the Services if:

11.2.1 Customer fails to pay any amount due under the Order Form on the due date for payment and remains in default not less than 45 days after being notified in writing to make such payment; or

11.2.2 Customer is in breach of Customer's obligations set out in this Agreement and such breach has had (or is reasonably likely to have) a serious adverse impact on the security of one.network's IT systems and the security of one.network's other customers and their data.

11.3 one.network shall notify Customer of a suspension pursuant to Clause 11.2 and the same shall continue until the Customer has remedied Customer's breach to one.network's satisfaction. Such suspension shall not place one.network in breach of one.network's obligations to provide the Services and shall not relieve Customer from paying the Charges in accordance with the terms of this Agreement. one.network shall use reasonable endeavors to provide Customer with such information one.network is aware of to expedite Customer's remedy of such breach. one.network may charge Customer a reconnection and/or administration fee following any such suspension.

11.4 Upon the expiry or termination of this Agreement:

11.4.1 the provision of the Services and all rights granted to Customer to access, receive and use the Services shall cease;

11.4.2 without prejudice to one.network's other rights and remedies, Customer shall immediately pay all Charges incurred prior to the date of termination; and

11.4.3 Customer shall immediately delete or remove any one.network IP from all computer equipment and electronic devices including storage devices in its possession and certify to one.network that it has done so.

11.5 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations and liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry. Any provision hereof that, by its nature, is intended to survive termination or expiry hereof shall so survive.

12. THIRD PARTY CONTENT AND THIRD PARTY SERVICES

12.1 If the Services incorporate Third Party Services then the Customer's access and use of those Third Party Services is subject to the terms, conditions and guidelines provided by the relevant Third Party as further detailed in this Agreement or as specified at https://one.network/legal.

12.2 If the Services incorporate Third Party Content, then the Customer's access and use of the Third Party Content is subject to the terms, conditions and guidelines provided by the relevant Third Party as further detailed in this Agreement (including this Clause) or as specified at https://one.network/legal.

13. PERSONAL DATA

13.1 Customer shall comply with all privacy and data protection laws and regulations applicable to Customer Data or the use of the Services by Customer and its End Users.

14. AMENDMENTS

14.1 one.network reserve the right to change this Agreement on a going-forward basis at any time upon notice, provided that immaterial modifications are effective upon 7 days' notice by publication and material changes are effective upon the earlier of Customer's acceptance of the modified terms or the Customer's next Renewal Term. Except as expressly permitted herein, any amendment to this Agreement must be in writing, signed by both Parties, and must expressly state that it amends this Agreement.

15. MISCELLANEOUS

15.1 Each Party shall comply with all applicable law relating to anti-bribery and anti-corruption.

15.2 Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

15.3 All notices of termination or breach must be in writing and addressed to the other Party at its address set out above and sent for the attention of the legal department. Notice shall be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable).

15.4 This Agreement does not confer any rights on any third party beneficiary (other than the Parties to this Agreement and, where applicable, their successors and permitted assigns).

15.5 Each Party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement or the relevant Order Form.

15.6 Neither party may assign its right, duties, and obligations under this Agreement without the other party's written consent. one.network shall have the right to subcontract the exercise of its rights and performance of its obligations under this Agreement to Third Parties.

15.7 Any failure of either Party to insist upon or enforce performance by the other Party of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement will not be interpreted or construed as a waiver or relinquishment of such Party's right to assert or rely upon such provision, right or remedy in that or any other instance.

15.8 If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to give effect the intent of the Parties and will be reformed to the extent necessary to make such provision valid and enforceable.

SCHEDULE 1
DEFINITIONS

Affiliate means in respect of an entity, each and any subsidiary or holding company of that entity and each and any subsidiary of a holding company of that entity from time to time.

Charges means the charges for the applicable Services as set out or referred to in the Order Form.

Confidential Information means information that one Party (or an Affiliate) discloses to the other Party under this Agreement, and which is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that the recipient already knew and did not hold in confidence, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a Third Party. The specific functionality of the Services (including the Services Specifications) and the pricing is included in one.network's Confidential Information.

Content means any content provided by one.network through the Services (whether created by one.network or a Third Party), and may include, but is not limited to map data, roadworks data, traffic management intervention data, and traffic data, and/or such other content specified in the Service Specification.

Customer Data means data owned by the Customer or licensed to the Customer by a Third Party licensor and which the Customer loads, or which is loaded on the Customer's behalf, into the Services.

Documentation means any operating manuals, user guides and other instructional materials or aids (whether hard copy or electronic) provided by one.network to the Customer relating to the use of any of the Services.

End User means, unless otherwise specified in an Order Form, a person who is employed by Customer or who is engaged by Customer as an independent contractor, in each case who is permitted to use the Services under the terms of this Agreement for the benefit of Customer.

Force Majeure Event means an event beyond the reasonable control of the relevant Party, including flood, fire, explosion, the elements, epidemic, disease, war, civil commotion, terrorist activity, shortage of raw materials, power or fuel, breakdown of plant or machinery, computer, software and hardware failure, or any failure in a communications network.

High Risk Activities means uses where the use or failure of the Services could lead to death, personal injury, or property or environmental loss, damage, pollution or contamination.

Intellectual Property Rights means patents, trademarks, service marks, trade names, design rights, copyright, rights in software, database rights, rights in know-how and other intellectual property rights or equivalent forms of protection of whatever nature arising anywhere in the world, whether registered or unregistered and including applications for the grant of any such rights together, and rights in Confidential Information.

Licence Commencement Date means the date that the licences granted under this Agreement shall commence, as specified in the Order Form.

one.network IP means the Services including the Documentation, Content, any other material provided by one.network, one.network's Confidential Information, and all Intellectual Property Rights in the foregoing.

Order Form means an order form in writing between one.network and Customer and signed by each Party.

Order Term means the term of an Order Form from the Licence Commencement Date and includes the Initial Period together with any applicable Renewal Terms (if any).

Party means a party to this Agreement.

Personal Data has the meaning given to it under the relevant privacy and data protection laws and regulations.

Service Level Agreement or **SLA** means the Service Level Agreement set out in Schedule 2 to this Agreement unless otherwise specified in the Services Specification or Order Form.

Services means all services (including the provision of the relevant one.network IP) provided by or on behalf of one.network, to the extent and as further described in an Order Form. For the avoidance of doubt, the Services include making certain Customer Data available to members of the public.

Services Specification means service specifications for specific Services, in each case being the most current version which is located at the URL specified in the Order Form at the time this Agreement comes into force.

Support Services means the services provided under the SLA in relation to the Services.

Third Party means a person other than the Parties.

Third Party Content means any Content that comes from a Third Party.

Third Party Service means any service which is provided by a Third Party.

SCHEDULE 2
SERVICE LEVEL AGREEMENT

1 DEFINITIONS

1.1 In this Schedule the following additional definitions shall apply:

1.2 "**Business Days**" are Monday to Friday, excluding public holidays;

1.3 "**Business Hours**" are 9:00am to 5:00pm on Business Days;

1.4 "**Help Desk**" means one.network's help desk;

1.5 **"Problem Management"** is the process of analysing, tracking, correcting and communicating Service Requests and their Resolutions;

1.6 **"Response"** is the communication to the Customer of the action proposed to be taken to provide a Resolution;

1.7 **"Resolution"** is the implementation of a solution to a Service Request;

1.8 **"Resolution Target"** is the target time to be taken to provide a Resolution;

1.9 **"Service Request"** is a notification issued by the Customer to one.network identifying a failure, or potential failure, or event that has resulted in a loss, or potential loss, of availability or performance of any aspect of a Service;

2 ONE.NETWORK SUPPORT SERVICES

2.1 The following are the agreed elements that are covered by this SLA:

- Support Coverage: Business Hours
- Service Element: The Services as set out in the Order Form

2.2 The Support Services process to be delivered under this SLA is split into three levels:

- Level 1 Support: Help Desk Support (See Paragraph 4)
- Level 2 Support: Technical Support (See Paragraph 5)
- Level 3 Support: Programming (See Paragraph 6)

2.3 one.network does not offer or provide any guaranteed Resolution times, but will at all times seek to ensure a prompt and satisfactory conclusion to a Service Request within the Resolution Target. one.network shall not be liable to the Customer or any End User for any loss or damages caused by one.network not achieving any Resolution Target outlined in this SLA.

2.4 one.network shall provide an escalation procedure for any ongoing Service Request as outlined in Paragraph 13 of this SLA.

3 CUSTOMER OBLIGATIONS

3.1 The Customer will appoint at least two "**Support Administrators**" who, after appropriate training, will act as the focal point of contact to one.network, providing an initial level of support for the Support Services under this SLA. one.network shall communicate only with the Support Administrators in relation to Service Requests.

3.2 Both Parties shall ensure that they adhere to operating procedures and practices, codes of conduct, duties and obligations such as may be required for the purposes of data security and data protection, including password management, anti-virus tools and information security tools.

4 HELP DESK (LEVEL 1) SUPPORT

4.1 one.network will provide Help Desk support during Business Hours.

4.2 The Help Desk will accept Service Requests by e-mail and telephone. E-mail logging is the preferred method and the Customer shall submit Service Requests by email whenever possible.

4.3 All Service Requests will be logged by the one.network Help Desk and allocated a unique "Call Reference Number". This should be used when progressing any current or outstanding call.

4.4 All Service Requests will receive an initial Response within 2 hours of being logged by a Help Desk Analyst.

4.5 The Help Desk Analysts will perform initial problem determination. If possible the Help Desk Analyst will provide the necessary help and advice to provide a Resolution during the initial determination or by further investigation.

4.6 The Help Desk Analyst will agree the Priority of the Service Request with the Customer and hence the Resolution Target as defined in Paragraph 7.

4.7 If the Help Desk Analyst is unable to provide a Resolution the Help Desk Analyst will move the Service Request to Level 2.

4.8 The Help Desk Analyst will continue to provide ongoing Problem Management. The Help Desk Analyst will update the Service Request whenever a new status is available. The Help Desk Analyst will communicate the status back to the Customer. The frequency and method will be agreed with the Customer depending upon the nature of the problem.

4.9 Once a Resolution is found, the Help Desk will close the Service Request with the originating party.

4.10 Service Requests which have been passed back to the Customer's Systems Administrator for further actions will be automatically closed if no response has been received within 5 Business Days of the call being passed to the Systems Administrator.

5 TECHNICAL (LEVEL 2) SUPPORT

5.1 The Technical Support Team will accept Service Requests that have not been resolved by the Help Desk Analysts at Level 1, for further investigation, and if possible, Resolution without being moved to Level 3.

5.2 The Technical Support Team will investigate the Service Request to fully understand the nature of the issue, and will determine the cause and plan the best and most suitable method for Resolution.

5.3 The target for Level 2 issues is to clear everything that does not require a change to the Software (bug fix or added functionality), for example configuration issues, data issues, network connectivity issues or deployment of upgrades.

5.4 If a Service Request requires a change to the Software then the Service Request will be moved to Level 3 support, Programming Support.

6 PROGRAMMING (LEVEL 3) SUPPORT

6.1 The Programming Support team will accept Service Requests that have not been resolved by the Technical Support team at Level 2, meaning they have been classified as requiring a Software change and at this point the call will be allocated a change request number.

6.2 If a Service Request is passed to Level 3 the support process varies depending on the agreed Priority of the Service Request.

6.2.1 For Priority A and B issues the Service Request and call will remain open until a full Resolution has been reached in line with Paragraph 7.

6.2.2 For Priority C issues the Service Request will be marked as Resolved and the call closed. The Programming Support Team will take on responsibility for the Change Request and will report on the availability of fixes in line with Paragraph 7.

6.2.3 For Priority D issues the Service Request will be marked as Resolved and the call closed. The Change Request will be logged and reviewed but as per Paragraph 7 no commitment is made to make a change.

6.3 If the issue is agreed as a bug the Programming Support Team will make the necessary changes to the Software. The target is to provide a Resolution in line with the Resolution Targets detailed in Paragraph 7.

6.4 A Service Request passed to Level 3 support may, once reviewed, be regarded as not a bug but a request for a change in functionality. The Service Request will be closed at this point. The Customer can request one.network to carry out the change on a chargeable basis or request that the change be considered for a future release of the Software. one.network has no obligation to carry out either the chargeable work or to put any request into a future release.

7 PRIORITY LEVELS AND RESOLUTION TARGETS

7.1 Priority Definitions

All Service Requests will be allocated a Priority and agreed with the Customer based on the following criteria:

Priority A - Urgent

Those Incidents that have a major and immediate impact on a key business function, rendering it, or them, inoperable. Typically users cannot continue a business function or operation.

Priority B - High

Those Incidents not having an immediate impact on a key business function but that are not functioning properly. Typically users can continue a business function or operation but with difficulty.

Priority C - Normal

Those Incidents where users can continue a business function or operation but an improvement is required.

Priority D - Low

Minor or cosmetic problems with systems or service. The service is not materially affected.

7.2 For calls relating to:

- Software; and
- Hosting, Network Infrastructure and Connections

the following are the target times to provide a Resolution for each priority of call.

Priority	Resolution Targets
A: Urgent	8 Business Hours
B: High	Five Business Days
C: Normal	Twenty Business Days
D: Low	No commitment but may be considered for a future release

7.3 Performance targets are to meet 95% of the above targets ("**Performance Targets**"). Performance Targets for the hosting environment are provided in Paragraph 8.2

7.4 In cases of Priority A calls occurring or continuing during out-of-Business Hours it may be applicable for the Customer's Systems Administrator, or a similarly skilled Customer representative, to be available out-of-Business Hours for continued updates and other similar actions. Failure to have a Customer resource available may impact on one.network's ability to achieve the Resolution Targets above.

8 EXCLUSIONS

8.1 Support Services do not cover the following and as a consequence when one.network is required to carry out remedial work and rectification of problems associated with any of these exclusions, one.network reserves the right to levy a charge for costs incurred (provided that the charge is notified to and agreed by the Customer before it is incurred):

8.1.1 the rectification of any problems caused by user errors or damage or failure to follow manufacturers or one.network's recommendations on any aspect of the use, operation or configuration of the system or applications;

8.1.2 problems inherent in Third Party software or systems where the rectification is beyond the control of one.network;

8.1.3 problems caused or induced by virus software introduced by the Customer or End User;

8.1.4 any restoration of Software or data that is requested by the Customer, or required to rectify problems or data loss or data damage caused by the Customer;

8.1.5 any problems caused by or associated with Third Party hardware or software not installed or supported by one.network;

8.1.6 Customer's internal network systems and computers, and their administration and operation and associated desktop standards; and

8.1.7 upgrade or enhancement software for Third Party supplied products that may be required for rectification of the reported problem as part of the normal support service, other than those that are supplied by one.network as part of the Services.

8.2 Support Services do not cover questions that can and should be resolved by the appropriate product training.

9 ESCALATION PROCEDURE

9.1 An escalation procedure exists to enable either Party to escalate an issue if they believe the issue is not being dealt with in line with this SLA or is not being given the level of importance believed to be required. Two paths for escalations exist as set out below.

9.2 Any party involved in the delivery or receipt of Support Services who identifies a breakdown in those Support Services can initiate escalation through an escalation request to the Help Desk.

9.3 If the Customer is not satisfied with the progress of the Resolution and the Customer believes that if the situation is not resolved, it would result in serious implications to the Customer in terms of loss of business or adverse publicity or will result in missed Performance Targets under this SLA or cause serious inconvenience for the Customer then the Customer can request that an escalation request be marked as "Support Manager escalation". Once received these escalations will be monitored throughout by the Support Manager. On receipt of such an escalation the Support Manager is to:

9.3.1 Formulate a plan of action;

9.3.2 Communicate this to the initiator of the escalation and to an appropriate and senior manager within the Customer;

9.3.3 Agree timescales for Resolutions;

9.3.4 Agree times for updates in information;

9.3.5 Record all actions taken; and

9.3.6 On closure formally write to the Customer with full details of the escalation and subsequent Resolution.

9.4 If at any time an escalation is not proceeding to a conclusion within agreed timescales then the Customer can request an immediate escalation to the Chief Product Officer of one.network.

10 COMPLAINTS

10.1 If the Customer is unhappy with any element of the Support Service they can register a complaint with one.network. All Customer complaints shall be positively received by one.network and logged on the call management system as a "complaint". All complaints received shall be dealt with in the following way:

10.1.1 All complaints shall be passed to the VP Customer Success of one.network for action. An initial response acknowledging the complaint shall be made by e-mail within one Business Day of the receipt.

10.1.2 The complaint shall be investigated by the VP Customer Success and formally responded to in writing within five Business Days. This response should include full details of the investigation and any corrective action being taken by one.network as a result.

10.1.3 No complaint shall be closed on the call management system until it has been resolved to the satisfaction of the Customer and reviewed by the VP Customer Success of one.network.

CLEARVIEW AI. INC TERMS OF SERVICE

CLEARVIEW AI, INC. SERVICE AGREEMENT TERMS

IMPORTANT, READ CAREFULLY: YOUR USE OF AND ACCESS TO THE CLEARVIEW WEBSITE, PRODUCTS, SERVICES AND ASSOCIATED SOFTWARE OF CLEARVIEW AI, INC. AND ITS AFFILIATES, SUBSIDIARIES AND RELATED ENTITIES (COLLECTIVELY, "CLEARVIEW") IS CONDITIONED UPON YOUR COMPLIANCE WITH AND ACCEPTANCE OF THESE TERMS AND THE USER CODE OF CONDUCT. PLEASE REVIEW THOROUGHLY BEFORE ACCEPTING.

BY CLICKING/CHECKING THE "I AGREE" BUTTON/BOX, ACCESSING THE CLEARVIEW WEBSITE OR BY UTILIZING THE CLEARVIEW SERVICES, YOU AGREE TO BE BOUND BY THESE TERMS OF SERVICE AND ALL EXHIBITS, ORDER FORMS, AND INCORPORATED POLICIES (THE "AGREEMENT", OR "TERMS"). CLEARVIEW SERVICES ARE NOT AVAILABLE TO PERSONS WHO ARE NOT LEGALLY ELIGIBLE TO BE BOUND BY THESE TERMS OF SERVICE.

This Agreement is between Clearview AI, Inc., a Delaware corporation with a business address of 99 Wall Street, #5730, New York, NY 10005, and You ("**You**" or "**Customer**"), and sets forth the terms and conditions by which Clearview will make its Services available to You. Clearview and Customer are sometimes referred to individually as "party", and collectively as "parties". Clearview may provide any of the Services hereunder through any of its Affiliates. If You order Services or Products through an on-line registration page, a trial account, through an Authorized Reseller, a Clearview services agreement, or an order form (each an "**Order Form**"), the Order Form may contain additional terms and conditions and information regarding the Services You are ordering. Unless otherwise expressly set forth in any such additional terms and conditions applicable to the specific Service which You choose to use, those additional terms are hereby incorporated into this Agreement in relation to Your use of that Service. In the event of a conflict between the Order Form and this Agreement, the Order Form will prevail.

System Requirements: Use of the Services requires one or more compatible devices, Internet access (fees may apply), and certain software (fees may apply), and may require obtaining updates or upgrades from time to time. Because use of the Services involves hardware, software, and Internet access, Your ability to access and use the Services may be affected by the performance of these factors. High speed Internet access is recommended. You acknowledge and agree that such system requirements, which may be changed from time to time, are Your responsibility.

Disclaimer: Search results established through Clearview and its related systems and technologies are indicative not definitive. Clearview makes no guarantees as to the accuracy of its search-identification software. Law enforcement professionals **must** conduct further research in order to verify identifying information or other data discovered on third party sites by any Clearview system or included in Clearview search results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

The parties incorporate by this reference the above clauses, and agree as follows:

1. **DEFINITIONS.** The following definitions will apply in this Agreement, and any reference to the singular includes a reference to the plural and vice versa.

   1.1. "**Authorized Reseller**" means an entity that is authorized by Clearview to sell and market Clearview Products and Services to a law enforcement agency or government Customer pursuant to a separate agreement executed between Authorized Reseller and Clearview.

   1.2. "**Authorized User**" means an individual who is employed by or under the legal direction of the Customer and is either (i) a sworn law enforcement professional, or (ii) authorized to perform investigative tasks on behalf of the Customer. Any and all Authorized Users must be authorized and approved by the Executive User to use the Services.

   1.3. "**Clearview**", "**We**", or "**Our**" means Clearview AI, Inc., its subsidiaries, successors and assigns.

   1.4. "**Customer**" or "**You**" means the individual or agency identified on the applicable Order Form or Clearview provided invoice. *If the Customer is a federal or state government agency, please refer to Appendix 2 for Amended Terms for Customers that are Federal, State and Local Governments in the United States.*

   1.5. "**Executive User**" means an individual whose Clearview User account has administrative privileges including search history audit and suspension capabilities over all Users associated with Your account.

   1.6. "**Fees**" means all fees, charges, and applicable taxes payable by Customer to Clearview or by Customer to an Authorized Reseller for a license right to use and access the Services and Products, all as further outlined in Customer's applicable Order Form.

   1.7. "**Services**" or "**Products**" means Clearview AI Inc.'s mobile application and web browser application (found on the web at Clearview.ai); Clearview AI Inc.'s facial imaging and search software, image database, publicly-available online image indexing and search functionality, its website; and any ancillary products or services purchased by the Customer and listed on the applicable Order Form.

   1.8. "**User**" means collectively the Customer, the Authorized Users and the Executive User(s).

2. **LICENSE TERMS.** You may only use and access the Clearview Services pursuant to the terms of this Agreement. You are solely responsible for You and Your Authorized Users' use of the Services and shall abide by, and ensure compliance with, all applicable laws in connection with Your and each Authorized User's use of the Services, including but not limited to laws related to intellectual property, privacy and export control, and any laws applicable to Your agency's use of facial recognition technology. Use of the Services is void where prohibited.

   2.1. Subject to payment of all applicable Fees and Customer's adherence to the terms and conditions of this Agreement, Clearview grants You and Your Authorized Users a non-exclusive, non-transferable right to access and use the

Services as well as any copies, corrections, bug fixes, enhancements, modifications or new versions created by Clearview for the purpose of providing the Services to You. Any and all information You submit to Clearview in order to register for and/or use certain Services must be accurate. You are entirely responsible for maintaining the security of Your login information to the Services and agree not to disclose such to any unauthorized third party.

3. **USES**.

3.1. **Permitted Uses.**

3.1.1. Before accessing the Clearview Products and Services, You must complete a training on how to use such Products and Services in accordance with these Terms, User Code of Conduct and Principles. You will assign one Executive User to act as liaison between You and Clearview. The Executive User is responsible for providing a list to Clearview of who is an Authorized User and is responsible for overseeing their use of the Services, all of which must be in accordance with the User Code of Conduct. Users shall only use the Services for legitimate law enforcement and investigative purposes, all of which must be done in compliance and consistent with any local, state, federal or other applicable law. Users shall not use the Services to research or investigate any persons except those related to its law enforcement or investigate uses, such as suspects, defendants, witnesses, or victims.

3.1.2. You represent and warrant that You are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in this Agreement, and to abide by and comply with this Agreement. Your access may be terminated without warning if we believe that You are otherwise ineligible.

3.2. **Prohibited Uses.**

3.2.1. You agree that You will not use, and will not permit any Authorized User to use, the Services and Products to: (i) modify, disassemble, decompile, prepare derivative works of, reverse engineer or otherwise attempt to gain access to the source code of the Services; (ii) knowingly or negligently use the Services in a way that abuses, interferes with, or disrupts Clearview's networks, Your account, or the Services; (iii) engage in activity that is illegal, fraudulent, false, or misleading; (iv) engage in activity that would discriminate against any person or violate any person's civil rights; (v) transmit through the Services any material that You unlawfully possess; (vi) unless otherwise agreed upon between You and Clearview pursuant to a separately executed agreement, build or benchmark a competitive product or service, or copy any features, functions or graphics of the Services; (vii) upload or transmit any software, content or code that does or is intended to harm, disable, destroy or adversely affect performance of the Services in any way or which does or is intended to harm or extract information or data from other hardware, software or networks of Clearview or other users of Services; (viii) engage in any activity or use the Services in any manner that could damage, disable, overburden, impair or otherwise interfere with or disrupt the Services, or any servers or networks connected to the Services or Clearview's security systems; or (ix) use the Services in violation of any Clearview policy or in a manner that violates any local, state, federal, or other law, including but not limited to anti-spam, export control, and anti-terrorism laws, trade agreements or treaties.

3.2.2. With respect to the Services and Products, You and all Users are prohibited from engaging in the following acts: (i) using the Services for a commercial purpose; (ii) selling, marketing, or licensing any photographs or other information discovered using the Services; (iii) infringe on any known copyright discovered with or access by the Service; (iv) permit anyone other than an Authorized User or Executive User to use or access Your account, the Services and Products; (v) use any automated systems or software to extract the whole or any part of the Services, the information or data on or within the Services, including image search results or source code, for any purposes (including uses commonly known as "scraping"), or reverse engineer the Services; and (vi) research or identify any known individuals residing or located in the State of Illinois, U.S.A.

3.3. You are responsible for the activities of all Users who access or use the Services through Your Account and You agree to ensure that any such Users will comply with the terms of this Agreement. Clearview assumes no responsibility or liability for violations by You or Your Authorized Users. If You or the Executive User becomes aware of any violation of this Agreement in connection with use of the Services by any person, please immediately contact the Clearview legal department at legal@clearview.ai. Clearview may investigate any complaints and violations that come to its attention and may take any (or no) action that it believes is appropriate, including, but not limited to issuing warnings, removing the content or terminating accounts and/or User access. Clearview shall have the right from time to time, and at all reasonable times during the term of this Agreement, to audit the log in and User activity of a Customer Account to ensure compliance with the terms of this Agreement. If such audit reveals that Customer provided unauthorized access to users not permitted under this Agreement, or used the Services in violation of this Agreement, Clearview may terminate this Agreement, suspend the Customer account, or suspend Customer access to the Clearview Products unless and until the Fees payable under this Agreement are adjusted to reflect the Customer's actual usage of the Clearview Products.

4. **PAYMENT TERMS**.

4.1. **Forms.** You agree that Clearview may charge to Your credit card or other payment mechanism selected by You and approved by Clearview ("**Your Account**") all amounts due and owing for the Services, including applicable taxes and service fees, set up fees, subscription fees, or any other fee or charge associated with Your Account, all of which is set forth in Your Order Form or invoice. Notwithstanding anything stated otherwise, except for an Order Form from an Authorized Reseller, if You provide Clearview with Your own purchase order document (whether signed by one or both parties), unless otherwise agreed to by the Clearview Chief Revenue Officer, such document shall be construed **solely** as evidence of Customer's internal business processes or terms, and the terms and conditions contained on such document will be of no effect with respect to this Agreement between the parties.

4.2. **Monthly.** If Your Account is on a month-to-month term, Clearview will charge the credit card that You provide Your on a monthly basis for the Services commencing on the date Your Account is first activated and each month thereafter. In the event that Clearview is unable to process Your payment for Services, You will have seven (7) days to provide new credit card information to pay for the Services, otherwise Your access to the

Services may be terminated by Clearview in its sole discretion.

4.3. **Term**. If Your Account is for a specific term period, then You shall pay for the Services outlined on Your Order Form or invoice within thirty (30) days after the date of such invoice, and in the method(s) specified by Clearview (without any deduction or set-off); provided that You may withhold only a portion of a payment that is due if such amount is subject to a good faith dispute between You and Clearview. Any deviations in payment timing pursuant to this Section 4.3 shall be set forth in your Order Form. You must provide Clearview with notice of a disputed invoice in writing. Clearview will not consider any invoice dispute notice which is sent by You later than ninety (90) days following the date of the invoice in question. The parties will work together to resolve all disputes within sixty (60) days of the date of the dispute notice. If You were billed in error, Clearview will provide Customer with a credit for the amount billed incorrectly.

4.4. **Late Payments**. Any amounts arising in relation to this Agreement not paid when due will be subject to a late charge of one and one-half percent (1 1/2 %) per month on the unpaid balance or the maximum rate allowed by law, whichever is less. Without prejudice to Your rights set out elsewhere in this Agreement, all Fees are non-refundable and payable in advance. If you cancel, you will not receive a refund for any service already paid for. If You fail to pay an invoice when due and payable, Clearview has the right (without limitation of any other remedies hereunder or under applicable law or in equity) to immediately suspend or restrict Users' access to the Services, or to revoke or suspend (in whole or in part) the revocable license granted herein.

4.5. **Price Changes**. Clearview may change the price of its Services and Products at any time, including changing a free Service to a paid service; provided, however, that the pricing listed in Your Order Form will supersede any such changes during the specific term period identified in the Order Form. Unless otherwise expressed in an Order Form, during the initial term, including any applicable renewal term, the Fees shall increase on or after each anniversary of the commencement date of the Agreement by five percent (5%) annually from the prior year's Fees. Clearview will provide you with prior notice and an opportunity to terminate Your access (after the expiration of the specific term period identified in your Order Form) to such modified Service if Clearview changes the price of a Service to which you are subscribed. Clearview will not charge you for a previously free Service unless you have been notified of the applicable fees and You have agreed to pay such fees. Unless otherwise waived by Clearview, there is an activation fee of $500.00 to set up and activate a Customer Account ("**Activation Fee**"). If Your Account is voluntarily terminated by You or suspended pursuant to the terms of this Agreement, and You request a reactivation of such Account, you will be required to pay an additional Activation Fee. Activation Fees can be cumulative for Customers that make more than one request to reactive their Account.

4.6. **Taxes.**

4.6.1. The Fees covered by this Agreement are exclusive of any excise, sales, use, gross-turnover, value added, goods and services tax or other similar types of indirect taxes, duties or tariffs (however designated, levied or based and whether foreign or domestic) ("**Indirect Taxes**") imposed or levied, currently or in the future based on applicable legislation, on the Services provided under this Agreement. Unless otherwise agreed between the parties, Customer will be liable for compliance with and payment of such Indirect Taxes.

Clearview shall include the Indirect Taxes on its invoice to Customer and remit such Indirect Taxes to the relevant authority if required by applicable law. For the avoidance of doubt, Clearview will be responsible for direct taxes imposed on Clearview's net income or gross receipts.

4.6.2. **Tax Exempt**. Notwithstanding the foregoing, if You are exempt from applicable taxes incurred or to be charged under this Agreement, then You shall provide Clearview with a properly executed certificate of such tax exemption. Clearview shall give effect to such certificate on a prospective basis from the date of receipt from You, all of which is subject to applicable law.

5. **TERM AND TERMINATION.**

5.1. **Term**. The terms of this Agreement are effective on You and Your Users commencing on the day You **first** use the Services, whether it be via a free trial or a paid subscription. If You purchase Services for a specific term (as further set forth in Your Order Form), such termination will be effective on the last day of the then-current term, or in the case of a month-to-month Agreement, upon written notice of your desire to terminate the Agreement at the end of the applicable month. If You fail to comply with any provision of this Agreement beyond any applicable cure periods, Clearview may terminate this Agreement immediately and retain any Fees previously paid by You. Upon the expiration of the term of this Agreement, to the extent You continue to access and use the Services, the terms of this Agreement will apply in full. Those provisions that by their nature are intended to survive termination or expiration of this Agreement shall so survive. Upon any termination of this Agreement, You must cease any further use of the Services.

This Agreement may be terminated in the following ways:

5.1.1. **By mutual agreement**: This Agreement may be terminated at any time, without payment of any penalty, except such refund or payment as shall be mutually consented by both parties, if any, by mutual agreement of the parties.

5.1.2. **By breach**: If either party is in material breach of this Agreement and such failure has not been cured within fifteen (15) days of receiving written notice of such breach, then the non-breaching party has the right to terminate the Agreement. The parties agree to endeavor in good-faith negotiations to resolve any dispute under this Section before terminating the Agreement. You waive Your right to any refund, payment or penalty in the event this Agreement is terminated due to Your breach of the agreement.

5.1.3. **By impossibility of performance**: Neither party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, acts of God or of the public enemy, flood or storm, strikes or changes in an applicable statutory regulation or rule of any federal, state, or local government, or applicable agency thereof. If the Agreement is terminated due to impossibility of performance pursuant to this Section 5.1.3, Clearview shall provide such refund as may be equitable based upon the length of time remaining during the Customer's specific term and other equitable factors such as Clearview's expenses in the course of performance.

5.1.4. **Lack of Funding – Government Agencies**. If the necessary funds to fulfill the payment obligations under

this Agreement are not allocated for the Customer's upcoming fiscal year, then Customer shall be permitted to terminate the Agreement early by providing no less than ninety (90) days' advance written notice setting forth proof of such lack of funding. In the event of such termination due to lack of appropriated funds, the Customer shall not be entitled to any reimbursement of any amounts or Fees paid or prepaid in advance to Clearview under the Agreement. This Section 5.1.4 is limited to Customers that are government agencies.

6. **CONFIDENTIALTY**.

6.1. To the extent legally permissible, Users are prohibited from disclosing the Services and any proprietary information relating to the Services to any unauthorized third party, including without limitation, screenshots of the Services, marketing materials, user manuals, pricing agreements, quotes, email communications from Clearview employees, and any information marked Confidential by Clearview. Notwithstanding the foregoing and to the extent permitted by applicable law, if the Customer receives a request for information under the Freedom of Information Act ("**FOIA**") or a substantially similar law applicable to the Customer and such request involves Clearview or is related to this Agreement, the Customer will endeavor to promptly notify Clearview in writing of such request in order for Clearview to seek protection from such disclosure.

6.2. You or your Users may provide, or Clearview may invite you to provide, comments or ideas about the Services, including, without limitation, improvements to them ("**Ideas**"). By submitting any Ideas, You agree that: (i) they are not confidential information; (ii) they are not subject to any use or disclosure restrictions (express or implied); (iii) You claim no rights in them; and (iv) Clearview has no obligation to notify or compensate You in connection with Clearview's disclosure or use. You release Clearview from all liability or obligations that may arise from the receipt, review, disclosure, or use of any Idea that you submit.

7. **PROPRIETARY RIGHTS AND COPYRIGHT.**

Clearview and/or its suppliers, as applicable, retain ownership of all proprietary rights in the Services and in all trade names, trademarks, service marks, logos, and domain names ("**Clearview Marks**") associated or displayed with the Services. You may not frame or utilize framing techniques to enclose any Clearview Marks, or other proprietary information (including images, text, page layout, or form) of Clearview without express written consent. You may not use any meta tags or any other "hidden text" utilizing Clearview Marks without Clearview's express written consent.

8. **CUSTOMER REPRESENTATIONS**. You represent and warrant that: (i) the signatory signing this Agreement has the actual authority to contract with Clearview AI, Inc. on behalf of the Customer; (ii) all Users are at least 18 years old; and (iii) the use of personally identifiable information, including photographs, may be subject to regulation in various jurisdictions. By accessing and using the Services, You further represent and warrant: (1) to use the Services in a manner that is consistent with all applicable laws, including those that regulate the use of personally identifiable information such as photographs; (2) You have a legitimate interest to use the Services to engage in data processing activities, (3) your uses of the Services are in the public interest and are proportional to carry out that public function, and (4) this Agreement is entered into for the purpose of and for Clearview to cooperate with the Customer concerning the investigation of conduct or activity that the Customer reasonably believes in good faith may violate federal, state or local law, or as otherwise authorized under applicable law.

9. **USER CODE OF CONDUCT**. These Terms incorporate the Clearview User Code of Conduct by reference. The User Code of Conduct is attached as Appendix 1. You and all Users must adhere to the User Code of Conduct at all times. The User Code of Conduct requires that all Users maintain the security of their own account, only use the Services for law enforcement or investigative purposes as authorized by their employer pursuant to their employment, and independently support and verify all image search results.

10. **COLLECTION AND SHARING OF DATA**. You expressly authorize Clearview to act as an agent on your behalf for the purpose of: (i) collecting and compiling publicly available images, including images from the Internet; (ii) receiving images uploaded to the Services by Users; and (iii) producing and storing facial vectors from images, including images collected from the Internet or shared by You with Clearview, for the purpose of providing the Service to You.

    By accessing and using the Services, Users affirmatively consent and allow Clearview to collect several types of information for Our business operations, including:

    - At the time of account creation: name, rank/title, contact information and employer.
    - During usage of the Services: Usage details including IP address, browser information, location data, search history within the Services, and login history.

    By accessing and using the Services, Users agree and consent to the sharing of certain types of personal data with third parties. Specifically, Users consent to:

    - Sharing their name, title, contact information and email messages to Clearview and its employees with a third-party provider of customer relationship management tools.
    - Sharing their name and email address with a third-party provider of email tools
    - Such disclosure of personal data as may be required by laws and regulations.

11. **USER CONTENT**.

    11.1. In connection with the Services and Products, Users may upload or share text, files, images, photos, videos, sounds or other materials ("**Content**") with Clearview. You represent and warrant that that You and Your Users: (i) lawfully obtained and own the Content uploaded by You on or through the Services and Products, including the Galleries Product, or otherwise have the right to grant the license set forth in this Section; (ii) the posting and use of Your Content on or through the Services and Products does not violate the privacy rights, publicity rights, copyrights, contract rights, intellectual property rights or any other rights of any person; and (iii) that uploading the Content into the Products does not result in a breach of contract between You and a third-party. Except for Content owned by You, or as permitted within this Agreement, You may not copy, modify, translate, publish, broadcast, transmit, distribute, perform, display, or sell any content appearing on or through the Products or Services. Notwithstanding anything else in this Section, You may use and distribute information appearing in Clearview search results for law enforcement, the protection of public security, and any other use expressly authorized under this Agreement.

    11.2. You expressly authorize Clearview to perform technical functions, necessary to offer the Products and Services, including but not limited to, generating facial vectors, transcoding and/or reformatting Content to allow its use

throughout the Products and Services. In connection with the foregoing, You hereby grant to Clearview a non-exclusive, fully paid and royalty-free, worldwide, limited license to use, modify, delete from, add to, reproduce and translate such Content to the extent necessary in order for Clearview to provide the Services and Products. Unless otherwise authorized by You or until the Content is available to the general public or in the public domain through no breach of an obligation of confidentiality to User by Clearview, Your Content, including Content located in the Galleries Product, shall not be made available to other Customers of Clearview. Subject to any applicable legal limitations that may arise from Clearview's need to defend or maintain claims or comply with enforcement, regulatory or other legal obligations, after the expiration or earlier termination of this Agreement, Clearview will delete the images of Content uploaded by You in the Galleries Product, except for images which are in the public domain.

11.3. **Clearview Enhance.** Clearview Enhance is a feature designed to improve the quality of a probe image, including features such as (without limitation) cropping, rotating, brightening, flipping, and sharpening the probe image ("**Enhanced Content**"). Customer understands, acknowledges, and agrees that Clearview will process and store the Enhanced Content for the purposes of: (i) providing the Enhanced Content for authorized law enforcement and governmental uses, (ii) compliance and auditing purposes, and (iii) to maintain a record of edits made to the probe image. Search results established through Clearview Enhance and its related systems and technologies are indicative not definitive. Clearview Enhance is provided "as-is" and Clearview makes no guarantees as to the accuracy of its search-identification software. The Customer and its Users must conduct further research to verify identifying information or other data discovered on third-party sites by any Clearview system or included in Clearview search results. Clearview is neither designed nor intended to be used as a single-source system for establishing the identity of an individual.

12. **NO WARRANTIES**.

YOU UNDERSTAND AND AGREE THAT THE SERVICES ARE PROVIDED "AS IS" AND CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND RESELLERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. CLEARVIEW, ITS AFFILIATES, SUPPLIERS AND AUTHORIZED RESELLERS MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, REGARDING THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES OR THAT THE SERVICES WILL MEET ANY USER'S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICES IS AT YOUR SOLE RISK. ANY MATERIAL AND/OR DATA DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOU RESULTING FROM THE USE OF THE SERVICES. THE ENTIRE RISK ARISING OUT OF USE OR PERFORMANCE OF THE SERVICES REMAINS WITH YOU. CLEARVIEW CANNOT GUARANTEE AND DOES NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE SERVICES. USE IS AT YOUR OWN RISK.

13. **INDEMNIFICATION.**

*Except as otherwise set forth in Appendix 2, t*o the extent permitted by law, You agree to defend, indemnify and hold harmless Clearview and its affiliates and their respective directors, officers, employees, and agents from and any and

all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any claim, judgment or proceeding relating to or arising out of: (a) Users' breach of this Agreement, including of any of the Warranties or Prohibited Uses; (b) any actions brought by third parties arising out of Users' use of the Services in a manner not permitted or authorized under this Agreement; and (c) any security breach causes by Users' negligence, recklessness, or willfulness, and any third-party actions arisings from such security breach. If any action is brought against Clearview in respect to any allegation for which indemnity may be sought, Clearview will promptly notify User and will provide reasonable cooperation in connection with the defense or settlement of any such claim.

Subject to Clearview's limitation of liability set forth in Section 14, Clearview will defend, indemnify and hold harmless the Customer and its affiliates and their respective directors, officers, employees, and agents from and any and all damages, liabilities, costs and expenses (including reasonable attorneys' fees) incurred as a result of any third-party claim, judgment or proceeding arising out of Clearview's gross negligence or willful misconduct in its performance and delivery of the Products and Services under this Agreement.

14. **LIMITATION OF LIABILITY.** To the maximum extent permitted by applicable law, Clearview shall not be liable for any indirect, incidental, special, consequential or punitive damages, or any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from: Your access to or use of or inability to access or use the Services; any content obtained from the Services; unauthorized access, use or alteration of Your Account. Regardless of Clearview's negligence, gross negligence, failure of an essential purpose, and whether such liability arises in contract, tort or any other legal theory, Clearview's aggregate liability under this Agreement shall not exceed the amount paid by You to Clearview, if any, in the past year for the Services giving rise to the claim.

15. **MISCELLEANOUS.**

15.1 This Agreement embodies the entire understanding and agreement between the parties respecting the subject matter of this Agreement and supersedes any and all prior understandings and agreements between the parties respecting such subject matter. Use of the Services is also subject to Clearview's Privacy Policy and Principles, links to which can be found by visiting https://www.clearview.ai/privacy-policy and https://www.clearview.ai/principles respectively. The Privacy Policy and Principles are incorporated into this Agreement by this reference. Clearview may elect to change or supplement the terms of this Agreement from time to time in its sole discretion, provided that such changes shall not increase Your financial obligations under this Agreement (except as otherwise permitted in Section 4.5), the term of the Agreement, or Sections 13, 14, or 15.3 of this Agreement. Clearview will exercise commercially reasonable business efforts to provide notice to You of any material changes to this Agreement. Within ten (10) business days of posting changes to this Agreement (or ten (10) business days from the date of notice, if such is provided), they will be binding on You. If You do not agree with the changes, You should discontinue using the Services. If You continue using the Services after such ten-business-day period, You will be deemed to have accepted the changes to these Terms. In order to participate and continue using certain Services, You may be notified that You are required to download software and/or agree to additional terms and conditions. Unless expressly set forth in such additional terms and conditions, those additional terms are hereby incorporated into this Agreement.

15.2 If any provision of these Terms is held to be invalid or unenforceable, then that provision will be limited or eliminated to the minimum extent necessary, and the remaining provisions of these Terms will remain in full force and effect. Clearview's failure to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. Clearview reserves all rights to seek monetary remedies for its damages arising out of any Users' failure to abide by these Terms.

15.3 **Choice of Law and Forum**. Except as otherwise set forth in *Appendix* 2 or otherwise limited by applicable law of where the Customer is headquartered, this Agreement shall be governed by and construed under the laws of the State of New York without regard for the conflict of laws rules of any jurisdiction. Except as otherwise set forth in *Appendix* 2 or otherwise limited by applicable law where the Customer is headquartered, in the event of any controversy or claim arising out of or relating to this Agreement, or a breach thereof, the parties shall first attempt to settle the dispute by mediation, administered by the American Arbitration Association under its Mediation Rules. If settlement is not reached within sixty (60) days after service of a written demand for mediation, any unresolved controversy or claim shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The number of arbitrators shall be one. The place of arbitration shall be in New York, New York and New York law shall apply. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereto.

Appendix 1

Clearview User Code of Conduct

Clearview AI, Inc. makes its technology and software tools available to law enforcement and security professionals who will use them to enhance public safety and reduce crime, fraud, and risk in order to make communities safer. As a company, we hold ourselves to the highest level of commitment to ethics, integrity and professionalism and take steps to ensure that the search tools we provide are used correctly and lawfully. Our User Code of Conduct was developed to ensure that our customers are using the Clearview Platform (defined below) in a safe, ethical, professional, and appropriate manner. Before activating their Clearview Account, Users should review this Code of Conduct to confirm they will adhere to these essential rules of use.

This User Code of Conduct applies to all individual Users (persons who possess an individual login associated with a particular email address and password to an Account on the Clearview app, hereafter, "**User**", "**Users**", or "**Individual Users**") and to all User organizations (organizations which have a Service Agreement with Clearview, hereafter "**User Organization**", "**User Organizations**", or "**Organization**").

By registering a User Account with Clearview, and by using Clearview's Products and Services, mobile application and web browser application (found on the web at Clearview.ai), facial imaging and search software, image database, publicly-available online image indexing and search functionality, and its website (collectively, the "**Clearview Platform**"), Authorized Users and Organizations agree to be bound by this User Code of Conduct (this "**Code**").

Account Security

- Users are responsible for maintaining the confidentiality of their username and password.
- Users are responsible for all activities that occur under that User's username and password. Users must immediately email the Clearview Help Desk at help@clearview.ai to notify Clearview of any unauthorized use of their username or password or any other breach of security.
- Users may only access their accounts from devices that are authorized for professional use by their Organization.
- The designated User is the only individual who may access and use the Account.

Independent Verification

- Search results established through the Clearview Platform and its related systems and technologies are indicative and not definitive.
- Clearview takes every step to ensure the accuracy of its facial recognition software. However, it is not possible to guarantee the accuracy of the search results it produces. Users must conduct further research and investigation to verify the accuracy of any search result.
- Search results used as a lead in an investigation must be reviewed by more than one person per Organization.

- The Clearview Platform is neither designed nor intended to be used as a single-source system for establishing the identity of an individual, and Users shall not use it as such.
- Furthermore, search results produced by the Clearview Platform are not intended nor permitted to be used as admissible evidence in a court of law or any court filing.

Appropriate and Authorized Use

- This Agreement only authorizes the use of the Clearview Platform by law enforcement and public security professionals for legitimate law enforcement and public security purposes. Any and all use of the Clearview Platform must be authorized by a supervisor employed by the Organization.
- Organizations must designate an Executive User ("**Administrator**"), who shall have access to the search histories of all individual Users associated with the Organization, and shall monitor the search history to ensure responsible use.
- Users shall not use the Clearview Platform for personal purposes, or for any purposes which are not authorized and directed by the Organization's supervisors.
- Use of the Clearview Platform in a fashion which contributes to harassment, stalking, cyberstalking, threats, abuse or bullying, or in violation of any state, federal, local or any other applicable law, is strictly prohibited by this Code of Conduct.
- Users are prohibited from knowingly uploading or providing Content to Clearview that depicts a child sixteen (16) years or younger that is a resident in the state of California.
- The Clearview Platform is authorized only for use of images of persons under the age of 16 for the purposes of protecting the child's safety, victim identification, when the child's welfare is at risk, in connection with investigations of violent felonies, and to help protect against the spread of Child Sexual Abuse Material ("**CSAM**").
- Clearview retains the right to suspend or terminate User accounts if we determine that a User or Organization has violated any provision of the Code of Conduct.

Conclusion

Clearview aspires to make the world a better place by helping qualified professionals use public information to counter crime, fraud, and threats to public safety through its proprietary technology. The Clearview Code of Conduct is a key part of ensuring that its relationships with its customers are based on integrity, responsibility and professionalism. By adhering to this Code of Conduct, you are helping Clearview achieve its collective goal of making communities safer while adhering to the highest standards of ethics and security.

Appendix 2

Government Terms

Amended Terms for Federal, State and Local Governments in the United States

If you are a federal, state or local government or government agency in the United States ("**You**"), and You are using Clearview Services in your official capacity ("**Official Use**"), the following terms apply solely to such use and all other terms remain in effect:

1. **Governing Law**

   Terms relating to venue and governing law do not apply to Your Official Use.

   If You are the federal government or a federal government agency in the United States:

   For federal government and federal government agencies, any agreement You have with us will be governed by the laws of the United States of America (without reference to conflict of laws) and, in the absence of federal law and to the extent permitted under federal law, the laws of the State of New York will apply.

   If You are a state government or state government agency in the United States:

   For state government and state government agencies, any agreement You have with us will be governed by the laws of the State in which Your agency is located, and in the absence of a requirement that Your state law applies, the laws of the State of New York will apply.

   If You are a local government or local government agency in the United States:

   For local government and local government agencies, any agreement You have with us will be governed by the laws of the State in which Your agency is located, and in the absence of a requirement that Your state law applies, the laws of the State of New York will apply.

2. **Indemnity**

   If You are the federal government or a federal government agency in the United States:

   Terms relating to indemnification do not apply to your Official Use except to the extent expressly authorized by federal law.

   If You are a state government or state government agency in the United States:

   Terms relating to indemnification will apply to You only to the extent expressly permitted by your jurisdiction's laws.

   If You are a local government or local government agency in the United States:

   Terms relating to indemnification will apply to You only to the extent permitted by your jurisdiction's laws.

END USER LICENSE AGREEMENT

1. AGREEMENT.

This End User License Agreement (this "Agreement") is entered into as of the last date on the signature page hereto (the "Effective Date"), by and between LogicMonitor, Inc., a Delaware corporation having its headquarters at 820 State St., 5th Floor, Santa Barbara, CA 93101 U.S.A. (below referred to as "LogicMonitor," "we," "our", "us" or "Company") and the corporation or other legal entity set forth on the signature page hereto (below referred to as "Customer", "you" or "your"), and will govern the use of the LogicMonitor hosted data center monitoring services (the "Service" or "Services") and any associated use of the LogicMonitor Technology offered by LogicMonitor, Inc. Customer and LogicMonitor are sometimes hereinafter referred to individually as a "party" and collectively as the "parties".

2. YOUR SUBSCRIPTION.

A. We offer subscription-based Services. By subscribing to the Services via an authorized reseller or payment intermediary ("Reseller"), and subject to our execution of an agreement with the Reseller and your acceptance of this Agreement, you have a limited, non-exclusive, royalty-free (apart from the Services fees due to LogicMonitor), non-transferable and terminable license to access and to use the Services solely for your internal business operations during the Term. You are expressly prohibited from sublicensing use of the Services to third parties. However, you may choose to offer access to and use of the Services to your Affiliates, provided that (i) you shall remain the contracting party with us with respect to the payment of fees and all access and use; and (ii) you hereby agree that you shall retain full, unconditional responsibility for all such access to and use of the Services and LogicMonitor Technology and all compliance herewith. "Affiliate" means a corporation or other legal entity which a party owns or controls, is controlled by or is under common control with such entity through ownership or control of more than 50% of the shares entitled to vote. You hereby agree that neither you nor your Affiliates or customers shall take any action intended to interfere with or disrupt the Services or any other user's use of the Services.

B. Support. LogicMonitor will provide any technical support included with your subscription purchase in accordance with the terms of your applicable support plan, as described at https://www.logicmonitor.com/terms_files/technical_support_exhibit.pdf. Customer will automatically be enrolled in the standard support plan at no additional charge. Premier support plans are available for purchase.

C. We shall use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week during the Term, except for:

(i) Planned Maintenance. "Planned Maintenance" means maintenance where at least forty-eight (48) hours prior notice is provided via email based on your account settings within the Services, or by using Notification capabilities within the Services (see http://support.logicmonitor.com/). Planned Maintenance shall be conducted only during the hours of 6:00p.m. to 12:00a.m. Pacific Time and shall not exceed (a) 8 hours in any given month, or (b) 40 hours in any given year. Downtime will be minimized at all times and if the expected impact of planned operations is less than five (5) minutes of downtime, we may elect not to give advance notice; or

(ii) Extraordinary Circumstances. "Extraordinary Circumstances" means any unavailability caused by circumstances beyond our reasonable control, including without limitation, acts of God, acts of government (including U.S. sanctions or embargoes), flood, fire, earthquakes, civil unrest, acts of terror,

strikes or other labor problems, or Internet outages or delays.

D. Your use of the Services is expressly only licensed for the duration of the Term and any trial period while you are and remain a current customer in good standing. You acknowledge and agree that you will not have access to historical information or data related to your use of the Services upon expiration or termination of your use of the Services; provided, however, that we agree to assist upon your request prior to termination to download all such available data.

E. Professional Services. Professional Services may be included in your Ordering Documents with the Reseller upon request. Fees, coverage and terms for Professional Services are available from LogicMonitor and will be set forth on your Ordering Documents with the Reseller and/or a separate statement of work with LogicMonitor for such Professional Services. "Professional Services" means services provided by LogicMonitor personnel on a time and materials or fixed price basis for a customer-identified project or scope of work.

3. FEES; PAYMENT INTERMEDIARY.

A. Fees. Applicable fees and payment terms shall be as agreed in the ordering documents between Customer and Reseller ("Ordering Documents"). Fees for the Services are determined on the basis of the device and/or quantity commitments specified in the Ordering Documents (such committed quantity, the "Reserved Commitment").

B. Usage. Your usage of the Service is determined by the number of hosts monitored by the Services during the period in question, measured on a daily basis. A "host" or "device" is a logical host defined by a network (IP) address. It need not be a physical host. If applicable, fees for actual usage of the Services beyond the Reserved Commitment will be billed to the Reseller (and from the Reseller to you) on a monthly basis and payable to the Reseller in accordance with your Ordering Documents. Overage fees shall only apply to the extent that Customer's average usage for a month (based on daily usage calculations) exceeds the Reserved Commitment.

C. Payment Intermediary. Customer acknowledges and agrees that its access to the Services is subject to Reseller paying fees owed for the Services on Customer's behalf. In the event that Reseller fails to pay fees owed in a timely fashion and does not cure such failure within thirty (30) days of written notice from LogicMonitor to Reseller (with a copy provided to Customer), LogicMonitor shall have the right to terminate this Agreement or suspend Customer's access thereto until payment is received; provided, that, if Reseller's failure to pay fees owed is not the fault of Customer, LogicMonitor shall cooperate in good faith with Customer to transition to an alternative reseller or to a direct purchase model without interruption in the Service.

4. TERM AND TERMINATION.

A. Term. This Agreement is in force from the Effective Date (or, if earlier, the first date of your use of the Services or Software) and, subject to any earlier termination permitted in this Agreement, will remain in force for the duration of your usage of the Services so long as you continue to subscribe via an authorized Reseller (such period, the "Term").

B. Termination. Except where your early termination is pursuant to LogicMonitor's uncured material breach (pursuant to subsection (i) below) (in which case we will promptly refund the prepaid fees (if any) for that portion of the terminated period for which Services were not provided), early termination of a

subscription or ceasing your use of the Services will not result in a refund of any prepaid fees or modify your obligation to pay fees to the Reseller for the then current subscription period. Either party may terminate this Agreement by written notice prior to expiration of the Term: (i) if the other party breaches any material term or condition of this Agreement and, assuming such default is capable of cure, fails to cure such default within thirty (30) days after written notice specifying the default ("Notice of Default"), (ii) if the other party becomes insolvent or admits in writing its inability to pay its debts as they mature or makes an assignment for the benefit of creditors; or (iii) if a petition under the United States Bankruptcy Act, as it now exists or as it may be amended, or any similar law of any other jurisdiction, is filed concerning the other party.

C. Portal Suspension Right in the Event of Imminent Security Risk. Immediately upon the detection of suspicious circumstances or behavior, or the receipt of information we believe is credible regarding the unauthorized use or disclosure of your data or of a demonstrable threat to either your data or the LogicMonitor Technology, LogicMonitor has the right to suspend the access to or use of the Service or LogicMonitor Technology by your authorized users. In such event, we will provide a prompt, written description of the issue(s) or event(s) resulting in the suspension and the parties will work in good faith to resolve the matter promptly. If the matter is not resolved within ten (10) days of suspension, either party has the right to terminate the Agreement upon written notice, and assuming the suspension was not prompted by Customer's uncured breach, LogicMonitor will promptly refund the prepaid fees (if any) covering that portion of the terminated period for which Services were not provided.

5. OUR TECHNOLOGY.

A. The Services are enabled by and utilize a hosted software application (the "LogicMonitor Software"). We shall host the LogicMonitor Software and may update the functionality and user interface of the LogicMonitor Software from time to time in our sole discretion as part of our ongoing mission to improve the Services and our users' use of the Services, provided that such modifications will not materially decrease the functionality of the Services. You must have access to the LogicMonitor Software in order to use the Services. In addition, to use the Services fully, you will be required to download and install a piece of our software on your network (the "Collector Software" and collectively with the LogicMonitor Software, the "Software").

B. You agree that the rights granted to you are provided on the condition that you will not (and will not allow, give permission to or enable any third party, including without limitation any customer or Affiliate, to) copy, create a Derivative Work of, or reverse engineer, reverse assemble, disassemble, or decompile the Software or any part thereof or otherwise attempt to discover any source code, modify the Software in any manner or form, or use unauthorized modified versions of the Software, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services. "Derivative Work" means any modification of or extension to any software, process, algorithm, trade secret, work of authorship, invention, or to any other intellectual property right therein or thereto.

C. License. Subject to your compliance with the terms of this Agreement, we hereby grant to you a limited, non-exclusive, royalty-free (apart from the fees paid to LogicMonitor for the Services), non-transferable license to download, install and use the Collector Software (in object code form) onto your network for internal business purposes for the sole purpose of using the LogicMonitor Service. The Collector Software is not sold but licensed hereunder.

6. OWNERSHIP.

A. You acknowledge and agree that the LogicMonitor Software, including the specific design and structure of individual programs, components and aspects thereof, constitutes the proprietary trade secrets and copyrighted material of LogicMonitor, and that LogicMonitor owns all rights, title and interest in and to

the Services, the Software, Feedback and all technology, information, trade secrets, patent rights, copyrights, know-how and documentation associated therewith as provided or otherwise made available by LogicMonitor and used in the performance of the Services, including all intellectual property rights and Derivative Works therein, on a worldwide basis (collectively, the "LogicMonitor Technology"). As used herein, "Feedback" means bug reports, suggestions, comments or other feedback provided by Customer to LogicMonitor with respect to the Service, excluding any Customer Confidential Information. The license granted to you is limited by these Terms and does not convey any other rights in the LogicMonitor Technology, express or implied, nor does it grant any ownership in the LogicMonitor Technology or any intellectual property rights therein or thereto. Any rights not expressly granted herein are reserved by LogicMonitor.

B. You agree that if you make any customizations or customized implementations of the Software or LogicMonitor Technology that do not qualify as Derivative Works ("Implementations"), such Implementations are hereby licensed to us on a non-confidential, nonexclusive, irrevocable, worldwide, royalty-free, sublicensable basis to perform services, use, distribute, publish, display, copy, sell, have sold, make, have made, create Derivative Works of, import, export, and license the Implementations and products and services utilizing or incorporating the Implementations, and to otherwise commercially exploit the same. Notwithstanding the foregoing, the Implementations shall not include Personal Data or any of your Confidential Information (each as defined in Section 7 below). If any integrations with third party tools, platforms or programs are implemented for your use in conjunction with the Service, you agree that LogicMonitor has no obligation to support the same.

C. Customer Data. You retain all right title and interest in and to all Customer Data. "Customer Data" means electronic data, files or information submitted by Customer to the Service. LogicMonitor's right to access and use Customer Data is limited to the right to access and use such Customer Data for the purpose of providing the Service or as may otherwise be explicitly set forth in this Agreement. No other rights with respect to your Customer Data are implied. Customer Data shall at all times be classified and treated as Confidential Information hereunder.

D. You agree not to remove any copyright or proprietary legends in the LogicMonitor Technology, and to implement reasonable security measures to protect our proprietary rights therein from unauthorized use or disclosure. Certain marks, words and logos displayed on the Services, which may or may not be designated by a "™" "®" "SM" or other similar designation, constitute trademarks, trade names, or service marks belonging to us or our licensors. Except as necessary for you to make use of the Services in accordance with the license rights herein, you are not authorized to use any such marks. Ownership of all such marks and the goodwill associated therewith remains with us or our respective licensors.

7. CONFIDENTIALITY.

A. The parties agree that during the course of performance under these Terms, each party may disclose to the other party certain technical and/or non-technical information, which (i) is disclosed in a tangible or visual form and clearly labeled as "Confidential"; (ii) is disclosed in an oral, non-tangible or visual form, identified at the time of disclosure as confidential and confirmed in writing within thirty (30) days; or (iii) is identified and treated as confidential by disclosing party and given the circumstances of disclosure, and/or the nature of the information, the recipient knew or should reasonably have known the information was confidential (collectively, the "Confidential Information"). For purposes of clarification and in addition to the Confidential Information addressed in the previous sentence, LogicMonitor Technology shall be deemed our Confidential Information and all Customer Data shall be deemed your Confidential Information. Confidential Information does not include information, technical data or know-how which (a) is rightfully in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; (b) prior to or after the time of disclosure becomes part

of the public knowledge or literature, not as a result of any inaction or action of the receiving party; (c) is approved in writing for release by the disclosing party; or (d) is independently developed by the receiving party without use of or reference to any Confidential Information of the disclosing party.

B. Each party agrees not to use the Confidential Information disclosed to it by the other party for any purpose except as necessary to perform its obligations under these Terms. Neither party will disclose the Confidential Information of the other party to third parties or to the first party's employees except employees and service providers who are required to have the information in order to carry out such party's obligations hereunder who have agreed in writing, as a condition of employment, engagement or otherwise (or who are otherwise bound by fiduciary duty or rules of professional conduct), to protect the Confidential Information with terms no less stringent than are imposed by this Section; provided, however, that this Agreement may also be disclosed to potential successors in interest (and their respective attorneys and advisors) pursuant to a contemplated merger, acquisition, corporate reorganization or sale of all or substantially all of a party's assets, so long as such recipient in each case has agreed in writing to protect the Confidential Information with terms no less stringent than are imposed by this Section. Notwithstanding the above, LogicMonitor may use data about Customer's configuration and use of the Service that has been aggregated and/or anonymized (collectively, "Usage Data") in order to (i) measure general Service usage patterns and characteristics of its user base and/or (ii) to improve the Service and develop new insights and features, and may include such Usage Data in promotional materials or reports to third parties; provided, that, for the avoidance of doubt, (x) such Usage Data is rendered in such a manner that does not allow a third party to identify Customer or its suppliers, customers, contractors, agents, affiliates, or subsidiaries and (y) such Usage Data does not reference Personal Data, names, phone numbers, email addresses, or other personally identifiable information. "Personal Data" generally means nonpublic, personally identifiable information of or concerning any living individual among the consumers, employees, clients and customers of Customer or LogicMonitor, their parents, subsidiaries, affiliates and agents. Each party agrees that it will use the same standard of care that it uses in protecting its own Confidential Information, but in no case less than reasonable care. Each party agrees to promptly notify the other in writing of any misuse or misappropriation of Confidential Information of the other party that may come to its attention.

C. The confidentiality and non-use obligations of each receiving party under this Agreement will survive expiration or termination of this Agreement for a period of five (5) years; except that such obligations shall survive indefinitely with respect to (i) Personal Data, and (ii) each disclosing party's software and technology-based trade secrets so long as they remain eligible for trade secret under prevailing law (without regard to any breach of the receiving party). In the event of any expiration or termination of these Terms, or upon request by the disclosing party, the receiving party shall cease all use of the other party's Confidential Information and return to the disclosing party all copies of the disclosing party's Confidential Information in the receiving party's possession or control, or destroy the same and certify as to its destruction. The receiving party will not be required to return or immediately destroy an archive copy of the disclosing party's Confidential Information made for backup purposes in the ordinary course; provided that such archive copy will be subject to the ongoing obligations of confidentiality and non-use contained herein and shall be destroyed in the ordinary course of business not to exceed ninety (90) days, or with respect to Personal Data, such shorter period as is necessary to comply with prevailing law.

D. The parties acknowledge and agree that although the incidental capturing of nominal Personal Data in connection with the Service may occur (for example, credentials information and in log files with transactional monitoring, and names and contact information of employees of each party as needed to conduct the Services and business relationship), the purpose and focus of the Service is on IT systems performance monitoring and not to function as a receptacle or conduit to store, manipulate, transmit or retrieve Personal Data or other Restricted Data. As used herein, "Restricted Data" means (i) Personal Data, (ii) Protected Health Information, as such term is defined under the U.S. Health Insurance Portability and

Accountability Act, (iii) financial account data or payment cardholder information under PCI Data Security Standard, and/or (iv) any other data that is subject to specific or heightened requirements under applicable law or industry standards, such as Social Security numbers in the United States. Without limiting its other obligations under this Agreement, and subject to the foregoing caveat regarding collection of certain nominal Personal Data, the parties agree that (x) you shall not provide Restricted Data to LogicMonitor, and shall configure the Collector Software so that it will be used only to collect information from devices and applications using methodology which will not expose or divulge Restricted Data; (y) you will not send any logs to LogicMonitor that contain Restricted Data; and (z) you will isolate and secure the Software on your systems and network to prevent unauthorized access, use, disclosure and loss using at a minimum industry standard security practices and technologies and as otherwise required by applicable laws.

E. Compelled Disclosure. In the event that the receiving party is required by applicable law, regulation or any competent judicial, supervisory or regulatory body to disclose any of the Confidential Information, the receiving party shall provide the disclosing party with prompt written notice of any such requirement so that the disclosing party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If, however in the opinion of the counsel of the receiving party, the receiving party is nonetheless, in the absence of such order or waiver, compelled to disclose such Confidential Information, then it may disclose only such portion of the Confidential Information which, in the opinion of its counsel, the receiving party is compelled to disclose. The receiving party will not oppose any action by the disclosing party to obtain reliable assurance that confidential treatment will be accorded the Confidential Information. The receiving party will reasonably cooperate with the disclosing party in its efforts to obtain a protective order or other appropriate remedy that the disclosing party elects to seek to obtain, in its sole discretion.

F. LogicMonitor shall comply with applicable laws and regulations with respect to its delivery of the Service hereunder. Each party shall comply with prevailing laws and regulations governing Personal Data, including, without limitation and as may be applicable, the California Consumer Privacy Act of 2018 (Cal. Civ. Code § 1798.100 et seq.) (the "CCPA") and the General Data Protection Regulation (EU) 2016/679 ("GDPR").

G. CCPA Service Provider. LogicMonitor is a "Service Provider" as defined in Section 1798.140(v) of the CCPA. Customer discloses Personal Data (which, for purposes of this Section 7(G), shall include all categories of information listed in definition of "Personal Information" under the CCPA) to LogicMonitor solely (i) for a valid business purpose and (ii) for LogicMonitor to perform the Service. LogicMonitor expressly certifies, understands and agrees that except as permitted or required by applicable law it is prohibited from (x) selling Personal Data, (y) retaining, using or disclosing Personal Data for any commercial purpose other than providing the Service, and (z) retaining, using or disclosing Personal Data outside of the direct business relationship between LogicMonitor and Customer and this Agreement. LogicMonitor understands the prohibitions that are outlined in this Section 7(G) and hereby certifies its compliance therewith. LogicMonitor shall generally not respond to end user requests except to the extent required by law, and shall direct such requests to Customer where feasible.

H. Data Processing Addendum. Additionally, if Customer is established in the European Economic Area, which is comprised of the member states of the European Union and Norway, Iceland and Liechtenstein, as well as, for the purposes of this Agreement, the United Kingdom (collectively, the "EEA") or Switzerland or will be providing Personal Data of data subjects located therein for processing by LogicMonitor, the parties hereby agree to comply with the terms of the Data Processing Addendum set forth at https://www.logicmonitor.com/terms/gdpr (the "DPA"). For the avoidance of doubt, the DPA shall only apply if and to the extent Customer is established within the EEA or Switzerland and/or to the extent LogicMonitor "Processes" (as such term is defined in the DPA) Personal Data of data subjects located in the EEA or Switzerland on behalf of Customer or a Customer Affiliate under this Agreement.

I. Security Practices. During the Term, LogicMonitor will implement and maintain administrative, physical and technical safeguards and measures designed to protect against unauthorized access to Customer Data as more fully described on **Exhibit A** hereto ("Security Practices"). During the Term, LogicMonitor will not materially diminish the protections provided by the Security Practices.

8. REPRESENTATIONS AND WARRANTIES.

A. Representations. Each party hereby represents and warrants to the other that (i) such party has the right, power and authority to enter into these Terms and to fully perform all its obligations hereunder; and (ii) the making of these Terms does not violate any agreement existing between such party and any third party.

B. Limited Service Warranty.

(i) We warrant that we will deliver and perform the Services in a good and workmanlike manner consistent with applicable industry standards and the functional requirements and technical specifications set forth in the Ordering Documents.

(ii) Service Level Terms. We will provide the Services in accordance with the service level terms set forth at https://www.logicmonitor.com/terms_files/Ex_A-Enterprise-SLA-Service-Availability.pdf (individually or collectively, the "Service Level Terms"), and any remedies for failure to comply with such standards are set forth therein.

C. In the event that Customer notifies LogicMonitor in writing of a breach of the foregoing warranties, LogicMonitor shall use commercially reasonable efforts to correct the reported non-conformity, at no additional charge to Customer, or if LogicMonitor determines such remedy to be impracticable, Customer may terminate this Agreement and receive a prorated refund of fees pre-paid to the Reseller for Customer's use of the Service for the remainder of the then current subscription period. The foregoing remedy shall be Customer's sole and exclusive remedy for any breach of warranty hereunder; provided, that, remedies available for breach of the Service Level Terms are as set forth in the Service Level Terms.

9. INDEMNIFICATION.

A. By LogicMonitor. We shall, at our own expense, indemnify, defend and hold you harmless from and against any damages and expenses (including reasonable attorneys' fees) as a result of third party claims, to the extent of any finding that the LogicMonitor Technology, when used in strict compliance with the license rights and use instructions provided by LogicMonitor infringed or misappropriated the U.S. copyright or U.S. trade secret rights or U.S. patent rights of a third party; provided we receive prompt notice and the opportunity to provide the defense and participate in the litigation and settlement negotiations. Notwithstanding the foregoing, we shall have no liability, and shall have no obligation to defend or indemnify you, for any third party claim of infringement to the extent based upon (i) use of other than the then current, unaltered version of the LogicMonitor Technology and applicable Services, unless the infringing portion is also in the then current, unaltered release; (ii) use of the Services or LogicMonitor Technology other than strictly in accordance with our instructions and documentation; or (iii) use, operation or combination of the applicable Services with non-LogicMonitor programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination. In the event the use of any Service or LogicMonitor Technology is, or we believe is likely to be, alleged or held to infringe any third party intellectual property right, we may, at our sole option and expense, (a) procure for you the right to continue using the affected service, (b) replace or modify the affected service with functionally equivalent service so that it does not infringe, or, if either (a) or (b) is not commercially feasible, (c) terminate the Services and refund the fees received by us from you (or the Reseller on your behalf) for the affected service for the remaining term of then-current subscription period. THE FOREGOING CONSTITUTES OUR ENTIRE

LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD PARTY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND OR NATURE.

B. By You. You shall defend, indemnify and hold us harmless from and against any and all claims, damages and expenses (including reasonable attorney's fees) arising from: (i) your violation of these Terms; or (ii) your violation of any third party intellectual property or privacy right; provided, that we (a) promptly give you written notice of the claim; (b) give you control of the defense and settlement of the claim (provided that you may not settle any claim unless the settlement unconditionally release us of all liability); and (c) provide to you all reasonable assistance, at your expense. We may participate in the defense and settlement activities with counsel of our choosing at our expense.

10. DISCLAIMERS, LIMITATION OF DAMAGES AND LIABILITY.

A. DISCLAIMERS AND EXCLUSIVE REMEDY.

EXCEPT FOR THE REPRESENTATIONS AND LIMITED WARRANTY IN SECTIONS 8.A (REPRESENTATIONS) AND 8.B. (LIMITED SERVICE WARRANTY), THE SERVICES AND LOGICMONITOR TECHNOLOGY ARE PROVIDED "AS IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED OR ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR TRADE USAGE INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, NOR DO WE WARRANT THAT THE LOGICMONITOR TECHNOLOGY OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR REGARDING THE SECURITY, ACCURACY, RELIABILITY, TIMELINESS OR PERFORMANCE OF THE SERVICES. WE MAKE NO WARRANTY ABOUT THE SUITABILITY OF THE LOGICMONITOR TECHNOLOGY OR SERVICES FOR ANY PURPOSE AND DO NOT WARRANT THAT THE LOGICMONITOR TECHNOLOGY OR SERVICES WILL MEET YOUR REQUIREMENTS.

CUSTOMER ACKNOWLEDGES AND AGREES THAT LOGICMONITOR SHALL NOT HAVE ANY LIABILITY FOR (I) MODIFICATIONS OR ALTERATIONS TO THE COLLECTOR SOFTWARE MADE BY YOU OR ANY THIRD PARTY NOT AUTHORIZED BY LOGICMONITOR OR (II) CUSTOMER'S USE OF MONITORING SCRIPTS MADE AVAILABLE IN LM EXCHANGE, LOGICMONITOR'S CUSTOMER COMMUNITY, THAT ARE NOT AUTHORED BY LOGICMONITOR.

B. INDIRECT AND CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCLUDING THE INDEMNIFICATION OBLIGATIONS IN SECTION 9 OR CLAIMS, LIABILITIES OR LOSSES ARISING FROM FRAUD OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY WAY RELATING TO THESE TERMS, THE SERVICES PROVIDED, OR THE USE OF OR INABILITY TO USE THE SERVICES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, LOST PROFITS, LOSS OF DATA, COMPUTER FAILURE OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

C. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO LIABILITIES OR LOSSES ARISING FROM FRAUD OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THESE TERMS AND ALL ORDERING DOCUMENTS EXCEED (I) THE SUM OF THE AMOUNTS RECEIVED BY AND OWED TO US FROM YOU (OR THE RESELLER ON YOUR BEHALF) DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY , AND (II) TWO (2) TIMES THE AMOUNT IN SUBSECTION (I) WITH RESPECT TO A PARTY'S INDEMNITY OBLIGATIONS UNDER ARTICLE 9 OR LIABILITIES OR LOSSES RESULTING FROM EITHER PARTY'S BREACH OF ITS OBLIGATIONS UNDER ARTICLE 7 (CONFIDENTIALITY). THESE LIMITATIONS ARE CUMULATIVE FOR ALL CLAIMS HOWSOEVER ARISING UNDER ALL AGREEMENTS AND ORDERING DOCUMENTS, AND SHALL APPLY EVEN IF THE REMEDIES PROVIDED IN THIS AGREEMENT SHALL FAIL OF THEIR ESSENTIAL PURPOSE.

D. BASIS OF BARGAIN. YOU ACKNOWLEDGE AND AGREE THAT THE FOREGOING SECTIONS ON WARRANTIES AND DISCLAIMERS, INDEMNIFICATION AND LIMITATION OF LIABILITY FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES AND ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. YOU EXPRESSLY ACKNOWLEDGE THAT THE FEES THAT WE CHARGE FOR THE SERVICES ARE BASED UPON OUR EXPECTATION THAT THE RISK OF ANY LOSS OR INJURY THAT MAY BE INCURRED

BY USE OF THE SERVICES WILL BE BORNE BY YOU AND NOT US AND WERE WE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

11. GENERAL PROVISIONS.

A. Notices. You agree to provide LogicMonitor with your email address, to promptly provide LogicMonitor with any changes to your email address, and to accept emails (or other electronic communications) from LogicMonitor at the email address you specify. Except as otherwise provided in this Agreement, you further agree that LogicMonitor may provide any and all notices, statements, and other communications to you through either email or posting on the Service portal. Notices to you may be provided by email and shall be addressed to the system administrator or user designated by you for your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by you. The Company maintains the right to require placement of a valid email address within the Services portal for both billing, Services notification and notices purposes. In no event shall the Company be held liable for negative consequences resulting from a lack of Company notices in the case notification email addresses are not included by you in the Services portal as required. Legal notices to you may at our option also be sent to the address on the Order Form or that you have last provided, and such notices to us should be sent to LogicMonitor, Inc., 820 State St. 5th Floor, Santa Barbara, CA 93101, USA, Attention: Legal Department or by email to legal@logicmonitor.com.

B. Governing Law, Jurisdiction and Dispute Resolution. Each party agrees to the applicable governing law of the State of California without regard to choice or conflicts of law rules, and except for actions seeking injunctive relief, the parties agree to the exclusive jurisdiction of the federal and state courts in Santa Barbara County, California. Excluding actions seeking injunctive relief, in the event of any disputes arising with respect to this Agreement or an Order Form, before taking formal action, the parties will make reasonable attempts to resolve the dispute amicably between them within thirty (30) days from the date that one party notifies the other of such dispute in reasonable detail.

C. Notice to U.S. Government Users. All LogicMonitor products and services are commercial in nature. The Software and LogicMonitor Technology are "Commercial Items," as defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are licensed to U.S. Government end users (i) only as Commercial Items, and (ii) with only those rights as are granted to other users pursuant to these Terms. All unpublished rights are reserved.

D. Export Restrictions. Each party shall (i) comply with applicable laws and regulations administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("Export Restrictions"), including designating countries, entities and persons ("Sanctions Targets") and (ii) not directly or indirectly export, re-export or otherwise deliver Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving Services pursuant to this Agreement under any applicable laws or regulations, including Export Restrictions.

E. Anti-Bribery and Anti-Corruption. LogicMonitor is committed to conducting business that is free from any and all forms of corruption or bribery, including kickbacks, money laundering and fraud. LogicMonitor is committed to compliance with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the U.S Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010. Each party agrees not to directly or indirectly offer, promise, provide or accept anything of value to or from the other party's employee, a government official or commercial business partner in violation of any

provisions of any applicable anti-bribery laws in connection with this Agreement or any LogicMonitor business.

F. High Risk Activities. The Software is not designed, manufactured or intended for use or resale as on-line control equipment in hazardous environments requiring fail-safe performance, such as, but not limited to, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). The Company specifically disclaims any express or implied warranty of fitness for High Risk Activities.

G. Severability. If any provision of these Terms is held by a court of competent jurisdiction to be unenforceable or contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

H. Insurance. Each party will, at its expense, during the Term and for the 2-year period following termination or expiration hereof, purchase and maintain insurance policies with an insurance company or companies of U.S. or internationally-recognized standing with a rating of A-/Class IX, or better, as rated by A.M. Best, with the following minimum limits:

(i) Comprehensive General Liability Insurance, with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate, covering bodily injury, personal injury and property damage;

(ii) Technology Errors and Omissions Insurance, with limits of not less than $1,000,000 per claim and $1,000,000 in the aggregate with respect to claims related to the LogicMonitor Technology delivered by LogicMonitor under this Agreement;

(iii) Privacy and network security liability ("Cyber") Insurance, with limits of at least $1,000,000 per claim and $2,000,000 in the aggregate, providing protection against liability for privacy breaches, system breaches, denial or loss of service, introduction, implantation or spread of malicious software code and unauthorized access to or use of computer systems; and

(iv) Workers Compensation and Employers Liability Insurance as required by applicable laws, in amounts that meet or exceed those required by applicable laws.

If any of such insurance policies are to be modified or canceled during the Term of this Agreement in a way that would materially affect the coverage required hereunder, the party holding the policy will provide written notice to the other party at least thirty (30) days prior to such modification or cancellation. Each party will, upon a party's request, provide the other party with certificates of insurance evidencing satisfactory coverage of the types and limits set forth above.

I. Survival. Sections 3 (Fees; Payment Intermediary) (surviving until all fees and charges are paid), 4 (Term and Termination), 5.B. (Our Technology), 6 (Ownership), 7 (Confidentiality) (surviving for the term specified therein), 9.B. (Indemnification), 10 (Disclaimers, Limitation of Damages and Liability), and 11 (General Provisions) (surviving according to the specified periods, if any), shall survive expiration or termination of this Agreement.

J. Third-Party Programs. Customer may receive access to third-party software programs ("Third-Party Programs") through the Collector Software, and/or third-party programs may be bundled with the Collector Software. These Third-Party Programs are governed by their own license terms, which may include open source licenses, and those terms will prevail over the terms of this Agreement as it relates to Customer's use of Third-Party Programs. This Agreement does not limit Customer's rights under any such Third-Party

Program or grant Customer any rights that supersede the terms of any such license agreement for a Third-Party Program.

K. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety, without your consent to our Affiliate provided the assignee accepts full responsibility for our obligations hereunder, or to a successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of our assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

L. Publicity.

(i) Neither party will make any news or press release regarding this Agreement without the other party's prior written consent. You grant us the right to include your name and logo as a customer in our promotional materials; provided however, that you can opt to have your name excluded from such use by us except as agreed to in writing on a case-by-case basis by providing a sufficiently detailed email request regarding the same to sales@logicmonitor.com; the subject line in such email should be entitled "Non-use of Subscriber Name."

(ii) Subject in each case to your agreement and only on an occasional basis, we may ask that you consider in your sole discretion making a representative available (x) to serve as a non-public reference to our prospective customers to discuss your experience working with us; and (y) to work with us in developing and publishing case studies and press releases that describe your use of the Services.

M. Force Majeure. Except for the nonpayment of money due, neither party shall be liable for any delay or failure in performance due to Extraordinary Circumstances (as defined in Section 2.C(ii) hereof); provided, that, if such force majeure conditions result in the Service being unavailable for thirty (30) consecutive days, either party may terminate this Agreement upon written notice.

N. Effect of Transaction. For the avoidance of doubt, (i) in the event that Customer is acquired by or merged into another entity that is a customer of LogicMonitor, this Agreement and the commercial terms set forth on any Order Form hereunder shall continue to apply for the subscription term set forth on any such Order Form; and (ii) in the event that Customer acquires (whether by acquisition or merger) another entity that is a customer of LogicMonitor, Customer acknowledges and agrees that the commercial and legal terms then in place between LogicMonitor and such entity shall continue for the duration of such entity's current subscription term.

O. Anti-Bribery and Anti-Corruption. LogicMonitor is committed to conducting business that is free from any and all forms of corruption or bribery, including kickbacks, money laundering and fraud. LogicMonitor is committed to compliance with all applicable anti-bribery and anti-corruption laws and regulations, including but not limited to the U.S Foreign Corrupt Practices Act 1977 and the UK Bribery Act 2010. You agree not to directly or indirectly offer, promise, provide or accept anything of value to or from a LogicMonitor employee, a government official or commercial business partner in violation of any provisions of any applicable anti-bribery Laws in connection with this Agreement or any LogicMonitor business.

P. Compliance with Federal, State and Local Laws. Each party agrees the Services provided hereunder shall be delivered and used in accordance with all applicable federal, state and local laws and regulations.

Q. Relationship of the Parties. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. There are no third-party beneficiaries to this Agreement.

R. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies available to a party at law or in equity.

S. Entire Agreement. This Agreement and any attachments approved by the parties hereto constitutes the entire agreement between the parties and supersede all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, including but not limited to any non-disclosure and proof of concept agreements entered by the parties and any click-through or online terms. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted.

[***Signature Page Follows***]

ACCEPTED AND AGREED BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES AS OF THE DATE LAST SIGNED BELOW:

(END USER)		**(LOGICMONITOR, INC.)**	
SIGNATURE:		**SIGNATURE:**	
NAME:	_____	**NAME:**	_____
TITLE:	_____	**TITLE:**	_____
EMAIL:	_____	**EMAIL:**	_____
DATE:	_____	**DATE:**	_____

Exhibit A

Information Security and Privacy

1. Purpose

This Security Exhibit outlines the essential security and privacy practices LogicMonitor shall meet and maintain in order to fulfill its obligations under the terms of the Agreement.

LogicMonitor may update or modify these practices from time to time, provided such updates and modifications shall not result in a degradation of the overall security of the Services during the term of the Agreement.

2. Information Security Management

LogicMonitor shall maintain throughout the Term of the Agreement formal information security management program designed to protect the confidentiality, integrity and availability of Customer Data. The program shall be documented and updated based on changes in applicable legal and regulatory requirements related to privacy and data security practices and industry standards.

3. Security Policies and Procedures

LogicMonitor shall maintain formal information security policies and procedures which address the following areas:

A. Risk Assessment & Treatment. Formal risk management processes shall ensure that information security risks are reviewed holistically and have the visibility of executive management.

B. Personnel. Background checks shall be conducted for each individual upon hire. Mandatory information security training shall be issued within each employee's first week, and annually thereafter.

C. Access Management. Authorization to access business and production systems shall be limited to individuals with a specific need based on job title and function.

D. Change Management. All changes to the Service shall be documented, and each change shall be reviewed, approved, and tested prior to release.

E. Encryption Management. Customer Data shall be encrypted in transit using TLS 1.2 or higher encryption with GCM ciphers or stronger. Sensitive Customer Data shall be encrypted at rest using AES-256 or an equivalent strength cipher.

F. Vulnerability Management. The Service operating platform shall be scanned for security vulnerabilities on an ongoing basis. Critical and high severity vulnerabilities shall be addressed with highest priority.

G. Application Security. The applications which comprise the Service shall be tested for security defects using multiple testing modalities including static analysis, dynamic analysis, and software composition analysis where appropriate. New applications and services shall undergo a formal threat

modeling exercise prior to introduction into the Service environment. Critical and high severity software defects shall be addressed with highest priority.

H. Penetration Testing. The Service shall be subjected to third-party penetration testing on an annual cadence. Penetration testing shall include, at minimum, the following analyses: information gathering; manual testing of flaws that may compromise the confidentiality, integrity, or availability of Customer Data; escalation of privilege; and system compromise steps. Application source code analysis shall be included in the penetration testing process to facilitate visibility into potential vulnerabilities. Any material security defects shall be addressed with highest priority.

I. Emergent Threats. Any security vulnerabilities that positively result in an imminent threat to the confidentiality or integrity of Customer Data shall be addressed on a timeline not to exceed thirty (30) days from the point discovery.

J. Incident Response. LogicMonitor shall track various sources for indicators of a breach to the confidentiality or integrity of the facilities, networks, and systems that house Customer Data, and shall maintain a formal incident response procedure to promptly mitigate damages caused by such an incident. Upon the detection of a security incident that may have impacted the confidentiality or integrity of Customer Data, LogicMonitor shall notify the customer in writing within 48 hours from the point of discovery, and shall provide Customer with ongoing updates throughout the incident lifecycle until it is formally closed.

K. Business Continuity Management. LogicMonitor shall maintain a program to ensure ongoing delivery of the Service in the event of a disaster or other significant event that might otherwise impact operation of the business.

4. Data Handling and Protection

LogicMonitor shall maintain formal information security policies and procedures which address the following areas:

A. Service Centers. The Service shall be hosted through geographically distributed data centers operated by third parties located in the United States. All data centers shall be certified to AICPA SOC2 Type 2 or equivalent standards, and provide redundant power, cooling, and security systems. LogicMonitor shall review the controls of these facilities at least annually to confirm adequate measures are in place to protect the availability and confidentiality of the Service.

B. Production Servers. All production servers shall be security hardened using CIS or higher standards, have protective software installed, and be continually monitored for events that impact data security.

C. Data Segregation. LogicMonitor shall maintain no less than industry standard logical data segregation in a multi-tenant environment designed to ensure Customer Data is not accessible by unauthorized individuals. LogicMonitor shall logically isolate Customer Data, and the Customer shall control the specific data stored in the Service. Each customer tenant shall be configured with a unique encryption key to ensure data confidentiality.

D. Data Regionalization. With respect to the Service, Customer may select the service center region in which Customer Data is stored. Customer Data may be transferred to and/or allowed to be accessed by Personnel located in regions in which LogicMonitor provides operations and support services as memorialized in http://logicmonitor.com/terms/data_handling_supplement. Operational logs and other files submitted for analysis by LogicMonitor's support services shall be stored in the United

States. In no event shall any Customer Data or Customer Confidential Information be accessed, stored, or processed from or in any OFAC-sanctioned country.

E. Customer Data Handling. The Service shall maintain appropriate data security controls to address the following areas:

   i. Logical access controls such as password strength requirements, multi-factor authentication, single sign-on, and role-based authorization
   ii. Data access controls including encryption and hashing
   iii. Automatic logout of individual accounts following inactivity timeout
   iv. Temporary lockout of individual accounts following multiple authentication failures that must be reset by request of the individual. No time-based unlocking of accounts.
   v. Audit logging of authentication events and other material activities with the tenant

F. Data Return and Deletion. LogicMonitor shall provide a mechanism within the Service to allow for data export, which may be used to retrieve Customer Data upon termination.

5. Business Continuity Management

LogicMonitor shall maintain a formal business continuity management program designed to ensure the continuous operation of business processes which support delivery of the Services. The program shall be documented within LogicMonitor's formal information security policies and procedures, and shall specifically address the following areas:

A. Business Technology Resiliency Planning. All business resources and technology services required for day-to-day business shall be sourced and implemented with resiliency as a primary goal.

   i. LogicMonitor's corporate offices shall be operated such that any office could cease to exist without impact to business operations.
   ii. All LogicMonitor employees shall be issued laptop computers as their personal workstations. In the event a corporate office becomes unavailable for use, employees shall continue to access business systems using internet access provided elsewhere.
   iii. As security controls are implemented and maintained for business technology services, they shall be evaluated to meet continuity requirements.
   iv. Business Continuity obligations for the operation of LogicMonitor's Services shall be maintained as defined in Section 5 of this Exhibit.

B. Business Systems Resiliency Testing. LogicMonitor's business continuity plans shall be tested on an ongoing basis. Use of business systems by mobile and remote employees shall be used to provide performance indicators that inform required service levels.

6. Disaster Recovery

LogicMonitor shall maintain a formal disaster recovery program to ensure the resiliency of the Services through multiple types of potentially disruptive events.

A. Architecture for Disaster Recovery. Anticipation of disaster recovery needs shall be a primary consideration in the design and implementation of systems and processes used to operate the Services.

   i. The Services shall operate only out of datacenters and IaaS providers that can provide high levels of redundancy in systems that provide power, cooling, network connectivity, fire suppression, flood control, and earthquake resiliency.

ii. All hardware and network devices shall be deployed with sufficient redundancies to ensure stable and continuous operation that is tolerant of outages that affect both individual components.

iii. Sufficient processes and procedures shall be maintained to meet a Recovery Time Objective (RTO) not to exceed 12 hours. The Recovery Point Objective (RPO) shall not exceed 36 hours. Service Level Indicators shall be maintained to report on overall availability targets.

B. Backup and Restore

i. All customer data stored and processed by the Services shall undergo backup processes to ensure recoverability from incidents which impact security or availability. Backup data shall be created on a frequency targeted to meet the indicated RTO and RPO.

ii. Backup data shall be stored in multiple locations to ensure recoverability from an incident impacting any specific facility. Where backup data is transmitted across public networks, HTTP over TLS shall be used to encrypt transmission.

C. Disaster Recovery Testing

i. Formal documentation describing the disaster recovery testing process for the Services shall be reviewed and updated at least annually.

ii. The backup/restore procedures upon which the Services' disaster recovery processes are based shall undergo continuous testing as part of regular capacity management exercises.

iii. A complete test of the Services' disaster recovery process, including simulation of datacenter failure, shall be conducted on an annual basis. Each test shall be followed by a report of the testing exercise, confirmation whether current RTO and RPO targets were met, as well as lessons learned and process improvements to decrease RTO and RPO values.

D. Customer Communications. In the case of a significant disruption of the Services, LogicMonitor shall communicate such outages primarily via a notification service located at https://status.logicmonitor.com/. Upon a significant disruption, customers may also receive notification via email or phone from a technical account manager.

7. Subprocessor Security

LogicMonitor shall conduct security assessments of its subprocessors that process Customer Data to ensure effectiveness of their security operational practices. LogicMonitor's current subprocessors are listed at http://www.logicmonitor.com/terms/data_handling_supplement.

8. Independent Assessments

On an annual basis, the Security Program shall be audited by an independent third-party to validate compliance with industry standards including the AICPA SOC2 Type 2 trust service principles, ISO/IEC 27001:2013, ISO/IEC 27017:2015, and ISO/IEC 27018:2014 . Upon written request, LogicMonitor shall provide evidence of these audit activities in the form of third-party assessment reports and/or certificates.

If LogicMonitor's existing third-party audit processes or a security incident demonstrate a material breach of our obligations to uphold the commitments made in this Exhibit, LogicMonitor will respond to the customer's reasonable written requests for more detailed information relevant to its security and privacy program. LogicMonitor may charge its then-current professional services rates for such responses. If it is demonstrated that LogicMonitor is failing to comply with any of its security and privacy obligations under this Agreement, then, LogicMonitor will take the necessary steps to comply at no additional cost to the Customer.

9. Shared Security Model

Notwithstanding the foregoing, Customer acknowledges that security is a shared responsibility between LogicMonitor and the Customer. Customer understands that the Service provides various security controls which must be properly configured according to LogicMonitor's documented best-practices, published at https://www.logicmonitor.com/support/getting-started/advanced-logicmonitor-setup/security-best-practices, to provide adequate protection for Customer Data.

Software Licensing Agreement

PLEASE READ THIS AGREEMENT BEFORE UTILIZING OUR SOFTWARE AND/OR APPLIANCES. THE USE OF THIS SOFTWARE PRODUCT INDICATES YOUR ACCEPTANCE OF THIS AGREEMENT. ACCEPTANCE OF THIS AGREEMENT MEANS THAT YOU ARE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT.

This Software Licensing Agreement, ("Agreement") dated _____, 20___ ("Effective Date") is between_____, the User ("User") and Skyline Technology Solutions, LLC ("Skyline"). Skyline agrees to provide User with a license to Skyline's Software Product under the terms and conditions set forth herein. User agrees to abide by the terms of this Agreement.

1. ***Definitions***.

   a. "Software Product" means the live video streaming, sharing, transcoding and/or management software application identified on Exhibit A attached hereto, and includes those appliances, programs, models, rules, documentation and all modifications made thereto by Skyline. "Software Product" also includes any third-party embedded software products licensed by Skyline that are provided as part of the video streaming, sharing, transcoding and/or management software application identified on Exhibit A attached hereto.

   b. "Derivative Works" means any modifications, changes or enhancements to the Software Product made by the User, or on behalf of the user by Skyline or a third party.

   c. "Acceptance" means that the User has accepted the terms of this Agreement and has Accepted this agreement by signature of its authorized official.

   d. "Date of this Agreement" means the Effective Date.

   e. "Use" or "Using" means to access, install, download, copy or otherwise benefit from using the functionality of the Software Product.

   f. "Administrative Users" means individual users with rights to perform application administrative functions.

   g. "Permitted End Users" means any employee of the User and there shall be no limit on the number of such qualified Permitted End Users who may use the Software Product.

   h. "License Fee" means any fee due to Skyline as set forth in Exhibit A attached hereto.

2. ***User's Duties***.

   a. Ownership of Intellectual Property. User recognizes that except for certain third-party software, which is the intellectual property of the applicable third-party licensors, the Software Product is Skyline's intellectual property. Skyline shall retain sole and exclusive ownership of all right, title, and interest in and to the Software Product, all copies thereof, and all modifications and enhancements thereto made by Skyline at Skyline's initiative (including ownership of all copyrights, trademarks, trade secrets and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to you herein. This Agreement does not provide User with title or ownership of the Software Product but only a license as described more fully herein.

   b. Enhancements or modifications created by Skyline prior to this Agreement or outside of this Agreement and used by Skyline to fulfill its obligations under this Agreement will remain the property of Skyline.

   c. Ownership of software, enhancements, modifications, intellectual property and deliverables developed for User by Skyline shall be owned and retained solely by Skyline unless otherwise agreed upon in a separate written agreement between Skyline and User.

   d. Confidentiality Agreement. User agrees to abide by the terms of Paragraph 4.

   e. Report to Skyline. User agrees to abide by the terms of Paragraph 5.

3. ***License***.

UPON FULL EXECUTION OF THIS AGREEMENT, USER SHALL PAY TO SKYLINE THE LICENSE FEE IN THE AMOUNT AND DUE DATES AS SET FORTH ON THE SOFTWARE IDENTIFED IN EXHIBIT A. SKYLINE GRANTS TO USER A NON-EXCLUSIVE, PERPETUAL, NON-ASSIGNABLE, NON-TRANSFERABLE LICENSE TO USE THE SOFTWARE PRODUCT AS PROVIDED IN THIS AGREEMENT. THE SOFTWARE PRODUCT IS LICENSED BY SKYLINE TO USER ACCORDING TO THE TERMS OF THIS AGREEMENT. ALL RIGHTS NOT EXPRESSLY GRANTED TO USER HEREIN ARE RESERVED TO SKYLINE OR ITS LICENSORS.

a. Use of Software Product. The Software Product may only be installed by Skyline on hardware that is pre-approved by Skyline. User may not make any copies of the Software Product.

b. Modifications to Software Product. User may not modify, enhance or customize the Software Product.

c. Transfer to Third Parties. User may not transfer this Software Product or assign this Agreement in whole or in part, to third parties without prior notification to Skyline.

d. Incorporation of Third-Party Software. Software Product may contain or be derived from materials of third-party licensors. The restrictions and obligations applicable to User's use of the Software Product under this Agreement extend to any such third-party licensor materials. Pursuant to its agreements with these third parties, Skyline grants to User a non-exclusive, non-transferable license to use any such third-party software solely in conjunction with the Software Product.

e. Restrictions. User may not lease, use, copy, rent, modify, distribute or sublicense the Software Product except as otherwise set forth herein. User may not reverse engineer, decompile, disassemble, or otherwise translate the Software Product.

f. Permitted End Users. There are no limits to the number of End Users permitted to access the Software Product.

g. Default. Either party may terminate this Agreement upon the breach of a material term following reasonable written notice of the breach to the other party and a 30-day cure period. Skyline will have no obligation to refund the Annual Fee In the event of a termination of this Agreement by Skyline caused by a breach by User. In the event of such termination, the User will be required to discontinue its use of the Software Product.

h. Term. The license granted to the User hereunder shall commence on the Effective Date and shall continue in perpetuity, unless and until terminated as provided in this Section. The obligations set forth in Sections 2, 4, 7, 9 and this Section shall survive termination or expiration of this Agreement.

i. Export Controls. The Software Product is specifically subject to the U.S. Export Administration Regulations. The Software Product and underlying information and technology may not be downloaded or otherwise exported or re-exported: (i) into, or to a national or resident of, any country listed in the U.S. Export Administrative Regulations or any other country to which the United States has embargoed goods; (ii) to anyone on the United States Treasury Department's list of Specially Designated Nations or the United States Commerce Department's Table of Denial Orders; or (iii) to any country or organization prohibited by any agency of the government of the United States. User acknowledges and agrees not to, directly or indirectly, resell, transfer disclose, export or re-export the Software Product in violation of the U.S. Export Administration Regulations (or any equivalent thereof) without the appropriate United States or foreign government licenses and/or authorizations.

j. U.S. Government Restricted Rights. The Software Product and documentation are provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted rights at 48 CFR 52.227-19, as applicable. Manufacturer is Skyline Technology Solutions, LLC, 6956 Aviation Boulevard, Glen Burnie, Maryland 21061.

4. ***Confidential Information***. Each party recognizes that this Agreement will allow it to come into possession of information that may comprise valuable trade secrets and other confidential information ("Confidential Information") which is exclusively owned by the other or by a third party. Each party expressly recognizes that such Confidential Information is being conveyed to the other under conditions of confidentiality, and agrees that it shall not use, for its own benefit or for the benefit of others, and shall not disclose Confidential Information belonging to the other or a third party to any third party during the term of this Agreement or at anytime after the termination of this Agreement.

5. ***Report to Skyline***. User recognizes that User's operation of the Software Product may result in defects and errors. The knowledge of these defects and errors may be helpful to Skyline's continued development of the Software Product. User may voluntarily report to Skyline any defects or errors which User recognizes in the operation of the Software Product. This report to Skyline is strictly voluntary. Failure to report defects or errors to Skyline in no way terminates or alters User's duties under this Agreement unless the failure to correct said defects or errors renders the Software Product unusable, or unless the User is separately paying Skyline for a Software Support Agreement. In the exercise of its sole discretion and from time to time, Skyline may develop and make available maintenance releases for the Software Product. Such maintenance releases are made available at no cost to the User if User has a current annual support service agreement with Skyline.

6. ***Warranties.*** Skyline warrants that for a period of one (1) year from the point that User's system has gone live and User has accepted the Software Product, or until such time as the User terminates its Maintenance Services Agreement with Skyline, whichever is earlier, the Software Product substantially conforms to its published specifications. Skyline warrants that as delivered to User, the software does not contain any virus or programming that will cause the software to become inoperable or incapable of being used in accordance with its user manuals.

7. ***Disclaimers***. Except for any warranties set forth herein the Software Product provided by Skyline is provided, WITHOUT WARRANTY OF ANY KIND TO USER OR ANY THIRD PARTY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER THIS AGREEMENT. Except as it relates to the obligations of the Parties in Sections 8 and 9 below (Skyline and User Indemnification), Skyline's and User's aggregate liability whether for negligence, breach of warranty, or any other cause of action shall in no event exceed the price paid for the Software Product by the User to the Skyline. Skyline assumes no responsibility whatsoever for the performance of the User's computer hardware, operating systems, video sources or network connections. In no event does Skyline warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions.

8. **Skyline Indemnification.** Skyline shall indemnify, defend, and hold harmless User and its respective directors, officers, partners, members, employees and agents from and against all claims, damages, losses, liabilities, costs and expenses arising out of any claim solely by a third party:

a. asserting that the Software Product or any User's use thereof pursuant to the terms of this Agreement, infringes such third party's patent, copyright, trademark, trade secret, confidentiality or other right, provided that User notifies Skyline in writing of the claim. Skyline's obligations under this section shall not apply to the extent of any claim or infringement resulting from (i) User's continued use of the infringing product after receipt of notice from Skyline of a claim or after receipt of the remedy required of Skyline under this section; (ii) modifications to the Software Product by any party other than Skyline or its subcontractors or agents; (iii) modifications to the Software Product by Skyline made pursuant to User's express instructions and owned by User; (iv) combination of the Software Product with other products, processes or materials not provided

by Skyline and not specified by the applicable documentation; or (v) User's use of the Software Product other than in accordance with the terms of this Agreement. If use of the Software Product is ever restricted or prohibited as a result of any such infringement, misappropriation or violation of another's rights, then within thirty (30) days after such restriction or prohibition Skyline shall, either (a) obtain for User the right to continue use of the Software Product as provided for in this Agreement; (b) modify the infringing Software Product to be non-infringing; (c) replace the Software Product with substantially similar software with at least the same functionality or (d) refund all fees paid by User under this Agreement for the current year; OR

b. arising out of or related to the negligence or intentional tortuous acts or omissions of Skyline giving rise solely to said third party claims.

c. Indemnification of costs and expenses shall extend only to actual costs and expenses assessed. Skyline's obligation to indemnify User as set forth above is conditioned on User giving Skyline prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting Skyline to defend User at Skyline's expense with legal counsel of Skyline's choice.

9. User's Indemnification. As a condition for use of the Software Product, User hereby agrees that User will indemnify and hold harmless, Skyline, from any claims for damages or losses, brought against Skyline solely by third parties (not affiliates of User) arising from or related to use of the Software Product by User, or any related act or omission of User. User further agrees to indemnify Skyline against any award of damages and costs made against Skyline by a court of last resort arising from or related to any act or omission of User. Indemnification of costs shall extend only to actual costs assessed. User's obligation to indemnify Skyline as set forth above is conditioned on Skyline giving User prompt written notice of all claims, providing reasonable cooperation in their investigation and defense, and permitting User to defend Skyline at User's expense with legal counsel of User's choice.

10. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the matters stated herein, and this Agreement contains all the covenants and agreements between the parties with respect thereto. This Agreement may be amended or modified only in writing and shall be effective only after affixation of both parties' signatures.

11. ***Knowing Consent and Authority to Consent***. The parties knowingly and expressly consent to the foregoing terms and conditions. Each party is authorized to enter into this Agreement on behalf of its respective party. The parties acknowledge that each party and its respective counsel have had an opportunity to review and revise this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits, or schedules hereto.

12. ***Miscellaneous.***

a. Both parties agree that, except as may be required by applicable law or regulations, they shall not disclose in advertising, publicity or otherwise, the terms and conditions of this Agreement without prior written consent of the other party.

b. This Agreement shall be construed in accordance with the laws of the State of Maryland, without regard for its conflicts of laws provisions. Both parties hereby submit to the exclusive jurisdiction of the state and Federal courts of the State of Maryland, for resolution of all disputes arising out of or related to the subject matter of this Agreement, and each agrees to waive their right to jury trial.

c. Each paragraph and provision are severable from the Agreement, and if one or more provisions or parts are declared invalid by a court of competent jurisdiction, the remaining provisions shall nevertheless remain in full force and effect. Any waiver (expressed or implied) or delay by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

d. Section Captions are inserted only for convenience and are in no way to be construed as part of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives and have caused this Agreement to take effect on the date of the last party to sign this Agreement.

USER: _____	**Skyline Technology Solutions, LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

Genetec Software License Agreement

Thank you for choosing Genetec products. This document (the "**Agreement**") constitutes a binding legal agreement between Genetec Inc. ("**Genetec**") and "**Licensee**" and defines the terms and conditions under which Genetec allows Licensee to download, install and use any Genetec Software (as defined below). Please read it carefully as it contains important information such as warranty disclaimers and limitations of liability.

This Agreement applies to Licensee from the moment that Software is installed or used for the first time by Licensee or the terms of this Agreement are accepted either by a representative of Licensee or by a representative of a third party service provider retained by Licensee to install Software for Licensee. Licensee's (including its users') use of Software will mean that Licensee has agreed to be bound by the terms and conditions set out below**.**

1. Scope and Definitions

a. Scope. This Agreement applies to access and use of all Software by Licensee (including its Affiliates and their respective authorized users). If any additional terms apply to any given Software, they will be provided to Licensee in the form of a Software Appendix at the time of procurement of the license to such Software.

b. Definitions. For the purpose of this Agreement, the term (i) "**Affiliate**" means, in reference to a Party hereto, any entity that, either directly or through one or more intermediary entities, controls, is controlled by, or is under common control with that Party, where 'control' refers to the ownership of more than fifty percent (50%) of the voting equity of such entity or to the right to appoint the majority directors to the board of directors of such entity; (ii) "**Documentation**" means user manuals and any other documentation pertaining to Software or Genetec Advantage (as defined in section 2.a below) as made available by Genetec in relation to such Software; (iii) "**Malicious Code**" means any software, electronic, mechanical or other means, device or function (such as, a backdoor, trapdoor, virus, malware, spyware or trojan horse) designed to allow Genetec or a third party to spy or gain unauthorized access to Licensee Data or Licensee systems; provided that 'Malicious Code' excludes any function of Software intended to enforce license-specific limitations (such as for trial or subscription-based Software licenses) and other similar self-help mechanisms; (iv) "**Party**" means either Genetec or Licensee, and "**Parties**" means both Genetec and Licensee; (v) "**Software**" means any software application conceived, developed or licensed by Genetec, in whatever form, and that is licensed to Licensee under this Agreement, including all updates, upgrades and other modifications thereto that Genetec may make available to Licensee from time to time.

2. License Terms and Restrictions

a. Grant of License. Subject to the payment of the relevant licensing fees and Licensee's compliance with the terms and conditions of this Agreement, Genetec hereby grants to Licensee a non-exclusive, non-transferable, non-sub-licensable enterprise-wide license to download, install and use Software in accordance with the applicable Documentation in the form made available by Genetec, up to the maximum number of installations, in the territory and during the term specified in the relevant purchase order. This license allows Licensee to grant access and permit use of Software to its Affiliates and to its and their respective employees, agents, representatives and other persons acting on Licensee's behalf ("**Permitted Users**"), provided that Licensee will at all times remain responsible for its Affiliates' and the Permitted Users' access and use of Software in compliance with the terms of this Agreement. Licensee may make a reasonable number of copies of Software and the relevant Documentation as may be necessary for Licensee's standard archival, disaster recovery, internal testing and regulatory compliance purposes. This license also includes all Software updates (including bug fixes and patches) that Genetec may make available to Licensee, as well as any Software upgrades (including new releases, new features and other substantial Software improvements) which Licensee is eligible to receive either as part of Licensee's subscription to Genetec advanced support and maintenance offering known as Genetec Advantage (or its future replacement; herein referred to as "**Genetec Advantage**") or otherwise.

b. Trial Licenses. In certain cases, Genetec may offer trial licenses to allow Licensee to evaluate Software. Certain Software features may be either limited or unavailable as part of trial licenses. The duration of trials may vary from one Software to another. The trial license will end upon the expiration of the trial period, unless Licensee will have procured a full license to such Software before then. The trial license may terminate sooner in accordance with this Agreement.

c. License Restrictions. Licensee warrants that it will not (and will not encourage, assist or permit any other person to): (i) translate, decompile, reverse engineer, modify or otherwise tamper with, or attempt to derive the source code or any other proprietary technology of, Software, in whole or in part; (ii) access or use Software

to develop competing products or technology, or otherwise create derivative works of Software or parts thereof; (iii) remove, alter or obscure any proprietary notices that appear in Software; (iv) copy, reproduce, distribute, rent, loan, sell, transfer, grant any license, sub-license or otherwise make available Software to third parties except as expressly permitted in this Agreement, (v) use Software in combination with any system or application where such use or failure of such system or application can reasonably be expected to threaten or result in personal injury, death or catastrophic loss; and/or (vi) access or use Software for any unlawful activity or in any manner that violates the applicable law or the rights of any person (such as any rights to privacy or intellectual property). Licensee further warrants that it will use Software in an ethical and responsible manner, in compliance with the Universal Declaration of Human Rights of the United Nations and other applicable legislation combatting modern slavery practices or other violations of human rights, including those pertaining to discrimination and harassment.

d. License Control. Software may contain standard license control mechanisms to ensure that it is functional only during the period covered by the license key that Software is paired with. As such, if Licensee procures Software on a temporary or subscription basis, Licensee shall keep the license key information in Software up to date to ensure that Software functions without interruption. Depending on Software, the above may be achieved by enabling the automated license control option in Software or by manually pairing the most up to date license key with Software. Genetec will not be responsible for any interruption in Software if Licensee fails to pair the most up to date license key with Software in a timely manner.

e. Support. Unless expressly agreed to otherwise in writing, all Software support will be provided to Licensee by the third party authorized reseller from which Licensee has procured such Software and may be subject to additional terms defined by the authorized reseller. If Licensee procures a subscription to Genetec Advantage in relation to Software, Genetec will assist its authorized reseller in its provision of support to Licensee with respect to Software and will use commercially reasonable efforts to resolve all issues experienced by Licensee within the scope of the Genetec Advantage plan procured by Licensee as described in the applicable Documentation during the term of Licensee's subscription to Genetec Advantage.

f. Malicious Code Control. Genetec will not intentionally introduce any Malicious Code and will use commercially reasonable efforts to ensure that no Malicious Code is introduced into Software. If Genetec becomes aware of any Malicious Code within Software, Genetec will promptly notify Licensee of such event and will provide reasonable assistance to Licensee to prevent or mitigate the impact of such Malicious Code.

3. Confidentiality and Licensee Data

a. Confidential Information. In relation to your use of our Software, either Party may disclose certain Confidential Information to the other Party. For the purpose of this section, "**Confidential Information**" means any non-public information that is either marked or otherwise identified as proprietary or confidential, or otherwise, due to its nature or under the circumstances surrounding its disclosure ought to be treated as proprietary and confidential by a reasonable person receiving such information; provided that 'Confidential Information' excludes (a) information which is or becomes known to the public without breach of this Agreement; (b) information developed independently by the "**Receiving Party**" without use of Confidential Information of the "**Disclosing Party**", as the Receiving Party may reasonably demonstrate; and (c) information which is rightfully received by the Receiving Party from a third party without restriction on disclosure and without breach of the Agreement. All Confidential Information disclosed under this Agreement shall (i) remain the property of the Disclosing Party; (ii) only be used by the Receiving Party to the extent required to fulfil its obligations under this Agreement; (iii) be protected by the Receiving Party from unauthorized use and disclosure through appropriate technical, operational and other safeguards that the recipient uses to protect its own Confidential Information of similar nature, and in any case using, at the minimum, a reasonable degree of care; and (iv) be returned or destroyed upon request of the Disclosing Party and in all cases upon the termination of this Agreement. The foregoing shall not, however, prevent a Party from preserving such records as may be required to ensure its compliance with the applicable law, provided that such Party shall remain bound by these confidentiality obligations for as long as it retains a copy of the other Party's Confidential Information. The Parties agree to hold each other's Confidential Information in confidence during the term of this Agreement and for five (5) years after its termination, save for any information that constitutes a trade secret, which, to the extent permitted under the applicable law, will remain confidential until it ceases to qualify as a trade secret under the applicable law.

b. Optional Features and Licensee Data. Software is built to support integrations and interconnectivity with various other software, hardware, cloud services and other sources of data. However, except as expressly stated below in this section, all data uploaded to or stored in Software will not be accessible to Genetec. To protect Licensee data from unauthorized use or disclosure, Licensee is strongly encouraged to ensure

that Software is adequately configured, that all user accounts are protected with secure passwords, and that users keep their login information confidential. By default, Genetec does not have access to any data uploaded to or stored in Software when installed on infrastructure not provided by Genetec. However, certain optional features in Software may, if enabled by Licensee, share certain Licensee data with Genetec to perform their functions. While the use of these features is optional, enabling them will result in the transmission of certain Licensee data to Genetec for processing. In certain cases, Licensee may opt to enable these features on an anonymous basis (in which case, Licensee data will be sent to Genetec in an aggregated manner with such data from all other Genetec licensees), or on an individual basis (in which case, Genetec will be able to associate Licensee data with Licensee). These features, when enabled, will require Software to connect to and transmit Licensee data over the Internet. Genetec may be also granted access to Licensee data to assist Licensee or its authorized reseller in the resolution of certain advanced Software support issues. Licensee may also opt in to permit Genetec to collect certain non-personal Software performance and usage data to provide the Software or associated support services to Licensee or to develop and improve the quality of Software and other offerings. Such performance and usage data will not contain any of Licensee data and will not be capable of being traced back to either Licensee or its users. In all cases, Genetec will collect, use and otherwise process all Licensee data in accordance with this Agreement and our privacy policy at www.genetec.com/legal/privacy.

4. Intellectual Property Rights

a. Ownership of Rights. Software is protected by law, including all associated intellectual property rights in Canada, the United States, and other countries. Genetec (together with our Affiliates, licensors and partners, as applicable), remains the sole owner of all rights (including intellectual property rights), title and interest in and to Software (including all improvements, translations and other modifications and derivative works), as well as any goodwill associated with it. Regardless of any use of the words 'purchase', 'sale' or the like in this Agreement, any websites, documentation or purchase orders, Software is licensed, not sold, and no title or ownership of any rights in or to Software is being transferred or assigned under this Agreement.

b. Acknowledgements. Certain Software includes certain software programs or code developed and/or licensed to Genetec by third parties, under the licensing terms of which Genetec undertook to acknowledge their respective developers' or owners' intellectual property rights in these components. The list of third party components included in Software is available at www.genetec.com/legal/tpslist and may be updated from time to time by Genetec, as it makes available modifications to Software.

c. Third-Party Products. Certain Software may allow Licensee to connect (through an integration or otherwise), access and use certain plugins and other third-party products or services (each a "**Third-Party Product**") in association with Software. Licensee acknowledges and agrees that any such connection or accesses to any Third-Party Product in association with Software is made available to Licensee for convenience only. Genetec does not endorse any such Third-Party Product, and Genetec makes no representations and provides no warranties whatsoever with respect to any such Third-Party Product. Third Party Products are not part of Software, and are provided under such terms and conditions under which their respective manufacturers or owners make them available to Licensee, and Licensee alone is responsible for ensuring that Licensee procures all appropriate rights to access and use any such Third Party Products and complies with the terms and conditions applicable to their use.

d. Remedies. Licensee acknowledges that Software contains valuable Confidential Information of Genetec, which may include trade secrets, and its unauthorized disclosure or use may cause significant and irreparable harm to Genetec. As such, Licensee agrees that, in addition to all other remedies available at law or equity, Genetec shall be entitled to seek equitable relief, including injunction and specific performance, as a remedy for Licensee's breach of this Agreement. Furthermore, if Genetec has reasonable grounds to believe that Licensee uses Software in violation of the terms of this Agreement, subject to a reasonable prior written notice to Licensee, Genetec shall have the right to designate, at Genetec's own expense, an independent third party auditor, reasonably acceptable to Licensee, to assess Licensee's compliance with the terms of this Agreement, provided that any such audit must be conducted without undue interruption of Licensee's operations, during regular business hours, and be subject to Licensee's standard security and confidentiality procedures applicable to its premises.

5. Term and Termination

a. Term. This Agreement will become effective as of the earlier of the date of first installation or use of Software or Licensee's acceptance of these terms (whether in writing, through click-wrap or other supported means), and will remain in force and effect between Licensee and Genetec for the duration of the Software license (including its renewals, as the case may be), unless terminated earlier in accordance with its terms.

b. Termination for Cause. Without restricting any of Genetec's other rights and remedies, Genetec may terminate this Agreement (and the license granted herein) if Licensee breaches any of its material obligations under this Agreement (including, without limitation those set out in sections 2.a, 2.c, 4.a, 6.d, 7.a or 7.f) and fails to remedy its breach within fifteen (15) calendar days from Licensee's receipt of a written notice from Genetec advising Licensee of such breach, provided that if any such breach is not capable of remedy, then the Agreement shall terminate immediately upon Genetec's delivery of such written notice to Licensee. Licensee understand that by doing so, Genetec will not be liable for any inconvenience, loss or damage whatsoever.

c. Effect of Termination. Immediately upon the termination of this Agreement for any reason, all licenses granted under this Agreement will automatically terminate and Licensee shall (i) immediately cease (and cause its users to cease) using Software; (ii) uninstall all instances of Software from devices; and (ii) destroy all copies of the Software and the accompanying Genetec Documentation. However, Licensee may keep a reasonable number of copies of Software and the relevant Documentation as may be necessary for Licensee's standard archival, disaster recovery, internal testing and regulatory compliance purposes as permitted under section 2.a above. The termination of this Agreement will not impact the Parties' respective rights and liabilities accrued during the its term of this Agreement.

d. Survival. Regardless of any termination, the sections which by their nature shall survive the termination of this Agreement will survive its termination, including without limitation sections 2.d, 3, 5.c, 5.d, 4.a, 4.d, 5 and 7.

6. Warranties, Indemnities and Limitations of Liability

a. Software Warranty. Genetec warrants that, for a period of one (1) year from the date of delivery of Software to Licensee (or such other period covered by Licensee's subscription to Genetec Advantage, as applicable), Software will perform in all material respects in accordance with the accompanying Documentation under normal use in infrastructure on which Software was first installed. Genetec does not cover, and hereby disclaims, all warranty claims arising out of or relating to: (i) use of Software with hardware or software other that those required in the Documentation; (ii) modifications to Software made by anyone other than by Genetec; or (iii) defects in Software due to improper use. Genetec does not warrant that the functions contained in Software will meet Licensee's requirements, or that Software will be error free or operate without interruptions. If Software does not comply with the warranty above, then, to the maximum extent permitted by law, Genetec shall, at its sole option, and as Licensee's sole remedy under this warranty, either: (i) repair or replace the parts of Software that do not comply with the warranty above; or (ii) refund the price paid for the Software license that does not comply with this warranty.

b. Disclaimer of Other Warranties. Except for the warranties described in section 6.a above, to the maximum extent permitted by law, Genetec makes no representations and provides no warranties with regards to Software, including without limitation with regards to its performance, availability, coverage, uninterrupted availability, security, operation, or those of any software, hardware, services, connections, networks or Third Party Services used or provided in association with Software. Except as expressly stated above, Software and all Documentation are provided "as is" and "as available", without any representations or warranties whatsoever, including, without limitation, warranties of title, non-infringement, merchantability, quality, availability or fitness for a particular purpose.

c. Indemnification by Genetec. Genetec agrees to defend Licensee against, or settle, any demands, claims, causes of action, suits and proceedings ("**Claims**") against Licensee brought by a third party alleging that Software, to the extent used in accordance with Documentation, infringes or misappropriates such third party's intellectual property rights in the territory and during the term specified in the relevant purchase order for such Software, and Genetec agrees to indemnify and hold harmless Licensee from any damages, legal costs and reasonable expenses finally awarded against Licensee, or the amounts payable by Licensee under a settlement, as a result of such Claim against Licensee; provided that Licensee promptly gives Genetec a written notice of such Claim, gives Genetec sole control of the defense, and provides Genetec with reasonable and timely assistance at Genetec's expense. Upon becoming aware of any such Claim, Genetec may, at its option and expense, either: (i) obtain for Licensee the right to continue to use Software; (ii) replace or modify Software so it becomes non infringing; or (iii) if Genetec determines that the resolutions described in items (i) and (ii) are not commercially practicable, then terminate this Agreement and the licenses granted hereunder with prior written notice to Licensee and refund to Licensee the price paid for its Software license; provided that if the Software license was procured on a subscription basis, then Genetec shall solely refund to Licensee any prepaid but not used subscription fees. This section sets out Genetec's entire liability and Licensee's sole remedy with respect to any Claims concerning infringement or misappropriation of third-party intellectual property rights.

d. Indemnification by Licensee. Licensee agrees to defend Genetec against, or settle, any Claims against Genetec brought by a third party and that arises from

(i) Licensee's breach of section 2.c and/or 7.a of this Agreement; and Licensee agrees to indemnify and hold harmless Genetec from any damages, legal costs and reasonable expenses finally awarded against Genetec, or the amounts payable by Genetec under a settlement, as a result of such Claim against Genetec, provided that Genetec promptly gives Licensee a written notice of such Claim, gives Licensee sole control of the defense, and provides Licensee with reasonable and timely assistance at Licensee's expense.

e. Limitation of Liability. To the maximum extent permitted by law, Genetec will not be liable for any damages or other liabilities incurred by Licensee (or any of its users) to the extent arising from use of Software: (i) in violation of any provision of this Agreement; (ii) in a manner not covered in the Documentation or misaligned with Genetec's instructions or the primary purpose of such Software; (iii) in combination with any product, software, service, equipment or infrastructure not designated by Genetec in the applicable Documentation or in the list available at www.genetec.com/sdl as being compatible with Software; (iv) following any alteration or repair of Software made by anyone other than Genetec, unless done with Genetec's prior written approval and in full compliance with Genetec's written directives; (v) during any period not covered by a duly obtained and paid-for license; and/or (vi) in any abnormal working conditions, such as, in high temperatures, high pressure, and the like. In no event shall Genetec be liable to Licensee for any special, exemplary, indirect, incidental, consequential or punitive damages, regardless of the theory of action, even if Genetec has been advised of the possibility of such damages, including, without limitation, lost profits, lost business revenue, lost goodwill, business interruption, other economic loss or any loss of recorded data. Except for Genetec's indemnity obligations hereunder, in no event Genetec's total aggregate liability under this Agreement and in association with Software licensed hereunder shall exceed the amount paid by Licensee for the relevant Software license.

7. General

a. Compliance with Laws. Licensee understand and agree that Licensee's access and use of Software must be in compliance with all applicable laws, rules and regulations, including, without limitation, those pertaining to privacy, intellectual property, export controls and trade sanctions. Licensee is responsible for determining if and how Licensee needs to comply with the applicable laws and if Licensee needs to obtain any permits before Licensee installs, accesses and uses Software.

b. Contact Information. To contact Genetec for matters related to this Agreement, Licensee shall write to Genetec, 2280 Alfred-Nobel Blvd., Montreal, QC, H4S 2A4, Canada, c/o Legal Department, or to legal@genetec.com. If Genetec needs to contact Licensee for matters related to this Agreement, Genetec will use the contact information that Licensee or its authorized reseller will have provided to Genetec as part of Licensee's procurement of its license to Software. Licensee shall promptly advise Genetec of any changes to its contact information. All notices will be deemed delivered on the date shown on the postal receipt or on the confirmation of delivery for courier, facsimile or electronic mail.

c. Force Majeure. Licensee hereby acknowledge that circumstances outside of Genetec's reasonable control (such as, without limitation, internet or power outages, fires, floods, sabotage, large scale outbreaks of computer virus, malware or other malicious code, strikes, riots, wars or the like) may cause delays in its ability to perform services related to our Software. As such, Genetec shall have no liability whatsoever to Licensee for any damages whatsoever resulting from such delays or any incapacity to perform such services in a timely manner.

d. Waiver. Failure by a Party to fully enforce its rights under this Agreement shall not prevent that Party from exercising such right at any time thereafter; nor shall any failure or delay by a Party to enforce any right or privilege under this Agreement be interpreted as a waiver of such right or privilege by that Party.

e. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or otherwise contrary to law, such provision shall be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent permitted by law. Nonetheless, such provision shall continue to apply in full force and effect in all other jurisdictions, as the case may be. Moreover, the remaining provisions of this Agreement shall remain in full force and effect.

f. Assignment. Neither Party may assign or otherwise transfer this Agreement or any of its rights or obligations hereunder to any person or entity (including any licenses granted herein), in whole or in part, without the other Party's prior written consent. Notwithstanding the above, Licensee may assign Licensee's Software license to an Affiliate, upon at least a thirty (30) days' prior written notice to Genetec, as part of a merger, corporate reorganization, or the sale or transfer of all or substantially all of Licensee's assets to such Affiliate, provided that (i) such assignment occurs solely as part of Licensee's assignment and physical transfer of the hardware on which such Software was originally licensed for, installed and used by Licensee prior to such assignment; (ii) such assignment will not result in the Licensee's Software license key being used by the

assignee Affiliate on any different hardware, which would normally require the assignee Affiliate to procure (and pay for) a separate Software license; and (iii) Genetec may, at its sole discretion, require the assignee Affiliate to enter into a separate license agreement with Genetec (on terms substantially similar to those in this Agreement) for the license of Software. In all cases, the assignee Affiliate will be responsible for procuring additional Software licenses and any ancillary services from an authorized reseller of such Affiliates' choosing.

g. Applicable Law and Forum. For the purpose of this section, if the country of incorporation of the Licensee is (i) Canada, then the term "**Governing Laws**" shall mean "the laws of the Province of Ontario, Canada", and the term "**Forum**" shall mean "Ottawa, ON, Canada"; (ii) the United States of America or any country in Latin America or the Caribbean, then the term "**Governing Laws**" shall mean "the laws of the Commonwealth of Massachusetts, USA", and the term "**Forum**" shall mean "Boston, MA, USA"; or (iii) any other country, then the term "**Governing Laws**" shall mean "the laws of England and Wales, UK", and the term "**Forum**" shall mean "London, UK". The Parties hereby agree that the Governing Laws, except for any conflict of laws principles, will apply to interpret this Agreement, as well as to resolve any disputes related to them or any Software provided hereunder. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Each party hereby irrevocably and unconditionally waives the right to a trial by jury. All such disputes must be brought exclusively before the courts based in the Forum. However, the foregoing does not prohibit either Party from seeking injunctive or other equitable relief in any other jurisdiction in case of any violation, breach or infringement of its rights related to intellectual property or confidentiality in such jurisdiction.

h. U.S. Government Users. If Licensee is an entity of the U.S. Government, or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), the Defense Federal Acquisition Regulations (DFARS) or similar regulatory regimes, Licensee acknowledges that Software and any Documentation are "commercial items" in accordance with the applicable regulations.

i. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with regards to the subject matter hereof and supersedes any other prior and contemporaneous communications and agreements.

This Agreement has been last updated on November 5, 2020. The latest version of this Agreement may be found at www.genetec.com/legal/license. We invite you to subscribe to the legal notifications in our Email Subscription Center to, among other things, be notified of any major changes to this document.

Attachment E4

Endava Inc. Additional Terms for Services ("Additional Terms")

These Additional Terms shall apply when Endava provides Services to a Participating Entity under a Participating Addendum subject to the NASPO ValuePoint Master Terms and Conditions between the State of Utah and Insight Public Sector, Inc. effective September 30, 2016 ("Agreement"). These Additional Terms modify or supplement the Agreement as applicable, thus if any provisions of the Additional Terms are inconsistent with any provision of the Agreement, the Additional Terms shall prevail.

1. Indemnification: Endava's obligations under Section 13 of the Agreement with respect to indemnification shall be entirely subject to the limitations of liability under Section 43 of the Agreement notwithstanding anything contained therein to the contrary.

2. Non-Solicitation: No Participating Entity shall either directly or indirectly, knowingly recruit, solicit, hire or otherwise engage in any manner, any other Participating Entity's personnel with whom they come into contact as a result of the relationship created by any Participating Addendum, for the term of the Agreement and for a period of six months after the expiry or termination of the Agreement. In recognition of the value of each Participating Entity's personnel and the inconvenience which would be caused to a Participating Party by a breach of this paragraph 2, the non-breaching Participating Entity shall be entitled to, as applicable, either (i) an amount equal to 120 days at the current Fee Rates for the relevant personnel or (ii) an amount equal to 3 months' salary for the relevant personnel. The foregoing amount represents a fair and genuine estimate of the likely losses a Participating Entity would suffer as a result of a breach of this paragraph 2.

3. Intellectual Property: Immediately and automatically upon full payment of the related charges due for a deliverable created in the course of the Services provided by Endava, the intellectual property rights in such Deliverable shall vest in the Participating State and shall remain the exclusive and absolute property of the Participating State.

Customer Terms of Use

These Terms of Use ("**TOU**"), which govern Customer's access to and use of the Moove Offerings, are mandatory pass-through terms required by Moove to be included in each Customer Agreement pursuant to which Reseller is reselling the Moove Offerings to Customer. These TOU are deemed incorporated by reference into the Customer Agreement to which these TOU are attached.

1. DEFINITIONS

"**Customer**" means the entity that has contracted with Reseller to purchase the right to access and be provided Moove Offerings, subject to the conditions of these TOU.

"**Customer Agreement**" means the written agreement between Reseller and Customer into which these TOU are incorporated.

"**Customer Data**" means all data, datasets, and other information provided to Moove by or on behalf of Customer (including by Reseller on behalf of Customer) in connection with Moove's Services hereunder.

"**Documentation**" means user manuals, handbooks, and installation guides relating to the Moove Offerings or Moove Technology provided in writing by Moove.

"**Insights**" means any outputs, analyses, results, conclusions, reports, or insights that (a) are based upon either the Moove Data alone or the Moove Data in combination with Customer Data (as defined below) and (b) do not themselves include any Moove Data or Moove Confidential Information.

"**IPR**" means any and all intellectual property and proprietary rights throughout the world, including all copyrights, trademarks, service marks, trade secrets, patents (and patent applications), moral rights, rights in data and databases, contract rights, and any other legal rights protecting data or information.

"**Moove Data**" means the real-time digital transportation information, data, and datasets collected, licensed, or received by Moove.

"**Moove Offerings**" means, collectively, the Insights and Services.

"**Order**" means the ordering document for the Moove Offerings to be provided under the Customer Agreement (which incorporates these TOU by reference), including any addenda, supplements, or additional product specific terms for the Moove Offerings as required by Moove.

"**Reseller**" means Environmental Systems Research Institute, Inc., the entity that has contracted directly with Moove to resell the Moove Offerings to its customers and the entity that has contracted directly with Customer for the sale of the Moove Offerings.

"**Reseller Platform**" means Reseller's hosted software platform.

"**Services**" means Moove's data analytic and other professional services.

2. GRANT OF RIGHTS

2.1 Insights. If an Order provides for access to Insights on the Reseller Platform, then, subject to the terms of the Customer Agreement, during the term of the Order, Moove will provide Customer a limited, non-exclusive, non-transferrable, non-sublicensable right to access the Insights specified in the Order solely through the Reseller Platform solely for the for the purpose set forth in the Order. If no purpose is set forth in the applicable Order, Customer may access and use the Insights provided through the Reseller Platform solely for Customer's internal business purposes.

2.2 Services. Moove will use commercially reasonable efforts to provide the Services set forth in each Order. If the Services involve Moove deriving Insights based on Customer Data in combination with Moove Data, Customer shall own such Insights as set forth in Section 4.3 below.

2.3 Third Party Services. Customer will be responsible for obtaining and maintaining, at its expense, access to the Reseller Platform and all other the necessary computer hardware, software, services, modems, connections to the internet and other items operated or provided by third parties ("**Third Party Services**") as required for Customer's access and use of the Moove Offerings. Moove is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Moove does not make any representations or warranties with respect to Third Party Services or any third party providers.

3. RESTRICTIONS. As an express condition to the rights granted to Customer under these TOU, Customer will not and will not permit any employee, contractor, or other third party to: (1) use or access any Moove Technology (as defined below) or any portion thereof, except as expressly provided in this Agreement; (2) modify, adapt, alter, revise, translate, or create derivatives (including derivative works); (3) sublicense, distribute, sell, convey, assign, pledge, or otherwise transfer or in any way encumber any Moove Technology or any portion thereof; (4) use any Moove Technology for the benefit of any third party or make any Moove Technology available to any third party; (5) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, design, or method of operation for any Moove Technology; (6) circumvent or overcome (or attempt to circumvent or overcome) any technological protection measures intended to restrict access to any portion of the Moove Technology; (7) access or utilize any Moove Technology for any purpose that is illegal in any way or that advocates illegal activity; (8) interfere in any manner with the operation or hosting of any Moove Technology or attempt to gain unauthorized access to any Moove Technology; (9) alter, obscure or remove any copyright notice, copyright management information or proprietary legend contained in or on any Moove Technology; (10) download, capture, extract, or otherwise remove any Insights from the Reseller Platform, unless specifically authorized in writing by Moove; (11) combine, merge, link, or layer any Insights with any other datasets, whether or not provided by Moove, unless specifically authorized in writing by Moove; (12) re-identify or attempt to re-identify any individual person, vehicle, or device; or (13) use any Insights for any of the following purposes: (a) surveillance or tracking to identify (or attempt to identify), observe, or monitor a unique individual or unique vehicle; (b) military, defense, or law enforcement; (c) any purpose that undermines the safety, privacy, or security of vehicles or individuals; (d) politics; or (e) discrimination against any individual or group. All use of the Moove Offerings will be solely in accordance with this Agreement and any applicable Documentation.

4. OWNERSHIP AND RIGHTS.

4.1 Moove Technology. As between the parties, Moove owns and will continue to retain all right, title, and interest in and to (a) the Moove Data, any Insights derived from Moove Data, and the Documentation, (b) all software, hardware, and other technology used in the implementation, testing, maintenance, support, hosting, or operation of the foregoing, (c) any Improvements (as defined below) to the foregoing, and (d) all IPR (as defined below) in or relating to each of the foregoing (collectively, the "**Moove Technology**"). If Customer authors, creates, makes, invents, conceives, or otherwise develops any updates, upgrades, new versions, enhancements, translations, modifications, derivatives, or improvements (collectively, "**Improvements**") arising from or relating to any Moove Technology, whether alone or jointly with Moove or any third party, the Improvements and all IPR in or relating to the Improvements shall be solely owned by Moove under the terms of this Agreement.

4.2 Customer Data. From time to time Customer may provide Moove certain Customer Data for Moove's use in performing the Services. As between the parties, Customer owns and will continue to retain all right, title, and interest in and to all Customer Data. Customer shall not provide any data, datasets, or other information to Moove that includes any personal data or personal information (as such terms are defined under data protection laws). Moove is under no obligation to review any Customer Data, but Moove has the right to review any Customer Data and take appropriate action, including removal or modification of Customer Data, if deemed necessary by Moove to prevent any damage, injury, or harm to Moove, the Moove Technology, any Moove customer, or any third party. Moove will not be

responsible or liable for any deletion, destruction, or loss of any Customer Data and Customer is solely responsible for creating and maintaining adequate backups of all Customer Data as deemed reasonable by Customer. Customer acknowledges that certain Customer Data may be available from other sources, and nothing in this Agreement shall limit Moove's rights as to data or information obtained from any source other than Customer. Customer grants to Moove a nonexclusive, royalty-free, fully paid, worldwide license to utilize all Customer Data as necessary for the purpose of performing Moove's obligations under this Agreement.

4.3 Customer Insights. As between Customer and Moove, Customer owns all Insights created by Moove during performance of the Services under these TOU, provided that Customer receives no ownership interest in or to any of Moove's Technology and no rights or licenses are granted to Customer to access or use any of Moove's Technology, except for the rights expressly granted to Customer under these TOU, regardless of whether the Moove Technology, or any portions thereof, is used in or in connection with any Insights. Customer is solely responsible for the development, use, upkeep and maintenance of its Insights. Customer further acknowledges that other Moove customers may have similar access to the Moove Technology and may, without access to Customer Data, be able to independently create derivatives substantially similar to Customer's Insights.

4.4 License to Use Feedback. Customer grants Moove a worldwide, perpetual, irrevocable, royalty-free, license to use and incorporate into its services any suggestions, enhancement, requests, recommendations, correction, or other feedback provided by Customer relating to the Moove Offerings.

4.5 Additional Actions. Each party agrees to, and hereby does, make such assignments to the other party as are required to provide the other party with the ownership rights set forth in this Section. At the other party's request and expense, each party will execute and deliver such instruments and take such other action as may be reasonably requested by the other party to perfect or protect the other party's rights in any IPR.

4.6 No Other Rights. Nothing in these TOU is intended to grant or create any right or license to either party with respect to any IPR owned, licensed, or controlled by the other party, except as expressly specified herein.

5. TERM AND TERMINATION

5.1 Termination of the Moove Offerings. Customer's use of the Moove Offerings may be immediately terminated and/or suspended, at Moove's option, upon notice due to: (a) a breach of the terms of these TOU, the Documentation or Orders by Customer; or (b) a breach by Reseller of its payment obligations to Moove with respect to the Moove Offerings it is reselling to Customer in connection with these TOU.

5.2 Termination of the Customer Agreement. Following any termination or expiration of Reseller's agreement with Moove authorizing Reseller to resell the Moove Offerings, each Order in effect at the time of such termination or expiration ("**Legacy Order**") shall remain in effect until the end of its term, and shall continue to be governed by these TOU, provided that Customer is not in breach of these TOU and Moove has received all payments due in connection with such Legacy Orders. Except as provided herein, following a termination or expiration of Reseller's agreement with Moove, Moove is under no obligation to provide the Moove Offerings directly to Customer, or to assume a direct contractual relationship with Customer.

5.3 No Refunds upon Termination. In no case will any termination, expiration, or suspension of the Moove Offerings, these TOU, or Reseller's agreement with Moove give rise to any liability of Moove to Customer for refunds or damages.

6. WARRANTY DISCLAIMER. AS BETWEEN MOOVE AND CUSTOMER, MOOVE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND

SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. ALL MOOVE OFFERINGS ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. INDEMNIFICATION. Customer will defend Moove against any claim, demand, suit or proceeding made or brought against Moove by a third party alleging that any Customer Data infringes or misappropriates such third party's IPR, or arising from Customer's use of the Moove Offerings in breach of these TOU, the Documentation, an Order, or applicable law (each a "**Claim Against Moove**"), and will indemnify Moove for any damages, attorney fees and costs finally awarded against Moove as a result of, or for any amounts paid by Moove under a settlement approved by Moove in writing of, a Claim Against Moove; provided that Moove: (a) promptly gives Customer written notice of the Claim Against Moove, (b) gives Customer sole control of the defense and settlement of the Claim Against Moove (provided that Customer may not settle or defend any Claim Against Moove unless it unconditionally releases Moove of all liability), and (c) provides to Customer all reasonable assistance, at Customer's expense.

8. NO LIABILITY. IN NO EVENT SHALL MOOVE HAVE ANY LIABILITY TO CUSTOMER FOR ANY DAMAGES RELATED TO CUSTOMER'S PURCHASE OR USE OF THE MOOVE OFFERINGS PURSUANT TO THESE TERMS OF USE, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

9.1 Waiver. No failure or delay by Moove in exercising any right under these TOU will constitute a waiver of that right.

9.2 Severability. If any provision of these TOU is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these TOU will remain in effect.

9.3 Further Contact. Moove may contact Customer regarding new Moove services and offerings.

9.4 Third Party Beneficiary. These TOU are between Customer and Reseller; Moove is not a party to these TOU, however Moove is a third party beneficiary to the agreement between Customer and Reseller solely as it relates to these TOU.

9.5 Order of Precedence. With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these TOU and any other terms or conditions in the Customer Agreement or Order, these TOU shall prevail.

9.6 Titles and Headings. Titles and headings of sections of this TOU are for convenience only and shall not affect the construction of any provision of this TOU.

Attachment E5

getBridge, LLC Additional Terms for Services ("Additional Terms")

These Additional Terms shall apply when getBridge provides Services to a Participating Entity under a Participating Addendum subject to the NASPO ValuePoint Master Terms and Conditions between the State of Utah and Insight Public Sector, Inc. effective September 30, 2016 ("Agreement") . These Additional Terms modify or supplement the Agreement as applicable, thus if any provisions of the Additional Terms are inconsistent with any provision of the Agreement, the Additional Terms shall prevail.

Bridge Terms and Conditions

These terms and conditions apply to the provision of the products or services by getBridge, LLC ("**Bridge**") to the entity identified in the Order Form ("**Customer**"). An "**Order Form**" means any order for the provision of products or services signed by Customer. These terms are incorporated into the Order Form and together, form the "**Agreement**." Bridge and Customer are referred to in this Agreement each as a "**party**" and together as the "**parties**."

1. **Service**. Subject to the terms of this Agreement, Bridge will provide to Customer proprietary software as a service offering(s) made available through a URL in a hosted environment (together with any other products and services identified in the Order Form, the "**Service**"). All rights in and to the Service not expressly granted to Customer in this Agreement are reserved by Bridge. Bridge shall: (a) deploy all updates and upgrades to the Service to Customer that Bridge provides to its customers generally for no additional charge; and (b) provide support ("**Support**") pursuant to the terms described on the Order Form. For purposes of this Agreement, "**User**" means an individual who is authorized by the Customer to use the Service and for whom Customer has purchased a subscription.

2. **Customer Restrictions.** Customer shall not (and shall not permit Users to): (a) sell, resell, rent, lease, lend, sublicense, distribute, assign, timeshare, or otherwise transfer or provide access to the Service to any third party except as expressly authorized under this Agreement; (b) use or access the Service for competitive purposes; (c) copy, modify, adapt, or create derivative works from any feature, function, interface, or graphic in the Service; (d) remove or modify Bridge's policies or proprietary markings displayed within the Service; (e) use, interfere with, disrupt or circumvent the integrity, security or performance of the Service, including by probing, scanning, or testing any Bridge system or network or its security or authentication measures; (f) store or transmit any malicious code; (g) permit direct or indirect access to or use of any Service or Customer Content (as defined below) in a way that circumvents a contractual usage limit; (h) attempt to gain unauthorized access to the Service, its related systems or networks or Third-Party Services (as defined below); (i) use the Service or any Third-Party Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; or (j) use the Service to distribute software or tools that gather information, distribute advertisements, or engage in conduct that may result in retaliation against Bridge or its data, systems, or networks. Use and access to the Application Program Interface ("**API**") will be subject to the Bridge API Policy available at https://www.getbridge.com/bridge-terms-of-use/.

3. **Customer Responsibilities**. Customer shall have sole responsibility for Customer Content and use of the Service by Users in compliance with this Agreement and the Acceptable Use Policy provided within the Service and available at https://www.getbridge.com/bridge-terms-of-use/ (the "**AUP**"). Customer agrees to reasonably assist Bridge in connection with a User's adherence to the AUP. Customer further agrees to: (a) maintain the confidentiality and security of passwords and abide by any access protocols or credential requirements set by Bridge; (b) obtain from Users any consents necessary under this Agreement or to allow Bridge to provide the Service; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Service; (d) notify Bridge promptly of any such unauthorized access or use of which it learns; (e) cooperate reasonably in all respects with respect to implementation, access, support, and maintenance of the Service; and (f) ensure that a current email address is associated with each User's account. (g). Customer shall notify Bridge of any increase in the number of Employees or Users (as applicable) greater than the applicable Quantity specified above and Bridge may monitor Customer's use. Upon receipt of Bridge 's invoice for excess use, Customer shall pay additional fees on a proportionate basis for the excess use in minimum blocks of 10% of the applicable Quantity, for prior use and for future use for the remainder of the Order Form Term.

4. **Representations.** Each party represents that (a) it has the power and authority to validly enter into this Agreement, (b) this Agreement has been duly and validly authorized, executed and delivered by such party, (c) the execution and delivery of this Agreement does not violate or conflict with any other agreement, license, or obligation of such party, (d) it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from or on behalf of any employees or agents of the other party in connection with this Agreement, and (e) it is financially solvent and has the ability to perform its obligations hereunder.

5. **Bridge Warranties**. Bridge warrants that: (a) it shall implement reasonable administrative, technical, and physical safeguards in an effort to secure its facilities and systems from unauthorized access and to secure the Customer Content; (b) the functionality or features of the Service and Support may change but will not materially degrade during the Term; (c) the Service will materially conform to its then-current documentation. As Customer's sole and exclusive remedy for Bridge's breach of the warranties set forth in this Section 5: (i) Bridge shall correct the non-conforming Service at no additional charge to Customer; or (ii) in the event Bridge is unable to correct such deficiencies after good-faith efforts, Bridge shall refund Customer amounts paid that are attributable to the defective Service from the date Bridge received such notice. Customer must report deficiencies in writing to Bridge within thirty (30) days of their identification in order to receive any warranty remedies herein. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5 AND TO THE MAXIMUM

EXTENT OF THE LAW, BRIDGE AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, BRIDGE DOES NOT WARRANT THE RESULTS OR OUTCOMES FROM USE OF THE SERVICE OR THAT THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT THE FOREGOING DISCLAIMER IS EXPRESSLY PROHIBITED BY LAW, ANY AVAILABLE WARRANTY SHALL BE LIMITED TO THIRTY (30) DAYS AND TO THE SERVICE REMEDIES PROVIDED BY BRIDGE IN THIS SECTION 5.

6. **Fees**. As consideration for the subscription to the Service, Customer shall pay all fees set forth in an Order Form ("**Fees**") annually in advance, thirty (30) days after receipt of an invoice or as otherwise agreed to in the Order Form. If Customer requires a purchase order (P.O.), it shall be provided when the Order Form or SOW is signed. In no event shall Customer's failure or delay in providing a P.O. alter its payment obligations under the relevant Order Form or SOW. All Fees owed by Customer are exclusive of, and Customer shall pay all applicable sales, use, VAT, excise, withholding, and other taxes that may be levied in connection with this Agreement. Bridge reserves the right (in addition to any other rights or remedies Bridge may have) to discontinue the Service and to suspend all Users' and Customer's access to the Service if any Fees are overdue until such amounts are paid in full. Customer agrees to pay Bridge's expenses, including reasonable attorneys and collection fees, incurred in collecting amounts not subject to a good faith dispute. Except as expressly set forth in this Agreement, all Fees are non-refundable.

7. **Service Standard**. Bridge will use commercially reasonable efforts to make each Service available with an annual uptime percentage of at least 99.9% ("**Service Commitment**").

8. **Compliance**. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement, including with respect to personally identifiable information from records that are subject to applicable privacy laws, including, but not limited to, the Family Educational Rights and Privacy Act, as amended, and the California Consumer Privacy Act ("**Personal Information**"). Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (a) is located in a country that is subject to a U.S. government embargo; or (b) is listed on any U.S. government list of prohibited or restricted parties.

9. **Prohibited Information.** "Prohibited Information" means credit or debit card numbers, passwords, protected health information as defined in HIPAA (45 C.F.R. § 160.103), and information relating to a customer or consumer of a financial institution under GLBA (15 U.S.C. §§ 6801–6809). Customer's use of the Subscription Services does not require the entry or collection of Prohibited Information. Customer agrees not to use the Subscription Services to collect or manage Prohibited Information. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BRIDGE DISCLAIMS ANY AND ALL LIABILITY THAT MAY ARISE FROM CUSTOMER'S USE OF THE SUBSCRIPTION SERVICES TO COLLECT OR MANAGE PROHIBITED INFORMATION.

10. **Customer Content.** As between Bridge and Customer, any and all information, data, results, plans, sketches, text, files, links, images, photos, videos, audio files, notes, or other materials uploaded by a User through the Service ("**Customer Content**") remain the sole property of Customer. Bridge may use the Customer Content solely to provide and improve the Service in accordance with this Agreement or Customer's instructions.

11. **Data Use.** Customer agrees that data derived from Bridge's provision of the Service or Customer's use of the Service ("**Usage Data**") may be used by Bridge for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. Such Usage Data will only be used in its aggregated or anonymized form and such results may be used by Bridge for any lawful purpose not otherwise excluded by this Agreement. As between the parties, Bridge owns the Usage Data. Notwithstanding anything contained in this Agreement to the contrary, Usage Data does not include Customer Content or any information that identifies or can be reasonably used to identify an individual person or Customer.

12. **Third-Party Services.** Customer may access third-party services, content or links through the use of the Service (collectively "**Third-Party Services**"). Bridge does not control Third-Party Services or make any representations or warranties with respect to Third-Party Services. In addition, Bridge is not responsible for Third-Party Services.

13. **Limitation of Liability**.

a. EACH PARTY AND ITS SUPPLIERS SHALL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE USE OR INABILITY TO USE THE SERVICE (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY, LOSS OR INACCURACY OF DATA, RECORDS OR INFORMATION, COST(S) OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, AND ANY FAILURE OF DELIVERY OF THE SERVICE), EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE LIKELIHOOD OF SUCH DAMAGES.

b. EXCEPT FOR ANY DAMAGES RESULTING FROM THE GROSS NEGLIGENCE, FRAUD OR THE WILLFUL MISCONDUCT OF A PARTY, THE DEATH, BODILY INJURY OF ANY PERSON CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF A PARTY, PAYMENT OBLIGATIONS, OR INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 13(c) (IN RESPECT OF WHICH BRIDGE'S AGGREGATE LIABILITY SHALL BE AT THE LIMIT SPECIFIED AT THE END OF THIS SECTION), EACH PARTY'S CUMULATIVE MAXIMUM LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN

CONTRACT, TORT OR OTHERWISE) SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER UNDER THIS AGREEMENT WITHIN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY.

c. BRIDGE'S TOTAL AGGREGATE LIABILITY UNDER OR IN RESPECT OF ANY INDEMNITY OBLIGATION UNDER THIS AGREEMENT SHALL BE LIMITED TO $500,000.

15. Confidentiality. Each party acknowledges that it or any entity that directly, or indirectly through one or more intermediaries' controls, is controlled by or is under common control with such party (an "**Affiliate**") may disclose (in such capacity the "**Disclosing Party**") Confidential Information to the other party or its Affiliates (in such capacity, the "**Receiving Party**") in the performance of this Agreement. Accordingly, the Receiving Party shall: (a) keep the Confidential Information disclosed by the other party confidential; (b) use Confidential Information only for purposes of fulfilling its obligations and exercising its rights hereunder; and (c) disclose such Confidential Information only to the Receiving Party's employees or Affiliates who have a need to know and only for the purposes of fulfilling this Agreement or to the extent required by law. As used herein, "**Confidential Information**" means any and all non-public, confidential and proprietary information, data, or know-how, including all Personal Information and information about the Disclosing Party's businesses, operations, finances, properties, employees, relationships with third parties, plans, trade secrets, and other intellectual property and all analyses, compilations, forecasts, studies, summaries, notes, reports, memoranda, interpretations, data, and other materials which contain or are generated from the Confidential Information, whether disclosed in writing, orally, electronically, or by other means, and whether or not identified as confidential. . For the avoidance of doubt, any non-public aspect of the Service will be considered the Confidential Information of Bridge. Confidential Information shall not include information that: (i) is or becomes a matter of public knowledge through no fault of the Receiving Party; (ii) is rightfully received by the Receiving Party by a third party without a duty of confidentiality; (iii) is independently developed by the Receiving Party without the use of any Confidential Information of the Disclosing Party; or (iv) is identified by the Disclosing Party in writing as no longer confidential and proprietary. Notwithstanding the restrictions above, the Receiving Party may disclose the Confidential Information pursuant to law, regulation, subpoena or court orders, provided that the Receiving Party promptly notifies the Disclosing Party in writing prior to making any such disclosure to permit the Disclosing Party an opportunity to prevent disclosure or seek an appropriate remedy from the proper authority. The Receiving Party agrees to cooperate with the Disclosing Party in seeking such order or other remedy. The Receiving Party further agrees that if the Disclosing Party is not successful in precluding the requesting legal body from requiring the disclosure of the Confidential Information, it will furnish only that portion of the Confidential Information which is legally required (based on the advice of counsel) and will exercise all reasonable efforts to obtain reliable assurances that confidential treatment will be afforded the Confidential Information. Further, any information obtained by monitoring, reviewing, or recording is subject to review by law enforcement organizations in connection with investigation or prosecution of possible criminal or unlawful activity on the Service as well as to disclosures required by or under applicable law or related government agency actions. Bridge will also comply with all court orders or subpoenas involving requests for such information.

16. Proprietary Rights. As between Customer and Bridge, the Bridge Intellectual Property is, and shall at all times remain the sole and exclusive property of Bridge. Bridge shall have the right, in its sole discretion, to modify the Bridge Intellectual Property. "**Bridge Intellectual Property**" means: (a) the Service; (b) all improvements, changes, enhancements, and components thereof; (c) all other proprietary materials of Bridge and/or its licensors; and (d) all other intellectual property owned by Bridge including, but not limited to, all copyrights, patents, trademarks and trade names, trade secrets, specifications, methodologies, documentation, algorithms, criteria, designs, report formats, and know-how, as well as any underlying source code and object code related thereto.

17. Term and Termination. The term of this Agreement is specified in the Order Form ("**Term**") and shall continue for its full duration unless earlier terminated by a party in accordance with this Section 17. In addition to any other rights and remedies that may be available, either party may terminate this Agreement for a material breach of any provision of this Agreement by the other party if such material breach remains uncured for thirty (30) days after receipt of written notice of such breach from the non-breaching party. In the event the Agreement is terminated, all Order Forms are simultaneously terminated. Upon expiration or termination of this Agreement: (a) Customer shall immediately cease using the Service; and (b) in connection with certain aspects of the Service that feature an export function Customer may export the Customer Content by using the export feature within the Service for a period of three (3) months from termination, after which Bridge shall have no obligation to maintain or provide any Customer Content.

18. Suspension of Service. Bridge may suspend a User's access to the Service for a violation of Section 3 of this Agreement, any applicable law, or third-party rights to the extent and for the duration necessary to address any such violation. Bridge will use commercially reasonable efforts to provide notice to Customer in advance of any suspension unless such violation may cause direct harm to the Service or may result in liability to Bridge. Customer agrees that Bridge will not be liable to Customer or a User if Bridge exercises its suspension rights as permitted by this Section 18.

19. Indemnification.

a. Bridge will indemnify and defend Customer from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging that the Service infringes or misappropriates the intellectual property rights of that third party. Notwithstanding the foregoing, Bridge shall not be obligated to indemnify Customer if such infringement or misappropriation claim arises from: (a) the Customer Content; (b) Customer's or User's misuse of the Service; or (c) Customer's or User's use of the Service in combination with any products, services, or technology not provided by Bridge. If a claim of infringement or misappropriation is made, Bridge may, in its sole discretion: (i) modify the Service so that it becomes non-infringing; (ii) obtain a license permitting continued use of the Service; or (iii) terminate the Agreement with no liability to Customer, other than Bridge's obligation to indemnify hereunder,

and return the unused portion of any prepaid Fees. Customer will indemnify and defend Bridge from and against any and all losses, liabilities, and claims (including reasonable attorneys' fees) arising out of any claim by a third party alleging: (z) the Customer Content infringes or misappropriates the intellectual property rights of that third party; or (y) use of the Service by Customer or any User in violation of this Agreement or the AUP.

b. The party seeking indemnification (the "**Indemnified Party**") shall provide the other party (the "**Indemnifying Party**") with prompt written notice upon becoming aware of any claim subject to indemnification hereunder and shall provide reasonable cooperation to the Indemnifying Party in the defense or investigation of any claim, suit or proceeding. The Indemnifying Party, at its option, will have sole control of such defense, provided that the Indemnified Party is entitled to participate in its own defense at its sole expense. The Indemnifying Party shall not enter into any settlement or compromise of any such claim, suit, or proceeding without the Indemnified Party's prior written consent, except that the Indemnifying Party may without such consent enter into any settlement of a claim that resolves the claim without liability to the Indemnified Party and without impairment to any of the Indemnified Party's rights or requiring the Indemnified Party to make any admission of liability.

20. **General Notice**. Any legal notice by a party under this Agreement shall be in writing and either personally delivered, delivered by email or reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested, addressed to the other party at the address specified in the Order Form or such other address of which either party may from time to time notify the other in accordance with this Section 18. A copy of all notices to Bridge shall be sent to: Bridge, Inc, 434 Fayetteville Street, 9th Floor, Raleigh, NC 27601, Attention: General Counsel and, if by email, to internallegal@ltgplc.com. For purposes of service messages and notices about the Service, Bridge may place a banner notice or send an email to the current email address associated with an account and all notices shall be in English and deemed effective upon receipt.

21. **Force Majeure.** If Bridge is unable to perform its obligations under this Agreement due to circumstances beyond its reasonable control, including, but not limited to, acts of God, earthquakes, hacker attacks, actions or decrees of governmental bodies, changes in applicable laws, or communication or power failures, such obligations will be suspended so long as those circumstances persist

22. **Governing Law.** This Agreement shall be interpreted, governed, and construed by the laws of the State of Delaware without regard to principles of conflict of laws. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. **Independent Contractors.** The parties are independent contractors and not agents or partners of, or joint venturers with, the other party for any purpose. Neither party shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party

24. **Amendment; Entire Agreement.** If any term of this Agreement is invalid or unenforceable, the other terms remain in effect and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law. Amendments to this Agreement must be made in writing and signed by both parties. The Parties agree that: (a) this Agreement constitutes the entire agreement between the parties with respect to the subject matter thereof, and any prior representations, statements, and agreements relating thereto are superseded by the terms of this Agreement; and (b) Customer may use purchase orders or similar documents only as proof of acceptance of each Order Form and for convenience only, and all terms and conditions (preprinted or otherwise and regardless of how referenced) shall be void and of no effect.

25. **Assignment.** Any attempt by Customer to assign this Agreement, in whole or part, to any entity, without Bridge's prior written consent shall be void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.

26. **Non-Waiver, Invalidity.** Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

27. **Consent to use Customer Name.** Customer agrees to allow Bridge to use its name, logo, and non-competitive use details in both text and pictures in its various marketing communications and materials, in accordance with Customer's trademark guidelines and policies.

28. **Survival.** Any terms that by their nature survive termination or expiration of this Agreement will survive. (c) Amendment; Entire Agreement; Precedence. No modification of, amendment or addition to this Agreement is valid or binding unless set forth in writing and executed by authorized representatives of Bridge and Customer. This Agreement, including each relevant Order Form, SOW, and documents attached (t)hereto or incorporated herein by reference, constitutes the complete and exclusive statement of the parties' agreement as to the subject matter hereof and supersedes all proposals, requirements documents, discussions, presentations, responses to questions, or prior agreements, commitments or promises, oral, electronic or written, between the parties or provided by one party to another, relating to the subject matter hereof. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on and shall have no remedy or right of action with respect to any statement, undertaking, promise, assurance, warranty, understanding or any representation or misrepresentation (whether contractual or non-contractual and whether negligently or innocently made) relating to the subject matter of this agreement and other than as expressly set out in this agreement as a warranty, in writing or not and made by or to

any person. Nothing in this clause shall, however, operate to limit or exclude any liability for fraud. Each Order Form and SOW is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Order Form or SOW and the terms of this Agreement, the Order Form or SOW shall govern. Bridge objects to and rejects any additional or different terms proposed by Customer, including those contained in Customer's purchase order, acceptance, vendor portal or website. Neither Bridge's acceptance of Customer's purchase order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication, or act of Customer shall be deemed acceptance thereof or a waiver of any of the terms hereof. The party's obligations hereunder are neither contingent on the delivery of any future functionality or features of the Subscription Services nor dependent on any oral or written public comments made by Bridge regarding future functionality or features of the Subscription Services. No right or cause of action for any third party is created by this Agreement or any transaction under it.

29. **Actions Permitted.** Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to the Agreement may be brought by either party more than one year after the cause of action has accrued.

EXHIBIT A

Technical and Organizational Security Measures

Bridge will only use Customer Data for the purposes of fulfilling its obligations under the Agreement. Bridge will maintain and enforce physical and logical security procedures with respect to its access and maintenance of Customer Data contained on Bridge servers.

Bridge will use reasonable measures to secure and defend its location and equipment against "hackers" and others who may seek to modify or access the Bridge servers or the information found therein without authorization. Bridge will test its systems for potential security vulnerabilities at least annually.

Bridge has a written information security program ("Information Security Program") that includes administrative, technical, and physical safeguards that protect against any reasonably anticipated threats or hazards to the confidentiality of the Customer Data, and protect against unauthorized access, use, disclosure, alteration, or destruction of the Customer Data. In particular, the Bridge's Information Security Program shall include, but not be limited, to the following safeguards where appropriate or necessary to ensure the protection of Confidential Information and Personal Data:

Access Controls – policies, procedures, and physical and technical controls: (i) to limit physical access to its information systems and the facility or facilities in which they are housed to properly authorized persons and (ii) to authenticate and permit access only to authorized individuals.

Security Incident Procedures – policies and procedures to detect, respond to, and otherwise address security incidents, including procedures to monitor systems and to detect actual and attempted attacks on or intrusions into Customer Data or information systems relating thereto, and procedures to identify and respond to validated security incidents, mitigate harmful effects of security incidents, and document security incidents and their outcomes.

Contingency Planning – policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, and natural disaster) that damages Customer Data or systems that contain Customer Data, including a data backup plan and a disaster recovery plan.

Device and Media Controls – policies and procedures that govern the receipt and removal of hardware and electronic media that contain Customer Data into and out of a Bridge data center, and the movement of these items within a Bridge data center, including policies and procedures to address the final disposition Customer Data.

Audit controls – hardware, software, and/or procedural mechanisms that record activity in information systems that contain or use Customer Data.

Data Integrity – policies and procedures to guard against the unauthorized disclosure, improper alteration, or unauthorized destruction of Customer Data.

Transmission Security – encryption of electronic information while in transit to guard against unauthorized access to Customer Data that is being transmitted over public communications network.

Secure Disposal – policies and procedures regarding the disposal of Customer Data, taking into account available technology that can be used to sanitize storage media such that stored data cannot be practicably read or reconstructed.

Testing – Bridge shall regularly test the key controls, systems and procedures of its Information Security Program to verify that they are properly implemented and effective in addressing the threats and risks identified. Tests will be conducted or reviewed in accordance with recognized industry standards (e.g. ISO27001 or SSAE18 and their successor audit standards, or similar industry recognized security audit standards).

Adjust the Program – Bridge shall monitor, evaluate, and adjust, as it deems necessary, the Information Security Program in light of any relevant changes in technology or industry security standards, the sensitivity of Customer Data, and internal or external threats to Bridge or the Customer Data.

Security Training – Bridge shall provide annual security awareness and data privacy training for its employees that will have access to Customer Data.

Confidentiality - Bridge shall require that all Bridge employees who are granted access to Customer Data undergo appropriate screening, where lawfully permitted, and enter into a confidentiality agreement prior to being granted such access.

REVTECH

TERMS AND CONDITIONS FOR REV, LLC PRODUCTS AND SERVICES

MASTER SOFTWARE AS A SERVICES, SOFTWARE LICENSE, MAINTENANCE & PROFESSIONAL SERVICES AGREEMENT

This Agreement ("Agreement") describes the terms and conditions that will apply to REV, LLC'S ("Licensor" or "REV") products and services. This Agreement consists of specific terms and conditions relating to Software as a Service usage, Software Licenses, Professional Services and Training (the "REV Services") and the purchase and/or use of the same by third party customers.

General Terms & Conditions:

Definitions.

"**Affiliate**" or "**Affiliates**" means any entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a Party to this Agreement, and the term "control" means the ownership of more than fifty percent (50%) of the voting equity in a company or the right to appoint in such company the majority of the members of the board of directors or managers.

"**Authorized User**" means individuals authorized by a Customer to access the REV Services or the Service on Customer's behalf.

"**Confidential Information**" means information Licensor owns and treats as confidential and includes all non-public information relating in any way to Licensor's proprietary systems and services and to Licensor's Intellectual Property Rights.

"**Customer**" means any individual or entity that purchases and/or uses the REV Services pursuant to the terms of this Agreement.

"**Customer Data"** means the electronic data or information submitted to the Service by Customers.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the operation or functionality of the Service.

"Documentation" means Licensor's user guide for the Service, which may be updated by Licensor from time to time, any other user manuals, handbooks, and installation guides relating to software provided by Licensor, whether electronically or in hard copy form, and any and all other documents related to or associated with the Service or the REV Services.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release

notes, upgrades and changes to the Service and Documentation, as developed by Licensor and made generally available for use without a separate charge to Customers.

"**Service**" means Licensor's proprietary systems and associated services, including without limitation its proprietary NavApp system.

"**Work Product**" means all inventions, innovations, developments, designs, improvements, and other creations, whether or not patentable or copyrightable, and all ideas, data, information, reports, and other creative works and deliverables, and all Licensor Intellectual Property Rights in the foregoing, made or conceived by REV and/or its Affiliates in whole or in part or in conjunction with the Customer while providing the REV Services or otherwise engaged by the Client, that relate in any manner whatsoever to the Client, the Services provided hereunder or any other research or development effort in which the Client has engaged in prior to or during this Agreement.

"**Deliverables**" means, collectively, the Service and Documentation.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Platform" means the technology, services, third party and developed software, and customizations associated with the "Services" platform.

"SaaS" is synonymous and used interchangeably with "Platform" but denotes when "Platform" is provided as a cloud service and not within the Client's IT environment.

1. Proprietary Rights.

1.1 Ownership and Reservation of Rights to Licensor Intellectual Property. Licensor and its licensors own all right, title and interest in and to the Service, Documentation, Confidential Information, and all other intellectual property rights owned by Licensor (collectively, the "Licensor Intellectual Property Rights"). Subject to the limited rights expressly granted under this Agreement, Licensor reserves all rights, title and interest in and to the Licensor Intellectual Property Rights. No other rights are granted to Customer by implication, estoppel, statute, operation of law or otherwise other than as expressly set forth herein.

1.2 Ownership of Customer Data. As between Licensor and Customer, Customer owns its Customer Data. Customer hereby grants Licensor a perpetual, transferable and irrevocable license to use, distribute, and otherwise exploit Customer Data to the extent reasonably necessary for Licensor's business purposes.

1.3 Customer Input. Customer hereby grants to Licensor a royalty-free, worldwide, transferable, sub-licensable, irr**e**vocable, perpetual license to fully use, in any manner and at Licensor's sole discretion, any Customer Input in connection with the Service or otherwise. Licensor has no obligation to make Customer Input an Improvement. Customer has no obligation to provide Customer Input.

2. Confidentiality.

2.1 Confidentiality. To the extent Customer obtains any Confidential Information in association with its use and/or purchase of the REV Services or the Service, Customer shall not, without Licensor's prior written permission, retain, use, disclose, or otherwise provide it to any third party.

2.2 Protection. To the extent Customer is authorized to retain Confidential information pursuant to section 2.1, Customer shall protect the Confidential Information in the same manner that it protects its

own Confidential Information, but in no event using less than a reasonable standard of care.

2.3 Compelled Disclosure. A disclosure of Confidential Information to the extent required by Law will not breach this Agreement, provided the party so compelled promptly provides the prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance to contest the disclosure.

2.4 Remedies. If Customer discloses or uses (or threatens to disclose or use) any Confidential Information in breach of confidentiality protections provided in this Agreement, Licensor shall have the right, in addition to any other remedies available, to injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies are inadequate.

2.5 Protection and Security. During the Term of this Agreement, Licensor will use reasonable security measures that are designed to: (a) ensure the security and integrity of Customer Data; (b) protect against threats or hazards to the security or integrity of Customer Data; and, (c) prevent unauthorized access to Customer Data. Licensor will protect Customer Data using no less than a reasonable standard of care.

3. Warranties & Disclaimers.

3.1 Warranties. Each party hereby represents and warrants that: (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (b) it has the legal right and authority to enter into and perform its obligations under this Agreement; and (c) this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms.

3.3 DISCLAIMER. Except as expressly provided herein and to the maximum extent permitted by applicable law, Licensor makes no and hereby specifically disclaims all warranties of any kind, whether express, implied, statutory or otherwise including any warranties of non-infringement, title, merchantability, fitness for a particular purpose and any warranties implied from a course of dealing or course of performance or usage of trade. Licensor does not warrant that any deliverables will be error free or uninterrupted or that any errors will be corrected. The limited warranties provided herein are the sole and exclusive warranties provided to customer in connection with the provision of the deliverables.

4. Limitation of Liability.

4.1 Limitation of Liability. To the maximum extent permitted by law, even if such damages could have been foreseen or if a party has been appraised of the possibility of such damages, and regardless of whether such damages are arising in contract, tort, negligence, strict liability, breach of any statutory duty or otherwise, except with respect to customer's payment obligations or the use of a party's intellectual property rights in a manner not authorized by this agreement, in no event will: (a) either party's (or Licensor's third party licensors') aggregate liability arising out of or related to this agreement, whether in contract, tort or otherwise, exceed the subscription fees actually paid by customer in consideration for the deliverables during the immediately preceding twelve (12) month period from which the first claim arose under this agreement (or, for a claim arising before the first anniversary of the effective date, the amount paid for the first twelve month period); and (b) either party have any liability to the other party for any indirect, special, incidental, punitive, or consequential damages, however caused, or for any lost revenues or profits, loss of use, cost of data reconstruction, cost or procurement of substitute goods or services arising out of, or in any way connected with the service, including but not limited to the use or inability to use the service, any interruption, inaccuracy, error or omission.

5. Term & Termination.

5.1 Term of Agreement. This Agreement commences on the Effective Date of a transaction document (i.e., Purchase Order) and, unless earlier terminated as set forth below, continues for the term set forth in term of representative product or service.

5.2 Termination. Either party may terminate this Agreement: (a) upon thirty (30) days prior written notice to the other party of a material breach by the other party if such breach remains uncured at the expiration of such notice period; or (b) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination by Customer pursuant to this section, Licensor will refund to Customer any prepaid fees for the affected Service that were to be provided after the effective date of termination.

5.3 Termination for Cause. Either Party may terminate this Agreement or any affected and associated agreement (for example, an order form or statement of work) (a) upon the other Party's material breach that remains uncured for thirty (30) days following written notice of such breach, except that termination will take immediate effect on written notice in the event of a breach of Section 2; or (b) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors (and not dismissed within sixty (60) days thereafter).

5.4 Termination for Convenience. Either Party may terminate this Agreement or any affected and associated agreement for any reason or for no reason, by providing the other Party at least thirty (30) days' prior written notice. However, in the event of a Customer termination for convenience, Customer shall not be entitled to any refund or relief from payment of any fees paid or payable under the Agreement or affected and associated agreement.

5.5 Treatment of Customer Data Following Expiration or Termination. Customer agrees that following termination of this Agreement or any associated agreement, Licensor may immediately deactivate Customer's account(s) associated with the termination. During the thirty (30) day period following termination or expiration, Licensor will grant Customer and/or a reasonable number of Authorized Users access to the SaaS Service for the sole purpose of retrieving Customer Data. Within a reasonable time thereafter, Licensor will delete Customer Data from the Service, except to the extent it is necessary to retain such Customer Data for Licensor's business purposes, in regular backups, and/or as required by law, which will remain subject to protections of Section 2.5 for so long as the Customer Data is retained by Licensor. Customer acknowledges that the retention of Customer Data is at all times subject to Licensor's data retention policies which shall be made available to Customer upon request and are subject to update from time to time in Licensor's reasonable discretion. Any "snapshot" of Customer Data therefore is *inclusive* of the Licensor's data retention policies in effect at the time of Customer Data retrieval.

5.6 Effect of Termination. Upon early termination of this Agreement by Customer for Licensor's uncured material breach, Customer is entitled to a prorated refund of prepaid fees relating to the REV Services applicable to the remaining period in the applicable subscription term. Upon expiration or termination of this Agreement by Licensor for Customer's uncured material breach, unpaid fees relating to the Services applicable to the duration of any applicable subscription term will be immediately due and payable. In addition, upon expiration or termination of this Agreement for any reason: (a) all rights granted to Customer under this Agreement, and Licensor's obligation to provide the REV Services will terminate (including any and all rights related to the Service); and (b) any payment obligations will survive such

expiration or termination.

Upon the termination or expiration of this Agreement for any reason, Licensor shall: (a) provide Customer with any and all Customer Data, Work Product and any other data, materials and deliverables in Licensor's possession and related to its performance under this Agreement; (b) execute all documents and take all actions necessary or advisable for Licensor to carry out its obligations hereunder; (c) provide Customer with all reasonably necessary assistance to facilitate the orderly transition of the REV Services to Customer or its designee, if Customer desires such assistance, at Customer's expense at standard market rates; and (d) perform a final accounting, after which Customer shall pay any undisputed outstanding balance due Licensor within ten (10) days of the date such accounting is concluded.

6. General Provisions.

6.2 Force Majeure. Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems, or, where Licensor is in compliance with its obligations under this Agreement, computer attacks or malicious acts, such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

7. Insurance

7.1 Insurance Coverage. REV shall maintain insurance policies covering the types of insurance and amounts that are considered industry standard. Upon request, REV shall provide one or more certificates of insurance to Customer evidencing the maintenance of any insurance policies covered by this Section.

7.2 Governing Law. This Agreement is governed exclusively by the internal laws of the State of Washington and the United States of America, without regard to conflict of laws principles.

7.3 Miscellaneous. This Agreement, including all exhibits and addenda hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. Licensor may, with written approval, use Customer's name and logo in lists of customers, on marketing materials and on its website. The parties hereby consent to the use of electronic signatures in connection with the execution of this agreement, and further agree that electronic signatures to this agreement are legally binding with the same force and effect as manually executed signatures.

7.4 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the remaining provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision had been omitted. No usage of trade or industry course of dealing shall be relevant to explain or supplement any term expressed in this Agreement.

7.5 Assignment. Except as otherwise stated in the Agreement, neither Party may assign, novate or otherwise transfer any of its rights, obligations or privileges under this Agreement to a third party without the prior written consent of the other Party, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to an Affiliate without prior

written consent.

7.6 Notices. All notices, requests, demands and other communications hereunder shall be deemed to have been duly given if the same shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid or receipted commercial courier and addressed to each Party's known address, which shall be provided upon request of the other Party. Either Party may change the address or designated person for receiving notices by providing written notice thereof.

7.7 Infringements. In the event REV becomes aware of any third-party infringement of any Work Product, it shall promptly notify Customer in writing. Customer shall have the right to take and direct such action as it, in its sole discretion, deems advisable for the protection of its rights in and to the Work Product. REV agrees to cooperate fully with Customer and to take all actions Customer determines are necessary to preserve its rights in and to the Work Product, all at Customer's sole expense. All damages and other awards resulting from such infringements shall be the sole and exclusive property of Customer.

8 Indemnification Obligations.

8.1. Customer shall defend, indemnify and hold REV, and its respective officers, directors, agents and employees harmless from and against any and all claims, demands, suits, losses, liabilities and damages incurred as a result of any third-party action, claim or proceeding resulting from or in connection with (a) any breach of any of Customer's representations or warranties provided in this Agreement; (b) a violation of any third party's intellectual property rights resulting from any content or other material provided by Customer to REV in connection to the provision of the REV Services; or (c) otherwise arising from acts or omissions by Customer or its Affiliates;.

8.2. Any indemnification obligations due from one Party (the "**Indemnitor"**) to the other (the "**Indemnitee**") described above will not apply to any damage to the extent that damage was caused by: (a) the Indemnitee's negligence; (b) the Indemnitee's breach of any representation, warranty, provision or covenant in this Agreement; (c) the Indemnitee's intentional misconduct; (d) the Indemnitee's violation of any applicable law; (e) the Indemnitor's compliance with specifications or detailed instructions submitted by an Indemnitee, but only if the damage would not have arisen but for that compliance; (f) the Indemnitee's modification of the deliverables, services or goods provided by the Indemnitor without the Indemnitor's consent; or (g) the Indemnitee's use of any deliverables, services or goods after the Indemnitor has furnished to the Indemnitees, at no additional cost, a non-infringing version of those deliverables, services or goods that provide the same or greater functionality and performance as the original deliverables, services and goods.

9.0 Other Terms

9.1 Travel and Living Services will be provided remotely with the option to travel as required. Should travel be required, REV will comply with Client's travel policies and will bill these expenses separately.

9.2 Thirds party products. Client will license any 3rd-party products necessary for the hosting and operations of NAVApp

9.3 Cost of Living Allowance. Charges shall be subject to increase annually at the contract anniversary based upon the then annual consumer price index (CPI) or 3% annually whichever is higher.

9.4 Access to personnel and systems. Client will provide REV with the required access to the Client's systems and facilities (if required) within 10 business days after the project starts.
Client will provide REV with a single point of contact to help coordinate decisions and approve project direction.

10.0 Representations and Warranties

10.1 Mutual Representations and Warranties. Each Party represents and warrants to the other that: (a) it is a corporation or other business enterprise, duly organized, validly existing and in good standing under the laws of the state, province or country in which it was organized; (b) it has full power and authority to enter into this Agreement and perform its obligations hereunder; (c) the execution and performance of this Agreement does not violate the terms of any security agreement, license, or any other contract or written instrument to which it is a party; and (d) it shall comply with all applicable international, federal, state and local laws, rules and regulations in its performance under this Agreement.

10.2 Inducements/Collusion. Each Party covenants, represents and warrants to that the other Party that it has not violated any applicable laws or regulations or any policies of the other Party of which the other Party has been given notice regarding the offering of unlawful inducements in connection with this Agreement. If at any time during the term of this Agreement, it is determined that the foregoing statement is inaccurate, then, in addition to any other rights either Party may have at law or in equity, such Party shall have the right to terminate this Agreement without penalty for cause without affording the other Party an opportunity to cure.

10.3 REV Representations and Warranties. REV represents and warrants to Customer that: (a) in rendering the REV Services, REV and its employees, Affiliates, agents and subcontractors have all necessary rights, authorizations and licenses to provide the REV Services and to provide any related equipment, materials and services required under this Agreement or any agreement entered into pursuant hereto; (b) each of REV's employees, the employees of its Affiliates, and any subcontractors or agents assigned to perform services under this Agreement shall have the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be so performed in accordance with this Agreement; (c) Customer shall receive good and clear title to all Work Product free and clear of liens, restrictions and encumbrances, including, but not limited to, any claims by REV's employees, employees of its Affiliates, agents or subcontractors; (d) the Work Product shall be provided in a manner consistent with good commercial practice, and shall substantially conform to any design specifications and/or functional, performance and reliability requirements for same as established by the Client and communicated to REV, or as otherwise mutually agreed to in writing by the Client and REV; (e) any software developed under REV's instructions shall not knowingly contain any software in which a third party has a proprietary interest; (f) any Work Product developed and/or provided under REV's instructions under this Agreement will not knowingly infringe any intellectual property rights held by a third party.

10.4 Client Representation and Warranty. Customer represents and warrants to REV that it is authorized to permit REV access to and use of Customer facilities, Customer Data, and any and all other information and documentation used in connection with performing the REV Services.

10.5 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS WITH RESPECT TO THE EQUIPMENT,

SOFTWARE OR THE SERVICES AND EACH PARTY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT ARISE BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE OR USAGE OF TRADE.

SOFTWARE AS A SERVICE (SaaS) TERMS AND CONDITIONS:

Whereas, Licensor provides a Software as a Service (SaaS) subscription offering from here referred to as "SaaS Subscription**",** Customer desires to subscribe to this SaaS Subscription, and this business relationship and the allocation of responsibilities regarding such SaaS Subscription are set forth in this Agreement. Therefore, the parties agree as follows:

Definitions.

"Account(s)" means all data storage account(s) that are created directly on the Service, by or on behalf of Customer for its Domain.

"Administrator" means an individual authorized by Customer to authorize or manage Accounts.

"**Customer Data"** means the electronic data or information submitted to the Service by Customer or Users.

"Customer Input" means suggestions, enhancement requests, recommendations or other feedback provided by Customer (including its Users) relating to the operation or functionality of the Service.

"**Deliverables**" means, collectively, the Service and Documentation.

"Documentation" means Licensor's user guide for the Service, which may be updated by Licensor from time to time.

"Improvements" means all improvements, updates, enhancements, error corrections, bug fixes, release notes, upgrades and changes to the Service and Documentation, as developed by Licensor and made generally available for use without a separate charge to Customers.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"Platform" means the technology, services, third party and developed software, and customizations associated with the "Services" platform.

"SaaS" is synonymous and used interchangeably with "Platform" but denotes when "Platform" is provided as a cloud service and not within the Client's IT environment.

"User" means, collectively, (a) an individual that is an employee, contractor, affiliate or agent of the Customer and is authorized by Customer (directly, or by an Administrator or an existing User, as applicable) to access the Service, or (b) an Administrator

1. Customer's Use of the SaaS Subscription.

1.1 Provision of the SaaS Subscription**.** Subject to Customer's continuing compliance with its obligations in this Agreement, during the Term, Customer may, on a non-exclusive, non-transferable basis: (a) authorize a number of users to store, retrieve, and share (solely for Customer's own internal purposes

and subject to any usage or other limitations set forth herein) Customer Data through Accounts registered to Customer; and; (c) authorize Users to access and use the Documentation solely in connection with the use of such services (collectively, the "**Service**").

1.2 Changes to SaaS Subscription. Licensor may add, remove or modify the functionality or features of the SaaS Subscription from time to time. Licensor will use commercially reasonable efforts to provide at least fourteen (14) days advanced notice to Customer of any material changes to the SaaS Subscription.

1.3 Customer Obligations. Customer will: (a) have sole responsibility for the content, accuracy, quality, and legality of all Customer Data; (b) prevent unauthorized access to, or use of, the SaaS Subscription, and notify Licensor promptly of any such unauthorized access or use; (c) safeguard the confidentiality of User password(s) and account name(s), and is responsible for any use occurring under its Accounts, and (d) comply with all laws applicable to it and the Customer Data.

1.4 Customer Restrictions. Customer will not: (a) use the SaaS Subscription in violation of applicable Laws; (b) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights in connection with the SaaS Subscription; (c) send or store Malicious Code in connection with the SaaS Subscription; (d) damage, disable, overburden, impair, interfere with or disrupt the SaaS Subscription; (e) attempt to gain unauthorized access to any systems or networks that connect thereto or otherwise interfere with the operation of the SaaS Subscription or in any way with the use or enjoyment of the SaaS Subscription by others; (f) permit more Users to access the SaaS Subscription than are permitted by this Agreement; (g) allow more than one individual to use an Account; (h) make the SaaS Subscription available to any third party for commercial purposes (via a services arrangement, service bureau, lease, sale, resale, or otherwise); or (i) exceed any applicable bandwidth limit, storage capacity or other limits set forth in this Agreement. Customer is liable to Licensor under this Agreement for any act or omission of any User to the same extent it would be liable had Customer performed such act or omission; and, Customer will use (and will ensure that each User uses) the SaaS Subscription in compliance with this Agreement.

1.5. Support.

1.5.1 Customer Incident Support

Customer Incident Support for NAVApp Services and Software can be reached at a phone number or email to be provided upon license subscription and is available for all customer support requests. Cases will be opened upon receipt of request or identification of issue, and incidents will be routed and addressed according to the following:

Severity Level	Error State Description	Incident Response within
1 – High Priority	Complete outage of NAVApp Services and Software.	6 hours
2 – Medium Priority	Issue with NAVApp Services and Software, but does not materially degrade Customer's use of NAVApp Services and Software.	1 business day
3 – Low Priority	Causes only a minor impact on the operation of NAVApp Services and Software.	3 business days

1.5.2 License Support and Maintenance

In consideration of payment of the annual support and maintenance fee, the Licensor will provide the following support and maintenance services ("Services"):

Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware and instruction to allow NAVApp to provide such assistance. NAVApp shall supply Updates to Licensee at no additional charge other than the payment of the Support and Maintenance Fees.

Upgrades where Customer has customized NAVApp base features may require additional services to be performed by REV, which are available as Professional Services described within a SOW attached to this agreement.

2. Fees.

2.1 Invoices & Payment. Customer will pay Licensor all fees (except fees subject to good faith dispute) within 30 days of the invoice date. All Fees are based on access rights acquired and not actual usage. Customer will ensure that Licensor has, at all times, a complete and accurate billing and contact information including a valid email address for receipt of invoices.

2.2 Overdue Payments. Any payment not received from Customer by the due date will accrue (except with respect to charges then under reasonable and good faith dispute), at Licensor's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Customer will pay Licensor all costs and expenses of collection (including attorneys' fees) incurred by Licensor for collecting any amounts past due under this Agreement.

2.3 Non-Payment and Suspension of SaaS Subscription**.** If Customer's Account(s) is more than sixty (60) days past due (except with respect to charges subject to a reasonable and good faith dispute), in addition to any other rights or remedies it may have under this Agreement or by law, Licensor may suspend the SaaS Subscription upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full. In addition, Licensor may at any time suspend Customer's use of the SaaS Subscription and/or remove or disable any content if Licensor reasonably and in good faith believes Customer (including any acts of any User) is in violation of this Agreement. Licensor will provide Customer with notice (email is sufficient) of any such suspension or disablement before its implementation unless such suspension or disablement is necessary to comply with Law or to prevent imminent harm to the SaaS Subscription or any third party, in which case Licensor will notify Customer to the extent allowed by law of such suspension or disablement promptly thereafter.

2.4 Taxes. Licensor's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, excise, use or withholding taxes (collectively, "**Taxes**"). Customer is responsible for and will pay all Taxes associated with this Agreement, and the Service, excluding U.S. income taxes on Licensor. If Customer has an obligation to withhold any amounts under any law or tax regime (other than U.S. income tax law), Customer will gross up the payments so that Licensor receives the amount actually quoted and invoiced. If Licensor has a legal obligation to pay or collect Taxes for which Customer is responsible under this section, Licensor will invoice the appropriate amount and Customer will promptly pay such amount, unless Customer provides Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. Service Level Agreement

When utilizing the SaaS Subscription, Licensor will use commercially reasonable efforts to maintain the online availability of the SaaS Subscription for a minimum of availability in any given month as provided in the chart below. This Uptime Service Level Warranty does not apply to any custom development provided to the Customer. If we do not achieve and maintain the Service Levels as described in this SLA, then you may be eligible for a credit towards a portion of your monthly support and maintenance fees.

Definitions

"**Applicable Monthly Period"** means, for a calendar month in which a Service Credit is owed, the number of days that you are a subscriber for a Service.

"Monthly Charges" means the total fees actually paid by you for Support and Maintenance of the SaaS Subscription that are applied to the month in which a Service Credit is owed.

"Downtime" is defined as an event which prevents users from accessing the SaaS Subscription.

"Incident" means (i) any single event, or (ii) any set of events, that result in Downtime.

"Service Credit" is the percentage of the Applicable Monthly Service Fees credited to you following claim approval.

"**Service Level"** means the performance metric(s) set forth in this SLA that REV agrees to meet in the delivery of the SaaS Subscription.

3.1 Monthly Downtime Calculation and Service Levels for Cloud Services

3.1.1 "**Downtime Minutes"** is the total accumulated minutes during a billing month, beyond the Incident Resolution Period provided, when users do not have access to the SaaS Subscription.

3.1.2 "Monthly Uptime Percentage" is calculated as Maximum Available Minutes less Downtime Minutes divided by Maximum Available Minutes in a billing month for a given Account. Monthly Uptime Percentage is represented by the following formula:
Monthly Uptime % = (Maximum Available Minutes-Downtime) / Maximum Available Minutes X 100

3.2 Claims. In order for REV to consider a claim, you must submit a claim to customer support including all information necessary for REV to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected users (if applicable); and (iv) descriptions of your attempts to resolve the Incident at the time of occurrence.

We must receive the claim within two months of the end of the billing month in which the Incident that is the subject of the claim occurred. We will evaluate all information and make a good faith determination of whether a Service Credit is owed.

3.3 Service Credits. Service Credits are your sole and exclusive remedy for any performance or availability issues for the SaaS Subscription under the Agreement and this SLA. You may not unilaterally offset your Applicable Monthly Service Fees for any performance or availability issues.

3.4 Limitations. This SLA and any applicable Service Levels do not apply to any performance or availability issues:

1. Due to factors outside our reasonable control (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at your site or between your site and our data center);
2. That result from the use of services, hardware, or software not provided by us, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;
3. Caused by your use of the SaaS Subscription or your Account after we advised you to modify your use of the SaaS Subscription, if you did not modify your use as advised;
4. That result from your unauthorized action or lack of action when required, or from your employees, agents, contractors, or vendors, or anyone gaining access to our network by means of your passwords or equipment, or otherwise resulting from your failure to follow appropriate security practices;
5. That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);
6. Monthly maintenance window that incurs a downtime to patch your server and infrastructure is excluded from the uptime calculation.

Service Credits:

SLA	Description	Availability	Services Credit
1 – Critical Priority	Complete outage of SaaS Services and Software.	< 99%	5% of monthly charges
2 – High Priority	Partial outage of REV SaaS Services and Software impacting more than 10% of users	< 99%	3% of monthly charges

SOFTWARE LICENSE AGREEMENT

Whereas, Licensor provides a Licensed Product to Customer, this business relationship and the allocation of responsibilities regarding such License Service are set forth in this Agreement. Therefore, the parties agree as follows:

Definitions.

"**Documentation**" means Licensor's user manuals, handbooks, and installation guides relating to the Software provided by Licensor to Licensee either electronically or in hard copy form.

"**Software**" means the Service and/or Licensor's Services in object code format, including any Updates provided to Licensee pursuant to this Agreement.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"**Third Party Products**" means any software programs and/or informatics developments that are not property of REV but that REV uses in providing the Licensor Services to Customer.

"**Updates**" means any updates, bug fixes, patches, or other error corrections to the Software that Licensor generally makes available free of charge through the License Service.

1.0 License

1.1 License Grant. Subject to and conditioned upon Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants Customer a non-exclusive, non-sub-licensable, and non-transferable license during the Term to: (i) use the Software solely for Customer's internal business purposes; and (ii) use and make a reasonable number of copies of the Documentation solely for Customer's internal business purposes in connection with Customer's use of the Software. Customer may make one copy of the Software solely for back-up, disaster recovery, and testing purposes. Any such copy of the Software: (x) remains Licensor's exclusive property; (y) is subject to the terms and conditions of this Agreement; and (z) must include all copyright or other proprietary rights notices contained in the original.

1.2 Use Restrictions. Customer shall not use the Software or Documentation for any purposes beyond the scope of the license granted in this Agreement. Without limiting the foregoing and except as otherwise expressly set forth in this Agreement, Customer shall not at any time, directly or indirectly: (i) copy, modify, or create derivative works of the Software or the Documentation, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software or the Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part; (iv) remove any proprietary notices from the Software or the Documentation; or (v) use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

1.3 Reservation of Rights. Licensor reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Software. Licensor retains all right, title, and interest in and to the Licensor Intellectual Property Rights.

1.4 Delivery. Licensor shall deliver the Software electronically, on tangible media, or by other means, in Licensor's sole discretion. Risk of loss of any tangible media on which the Software is delivered will pass to Customer on delivery to carrier.

2.0 Licensee Responsibilities.

2.1 General. Customer is responsible and liable for all uses of the Software and Documentation resulting from access provided through the License Service, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.

2.2 Third-Party Products. Licensor may distribute certain Third-Party Products with the Software. For purposes of this Agreement, such Third-Party Products are subject to their own license terms and the applicable flow through provisions. If Customer does not agree to abide by the applicable terms for such Third-Party Product, then Customer should not install or use such Third-Party Products. The Software may also contain certain open-source software. Customer understands and acknowledges that such open-source software is not licensed to Customer pursuant to the provisions of this Agreement and that this Agreement may not be construed to grant any such right and/or license. Customer shall have only such rights and/or licenses, if any, to use the open-source software to the same extent available to and enjoyed by the general public.

3.0 Support. In consideration of payment of the annual support and maintenance fee, the Licensor will provide the following support and maintenance services ("Services"):

3.1 Customer Incident Support

Customer Incident Support for NAVApp Services and Software can be reached at a phone number or email to be provided upon license subscription and is available for all customer support requests. Cases will be opened upon receipt of request or identification of issue, and incidents will be routed and addressed according to the following:

Severity Level	Error State Description	Incident Response within
1 – High Priority	Complete outage of NAVApp Services and Software.	6 hours
2 – Medium Priority	Issue with NAVApp Services and Software but does not materially degrade Customer's use of NAVApp Services and Software.	1 business day
3 – Low Priority	Causes only a minor impact on the operation of NAVApp Services and Software.	3 business days

3.2 License Support and Maintenance

Remote diagnosis of operational issues related to the Software, provided that the Licensee has obtained, at its cost, the necessary software, hardware, and instruction to allow NAVApp to provide such assistance. NAVApp shall supply Updates to Licensee at no additional charge other than the payment of the Support and Maintenance Fees.

Upgrades where Customer has customized NAVApp base features may require additional services to be performed by REV, which are available as Professional Services described within a SOW attached to this agreement.

4.0 Limited Warranties and Warranty Disclaimer.

4.1 Licensor warrants that: (i) the Software will perform materially as described in the Documentation; and (2) the Software does not contain any virus or other malicious code that would cause the Software to become inoperable or incapable of being used in accordance with the Documentation.

4.2. Warranties. The warranties do not apply and become null and void if Customer breaches any provision of this Agreement or if Customer or any person provided access to the Software by Customer, whether or not in violation of this Agreement: (i) installs or uses the Software on or in connection with any hardware or software not specified in the Documentation or expressly authorized by Licensor in writing; (ii) modifies or damages the Software; or (iii) misuses the Software, including any use of the Software other than as specified in the Documentation or expressly authorized by Licensor in writing.

5.0 Supporting equipment and software. It is the responsibility of Licensor to separately secure license or purchase of any equipment or software necessary for the operations of the licensed product. Licensor does not warrant the performance or availability of Customer's equipment or software.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

Definitions

"**Affiliate**" or "**Affiliates**" means any entity that, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with a Party to this Agreement, and the term "control" means the ownership of more than fifty percent (50%) of the voting equity in a company or the right to appoint in such company the majority of the members of the board of directors or managers.

"**Work Product**" means all inventions, innovations, developments, designs, improvements, and other creations, whether or not patentable or copyrightable, and all ideas, data, information, reports, and other creative works and deliverables, and all intellectual property rights in the foregoing, made or conceived by REV and/or its Affiliates in whole or in part or in conjunction with the Customer while providing the Licensor Services or otherwise engaged by the Customer, that relate in any manner whatsoever to the Customer, the Licensor Services provided hereunder or any other research or development effort in which the Customer has engaged in prior to or during this Agreement.

1.0 Description of Services; Statement of Work. Subject to and in accordance with the terms of this Agreement, REV, and/or its Affiliates, shall provide the Customer and/or its Affiliates, with the Licensor Services, as specifically described in a Statement of Work (hereinafter referred to as a "**SOW**"). Each SOW will be considered a separate agreement which incorporates the terms and conditions of this Agreement and each SOW and any amendment to this Agreement or a SOW must state that it is entered into pursuant to, and incorporates the terms and conditions of, this Agreement. Any reference to "Agreement" shall include any applicable SOW(s).

2.0. Project Staffing. Independent Contractors.

2.1 Project Manager. REV shall appoint a qualified member of its staff or any of REV's Affiliates to act as project manager with respect to any Licensor Services provided hereunder (the "**Project Manager**"). The Project Manager shall manage the completion of the Licensor Services and act as liaison between REV and the Customer.

2.2 Project Staffing. REV, either directly, through or in conjunction with its Affiliates, shall provide reasonably adequate staff to successfully complete the Licensor Services within the time frame provided in each SOW. In the event any personnel performing Licensor Services is not a REV employee, then in advance of any work being performed by that personnel, REV shall obtain a written agreement from such personnel providing that all work performed in connection with the Licensor Services will be "works made for hire."

2.3 Staff Replacements by REV. The Parties acknowledge that, under certain circumstances, REV may need to replace one or more staff performing Licensor Services for Customer. Any replacement employee shall have substantially equivalent or better qualifications than the employee being replaced. There will be no charge to the Customer for any replacement provided in accordance herewith while the replacement employee acquires the necessary orientation.

2.4 Non-Solicitation. During the term of this Agreement and for a period of twelve (12) months following its termination for any reason, neither Party shall directly or indirectly solicit, interfere with, procure or entice away, either alone or jointly with any other firm, company or other organization, any employee of the other Party or any of its Affiliates, with whom it was involved in the performance of any Licensor Services under this Agreement, to leave the employment of such Party or such Affiliate.

3.0 Pricing; Payment; Invoicing

3.1 Invoicing. All fees, costs and other authorized expenses related to the Licensor Services shall be set forth in the applicable SOW. At the beginning of each calendar month, REV shall submit to the Customer an invoice for Licensor Services performed and authorized expenses incurred during the preceding calendar month.

3.2 Taxes. Customer is responsible for the payment of any applicable federal, state, county, local or governmental taxes, duties, and excise taxes arising under this Agreement, including sales tax, value added tax, turnover tax, stamp tax, or similar taxes. This provision does not apply to taxes based upon REV's income.

3.3 Payment. Customer will pay, via wire transfer or any other agreed upon method, to REV, the amount of any undisputed invoice (the "**Invoice**") within thirty (30) days of receipt thereof. Unless otherwise agreed on a particular SOW, Invoices will be paid in United States dollars. REV may retain any deliverables, as defined in the SOW, until such payment is made in full.

3.4 Ancillary materials. Pricing shall not include any hardware or software licenses unless so specified in any applicable SOW(s).

4.0 Ownership of Work Product; Infringements.

4.1 Ownership of Work Product. All Work Product created by REV and its agents, employees, Affiliates or subcontractors under the terms of this Agreement shall be clearly identified in the SOW as "works made for hire" and shall be the property of the Customer upon creation. Any and all such Work Product and related intellectual property rights and interests shall be forthwith transferred, delivered and/or assigned to Customer upon the Customer's request, and REV shall take all reasonable steps to perfect such transfer and delivery. Customer hereby grants REV a nonexclusive, irrevocable, perpetual, royalty-free license to use, copy, and modify these work products anywhere in the world.

4.1.1. Retention of Licensor Intellectual Property. Notwithstanding the foregoing, the Parties agree that (i) Customer's rights in and to Work Product SHALL NOT include any Licensor Intellectual Property Rights. Where necessary and practicable, Customer may obtain one or more licenses to Licensor Intellectual Property Rights through a separate instrument, subscription agreement, or other agreement between the parties. In the case that Work Product includes or requires Third Party Products, REV shall not transfer any rights to Customer in regards to such Third Party Products and Customer shall be responsible to obtain all permits or licenses required for the use of such Third Party Products; (iii) In the case that the Work Product contains any open source software or components , they shall not be licensed or transferred under the terms of this Agreement, but shall instead be licensed under the terms of any applicable open source license and/or to the same extent available to and enjoyed by the general public. Any and all pre-existing software programs and informatics developments to be included in a Work Product shall be previously agreed upon by Customer in an applicable SOW. REV agrees to provide Customer and any person designated by Customer reasonable assistance required to obtain the rights to such Third Party Products and open source software/components upon Customer's request, at

Customer's expense.

4.1.2 Unless otherwise requested by Customer, upon termination of this Agreement, and full payment therefor, REV shall immediately turn over to Customer all Work Product developed pursuant hereto, and no copies thereof shall be retained by REV or its employees or agents without the prior written consent of Customer. REV agrees to execute, at Customer´s expense, any documents reasonably requested by Customer in connection with the registration of copyrights, patents, or other intellectual property rights in the Work Product produced hereunder. Nothing in this Agreement shall be understood as providing Customer any rights to employ reverse engineering in the Work Product in order to commercialize Licensor's Intellectual Property as a standalone product.

5.0 Professional Services Limitations of Liability; Miscellaneous

5.1. Liability Cap. REV's liability for damages arising under each SOW shall in no event exceed the aggregate amount of REV's fees paid to it under the applicable SOW.

5.2 Entire Agreement. This Agreement (including any and all SOWs outstanding from time to time) constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, discussions, understandings and writings by and between the Parties and relating to the subject matter hereof. None of the terms of this Agreement shall be deemed waived by either Party or amended or supplemented unless such waiver, amendment or supplement is in an expressly specified written amendment to this Agreement that is signed by both Parties.

POSSE Software as a Service Agreement

between:

_____ (hereinafter referred to as "**Client**")

and

Computronix (U..S.A.), Inc. (hereinafter referred to as "**Vendor**")

RECITALS

WHEREAS Client has identified a requirement for a modular web-based software solution for managing regulatory activities.

AND WHEREAS Vendor represents that it has an available software solution that meets Client's requirements and is able to provide it to Client via a Software as a Service (SaaS) delivery method in accordance with the terms and conditions set out in this Agreement.

THEREFORE, in consideration of the mutual covenants and obligations contained herein and subject to the terms and conditions hereinafter set out, Vendor and the Client hereto agree as follows:

1. DEFINITIONS

1.1. **Add-On Module** – additional functionality that extends core POSSE features. Add-On Modules may be added to POSSE to permit additional functionality. Each Add-On Module is fully supported and has its own release cycle separate from the POSSE product release cycle. Examples of Add-On Modules include POSSE Ad-Hoc, POSSE Archival Document Datastore and POSSE Mobile.

1.2. **Agent** – another party (e.g. a private inspection or enforcement agency) under contract to Client and authorized by Client to act on its behalf to use POSSE in delivering services within the legal jurisdictional boundaries of Client. Agents authorized by Client must agree in writing to Client to adhere to all terms and conditions of this Agreement.

1.3. **Agreement** – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

1.4. **Annual Software as a Service Fee** – the annual fee payable by Client to Vendor for the use of Hosted Solution provided by the Vendor, under this Agreement.

1.5. **Business Module** - a pre-existing set of Configurations that extends POSSE by providing functionality specific to a business area. Examples of Business Modules include POSSE ABC – Licensing, POSSE ABC – Enforcement, POSSE PLS – Business & Professional Licensing, POSSE PLS – Permitting & Inspections, etc.

1.6. **Configuration** – all work required to configure data definitions and/or process definitions to reflect the business rules, workflow, security and data requirements of Client, together with the resulting set of configured POSSE business processes. For greater certainty, Configuration includes both basic Configuration using the POSSE Stage point and click subsystem, as well as advanced Configuration using PL/SQL, .NET and/or Python code to enable advanced POSSE capabilities.

1.7. **Defect** - a program error that will cause POSSE to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of POSSE as delivered to Client, but do not pertain to subsequent errors brought about by Infrastructure changes made by Client or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to POSSE, or to problems arising from POSSE Configurations not developed by Vendor.

1.8. **Enhancement** - any work requested by Client to alter existing POSSE features, or to add any new features or functions to POSSE software.

1.9. **External User** - an individual external to Client and served by Client who is provided access to the POSSE Production Database via the Internet. External Users are typically customers of Client.

1.10. **Hosting Services –** the services described in Section 4 of this Agreement that are provided by Vendor to Client.

1.11. **Hosting Services Site** – the third-party hosting facility, at a North American location of Vendor's choice, at which servers and related equipment are located.

1.12. **Hosted Solution** – the POSSE software including any licensed Business Modules and Add-on Modules along with Client Site-Specific Configuration as installed at the Hosting Services Site for the benefit of the Client.

1.13. **Infrastructure** – the physical wiring, network, hardware and software necessary to deploy and operate POSSE at the Client site. Infrastructure includes any workstation/notebook hardware and software, Internet Service Providers, wireless service providers, and other peripheral hardware or software used by Client.

1.14. **Intellectual Property** – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) pre-existing software, or POSSE ABC System or software Configurations (including reports) of Vendor; b) Vendor methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing material provided by Vendor under separate license.

1.15. **Named User** - an individual internal to Client or representing Client or an Agent who has access to the POSSE Production Database. A Named User can access the POSSE Production Database from any workstation on Client's network or intranet, or via the Internet.

1.16. **POSSE®** – refers to a modular, web-based regulatory workflow management system that combines configurable workflow, mapping, electronic documents and mobile computing technologies into a single integrated database. POSSE® includes "toolbox" stored procedures and documentation that comes with the POSSE software.

1.17. **POSSE Alcoholic Beverage Control System (may also be referred to as "POSSE ABC")** – A functioning, commercially available "out of the box" system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within POSSE software. All POSSE ABC Configurations and reports are considered Vendor Intellectual Property.

1.18. **POSSE Annual Software as a Service Agreement** – the document (i.e., this Agreement) which provides the terms and conditions under which the right to use POSSE is provided to Client.

1.19. **POSSE Permitting and Licensing System (may also be referred to as "POSSE PLS")** – A functioning, commercially available "out of the box" system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within POSSE software. All POSSE PLS Configurations and reports are considered Vendor Intellectual Property.

1.20. **Recovery Point Objective –** the maximum targeted period in which data for Hosted Services may be lost due to a catastrophic failure at the primary Hosting Services Site.

1.21. **Recovery Time Objective –** the targeted duration of time within which Hosting Services must be restored after Vendor has identified a catastrophic failure at the primary Hosting Services Site.

1.22. **Release** – any version, point, maintenance or patch release to POSSE issued by Vendor.

Copyright © 2023

1.23. **Site-Specific Configuration** – any software deliverables, including but not limited to Configuration, reports, interfaces, data conversion scripts, and custom code, developed solely and specifically for Client.

1.24. **Source Code** – Any and all program code or database definitions developed by Vendor programmers using a formal programming language and used by POSSE software.

1.25. **Statement of Work (SOW)** – a document that describes the implementation services, software products, and other deliverables to be provided by Vendor (including its subcontractors if applicable) to Client under this Agreement.

1.26. **Third-Party** – a person, corporation, organization or entity other than Client or Vendor.

1.27. **Third-Party Software** – any identifiable product embedded in and/or linked to POSSE software, but to which the proprietary rights belong to an independent Third-Party.

2. SCOPE OF AGREEMENT

2.1. By this Agreement, Vendor agrees to provide Client with an Annual Subscription Software License to access the Hosted Solution including all modules identified in an associated SOW or schedule to this Agreement. This License includes the number of Named Users identified in the SOW or attached schedule, and unlimited External Users.

3. TERM OF AGREEMENT

3.1. This Agreement will remain in effect for a period of one (1) year and will be renewed annually thereafter upon payment by Client of the Annual Software as a Service Fee, unless otherwise revised or terminated under the provisions of this Agreement.

4. GRANT OF LICENSE

4.1. This Agreement provides Client with a non-exclusive and non-revocable license for POSSE as identified in an SOW or schedule to this Agreement. This license is in effective as long as this Agreement is in place and Client remains current with payment of their Annual Software as a Service Fee.

4.2. Client is licensed to use POSSE for only one (1) POSSE production database.

4.3. Client is licensed to use POSSE only for processing transactions associated with Client's core business purposes. Any other use of POSSE by Client is not permitted under the POSSE Annual Software as a Service Agreement. Client is permitted to use POSSE only for processing transactions in relation to services provided by Client within its legal jurisdictional boundaries. Client may not use POSSE to process transactions for another jurisdiction or agency.

4.4. The Vendor reserves the right to conduct periodic audits of the number of Client Named Users and the Client's use of the POSSE software, the frequency of such audits to occur on no more than a quarterly basis. If any discrepancies are found between the number of Named Users from the audit, and the licensed number of Named Users identified in an SOW or schedule to this Agreement, the Client agrees to pay any license fees associated with additional Named Users.

5. SOFTWARE AS A SERVICE LICENSE FEE

5.1. Client agrees to pay Vendor an Annual Software as a Service Fee as specified in the associated SOW for access to the POSSE Hosted Solution and for associated POSSE support and. All POSSE Software as a Service Fees are payable upon signing of this Agreement.

5.2. The Annual Software as a Service Fee does not include Infrastructure or POSSE Site-Specific Configuration modifications or Client requested Enhancements. Vendor may provide these for additional cost under separate agreement.

Copyright © 2023

5.3. Client agrees to remit payment annually to Vendor within 30 calendar days of receipt of the invoice.

6. SUPPORT SERVICES

6.1. Vendor agrees, during the term of this Agreement, to provide POSSE support services in a timely and professional manner. Vendor will provide unlimited technical support for Client's POSSE support personnel described in Section 9.2 of this Agreement. Support pertains solely to POSSE and POSSE Add-On Modules (if licensed).

6.2. The POSSE Support Web site (http://posse.computronix.com) will be available 24 x 7 for submitting Client support requests. The POSSE support desk will be staffed from 7:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday, excluding federal statutory holidays. Extended hours of coverage or on-call coverage outside of these working hours can be provided at additional rates to be negotiated between the Parties.

6.3. When Client submits a support request through the POSSE Support Web site during normal Computronix hours for support, as specified in Section 6.2 of this Agreement, Vendor and Client will categorize, and Vendor will escalate as appropriate, the support request according to the following criteria:

Severity	Definition	Response Time	Resolution Time
Critical	Hosted Solution is down. Major impact to operations of Hosted Solution.	< 15 minutes	Immediate and ongoing effort, with daily reporting to Client as necessary until a work-around or fix has been provided.
High	Major impairment of at least one important function at Hosted Solution. Operations at Hosted Solution are impacted. All important Client functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work with reporting to Client as necessary until a work-around or fix has been provided.
Medium	Client Operations not significantly impacted. One or more minor Client functions not working. Major usability irritations impacting many staff at Client.	< 4 hours	Proceed with fix as medium priority work, according to schedule set by Vendor.
Low	Minor usability irritations. Work-around exists.	< 2 business days	Proceed with fix as low priority work, according to schedule set by Vendor

6.4. The Annual Software as a Service Fee does NOT include technical support for Site-Specific Configurations, POSSE Business Modules and Third-Party Software not embedded within POSSE, such as Microsoft Office products. Technical support for POSSE related Third-Party hardware that may be used by Client, including field inspection notebook computers, tablets, smartphones, digital cameras, scanners, printers, digital signature pads, and other hardware peripherals is not included.

Copyright © 2023

6.5. In the event that Vendor has sold Third-Party licenses to the Client, Vendor will be responsible for researching and diagnosing the issue and, if proven to be a POSSE product issue, for fixing it, or if proven to be a Third-Party product issue, for submitting the issue to the Third-Party.

6.6. Vendor will not begin charging Client for resolution of a non-POSSE related problem until Vendor demonstrates to Client that the source of the problem is not related to a POSSE Defect and Client has authorized work to resolve the issue. No time will be charged to Client for POSSE Defects reported to Vendor.

6.7. Vendor will provide notice of all new POSSE software Releases or releases to an Add-on Module to Client. A new Release may include POSSE executable code, Release notes, updated documentation and/or online help, and database conversion routines, as needed. Vendor will retain full ownership rights to any POSSE software Release or Add-on Module release delivered to Client.

6.8. Unless otherwise specified, POSSE product warranty and support activities will be conducted at and deployed from Vendor offices. Travel and living expenses to provide on-site services deemed by Vendor as required to repair a POSSE Defect will not be charged to Client.

7. HOSTING SERVICES

7.1. In return for Annual Software as a Service Fee from Client, Vendor will (through a Third-Party of Vendor's choice) provide the following services to Client:

Item	Service	Description
7.1.1.	Secure Hosting Services Site	Vendor will contract with a third-party for provision of a primary Hosting Services Site of Vendor's choice that adheres to the NIST 800-53 Moderate standard for data centers and is located in the same country as the Client's primary premises.
7.1.2.	Disaster Recovery	In the event of a catastrophic failure at the primary Hosting Services Site, as identified by the Vendor, Vendor will ensure availability of Production Hosting Services in a secondary Hosting Services Site with a Recovery Time Objective of two (2) business days and a Recovery Point Objective of four (4) hours, and coordinate efforts with the Client to promptly reroute Client access and networking for primary system interfaces to the secondary Site. The secondary Hosting Services Site will be provided by a third-party of Vendor's choice, will be located within the same country a minimum of 150 miles from the primary Hosting Services Site, and will adhere to the NIST 800-53 Moderate standard for data centers. Vendor will independently conduct disaster recovery testing once per year.
7.1.3.	Included Software	Vendor will provide the following software for all systems at the Hosting Services Site: • Operating Systems • Oracle Database Software • Performance Monitoring Software • Backup Software • Virus Protection Software Vendor will maintain system security by keeping this software up to date on security patches and security audits, with critical third-

Copyright © 2023

		party updates being applied within three (3) business days of third-party vendor notification.
7.1.4.	Computronix Application Support	Vendor will keep the POSSE system current and secure by installing POSSE Releases on at least a 24 month frequency, and by installing applicable emergency bug fixes. Installation and testing of any new version Releases of POSSE are not included and will be implemented under a separate agreement between Vendor and Client.
7.1.5.	Other Software	Client will be responsible for the licensing, installation, and maintenance of all other software loaded onto Client servers, workstations, or other Client equipment not at the Hosting Services Site.
7.1.6.	Database Administration	Vendor will be responsible for installing, configuring, and maintaining the databases supporting the POSSE application, including all Production and Non-Production environments. Vendor will be responsible for database tuning.
7.1.7.	System Security	Vendor will provide software and/or services for automated vulnerability scanning and real-time threat detection and mitigation. Vendor will provide current virus scanning software to ensure that any files uploaded to the Hosting Services Site are scanned for viruses prior to loading into the system.
7.1.8.	Monitoring and Performance	Vendor will monitor availability and performance of application services in production and provide a monthly report including uptime and response time. Vendor will also monitor the performance of systems and services at the Hosting Services Site, including CPU, RAM, disk, network connectivity, and network traffic, and provide patch management, event log management, and system tuning to maintain system stability and performance.
7.1.9.	Data Backups	Vendor will be responsible for securing Client data against physical loss. Vendor will ensure that Production data is backed up regularly, with a daily restore point being retained for at least two (2) weeks and a weekly restore point being retained for at least six (6) weeks at the primary Hosting Services Site and at a secondary Hosting Services Site provided by a third-party of Vendor's choice, located within the same country a minimum of 150 miles from the primary Hosting Services Site, and adhering to the NIST 800-53 Moderate standard for data centers.
7.1.10.	Data Storage	Vendor will provide up to 1 (one) TB of storage for Client data. Additional storage can be purchased at any time at current Vendor rates.

7.2. Vendor will provide an issue reporting and tracking system for Client-specified users to report and track issues 24 hours, 7 days a week, except for scheduled issue tracking system maintenance.

Copyright © 2023

7.3. Except for emergencies, Vendor will schedule maintenance activities requiring outages outside of Client Business Hours and will provide communication via e-mail to Client-specified contacts at least 5 business days in advance of any scheduled outage.

8. HOSTED SOLUTION AVAILABILITY

8.1. The commitment of Vendor is to provide Hosted Solution availability for 99.9% uptime or better in a calendar month, except for scheduled maintenance.

8.2. Subject to Sections 8.1, 8.3, 8.4 and 8.5, if Vendor fails to provide Hosted Solution availability, as defined below, in any given calendar month, Vendor will issue a credit towards future Software as a Service Fees, in accordance with the following schedule:

Hosting Services Availability	Credit Percentage (of monthly fee)
99.5% to 100%	0%
97.5% to 99.5%	5%
95.0% to 97.5%	10%
90.0% to 95.0%	20%
85.0% to 90.0%	30%
80.0% to 85.0%	40%
Below 80.0%	50%

8.3. In order to receive a credit, Client must make a request through the issue tracking system provided by Vendor. Each credit request must reference the reported Hosting Services availability for the specified calendar month and must be received by Vendor within ten (10) working days after monthly uptime report has been provided by Vendor to the Client. Vendor shall confirm Hosting Services availability and applicable credit and apply the credit to the next billing cycle.

8.4. Client will not receive any credits under this Agreement in connection with any failure or deficiency of Vendor Hosting Services caused by or associated with:

- Scheduled Maintenance – As identified in Section 7.3 of this Agreement.
- Client Equipment – Client is solely responsible for maintaining all Client equipment and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the Vendor Hosting Services for the exchange of data.
- Client Connectivity – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and Client configurations for Virtual Private Network (VPN) connections used to access Hosting Services, and for resolving any problems that might arise with these connections.
- Internet Outages – Vendor is not responsible for Internet outages (including but not limited to ISP peering) that may make Vendor Hosting Services appear inaccessible to some users while it can still be accessed by other users.
- Client Changes to System Configuration – Vendor is not responsible for any failure or deficiency of Vendor Hosting Services that is demonstrated to be the result of Client changes to system configuration, including, without limitation, changes to application code, databases, web files, and infrastructure components. Client is solely responsible for all costs associated with resolving any failure or deficiency resulting from such changes.

Copyright © 2023

- Client Acts or Omissions – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the Hosting Services in breach of the terms and conditions of this Agreement.
- Force Majeure – Circumstances beyond Vendor's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, unavailability or interruption in telecommunications or Third-Party services, virus attacks or hackers, failure of Third-Party Software, or inability to obtain power used in or equipment needed for provision of the Hosting Services.

9. CLIENT OBLIGATIONS AND RESPONSIBILITIES

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of Client:

9.1. Client Infrastructure Support –managing the local Internet Service Provider (ISP) providing Client its Internet connection and/or its wireless service; managing its own networks; managing all desktop and mobile hardware for Client staff and implementing its own security policies and procedures.

9.2. POSSE Support – Client is responsible for providing first-line POSSE support to Client staff. First-line POSSE support is responsible for researching issues and assessing if they are the result of a POSSE Defect. Client will identify a limited number of Client staff entitled to submit POSSE support requests.

9.3. Future Releases – Client acknowledges that future Releases of POSSE software may require different or additional Client equipment and/or software in order to function properly. Vendor is required to provide Client with sufficient notification of such requirements. Client will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

10. AVAILABLE VENDOR PROFESSIONAL SERVICES

10.1. At the request of Client, Vendor may provide any or all of the following professional services: development of Site-Specific Configurations, report development, training, Site-Specific warranty, first line POSSE support, and any other consulting activity. Vendor professional services may be purchased for an all-inclusive fixed-cost or on a time-and-materials basis. All terms, conditions and costs for Vendor professional services will be specified in a separate agreement (SOW or work order) between the Client and Vendor.

10.2. Reasonable travel and living expenses incurred by Vendor in the delivery of on-site Vendor professional services will be billed at cost to Client or at a rate to be negotiated between Vendor and Client. When traveling to Client, Vendor one-way travel time will be charged to the Client site.

11. WARRANTY

11.1. Vendor will repair POSSE Defects reported by Client while this Agreement is in effect at no additional cost to Client. Vendor will make all reasonable efforts to resolve Defects quickly, via a patch Release if necessary.

11.2. Unless specified in a Statement of Work, Vendor does not provide warranty for any Site-Specific Configuration, or custom code not developed by Vendor, or developed by Vendor and subsequently altered by Client or any other Third-Party.

11.3. Except as expressly set forth herein, Vendor disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose

Copyright © 2023

12. OWNERSHIP OF SOFTWARE AND DATA

12.1. Vendor has exclusive licensing and distribution rights for POSSE software (Copyright © 1997 – 2023, all rights reserved), including POSSE; POSSE PLS, POSSE ABC, POSSE Add-On Modules and POSSE Business Modules, within the United States of America. Client will not remove any ownership or copyright notices from POSSE software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of POSSE is strictly prohibited.

12.2. Vendor is, and will remain, the exclusive owner, or is the authorized agent of the owner of POSSE proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with Vendor. No license or conveyance of any such rights to Client is granted or implied under this Agreement.

12.3. Vendor will retain ownership of the Intellectual Property associated with Enhancements, Business Modules, and Add-On Modules developed by Vendor for Client.

12.4. Client is deemed to own any Site-Specific Configuration for their POSSE installation. Client grants Vendor a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the Site-Specific Configuration developed pursuant to this Agreement without compensation to Client.

12.5. Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer POSSE software to any other party. Client will not copy, resell or give POSSE Configurations or documentation to any other party. Client agrees not to distribute POSSE as part of any other software product, commercial or otherwise, without the prior written approval of Vendor.

12.6. Client will retain sole and complete, legal and beneficial ownership of its data at all times, regardless of the location of the data.

12.7. Vendor's responsibilities and rights regarding Client data are solely restricted to the provision of services described in this Agreement. Vendor may not make any other uses of Client data for any reason whatsoever, without the express written consent of Client, unless ordered to release such data by a court of competent jurisdiction.

12.8. Client may request return of any or all of its data at any time, for any reason, and Vendor will provide such data within a reasonable period of time, in native format.

13. CONFIDENTIAL AND PROPRIETARY INFORMATION

13.1. Each party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other party. Each party will use such confidential or proprietary information only for the purpose for which it was disclosed.

13.2. As used in this Agreement, the term "confidential or proprietary information" means all trade secrets or proprietary information designated as such in writing by one party to the other. All software code in source of object format shall be deemed to be proprietary information whether it is marked as such or not. Information which is orally or visually disclosed by one party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing party if:

a) it would be apparent to a reasonable person, familiar with the business of the releasing party and the industry in which it operates, that such information is of a confidential or proprietary nature; or

b) The releasing party, within thirty (30) calendar days after such disclosure, delivers to the receiving party a written document describing such information and referencing the place

Copyright © 2023

and date of such oral, visual, or written disclosure, and the names of receiving party personnel to whom such disclosure was made.

13.3. Each party will only disclose confidential or proprietary information received by it under this Agreement to personnel who have a need to know such confidential or proprietary information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such confidential or proprietary information.

13.4. Each party will adopt and maintain programs and procedures which are reasonably calculated to protect confidential or proprietary information, and will be responsible to the other party for any disclosure or misuse of confidential or proprietary information which results from a failure to comply with this provision. Each party will promptly report to the other party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended party to prevent, control, or remedy any such violation.

13.5. The obligations of each party specified above will not apply with respect to any confidential or proprietary information, if the receiving party can demonstrate, by reasonable evidence, that such confidential or proprietary information:

a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving party;

b) was already in the possession of the receiving party at the time of disclosure;

c) becomes known to the receiving party through disclosure by sources having the legal right to disclose such confidential information;

d) was independently developed by the receiving party without reference to, or reliance upon, the confidential information; or

e) was required to be disclosed by the receiving party to comply with applicable laws or governmental regulations, provided that the receiving party provides prompt written notice of such disclosure to the offended party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

13.6. If Client is subject to freedom of information legislation Vendor agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for Client pursuant to this Agreement.

13.7. Upon termination of this Agreement, each party will make all reasonable efforts to return to the other party all tangible manifestations, and all copies thereof, of confidential or proprietary information received by the other party under this Agreement, if requested to do so by the disclosing party.

14. INDEMNITY AND LIMITATIONS OF LIABILITY

14.1. Both Vendor and Client agree to defend, indemnify and hold harmless the infringing party and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the services performed by either party under this Agreement or by reason of any asserted act or omission, neglect or misconduct by a party or a party's agents or employees or any subcontractor or its agents or employees. The indemnity required hereunder shall not be limited by reason of the specification of any insurance coverage in this Agreement.

14.2. The liability of Vendor to Client for any losses or damages arising from the use of POSSE or from any other services covered under this Agreement will be limited to, at the discretion of Vendor, either the return of the current-year Annual Software as a Service Fee, or the repair of POSSE so that it will perform without Defect.

Copyright © 2023

14.3. Client SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL Vendor BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF POSSE, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT Vendor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.4. Subject to the provisions of Section 12.1, 12.2 and 12.3 above, Vendor agrees to indemnify and save Client harmless from any liability, damage, expense, or cost including, but not limited to, legal fees of a solicitor regarding any acts, duties, obligations, or omissions of the Vendor.

14.5. Subject to the provisions of Section 12.1, 12.2 and 12.3 above, Vendor will, at the request of the Client, assume the defense and the cost of any demand, claim, action, suit or proceeding of any nature brought against Client by reason of the error, action, or omission of the Vendor. Further, Vendor will pay any damages, awards, judgments, costs, or other amounts assessed against, or otherwise payable by Client as the result of the disposition of any such demand, claim, action, suit, or proceeding. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.

15. TERMINATION AND DEFAULT CONDITIONS

15.1. Vendor may terminate this Agreement if: Client fails to make required payments within 90 days of due date, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, Vendor will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, Vendor will have cause to terminate this Agreement.

15.2. Client may terminate this Agreement if: Vendor materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Vendor becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Vendor. If any of the above conditions are encountered, Client will provide written notice to Vendor and provide 30 calendar days for Vendor to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.

15.3. Client may terminate this Agreement, without cause, by giving Vendor 180 calendar days' notice of termination. If Client elects to terminate this Agreement, without cause, after the first 90 days but within the year term, an additional three months of Software as a Service Fee will apply, as a penalty for early termination.

15.4. Vendor may terminate this Agreement, without cause, by giving Client one year's notice of termination. If Vendor elects to terminate this Agreement, without cause, after the first 90 days but within the initial one year term, an additional six months of hosting service fees will be credited to the Client.

15.5. At the time that the obligations of each of the parties have otherwise concluded, it is understood and agreed that the provisions of Section 12 (OWNERSHIP OF SOFTWARE AND DATA) and Section 13 (CONFIDENTIAL AND PROPRIETARY INFORMATION) will continue in full force and effect.

Copyright © 2023

16. RIGHTS AND OBLIGATIONS

16.1. If either Vendor or Client terminates this Agreement, Vendor will retain all fees for products or services delivered to Client up to the date of termination. Vendor will refund a pro-rated portion of the Annual Software as a Service Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.

16.2. Any termination by Vendor as provided in this Agreement will not in any way operate to deny any right or remedy of Vendor, either at law or in equity, or to relieve Client of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

16.3. Any termination by Client as provided in this Agreement will not in any way operate to deny any right or remedy of Client, either at law or in equity, or to relieve Vendor of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

16.4. Upon termination of this Agreement, Client agrees to cease any and all operational use of POSSE software and further agrees to delete all POSSE software and databases. Vendor agrees to make reasonable provision for an extract of Client's operational data from Client's production POSSE database if requested by Client.

16.5. POSSE is subject to the export control laws of the United States and other countries. Client may not export or re-export POSSE software without the appropriate United States and foreign government licenses. Client must comply with all applicable export control laws and will defend, indemnify and hold Vendor harmless from any claims arising from Client's violation of such export control laws.

17. DISPUTES

17.1. Vendor and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within Vendor and Client will communicate regularly in order to review the status and priorities for the provision of services by Vendor and Client.

17.2. In the event of any dispute arising between Vendor and Client with respect to their rights and obligations under this Agreement, the party feeling itself aggrieved will notify the other party of the substance in writing of such grievance. Both parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:

- First level: the VP, Operations of Vendor and the Project sponsor for Client; and
- Second level: the President/CEO of Vendor and the Chief Executive for Client.

17.3. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon Vendor and Client.

18. WAIVER

18.1. No failure or delay on the part of either party to exercise any right or remedy hereunder will operate as a waiver of such right or remedy.

19. SUCCESSION

19.1. This Agreement will be binding on the legal successors or representatives of Vendor and Client. It will also be binding on any party that receives licensing and distribution rights to POSSE from Vendor.

Copyright © 2023

19.2. Any rights granted to either party under this Agreement may not be assigned by that party, or the successor to that party, without the prior written approval of the other party, which will not be unreasonably withheld.

20. FORCE MAJEURE

20.1. A delay in, or total or partial failure of, performance of either party in this Agreement will not constitute a default or termination or give rise to any claim for damages if such delay or failure is caused by any force majeure occurrence demonstrably beyond the reasonable control of the party.

20.2. Force majeure categories include acts of God; acts or inaction on the part of governmental authority; acts of war or the public enemy; or any other acts beyond the reasonable control of either party that result in either party being unable to carry on normal business operations for a period of one week or longer.

21. SEVERENCE

21.1. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement and all other provisions will remain in full force and effect.

22. GOVERNING LAW

22.1. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The parties irrevocably attorn to the jurisdiction of the courts of the State of Colorado.

23. TIME OF THE ESSENCE

23.1. Time is of the essence in this Agreement and in the performance of each provision of this Agreement.

Copyright © 2023

24. ACCEPTANCE OF AGREEMENT

24.1. This Agreement comprises the entire and sole POSSE Software as a Service Agreement between Vendor and Client. No other understandings or agreements, verbal or otherwise, exist for the licensing of POSSE. Vendor and Client agree not to change this Agreement except by written agreement.

Computronix (U.S.A.), Inc.	**<Full Client Name>**
_____	_____
Signature	Signature
_____	_____
Name	Name
_____	_____
Title	Title
_____	_____
Date	Date

Copyright © 2023

OPSWAT INC. TERMS OF SERVICE

Effective as of July 6, 2023

These OPSWAT Inc. Terms of Service (the "Terms") outline the terms regarding Your access and use of the Services (as defined in Section 1 below).

These Terms are a legally binding contract between You and OPSWAT Inc. ("OPSWAT"). If You do not agree with these Terms, do not register for any OPSWAT account, purchase Services directly or indirectly, or use the Services in any way.

By using or accessing the Services, or registering for any OPSWAT account, You agree to be bound by these Terms.

If You use the Services on behalf of an entity, You agree to these Terms on behalf of that entity and represent and warrant to OPSWAT that You have the authority to bind that entity to these Terms (in which event, "You" and "Your" refer to that entity).

1. DEFINITIONS

The following capitalized terms have the following meanings:

"Account Information" means Your Confidential Information that OPSWAT maintains for supporting You as an OPSWAT customer, consisting only of (a) names, emails, addresses, telephone numbers, and other business contact information of Your employees or independent contractors; (b) communications between You and OPSWAT relating to the performance of the Services; and (c) communications between You and OPSWAT relating to the negotiation of Quotes, SOWs, and other contracts governed by, incorporated into, and made part of these Terms.

"Affiliates" means, with respect to each party, entities that Control, are controlled by, or are under common Control with such party.

"Aggregated Data" means statistics, benchmarks, measures, and other information or data that is anonymized (i.e., de-identified, aggregated, or otherwise rendered not reasonably identifiable to any person or entity).

"API" means the application-programming interface You use to access certain functionality OPSWAT provides.

"Applicable Laws" means applicable national, federal, state, and local laws, rules, guidelines, court or government agency orders, and regulations.

"Available" means operable for access and use by You and Your authorized users.

"Claim" means a claim, demand, lawsuit, dispute, or proceeding.

“Cloud Services” means Services hosted on the Internet, including Software, made available to You for the Subscription Period.

“Control” means the beneficial ownership of more than fifty percent (50%) of the voting power or equity in an entity.

“Documentation” means OPSWAT then-current operating manuals, user instructions, technical literature, and functional materials describing the features, plans, options, and functions of the Services made generally available by OPSWAT to its customers or users, including user guides, knowledge base and release notes published at https://docs.opswat.com.

“Fees” means fees paid or to be paid by You for the Services pursuant to a Quote or other written agreement between You and OPSWAT.

“Feedback” means suggestions regarding features, functionality, modifications, enhancements, improvements, or performance.

“Force Majeure Event” means cause beyond the reasonable control of an affected party (including, without limitation, pandemic, war, wind, natural disaster, lightning, fire, earthquake, flood, hurricane, riots, acts of God, Internet service provider failures or delays, denial of Internet service attacks).

“Hardware Product” means a hardware device OPSWAT sells for the sole purpose of executing, delivering, or operating the specific Software supplied with the device.

“Insolvency Proceeding” means bankruptcy or insolvency proceeding.

“Intellectual Property” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights.

“Issue” means a single, reproducible problem affecting the features and functionality of the Services.

“Losses” means damages, attorney fees, expert witness fees, and litigation costs.

“Malware” means viruses, worms, time bombs, Trojan horses, and other malicious code, files, scripts, agents, or programs. License keys or other programs used by OPSWAT to terminate or suspend Your access to Services when You violate Section 6 (Use of Services; Acceptable Use) or Services use restrictions detailed in the Documentation or these Terms or exceed the Subscription Period shall not be considered Malware.

“MetaDefender Drive Hardware Product” means a hardware device OPSWAT sells for the sole purpose of executing, delivering, or operating the MetaDefender Drive Software supplied with the device.

"Online Store" means OPSWAT's e-commerce website located at https://metadefender.opswat.com/store, https://store.opswat.com, or OPSWAT's e-commerce website offered through third-party e-commerce providers.

"Open Source Software" means any software component made available via open source licenses.

"OPSWAT Academy" means OPSWAT's online critical infrastructure protection training and certification platform accessible at https://opswatacademy.com/.

"OPSWAT Community" means a free community site accessible at https://go.opswat.com/OPSWATCommunity (accessible through OPSWAT.com/Services) for OPSWAT customers, users, OPSWAT channel partners, and prospects to have discussions, share ideas, get help from each other, and suggest and vote on enhancements to OPSWAT products and services.

"Outsourced Providers" means third parties to whom You or Your Affiliates outsource information technology functions.

"Personal Data" means information relating to an identified or identifiable individual.

"Portal" means the OPSWAT Portal at https://portal.opswat.com.

"Process" means any operation or set of operations performed upon Your Personal Data, whether by automatic means, including collection, recording, organization, use, transfer, disclosure, storage, manipulation, combination, and deletion of Your Personal Data.

"Professional Services" means implementation, education, operational, or technical consulting related to the Software.

"Proof of Entitlement" means a record (i.e. invoice, payment receipt or confirmation, API or license key, product or license certificate) of the SKUs, types, quantities, and other use metrics of Your purchases from OPSWAT.

"Quote" means an enrollment or ordering document.

"Representatives" means a party's employees or independent contractors.

"Reseller" means an entity authorized by OPSWAT to resell licenses to the Services.

"Sanctions and Export Control Laws" means any law, regulation, statute, prohibition, or similar measure applicable to the Services and/or to either party relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes or any other restrictive measures, including, but not limited to, those administered and enforced by the European Union, the United Kingdom, and the United States, each of which shall be considered applicable to the Services.

“Scheduled Downtime” means any time the Service is not Available due to OPSWAT’s scheduled maintenance of the Services previously announced to You via email or notice sent to Your Portal account.

“Services” means, collectively, OPSWAT’s websites (including OPSWAT Community and OPSWAT Academy), products, services (including Cloud Services), Online Stores, Software, Support, Portal, and other properties OPSWAT owns or operates.

“Site” means https://www.opswat.com.

“Software” means OPSWAT-branded software, releases, tools and utilities.

“SOW” means a statement of work issued by OPSWAT that describes the Professional Services.

“Subscription Period” means the duration of Your Software, Cloud Services, or Hardware Products specified in a Quote or Online Store Services plan, commencing on the start date, and continuing up to the end date. If the Subscription Period is renewed, then the renewal period shall be considered part of the Subscription Period.

“Support” means telephone, email, chat, or web assistance in the resolution of an Issue You report to OPSWAT.

“Taxes” means all transaction taxes, including foreign withholding taxes, and local, state, provincial, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added taxes, excise, use, goods and services taxes, and consumption taxes.

“Third-Party Engines” means any antivirus engines licensed by OPSWAT from Third-Party Providers.

“Third-Party Products” means software, code, applications, services, products, files, or data from OPSWAT’s Third-Party Providers.

“Third-Party Providers” means OPSWAT licensors or suppliers.

“You” and “Your” means a natural person or entity that is the customer, end user, or user of Services.

“Your Content” means all uploaded files, submitted hashes, application and dependent files, and metadata associated with all files (including hash values, scan results, application intelligence, and vulnerabilities), photos, drawings, documents, or other media, Personal Data, content, communications, or material in any format uploaded, posted, provided, or otherwise made accessible by You to OPSWAT in connection with Your access and use of the Services.

“Your Personal Data” means Personal Data that You provide or make available to OPSWAT, or that OPSWAT otherwise Processes on Your behalf, in each case, in connection with the provision of or as a part of the Services pursuant to these Terms at any time until the expiration or termination of the Terms or the Services.

2. CHANGES TO THESE TERMS

OPSWAT reserves the right to modify these Terms and will post the most current version of these Terms at https://www.opswat.com/legal. If OPSWAT makes material changes to these Terms, OPSWAT will notify You via the Services and/or email You at the email associated with Your Portal or OPSWAT Online Store account. Your continued use of Services after OPSWAT publishes or notifies You about OPSWAT’s changes to these Terms means You consent to the updated terms. However, should any such changes or updates occurring during the then-current Subscription Period or renewal term diminish the benefit of these Terms to You, such changes will not take effect for You until the start of the next renewal term. By continuing to use the Services upon renewal, You will have accepted those changes. It is Your responsibility to check the then-current version of these Terms on the OPSWAT website for changes prior to the next renewal term.

3. YOUR ACCOUNT

(a) Certain aspects of the Services may require You to obtain an account by completing a registration form and designating a user ID and password. When registering with OPSWAT You must: (i) provide true, current, accurate, and complete information about Yourself on the registration form and (ii) maintain such information so it continues to be true, current, accurate, and complete.

(b) You are entirely responsible for Your Content and all activities occurring under Your account. You are responsible for maintaining the confidentiality of, and You agree not to share or transfer account passwords, access designations, and API keys. OPSWAT will not be liable for loss or damage You incur. Only You may use Your OPSWAT account. If You become aware of unauthorized use of the Services or Your account, or have questions about Your account, contact OPSWAT Support at https://www.opswat.com/support/contact-support.

(c) If an entity (e.g. employer) provided You with Your account, this entity has rights to Your account and may: (i) manage Your account (including suspending or canceling); (ii) reset Your password; (iii) view Your usage and data, including how and when Your account is used; and (iv) view Your other devices connected to the entity’s network. If You are an entity, You are solely responsible for ensuring that You have a lawful basis under Applicable Laws to perform the actions listed in the aforementioned (i)-(iv).

(d) Online Stores. To create an account to make purchases through OPSWAT’s Online Stores:

(i) You must use an email from an entity or registered domain (i.e. employer, not free email domains such as Hotmail, Gmail, Yahoo, Outlook).

(ii) You must be at least 18 years of age.

(iii) You agree that OPSWAT may terminate the Services and refund Your payments if you are employed by or represent an entity in the cybersecurity industry, which OPSWAT determines in its sole discretion it does not desire to do business with through its Online Stores.

(iv) You agree that OPSWAT may terminate the Services and refund Your payments, prorated for Services unused, within forty-eight (48) hours of receiving Your payments if OPSWAT determines in its sole discretion it does not desire to do business with You through its Online Stores.

(v) You may not purchase Services as an individual for personal use only, unless specifically provided in Section 26 (Specific Services Terms) for the Services You purchased.

4. ELECTRONIC COMMUNICATIONS

By registering an account with OPSWAT or purchasing or signing up for Services, You understand OPSWAT may send (including via email) You information regarding the Services, such as: (a) notices about Your use of the Services, including use violations; (b) updates to the Services and new features, functionalities, services, or products; (c) promotional information regarding OPSWAT or third party products and services; and (d) Proof of Entitlements. You may unsubscribe by following the instructions in the notices or managing Your email subscriptions at https://www.opswat.com/manage-your-communication-preferences.

If You do not consent to receive notices (other than promotional information) electronically, stop using the Services.

5. YOUR CONTENT; PRIVACY

(a) The OPSWAT Privacy Policy identifies how OPSWAT collects, stores, protects, and uses certain information collected about You to operate and provide the Services. You acknowledge Your use of the Services is subject to the Privacy Policy, and You agree to the Privacy Policy.

(b) You represent and warrant that You are either the original owner of Your Content or You have the necessary rights and permissions to authorize OPSWAT to use Your Content. You agree to give OPSWAT evidence of such rights and permissions if OPSWAT requests.

(c) You are responsible for taking and maintaining appropriate steps to protect the confidentiality, integrity, and security of Your Content, including but not limited to: (i) controlling access that You provide to Your end users; and (ii) backing up Your Content.

(d) You grant OPSWAT a non-exclusive, worldwide, royalty-free license to access and use Your Content to perform its obligations and exercise its rights under these Terms.

(e) The Data Processing Addendum located at https://www.opswat.com/legal is incorporated by reference into these Terms if Applicable Laws require OPSWAT to enter into an agreement with You regarding OPSWAT's processing of Your Personal Data.

(f) Aggregated Data. OPSWAT may collect, develop, create, extract, compile, synthesize, analyze, use, and/or commercialize, or share with third parties, Aggregated Data for a variety of purposes, including to: (i) maintain, improve, market, and promote our Services; (ii) identify, understand, and anticipate performance and security issues and the factors that affect them; (iii) provide updates, enhancements, and personalized experiences to our customers; and (iv) research and develop new products and services. OPSWAT retains all intellectual property rights with respect to such Aggregated Data.

6. USE OF SERVICES; ACCEPTABLE USE

If You have entered into a paid transaction with OPSWAT evidenced by a Proof of Entitlement, subject to Your compliance with these Terms, OPSWAT grants you a non-exclusive, non-transferable (except as expressly provided in the "Assignment" provision of Section 24 (Miscellaneous)), non-sublicensable license to access and use the Services as described in the Proof of Entitlement in accordance with any applicable Documentation solely for Your internal use during the Subscription Period.

If You use or access Services for free, subject to Your compliance with these Terms, OPSWAT grants you a non-exclusive, non-transferable, non-sublicensable license to access and use the Services in accordance with any applicable Documentation solely for Your personal use.

You may not reproduce, resell, or distribute any portion of the Services (including using any portion of OPSWAT's Services for the development, production, or marketing of a product or service) for any purpose without express written permission from OPSWAT.

You agree You will not, nor will You encourage or assist others to, harm the Services or use the Services to harm others.

You must not: (a) conduct activity designed to overload, harm, impede the normal functioning, damage, disable, overburden, or impair the Services (or any network connected to the Services); (b) make generally available to third parties as a billable service, resell, redistribute, package, repackage, sell, rent, sub-rent, lease, sub-license, or sublease the Services or any part of it (except as expressly provided in the "Assignment" provision of Section 24 (Miscellaneous)); (c) use unauthorized means to modify, reroute, or gain access to the Services or OPSWAT's servers, computers, or databases, or attempt to carry out these activities; (d) use any malicious automated process or service (such as Malware bots, spiders, or periodic cachings of information stored by OPSWAT) to access or use the Services; (e) violate the allocations and amounts, and the features and functionality provided in that Service; (f) use the Services to violate Applicable Laws or distribute Malware; (g) distribute, post, share, use information for which You do not own the necessary Intellectual Property rights or licenses (including but not limited to publicly attributing Services results from Third-Party Providers, OPSWAT channel partners, or Anti-malware engines without the appropriate third party's

express written permission); (h) mine information from the Services to obtain Personal Data; (i) disclose, conduct, perform, publicly display, publish, or republish the results of benchmark, performance, comparison, or competitive tests or analysis involving the Services for any reason or purpose without OPSWAT's prior written approval; (j) reverse-engineer (including reverse compiling to ensure interoperability), decompile, disassemble, modify, translate, or make any attempt to discover or gain access to the source code, source files, or structure of all or any portion of Services or create derivative works from Services; (k) transfer or use node-locked Software to hardware other than Hardware Products on which Software was originally installed, or use Software with grey-market hardware; (l) remove any copyright or other proprietary notations from the Services or the Documentation; or (m) use a Service in any manner not authorized by these Terms.

OPSWAT retains the right to block, or otherwise prevent delivery, of any file, email, or other communication to or from the Services.

You agree to comply with Services use restrictions detailed in the Documentation for the specific Services.

ITAR. International Traffic in Arms Regulations ("ITAR") controls the dissemination of technical data related to weapons, weapon systems, and other defense articles contained on the U.S. Munitions List. You agree not to use or allow a third party under Your control to submit content that is subject to ITAR maintained by the U.S. Department of State (i.e. ITAR-controlled technical data), or otherwise cause OPSWAT to provide a Defense Service as defined in ITAR.

Permitted Third Party Usage. You may permit Your employees and agents, Your Affiliates, and Your Outsourced Providers to use the Services provided that: (a) Your employees and agents, Your Affiliates, and Your Outsourced Providers shall only use and/or operate the Services, in accordance with the rights and restrictions granted herein; (b) the actual usage of Services by You, Your employees and agents, Your Affiliates, and Your Outsourced Providers in aggregate shall not exceed any aggregate limits in the Proof of Entitlement You purchased; (c) You shall ensure that Your employees and agents, Your Affiliates, and Your Outsourced Providers understand and comply with these Terms; and (d) You shall be responsible for the acts and omissions of Your employees' and agents', Your Affiliates', and Your Outsourced Providers' use of the Services.

Compliance with Export Control Laws. You represent and warrant that neither You nor any party that owns or controls or is owned or controlled by You is (i) a resident of, located in, or organized under the laws of any country or region subject to economic or financial sanctions or trade embargoes imposed, administered, or enforced by the European Union, the United Kingdom, or the United States; (ii) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce's Denied Persons List or Entity List; or any other sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States; or (iii) otherwise the target or subject of any Sanctions

and Export Control Laws. You further represent and warrant that You will not, directly or indirectly, export, re-export, transfer, or otherwise make available (a) the Services, or (b) any data, information, software programs and/or materials resulting from the Services (or direct product thereof) to any country, region, or person described in this clause or in violation of, or for purposes prohibited by, Sanctions and Export Control Laws, including for proliferation-related end uses.

7. SUSPENSION AND TERMINATION OF THE SERVICE

OPSWAT may suspend or terminate the Services or Portal access, at any time, in its sole discretion, if OPSWAT reasonably believes in good faith that You are in violation of the Terms or Applicable Laws, and Your material breach of these Terms cannot reasonably be cured, or if such breach is capable of being cured, You have not cured it within 30 days of notice by OPSWAT.

8. OPSWAT PROPRIETARY RIGHTS

All contents of the Site and Services, including but not limited to logos, designs, text, software, technical drawings, configurations, graphics, files, icons, images, audio clips, and their compilation (meaning the selection, collection, assembly, arrangement) and OPSWAT Confidential Information belong to OPSWAT, and/or its Third-Party Providers or Affiliates.

OPSWAT or its Third-Party Providers or OPSWAT Affiliates own and reserve all right, title, and interest in and to the Services and all hardware, software, and other items used to provide the Services, other than the rights expressly granted to You to use the Services and OPSWAT Confidential Information. No title to, or ownership of, Intellectual Property or proprietary rights related to the Services or OPSWAT Confidential Information is transferred to You pursuant to these Terms.

Feedback. In the event You make Feedback that OPSWAT adopts for its products or services, such Feedback shall be deemed automatically assigned under these Terms to OPSWAT and become the sole and exclusive property of OPSWAT. Prior to submitting Feedback to OPSWAT, You agree to obfuscate Your Personal Data and Confidential Information.

Trademarks. The Services include marks and trademarks that belong to OPSWAT, as described in OPSWAT's Copyright and Trademarks disclosures on www.opswat.com/legal. All other trademarks, service marks, registered trademarks, or registered service marks are the property of their respective owners.

This Section 8 (OPSWAT Proprietary Rights) survives expiration or termination of the Terms or the Services.

9. OPEN SOURCE SOFTWARE

The Services may include Open Source Software. A list of Open Source Software is available on OPSWAT's Third-Party EULA website and will be updated from time to time.

Notwithstanding anything to the contrary in these Terms, OPSWAT makes no warranties in respect of Open Source Software in excess of the warranties set forth in the applicable open source license itself, and accepts no liability in respect of Open Source Software in excess of the limitation of liability set forth in the applicable open source license. If any license requires OPSWAT to provide source code, OPSWAT shall make such source code available to You according to the terms of the applicable open source license. To the extent required by the applicable open source licenses, the terms and conditions of such licenses shall apply to the Open Source Software in lieu of these Terms.

10. THIRD-PARTY PRODUCTS

The Services may operate or interface with Third-Party Products. If You use the Services in conjunction with Third-Party Products, You acknowledge and agree that such Third-Party Products may be licensed under license terms that grant You additional rights or contain additional restrictions, beyond those set forth in these Terms, and such additional license rights and restrictions are described or linked to in the applicable Documentation. You are responsible for complying with the terms for such Third-Party Products and OPSWAT does not provide support for Third-Party Products.

11. COPYRIGHT COMPLAINTS AND REMOVAL POLICY

OPSWAT respects the Intellectual Property of others and will respond to alleged copyright infringement notices that comply with Applicable Laws.

OPSWAT reserves the right to close Your accounts or remove information alleged to violate copyright laws or these Terms.

Report alleged copyright violations to:

Attn: Legal Department, OPSWAT Inc., 5411 Skycenter Dr., Suite 900, Tampa, FL 33607

12. CONFIDENTIAL INFORMATION

During Your use of the Services, either party may share with the other party Confidential Information, defined as non-public information (a) labeled or identified “confidential” (or the like), or (b) (either in writing or verbal) of a type that a reasonable person should understand to be confidential, including without limitation, Personal Data, a third party’s information, discounts, pricing, strategic roadmaps, product plans, product designs, architecture, technology and technical information, security processes, security audit reviews, business and marketing plans, business processes, credit card/banking information, and information contained in Your account.

Confidential Information does not include information a receiving party’s written records show was: (a) already known to receiving party at the time of disclosure; (b) disclosed to the receiving party by a third party who had the right to make such disclosure without confidentiality restrictions; (c) or through no fault of the receiving party has become, generally

available to the public; or (d) independently developed by receiving party without use of the disclosing party's Confidential Information.

You represent and warrant that You have a lawful basis under Applicable Laws to share Your Confidential Information with OPSWAT (including obtaining any and all consents and authorizations and/or providing any notices required under Applicable Laws to allow OPSWAT to process Your Personal Data and transfer Your Personal Data internationally).You understand and agree that the only Personal Data OPSWAT requires from You to provide You with the Services consists of names, emails, addresses, telephone numbers, and other business contact information relating to Your Representatives involved in carrying out the obligations under the Terms. OPWAT hereby advises and You acknowledge that OPSWAT does not want or need other Personal Data to provide the Services. You understand that You are solely responsible for obfuscating any Personal Data contained in files or metadata You upload to the Services or provide to OPSWAT.

Both parties agree to: (a) treat each party's Confidential Information with the same degree of care a party treats its own Confidential Information, but not less than reasonable care; (b) use each party's Confidential Information only in connection with these Terms and the Services; and (c) only share Confidential Information with third parties who have a need to know to carry out these Terms or as needed for the Services, and signed a non-disclosure agreement to treat Confidential Information as confidential or have confidentiality obligations (e.g. professional responsibility rules) no less restrictive than this Section 12 (Confidential Information).

If the receiving party is requested or compelled by Applicable Laws to disclose the disclosing party's Confidential Information ("Compelled Disclosure"), the receiving party's disclosure of such Confidential Information shall not constitute a breach of these Terms provided that the receiving party gives the disclosing party prompt written notice, unless notice is prohibited by Applicable Laws, so that the disclosing party may seek an appropriate remedy. The receiving party shall (a) disclose only that portion of the Confidential Information necessary to comply with Applicable Laws, (b) assert the privileged and confidential nature of Confidential Information against the third party seeking disclosure; (c) reasonably cooperate with disclosing party to protect against disclosure and/or obtain a protective order narrowing the scope of the Compelled Disclosure at disclosing party's expense; and (d) continue to treat Compelled Disclosures as confidential in other respects.

Confidential Information always remains the property of its owner.

Upon termination or expiration of the Terms, or upon written request of the disclosing party, the receiving party shall promptly return to the disclosing party or destroy, to the extent commercially and technically feasible, all tangible materials (e.g. notes) and copies thereof, containing the Confidential Information, except the receiving party may retain copies of disclosing party's Confidential Information (a) stored electronically on data archives or back-up systems or (b) to comply with Applicable Laws applicable to the receiving party, provided that such copies shall be subject to the terms of these Terms while in receiving party's possession.

This Section 12 (Confidential Information) survives expiration or termination of the Terms or the Services.

13. SUPPORT AND SERVICES UPDATES

Support. OPSWAT generally describes its Support options at https://www.opswat.com/support, which OPSWAT may update at its sole discretion.

Services. OPSWAT may discontinue any of its products, services, or Third-Party Products, and all related Support (also known as "end of life"); add or remove functionalities or features; or suspend or stop the Services altogether, without notice for Services OPSWAT provides for free, and with notice according to OPSWAT's End of Sale and End of Support Policy.

Services Updates. OPSWAT may make unscheduled deployments of changes, releases, improvements, or enhancements to the Services any time. During such deployments, You acknowledge certain features and functionality of the Services may be unavailable and outages may occur.

Portal Availability. OPSWAT uses commercially reasonable efforts to make the Portal available 24 hours a day, 7 days a week, except for: (a) planned downtime (which OPSWAT gives notice), and (b) unavailability caused by a Force Majeure Event.

OPSWAT Community. The OPSWAT Inc. Community Terms of Service ("Community Terms") outline the terms regarding Your use of the OPSWAT Community. You acknowledge Your use of the OPSWAT Community is subject to the Community Terms, and You agree to the Community Terms.

14. FEES; TAXES

Fees. OPSWAT offers free and paid Services. If You choose a paid Service, You agree to pay the Fees when You purchase that Service. OPSWAT reserves the right to change its Fees any time in connection with subsequent purchases. Discounts and changes in Fees do not apply to completed purchases. However, if OPSWAT offered a specific duration and Fees for Your use of the Services, OPSWAT agrees the Fees will remain in force for that duration.

Taxes. All Fees for Services do not include Taxes. OPSWAT may calculate Taxes payable by You based on the billing information You provide at the time of purchase. All Fees are payable in full and without reduction for Taxes. You shall not withhold from Fees the Taxes imposed upon You by a taxing authority. You are responsible for paying all Taxes associated with Fees, excluding OPSWAT income taxes. If You are legally entitled to an exemption from the payment of Taxes, You will promptly provide OPSWAT with legally sufficient tax exemption certificates for each taxing jurisdiction for which You claim exemption. Unless otherwise prohibited by law, OPSWAT will apply the benefits of a requested tax exemption to charges after the date OPSWAT receives and reasonably processes the tax exemption certificates.

Currency. You will pay the Fees in the currency OPSWAT quotes at the time of purchase. OPSWAT reserves the right to change the eligible currencies any time. You are responsible for all charges related to using the purchased Services (including data charges and currency exchange settlements).

Non-refundable and No Cancellation. Except as specifically set forth in these Terms, all payment obligations are non-cancelable, and all payments made are non-refundable, to the extent not prohibited by Applicable Laws.

This Section 14 (Fees; Taxes) survives expiration or termination of the Terms or the Services.

15. BILLING/PAYMENT

If You select a paid Service, You must provide OPSWAT current, complete, accurate, and authorized payment method information. You authorize OPSWAT or its third party payment processing service provider (e.g. PayPal, Stripe) to immediately charge Your payment method for the Services You select. Upon receiving Your payment, OPSWAT will provide You a Proof of Entitlement.

You shall pay Fees according to the payment terms in a Quote. Failure to pay charges or Fees may result in the suspension or termination of Services.

At OPSWAT's discretion, past due amounts may accrue a late fee equal to the lesser of (a) 1.5% per month, or (b) the maximum Applicable Laws allow.

This Section 15 (Billing/Payment) survives expiration or termination of the Terms or the Services.

16. DURATION; TERMINATION

Duration. If You choose a paid Service, the Terms shall remain in effect until the expiration of the applicable Subscription Term, unless earlier terminated pursuant to this Section 16.

Duration for Online Store Purchases. When You make purchases through OPSWAT Online Stores, You may select from the duration options provided to You.

Termination for Cause. Either party may terminate these Terms or the Services for cause upon twenty (20) days' written notice to the other party of a material breach of the Terms (which, for the avoidance of doubt, includes non-payment in full of applicable Fees) if such breach remains uncured after the expiration of such period. If You purchase through a Reseller, OPSWAT may immediately terminate these Terms, upon twenty (20) days' written notice, due to Reseller's breach of its payment obligations to OPSWAT with respect to the Services Reseller is reselling to You in connection with these Terms. In such event, your only recourse to such termination shall be against the applicable Reseller.

Termination for Insolvency. Either party may terminate these Terms or the Services for cause if the other party becomes insolvent, admits in writing its inability to pay its debts as they

mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to an Insolvency Proceeding. The Cloud Services is a service, not goods, provided pro rata over the Subscription Period on a daily basis. Your use of the Services after an Insolvency Proceeding commencement is an actual, necessary cost and expense of preserving Your estate. Nothing herein limits OPSWAT's rights of offset or recoupment. OPSWAT is entitled to offset or recoup the value of Services provided after You become subject to an Insolvency Proceeding against any Claim brought by or on behalf of You, including state or federal preference, fraudulent transfer, or other avoidance action.

Post-Termination Obligations. Upon expiration or termination of these Terms or the Services for any reason, You will have thirty (30) days following the expiration or termination, and subject to Your prior written request, to retrieve Content remaining on the Services. After such thirty (30) days, You will have no further rights to access the Services, and OPSWAT may delete Content.

17. LIMITED WARRANTIES AND DISCLAIMERS

Mutual Warranties. Each party represents and warrants that: (a) these Terms has been duly authorized, executed, and delivered, and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of these Terms; (c) the execution, delivery, and performance of these Terms does not violate any other agreement to which it is a party or by which it is otherwise bound; and (d) it has the right to disclose its Confidential Information.

OPSWAT Warranty. OPSWAT warrants that it owns or has obtained all necessary rights from its Third-Party Providers to the Services. The Services are not warranted to be totally error-free.

Limited Cloud Services Warranty. If You enter into a paid transaction for Cloud Services with OPSWAT as evidenced by a Proof of Entitlement, in the event You report to OPSWAT, during the Subscription Period, the Cloud Services do not materially conform with the Documentation under normal use, and such non-conformity is reproducible and verifiable, OPSWAT, at its discretion, shall either (a) cure the non-conformity within thirty (30) days of verifying and reproducing the non-conformity You report, or (b) refund the prepaid Cloud Services not rendered. This Limited Cloud Services Warranty excludes non-conformity resulting from accidents, abuse, modifications, misapplication, or use of Cloud Services in a manner materially inconsistent with the Documentation.

Limited Software Warranty. If You enter into a paid transaction for Software with OPSWAT as evidenced by a Proof of Entitlement, the initially-delivered version of the Software shall materially conform to the Documentation for ninety (90) days, provided that You are on the then-current release of the Software made generally available by OPSWAT to its customers or users ("Software Warranty Period"). In the event You report to OPSWAT, during the Software Warranty Period, the Software does not materially conform with the Documentation under

normal use, and such non-conformity is reproducible and verifiable, OPSWAT, at its discretion, shall either (a) repair or replace the Software, or (b) refund the fees received for the non-conforming Software, prorated for the use period. This Limited Software Warranty excludes non-conformity resulting from accidents, abuse, unauthorized repair, modifications, misapplication, or use of the Software in a manner materially inconsistent with the Documentation.

Limited Support Warranty. If You enter into a paid transaction for Support with OPSWAT as evidenced by a Proof of Entitlement, OPSWAT warrants Support shall be provided in a professional and workmanlike manner with reasonable care, knowledge, experience, qualifications, resources, and skills. In the event You notify OPSWAT of non-conforming Support within seven (7) days of receiving the non-conforming Support, Your sole remedy shall be reperformance of the Support at no additional charge.

Limited Hardware Product Warranty.

This Limited Hardware Product Warranty applies only to Hardware Products You purchase or to which You subscribe for internal use, and not for resale.

Provided that You either: (i) sign up for a subscription to any Hardware Product; or (ii) purchase any Hardware Product:

(a) OPSWAT warrants the hardware components of the Hardware Products shall be free from material defects in design, materials, and workmanship, and will function, under normal use, in accordance with Documentation, for the following applicable time period (the "Hardware Product Warranty Period"):

(1) If You sign up for a subscription to the Hardware Product, the warranty period commences on the Hardware Product shipment date and co-terminates with Your Subscription Period.

(A) For subscriptions to MetaDefender Kiosk, MetaDefender USB Firewall, or MetaDefender Drive: Your Hardware Products shall stop working upon the termination of the Subscription Period. You are solely responsible for exporting any data from Your Hardware Products prior to termination of the Subscription Period. OPSWAT has no obligation to continue to store the data contained in Your Hardware Products after termination of the Subscription Period.

(B) For subscriptions to OTfuse, Netwall, and MetaAccess OT, along with subscriptions to any Hardware Products purchased from the Online Store: Your Hardware Products will continue to operate after expiration of the Subscription Period based on the last update implemented. However, all support and this limited warranty shall terminate and Your continued use of Your Hardware Products is entirely at Your own risk.

(2) If You purchase a Hardware Product, the warranty period commences on the Hardware Product shipment date and continues for a period of (1) year. You may purchase an extended Hardware Product Warranty Period by contacting OPSWAT Support via the methods listed on https://opswat.com/support/contact-support.

(b) In the event You report to OPSWAT, during the Hardware Product Warranty Period, the Hardware Product does not materially conform with the Documentation under normal use, and such non-conformity is reproducible and verifiable, OPSWAT, at its discretion, shall either (1) repair or replace the Hardware Product, or (2) refund Fees received for the non-conforming Hardware Product, prorated for the use period.

(c) All replacement parts furnished to You under this Limited Hardware Product Warranty may be new or refurbished, and warranted as new for the remainder of the Hardware Product Warranty Period.

(d) All component parts, which have been replaced, becomes OPSWAT property. All component parts that have been repaired remains Your property.

(e) Return or Replacement Procedures. If a Hardware Product or component part does not function as warranted during the Hardware Product Warranty Period, and such non-conformity is reproducible and verifiable, You shall comply with OPSWAT's return or replacement procedures, including without limitation: (1) obtain OPSWAT's prior written approval; (2) register the Hardware Product in Your Portal account; (3) present a Proof of Entitlement and certificate of origin; (4) provide OPSWAT the Hardware Product's identification number; (5) remove all features, parts, options, alterations, data, configuration settings, programs, and attachments not under warranty or provided by OPSWAT; (6) ensure the Hardware Product is free of legal obligations or restrictions that prevent exchange, including Hardware Product owner authorization to have OPSWAT service the Hardware Product; (7) backup and secure all programs and data in the Hardware Product; and (8) inform OPSWAT of changes to the Hardware Product physical location. In the event OPSWAT must repair or replace a Hardware Product at Your premises, You agree to provide OPSWAT sufficient work space and safe access to facilities.

(f) If you signed up for a subscription to MetaDefender Kiosk, MetaDefender USB Firewall, or MetaDefender Drive and OPSWAT chooses to replace such Hardware Product(s) or any component(s) thereof pursuant to subsection (b) above, OPSWAT may demand that You return the Hardware Product(s) or component(s) to the return location designated by OPSWAT within ninety (90) days after OPSWAT provides replacement of the Hardware Product(s) or component(s) thereof. Transportation costs incurred in connection with the return of a Hardware Product to OPSWAT shall be borne by OPSWAT. You agree to ship the Hardware Product or component part suitably packaged according to OPSWAT guidelines to the OPSWAT designated location. Transportation costs incurred in connection with the redelivery of a repaired or replacement Hardware Product or component part to You by OPSWAT shall be borne by OPSWAT; provided, however, that if OPSWAT determines, in its sole discretion, that the Hardware Product is not covered by this Limited Hardware Product Warranty or made after the Hardware Product Warranty Period, the repair or replacement costs, including shipping, shall be paid by You, and OPSWAT shall have no obligation to deliver the repaired or replaced Hardware Product or component part to You until You provide OPSWAT Your shipping carrier and account.

(g) You acknowledge that in order to perform this Limited Hardware Product Warranty, OPSWAT may ship all or part of the Hardware Product to third parties located anywhere in the world, and You authorize OPSWAT to do so.

(h) Hardware Product Warranty Exclusions. The Limited Hardware Product Warranty shall be void as to Hardware Products damaged or rendered unserviceable by: (1) improper or inadequate maintenance by anyone other than OPSWAT or OPSWAT's authorized Representatives; (2) software or interfacing supplied by anyone other than OPSWAT; (3) modifications, alterations, repairs, installations, openings, or additions to the Hardware Products by anyone not certified by OPSWAT or OPSWAT's authorized Representatives; (4) negligence by any person other than OPSWAT or OPSWAT's authorized Representatives; (5) misuse, abuse, accident, electrical irregularity, theft, vandalism, water, or Force Majeure Event; (6) damage caused by containment and/or operation outside the environmental specifications for the Hardware Products; (7) alteration or connection of the Hardware Products to systems, equipment, or devices (other than those OPSWAT specifically approved) without OPSWAT's prior approval; (8) governmental actions or inactions; (9) strikes or work stoppages; (10) Your failure to follow Documentation, including handling or storage not according to OPSWAT's guidelines or Services specifications; or (11) repair or replacement contrary to Applicable Laws.

(i) The Hardware Product Warranty Period is not extended when OPSWAT repairs or replaces a Hardware Product or component part.

OPSWAT, at its discretion, may change the availability of the Limited Hardware Product Warranty, but changes will not be retroactive, or affect existing signed Quotes.

Disclaimer of Warranties. EXCEPT AS PROVIDED IN THIS SECTION 17 (LIMITED WARRANTIES AND DISCLAIMERS), NEITHER PARTY NOR ANY OF ITS THIRD-PARTY PROVIDERS MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS, WARRANTIES OR CONDITIONS: (A) ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (B) OF: (I) SATISFACTORY QUALITY; (II) FITNESS FOR A PARTICULAR PURPOSE; (III) NON-INFRINGEMENT; OR (IV) INTEROPERABILITY WITH THIRD-PARTY PRODUCTS OR SERVICES; AND (C) THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS. NEITHER OPSWAT NOR ITS THIRD-PARTY PROVIDERS WARRANT THAT THE SERVICES SHALL ACCURATELY IDENTIFY ALL KNOWN MALWARE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF IMPLIED WARRANTIES. IN SUCH AN EVENT, THE ABOVE EXCLUSIONS WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

IF YOU ARE DISSATISFIED WITH THE SERVICES OR THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF THE SERVICES.

This Section 17 (LIMITED WARRANTIES AND DISCLAIMERS) survives expiration or termination of the Terms or the Services.

18. INDEMNIFICATION

Your Indemnification. You will defend and indemnify OPSWAT, its Affiliates, and their officers, Representatives, directors, successors and assigns ("OPSWAT Indemnified Parties"), against any third party Claim: (a) that Your, Your Affiliates', Outsourced Providers', or customers' use of the Services in breach of these Terms, infringes or misappropriates a registered trademark, copyright, trade secret, or United States registered patent (to the extent such infringement or misappropriation is not the result of OPSWAT's actions); (b) relating to Your, Your Affiliates', Outsourced Providers', or customers' use of the Services in violation of Services use restrictions (including Section 6 (Use of Services; Acceptable Use) and Section 26 (Specific Services Terms)); or (c) relating to the acts and omissions of Your Affiliates', Outsourced Providers', and customers' use of the Services. You will, with respect to any Claim against OPSWAT Indemnified Parties that is subject to this Section 18 (Indemnification), indemnify OPSWAT Indemnified Parties for Losses finally awarded against OPSWAT Indemnified Parties to such third party by a court of competent jurisdiction or agreed in settlement.

OPSWAT Indemnification. If You enter into a paid transaction with OPSWAT as evidenced by a Proof of Entitlement, OPSWAT will defend You, Your Affiliates, and their officers, Representatives, directors, successors and assigns ("Your Indemnified Parties"), against any third party Claim brought against Your Indemnified Parties alleging the Services infringe or misappropriate a United States registered patent, registered trademark, copyright, or trade secret, and indemnify Your Indemnified Parties from Losses finally awarded against Your Indemnified Parties by a court of competent jurisdiction as a result of, or for amounts paid by Your Indemnified Parties under a Claim settlement approved by OPSWAT in writing. If OPSWAT receives information about an infringement or misappropriation related to the Services, OPSWAT may in its discretion and at no cost to You (a) modify the Services so they are no longer claimed to infringe or misappropriate, (b) obtain a license for You to continue using the Services in accordance with these Terms, or (c) terminate Your rights to the Services upon thirty (30) days' written notice and refund You prepaid Fees, prorated for the use period. OPSWAT shall have no indemnification obligations with respect to (1) modification or alteration of the Services by anyone other than OPSWAT or without OPSWAT's written approval, or (2) Claims arising out of use of the Services, or any part thereof, (A) in combination with software, technology, processes, equipment, services, or other products not supplied by OPSWAT, or explicitly supported in the Documentation, if such Claims would have been avoided without such combination, or (B) not in accordance with these Terms.

Indemnification Process. Indemnification obligations shall be subject to the party seeking indemnification ("Indemnified Party") (a) notifying the other party ("Indemnifying Party") in writing within ten (10) days of receiving information of any threatened or actual Claim; provided, however, the failure to give notice shall not relieve the Indemnifying Party's obligations except to the extent that the Indemnifying Party is prejudiced by such failure; (b) giving the Indemnifying Party exclusive control and authority over the defense or settlement of

such Claim; (c) not entering into any settlement or compromise of any Claim without the Indemnifying Party's prior written consent; and (d) providing reasonable assistance requested by the Indemnifying Party.

Exclusive Remedy. This Section 18 (Indemnification) states Your sole and exclusive remedy against OPSWAT, and OPSWAT's sole liability to You, for Claims under this Section 18 (Indemnification).

This Section 18 (Indemnification) survives expiration or termination of the Terms or the Services.

19. LIMITATION OF LIABILITY

EXCEPT FOR INDEMNIFICATION OBLIGATIONS IN SECTION 18, TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL OPSWAT'S AND ITS AFFILIATES' TOTAL AND CUMULATIVE LIABILITY, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE TOTAL FEES PAID BY YOU TO OPSWAT FOR THE SPECIFIC SERVICES UPON WHICH THE FIRST EVENT GIVING RISE TO LIABILITY WAS BASED ("LIABILITY EVENT") DURING THE TWELVE (12) MONTHS PRECEDING THE LIABILITY EVENT DATE, OR ONE HUNDRED UNITED STATES DOLLARS (US $100), WHICHEVER IS MORE.

IN NO EVENT WILL OPSWAT BE LIABLE FOR YOUR COSTS TO PROCURE SUBSTITUTE GOODS OR SERVICES.

THE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE.

IN NO EVENT WILL OPSWAT OR ITS AFFILIATES BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COVER, LOSS OF PROFITS OR REVENUE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS, LOSS OF THE USE OF MONEY, LOST OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, LOSS OF, OR DAMAGE TO, OR CORRUPTION OF DATA, DAMAGE TO FIXTURES, STRUCTURES OR WIRING, OR ELECTRICITY LOSS, RESULTING FROM USE OF HARDWARE PRODUCTS) HOWEVER CAUSED, WHETHER BASED IN CONTRACT, TORT, WARRANTY, NEGLIGENCE, OR OTHER LIABILITY THEORY, EVEN IF OPSWAT HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSIONS OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THE ABOVE EXCLUSIONS WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

This Section 19 (LIMITATION OF LIABILITY) survives expiration or termination of the Terms or the Services.

20. GOVERNING LAW; VENUE; EQUITABLE RELIEF

Governing Law. These Terms will be construed and enforced in all respects in accordance with the laws of the State of Florida, U.S.A., without reference to its choice of law rules.

Venue. In the event of a Claim arising out of the Terms, the parties submit to exclusive venue in, and the exclusive jurisdiction of, federal and state courts, as applicable, located in Tampa, Florida, U.S.A.

Equitable Relief. The foregoing does not restrict either party from enforcing a judgment or seeking equitable relief without having to prove actual damages or posting bond from any court of competent jurisdiction.

English is the language governing these Terms.

This Section 20 (Governing Law; Venue; Equitable Relief) survives expiration or termination of the Terms or the Services.

21. MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER

READ THIS SECTION 21 CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

DO NOT RELY SOLELY UPON THE INFORMATION PROVIDED IN THESE TERMS WHEN DECIDING WHETHER TO AGREE TO SECTION 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER). THESE TERMS ARE NOT INTENDED TO CONTAIN A COMPLETE EXPLANATION OF THE CONSEQUENCES OF ARBITRATION OR WAIVER OF CLASS ACTIONS. CONDUCT FURTHER RESEARCH AND CONSULT WITH OTHERS, INCLUDING BUT NOT LIMITED TO AN ATTORNEY, REGARDING THE CONSEQUENCES.

You agree these Terms affect interstate commerce and the Federal Arbitration Act, 9 U.S.C. § 1 et seq. governs the interpretation and enforcement of these arbitration provisions, not state law. This Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER) is intended to be interpreted broadly and, subject to the Excluded Claims (as defined below), governs Claims between OPSWAT and You, including but not limited to Claims arising out of or relating to any aspect of the relationship between the parties, whether based in contract (including formation, performance, breach), tort (including intentional tort), statute, fraud, misrepresentation, or other legal theory, including consumer protection, advertising, common law; Claims arising out of or relating to these Terms, and/or Your download of, access to, or use of Services; Claims that arose before these Terms; and Claims that may arise after the termination or expiration of these Terms or the Services.

(a) Excluded Claims. “Excluded Claims” means Claims that can be resolved in the Small Claims Courts located in (1) San Francisco, California, U.S.A.: https://www.sfsuperiorcourt.org/divisions/small-claims, Department 506, 400

McAllister Street, San Francisco, CA 94102-4514 or (2) Tampa, Florida, U.S.A.: https://www.hillsclerk.com/Court-Services, Hillsborough County Courthouse, 800 E. Twiggs St. Tampa, FL 33602, Tel: (813) 276-8100.

(b) Initial Dispute Resolution. If You have a Claim involving OPSWAT, You agree that before taking formal action, You will email OPSWAT at Legal@opswat.com, and provide a written description of the Claim and Your contact information. The parties agree to use reasonable efforts to settle any Claim, and good faith negotiations shall be a condition to either party initiating a lawsuit or arbitration.

(c) Binding Arbitration. If the parties do not reach a mutually agreed solution within thirty (30) days from the time informal dispute resolution is initiated under Section 21(b), either party may initiate binding arbitration as the sole means to resolve Claims (except for Excluded Claims). Except for Excluded Claims, all Claims arising out of or relating to these Terms, the parties' relationship with each other, and/or Your use of the Services shall be finally settled by binding arbitration administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS") (or, if unavailable, such other similar group that can provide former judges as arbiters) in accordance with the JAMS Streamlined Arbitration Procedure Rules for Claims that do not exceed $250,000 and the JAMS Comprehensive Arbitration Rules and Procedures for Claims exceeding $250,000, in effect at the time the arbitration is initiated, excluding rules or procedures governing or permitting class actions, by a single arbiter who is (i) fluent in written and spoken English, and (ii) skilled and experienced with software, software-as-a-service applications, and Internet services.

(d) Confidentiality. The parties shall maintain the confidential nature of the arbitration proceeding and the award, including the arbitration hearing, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or as may be necessary in connection with a court application for a preliminary remedy, a judicial challenge to an award or its enforcement, or unless otherwise required by law or judicial decision.

(e) Venue. The place of arbitration may be (i) virtual, (ii) San Francisco, California, U.S.A or (iii) Tampa, Florida, U.S.A. You and OPSWAT agree to submit to the personal jurisdiction of federal or state courts located in San Francisco County, California, U.S.A. or Tampa, Florida, U.S.A. in order to compel arbitration, stay proceedings pending arbitration, or to confirm, modify, vacate, or enter judgment on the award entered by the arbitrator.

(f) Arbitrator's Powers. The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve all Claims (except for the Excluded Claims) arising out of or relating to the interpretation, applicability, enforceability, or formation of these Terms, including but not limited to any Claim that all or any part of these Terms is void or voidable, whether a Claim is subject to arbitration, any unconscionability challenge, or the question of waiver by litigation conduct. The arbitrator shall be empowered to grant whatever relief available in a court under law or in equity, subject to Section 19 (LIMITATION OF LIABILITY). The arbitrator's award shall be written and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The judgment of the arbitrator will be final and non-appealable (to the extent not inconsistent with Applicable Laws).

(g) Award. The arbitrator shall award to the prevailing party, if any, costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration. If a party prevails on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys' fees reasonably incurred by the prevailing party in connection with the arbitration.

(h) No Jury or Court Trial. The parties understand that, absent this Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER), they would have the right to sue in court and have a jury or court trial. They understand that, in some instances, arbitration costs could exceed litigation costs and the right to discovery may be more limited in arbitration than in court.

CLASS ACTION WAIVER. The parties agree that the arbitration shall be conducted in the party's respective individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND OPSWAT AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING, OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. NEITHER YOU NOR OPSWAT WILL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER OPSWAT CUSTOMERS OR USERS IN COURT OR IN ARBITRATION. You cannot seek relief that will affect other OPSWAT customers or users. The arbitral tribunal has no power to consider the enforceability of this Class Action Waiver and any challenge to the Class Action Waiver may only be raised in a court of competent jurisdiction. If any court determines this Class Action Waiver is void or unenforceable for any reason or an arbitration can proceed on a class basis, then the arbitration provisions set forth in this Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER) shall be deemed null and void in their entirety and the parties shall be deemed to have not agreed to arbitrate Claims.

30-Day Right to Opt Out. You may opt out and not be bound by Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER) by sending written notice (including name, physical address, email, telephone, and a clear statement that You want to opt out of this Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER)) to opt out to OPSWAT Inc., 5411 Skycenter Dr., Suite 900, Tampa, FL 33607, with a copy to: Legal@opswat.com, Attn: ARBITRATION AND CLASS ACTIONS WAIVER OPT-OUT, within thirty (30) days of Your acceptance of these Terms. Otherwise You shall be bound to arbitrate Claims in accordance with Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER). If You opt out of Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER), OPSWAT also will not be bound by Section 21.

This Section 21 (MANDATORY ARBITRATION AND CLASS ACTIONS WAIVER) survives expiration or termination of the Terms or the Services.

22. GOVERNMENT USERS

If You are a U.S. government entity or these Terms becomes subject to the Federal Acquisition Regulations, You acknowledge that elements of the Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and licensed to the U.S. government as commercial computer software subject to the restricted rights described in 48 C.F.R. 2.101 and 12.212 (or successor sections).

If You are an entity purchasing Services through the U.S. General Services Administration, 1800 F St, NW, Washington, DC 20405 ("GSA"), in the event of a conflict between these Terms and the GSA Acquisition Regulation ("GSAR"), the GSAR prevails for the specific provision in these Terms when agreed by OPSWAT in a Multiple Award Schedule contract.

This Section 22 (Government Users) survives expiration or termination of the Terms or the Services.

23. THIRD-PARTY REFERRALS

You agree that third parties (e.g. CrowdStrike Holdings, Inc., Salesforce, Inc.), which refer You to Services are not parties to these Terms and have no liability or responsibility to You or OPSWAT with respect to compliance or non-compliance with these Terms.

If You purchase Services from a Reseller, then different terms regarding invoicing, payment and taxes may apply as specified between You and the Reseller. You acknowledge that: (a) OPSWAT may share information with the Reseller related to Your use and consumption of the Services for account management and billing purposes; (b) Reseller is not authorized to make any changes to these Terms or otherwise authorized to make any warranties, representations, promises or commitments on behalf of OPSWAT or in any way concerning the Services; and (c) Your use of any Services purchased through a Reseller will be subject to these Terms.

24. MISCELLANEOUS

No Publicity. Except for Compelled Disclosures pursuant to Section 12 (Confidential Information), neither party will use the other party's name, logos, identifiers, trademarks, and symbols in any customer or vendor lists, advertisements, websites, news or press releases, releases to professional or trade publications, or in any document that a party plans to file with the Securities and Exchange Commission or other government authority, without the other party's written approval.

Severability. In the event any provision of these Terms becomes or is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the Terms continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the parties' intent.

Force Majeure. In the event that either party is prevented from performing, or unable to perform obligations under the Terms due to a Force Majeure Event (except for Your obligations under Sections 14 (Fees; Taxes) and 15 (Billing/Payment)), the affected party's performance will be excused and the time for performance extended for the period of delay or

inability to perform due to such occurrence; provided that the affected party: (a) provides the other party prompt notice (to the extent possible) of the nature and expected duration of the Force Majeure Event; (b) uses commercially reasonable efforts to address and mitigate the cause and effect of such Force Majeure Event; (c) provides periodic notice of relevant developments; and (d) provides prompt notice of the end of such Force Majeure Event. You understand that: (x) the Services may not be provided in countries listed on the Office of Foreign Assets Control sanction list; (y) Your rights to Services may be restricted in such countries; and (z) such prohibitions shall not constitute a Force Majeure Event.

Integration. These Terms constitute the entire agreement between the parties and supersedes all prior agreements or communications between the parties with regard to the subject matter. Subject to Section 2 (Changes to These Terms), these Terms may not be amended or modified except by a writing signed by each party. These Terms supersede and control over conflicting or additional terms and conditions of any purchase order, acknowledgement, confirmation, or other document You issue.

Assignment. You will not, directly, indirectly, by operation of law or otherwise, assign or transfer all or part of these Terms or its rights or delegate performance of its duties without the prior written consent of OPSWAT. Any attempted assignment or transfer by You without consent shall be void and of no effect. OPSWAT may assign the Terms without obtaining Your consent: (a) to an OPSWAT Affiliate; or (b) in connection with a successor in interest in a merger, acquisition, reorganization, sale of all or substantially all of the assets, or other change of control. Subject to the foregoing, the Terms will be fully binding upon, inure to the benefit of, and be enforceable by, the parties and their respective permitted successors and assigns.

Third Party Beneficiaries. Nothing in these Terms shall confer, or is intended to confer, on any third party any benefit or the right to enforce these Terms.

Relationship. The parties enter into the Terms as independent contracting parties. Neither party will have, or hold itself out as having, any right or authority to incur any obligation on behalf of the other party. These Terms will not be construed to create an association, joint venture, or partnership between the parties or to impose any partnership liability upon any party.

Nonwaiver. The failure of either party to insist upon or enforce strict performance of any Terms provision or to exercise rights or remedies under the Terms will not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision, right, or remedy in that or any other instance; rather, the same will remain in full force and effect.

Compliance with Laws. OPSWAT and You agree to comply with Applicable Laws, including but not limited to those relating to anti-corruption, anti-bribery (e.g., U.S. Foreign Corrupt Practices Act, as amended), and exports (including restrictions on destinations, end users, and end use).

Notices. Notice given by a party to any other party will be in writing and effective upon confirmed delivery as follows: (a) if to You, when sent via email or physical address specified

in a Quote or otherwise on record for You; and (b) if to OPSWAT, when sent via email to Legal@OPSWAT.com or 5411 Skycenter Dr., Suite 900, Tampa, FL 33607, Attn: Legal Department. A notice must specifically reference that it is a notice given under these Terms. Emailed notices will be considered given and received when the email is sent. You agree to accept service of process by mail.

This Section 24 (Miscellaneous) survives expiration or termination of the Terms or the Services.

25. EVALUATION USE

Notwithstanding anything to the contrary in these Terms, if a Service is provided to You for evaluation purposes, whether via Online Store, a Quote, or otherwise, You may use such Service only for internal evaluation purposes for a maximum of 30 days (or such other period specified by OPSWAT in writing at its sole discretion (the "Evaluation Period")). Prior to the end of the Evaluation Period, You may contact OPSWAT to subscribe to the Service to continue using the Service pursuant to these Terms. During the Evaluation Period, use of the Service is subject to these Terms, except that the Service is provided on an "as is" basis without any warranties of any kind and no use of the Service for penetration testing is permissible. OPSWAT may modify or terminate the Evaluation Period at any time and without notice, in its sole discretion. If You elect not to subscribe to the Service prior to the end of the Evaluation Period, the Service will terminate on the last day of the Evaluation Period. Any data that You enter into the Service during the Evaluation Period and any configurations made to the Service by or for You during the Evaluation Period may be permanently lost unless You purchase a subscription to the Service.

NOTWITHSTANDING ANYTHING IN THESE TERMS TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, UNDER NO CIRCUMSTANCES WILL OPSWAT OR ITS AFFILIATES BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY LOSS OF REVENUE OR PROFIT, INTERRUPTION TO BUSINESS, LOSS OF INFORMATION, OR ANY OTHER DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY, ARISING OUT OF YOUR USE OR INABILITY TO USE THE SERVICES FOR EVALUATION PURPOSES, WHETHER OPSWAT HAS BEEN ADVISED OF OR OPSWAT HAS POINTED OUT THE POSSIBILITY OF SUCH DAMAGES. YOU HAVE RELIED UPON YOUR OWN SKILL AND JUDGMENT IN ACQUIRING THE SERVICES FOR EVALUATION PURPOSES. TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT A COMPLETE LIMTATION OF DAMAGES AS SET FORTH HEREIN, YOU AGREE THAT YOUR DAMAGES SHALL BE LIMITED TO ONE HUNDRED U.S. DOLLARS (US $100). NOTHING HEREIN SHALL BE CONSTRUED AS ATTEMPTING TO ENFORCE RIGHTS AGAINST YOU BEYOND THOSE PERMITTED BY APPLICABLE LAWS.

26. SPECIFIC SERVICES TERMS

You agree to the following terms for the specific Services You purchase, use, or access:

A. Professional Services

If You engage us for Professional Services, the Professional Services Terms and Conditions located at https://www.opswat.com/legal/professional-services apply.

B. Hardware Products

Risk of loss passes to You upon shipment of the Hardware Product to You. It is Your sole responsibility to arrange applicable insurance covering the Hardware Products during transit to their destination.

Unless otherwise agreed by the parties in writing, OPSWAT at its option, may provide a new or refurbished Hardware Product.

You are solely responsible for complying with Applicable Laws relating to waste, health and safety, including without limitation EC Directive on Waste Electrical and Electronic Equipment (2002/96/EC) and The Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations (2002/95/EC), as amended, in connection with Your use, transport, and/or disposal of a Hardware Product.

If You have purchased a subscription to MetaDefender Kiosk, after three (3) continuous years of Your subscription to MetaDefender Kiosk, You are entitled to one (1) replacement of Your current MetaDefender Kiosk unit pursuant to the terms of the MetaDefender Kiosk Hardware Replacement Addendum.

C. MetaAccess

Except for planned downtime (which OPSWAT gives advance notice) OPSWAT shall make MetaAccess Available at least 99.9% of the time, excluding any Scheduled Downtime, as measured over the course of each calendar month during the Subscription Period.

If You implement the "Threat Detection" feature of MetaAccess (which is enabled by default), Your devices running the OPSWAT Client product ("Client") will periodically submit hash values of applications then running on these devices to OPSWAT's MetaDefender Cloud to determine if any such hash values are associated with known Malware based on prior Malware analysis of files corresponding to such hash values by MetaDefender Cloud. If hash values have not previously been analyzed for Malware by MetaDefender Cloud, the Client will upload the application file and dependent files to MetaDefender Cloud for Malware analysis.

If You choose within MetaAccess to collect information regarding other devices running on Your network with Client installed, You are responsible for ensuring that You have obtained any and all necessary consents and approvals from Your end users to collect such information as required under Applicable Laws (such as, but not limited to, the laws and regulations related to privacy and data protection).

Network Discovery. Network Discovery allows You to obtain information about the networks to which a chosen subset of Your managed devices connect. Depending on the subset of Your managed devices for which You enable Network Discovery, You may see information about networks owned or controlled by You, or networks not owned or controlled by You, including networks of third parties and personal networks ("Alternative Networks"). By turning on Network Discovery and selecting network devices for monitoring, You understand and agree to each of the following:

(a) You may receive limited information about other devices that may not be owned or controlled by You connected to the Alternative Networks, including local IP addresses, MAC addresses, hostnames, device types, and OS types;

(b) You represent and warrant to OPSWAT that You have the right to monitor other devices connected to the Alternative Networks; and

(c) You are solely responsible for obtaining any consents or authorizations required under applicable law to collect information relating to other devices connected to the Alternative Networks.

D. MetaDefender Platform (on-premises)

API Access. Subject to these Terms, You shall have a non-exclusive right, until the expiration or termination of the Terms or the Services, to incorporate the API into any application used by or on behalf of You for the sole purpose of accessing the Services, or accessing certain functionality of the Services, provided that such access is limited to the amount of API calls You purchase or offered at no charge. You agree to use Services results only for internal purposes, and not to use Services results provided by the API to build or enhance a commercially available product except in accordance with a joint development or channel partner agreement with OPSWAT.

Annual Plan. If You purchase the Annual Plan referenced in Section 16 (Duration; Termination), You are not permitted during the one-year billing cycle to reduce the number of Third-Party Engines for a refund of Fees.

Third-Party Engines. OPSWAT may add, replace, or discontinue use of Third-Party Engines used in any of OPSWAT's Services at OPSWAT's sole discretion.

Limited Third-Party Engine Warranty. If You enter into a paid transaction with OPSWAT as evidenced by a Proof of Entitlement and You choose one or more Third-Party Engines for use in Your Proof of Entitlement, OPSWAT warrants that Third-Party Engines You chose in Your Proof of Entitlement shall be made available to You during the Subscription Period. In the event OPSWAT discontinues or replaces a Third-Party Engine listed in Your Proof of Entitlement during the term listed in Your Proof of Entitlement, Your sole remedy shall be to select a new Third-Party Engine as currently offered by OPSWAT in the package provided to You.

Specific Third-Party Engine Terms. Certain packages of Third-Party Engines may include BitDefender SDK © BitDefender 1997-2022.

E. MetaDefender Cloud

Except for planned downtime (which OPSWAT gives advance notice) OPSWAT shall make MetaDefender Cloud Available at least 99.5% of the time (for Professional customers) or 99.9% of the time (for Enterprise customers), except for Scheduled Downtime, as measured over the course of each calendar month during the Subscription Period. For more information on MetaDefender Cloud's Professional and Enterprise offerings, please visit https://metadefender.opswat.com/licensing.

You agree to comply with any MetaDefender Cloud use restrictions detailed in MetaDefender Cloud Documentation.

If You enter into a paid transaction with OPSWAT as evidenced by a Proof of Entitlement, You may use the "private scanning" feature to delete any files uploaded to MetaDefender Cloud immediately following analysis. If You choose this option, files you submit to MetaDefender Cloud will not be shared with OPSWAT cybersecurity Third-Party Providers.

You understand OPSWAT will provide Prevention, Sandbox, and Reputation API results with a subset of the available Anti-malware engines referred to under "Anti-malware Engines" at https://metadefender.opswat.com/licensing.

You understand that each API key to MetaDefender Cloud has daily limits for scanning with Prevention API, Reputation API, and Deep CDR ("Rate Limits"), and You agree to comply with such daily limits. You can check Your daily limits by logging into Your MetaDefender Cloud account.

Additionally, You understand that OPSWAT may limit Your actions taken within MetaDefender Cloud per minute (e.g., scanning a file by upload, data sanitization request, retrieving scan reports, or scanning IPs, URLs, or domains) as stated on https://metadefender.opswat.com/licensing ("Throttling Limits").

If You are an existing MetaDefender Cloud customer or user, You may not purchase additional MetaDefender Cloud licenses or update Rate Limits or Throttling Limits for existing licenses through the Online Stores, and must contact OPSWAT at https://www.opswat.com/contact.

Purchases Through Online Store. When You purchase MetaDefender Cloud through OPSWAT's Online Store, You may select one of the duration options:

(a) A monthly plan with a period thirty (30) calendar days from the purchase date.

(b) An annual plan with a period three hundred sixty-five (365) calendar days from the purchase date. NOTE: Under the annual plan You will not be permitted during the one year to

cancel, downgrade Your MetaDefender Cloud subscription, or reduce the number of licenses, agents, usage limits, or named users.

If You select the monthly plan, You can switch to the annual plan any time. If You select the annual plan, You may not change to the monthly plan until the end of one year.

Unless either party notifies the other party in writing of its intent not to renew MetaDefender Cloud at least thirty (30) days' prior to the end of the then-current plan, Your MetaDefender Cloud subscription plan shall automatically renew at the then-current Fees for the same plan. OPSWAT or its third party payment processing service provider (e.g. PayPal, Stripe) will charge Your payment method on file on the first day of plan renewal.

F. MetaDefender Drive

Limited MetaDefender Drive Hardware Product Warranty. This Limited MetaDefender Drive Hardware Product Warranty applies only to MetaDefender Drive Hardware Products You purchase for internal use, and not for resale. If You enter into a paid transaction for MetaDefender Drive Software with OPSWAT as evidenced by a Proof of Entitlement:

(a) OPSWAT warrants the hardware components of the MetaDefender Drive Hardware Products shall be free from material defects in design, materials, and workmanship, and will function, under normal use, in accordance with Documentation, during the MetaDefender Drive Software Subscription Period ("MetaDefender Drive Hardware Product Warranty Period").

(b) In the event You report to OPSWAT, during the MetaDefender Drive Hardware Product Warranty Period, the MetaDefender Drive Hardware Product does not materially conform with the Documentation under normal use, and such non-conformity is reproducible and verifiable, OPSWAT, at its discretion:

(1) For the first reported non-conformity, shall either (A) repair or replace the MetaDefender Drive Hardware Product, or (B) refund Fees received for the non-conforming MetaDefender Drive Hardware Product, prorated for the use period.

(2) For the second and succeeding non-conformity, shall repair or replace the MetaDefender Drive Hardware Product according to OPSWAT's then-current price list.

Section 17 on Limited Hardware Product Warranty, paragraphs (c), (d), (e), (f), (g), (h), (i) apply to You.

G. MetaDefender USB Firewall

If You enter into a paid transaction for MetaDefender USB Firewall for internal use, and not for resale, with OPSWAT as evidenced by a Proof of Entitlement, the Limited Hardware Product Warranty in Section 17 (LIMITED WARRANTIES AND DISCLAIMERS) applies to You without purchase of OPSWAT's Platinum Hardware Support Plan.

H. OPSWAT Academy

1. Terms

By accessing OPSWAT Academy, You are agreeing to be bound by these Terms of Use, all applicable laws and regulations, and You agree that You are responsible for compliance with any applicable local laws. If You do not agree with any of these terms, You are prohibited from using or accessing OPSWAT Academy. The materials contained in OPSWAT Academy are protected by applicable copyright and trademark law.

2. Use License

Permission is granted to access OPSWAT Academy, including temporarily downloading one copy of any downloadable materials on OPSWAT Academy's website for personal, non-commercial transitory viewing only. This is the grant of a license, not a transfer of title, and under this license You may not:

- modify or copy the materials;
- use the materials for any commercial purpose, or for any public display (commercial or non-commercial);
- attempt to decompile or reverse engineer any software contained on OPSWAT Academy's web site;
- remove any copyright or other proprietary notations from the materials; or
- transfer the materials to another person or 'mirror' the materials on any other server.

This license shall automatically terminate if You violate any of these restrictions and may be terminated by OPSWAT at any time. Upon terminating Your viewing of these materials or upon the termination of this license, You must destroy any downloaded materials in Your possession whether in electronic or printed format.

3. DISCLAIMER

THE MATERIALS ON OPSWAT ACADEMY'S WEBSITE ARE PROVIDED "AS IS." OPSWAT MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, AND HEREBY DISCLAIMS AND NEGATES ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS. FURTHER, OPSWAT DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON ITS WEBSITE OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY SITES LINKED TO THIS SITE.

4. LIMITATIONS

IN NO EVENT SHALL OPSWAT BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA OR PROFIT, OR DUE TO BUSINESS INTERRUPTION) ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIALS ON THE OPSWAT ACADEMY WEBSITE, EVEN IF OPSWAT OR AN AUTHORIZED REPRESENTATIVE OF OPSWAT HAS BEEN NOTIFIED ORALLY OR IN WRITING OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, OR LIMITATIONS OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THESE LIMITATIONS MAY NOT APPLY TO YOU.

5. Revisions and Errata

The materials appearing on the OPSWAT Academy website may include technical, typographical, or photographic errors. OPSWAT does not warrant that any of the materials on its web site are accurate, complete, or current. OPSWAT may make changes to the materials contained on its web site at any time without notice. OPSWAT does not, however, make any commitment to update the materials.

6. Links

OPSWAT has not reviewed all of the sites linked to its website and is not responsible for the contents of any such linked site. The inclusion of any link does not imply endorsement by OPSWAT of the site. Use of any such linked website is at the user's own risk.

I. OPSWAT FileScan

1. FileScan On-Premises. If FileScan is installed on Your premises, You agree and acknowledge that You are solely responsible for ensuring that Your installation of FileScan is in an isolated and secure environment. If You choose to establish network connectivity for Your on-premises instance of FileScan, You assume sole responsibility for any and all liability arising from such network connectivity, including but not limited to any loss or unauthorized sharing of data You upload to FileScan.

2. FileScan Software-as-a-Service (“SaaS”). FileScan SaaS collects indicators of malware, virus, worm, Trojan horse, or other potentially malicious or harmful code or metadata (“Indicators of Compromise”) from Your uploaded files to: (i) analyze, characterize, attribute, warn of, and/or respond to threats found in Your uploaded files, (ii) analyze trends and performance, and (iii) improve FileScan’s dynamic analysis to better identify threats. For the avoidance of doubt, Indicators of Compromise exclude Your Personal Data and any other data identifying You. By using FileScan SaaS, You understand and agree that OPSWAT owns and retains all right, title, and interest (including all Intellectual Property rights) in and to the Indicators of Compromise.

3. OPSWAT’s FileScan environment is initially provided to You in a virtual machine with Windows 7, Windows 10, and the Microsoft Office product suite (collectively, the “Microsoft Products”) already installed on such virtual machine. Upon installation of FileScan, You are

solely responsible for (a) obtaining the appropriate licenses from Microsoft Corporation to use the Microsoft Products incorporated in FileScan; and (b) switching license keys and other license information for the Microsoft Products to Your own license keys. OPSWAT disclaims all representations, warranties, and obligations with respect to the Microsoft Products. For the avoidance of doubt, the Microsoft Products are Third-Party Products and the provisions in these Terms with respect to Third-Party Products shall also apply to the Microsoft Products.

Flairdocs™ End User License Agreement

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY IN ITS ENTIRETY. BY ACCEPTING THESE TERMS, YOU AFFIRM THAT YOU HAVE READ THIS END USER LICENSE AGREEMENT IN ITS ENTIRETY, ARE AWARE OF ALL TERMS, AND ACCEPT THE RESPONSBILITIES AND RESTRICTIONS SET FORTH HEREIN.

1. Definitions

For the purposes of this agreement, the following terms shall be defined as follows:

"Agreement" means this End User License Agreement.

"Authorized Entity" means the company, agency, firm, or other entity with which Flairsoft has a master agreement that governs the terms and scope the engagement between the entity and Flairsoft for use of Flairdocs™.

"Database" means the construct of tables within Flairdocs™ used for the input, collection, saving, searching, and retention of data for use by the Authorized Entity or User.

"Downloaded Data" means any data downloaded from the Databases by a User.

"Flairdocs™" means the software solution and any associated or ancillary related products, including, but not limited to, the source code, framework, and databases.

"Flairsoft Products" means Flairdocs™, including all updates, upgrades, modifications, and versions, as well as any other software product owned by Flairsoft for which the User has access.

"License" means limited, non-exclusive, non-transferable access to use Flairdocs™ solely for the internal business purposes of the Authorized Entity. A License granted to the User under this Agreement license runs part and parcel with the License of the User's Authorized Entity. Any change in the Authorized Entity's license may affect the conditions of the User's license without advanced warning.

"Usage Period" means the duration of time that the User is authorized to use Flairdocs™. This is initially determined and may be extended by mutual agreement of Flairsoft and the Authorized Entity.

"User" means the individual person who has been given access by means of dedicated username and password to use the Flairdocs™ software as a result of an Authorized Entity's separate agreement with Flairsoft.

2. License. Subject to the terms and conditions of this Agreement, Flairsoft grants to User a License, as defined in Section 1. Unless expressly permitted herein, User agrees not to:
(i) sell, lease, sublicense, assign or otherwise transfer the License;
(ii) copy, modify, publish, sell, export, distribute, transfer or perform, or prepare derivative works of, any part of Flairdocs™;
(iii) disclose, display or grant access to any part of Flairdocs™ to any person or entity who is not a User within the same organization as the Authorized Entity, including, without limitation, any consultant, sub-contractor or customer of the Authorized Entity; or
(iv) permit any other User or other third party to do any of the foregoing. User agrees to abide by any additional restrictions imposed by third-party content providers on the use of content supplied by such providers through Flairdocs™. Notwithstanding the foregoing, and provided that the User's Authorized Entity pays all required access and license fees, User shall be permitted to electronically download certain data ("Downloaded Data") from the Databases to the computers of the Authorized Entity and use such data in accordance with the terms set forth in this Agreement solely for its own internal operations and not for further transfer, distribution or resale. Each User's use of Flairdocs™ shall also be subject to all privacy policies, terms of use and terms of services posted on Flairsoft's website.

3. Usage Period and Termination. Each User's Usage Period runs with that of the User's Authorized Entity. Upon the termination or suspension of the Authorized Entity's license, User must immediately cease all use of Flairdocs™. Any action within Flairdocs™ following the termination or suspension of the Authorized Entity's license, including but not limited to logging in, searches, and data input/retrieval will be considered a material breach of this Agreement and Flairsoft may seek legal remedies against the User and/or the Authorized Entity for such breach.

4. Authorized Access and Use. Subject to the terms and conditions of this Agreement, only Users may access or use Flairdocs™. Notwithstanding the foregoing, Users may disclose the contents of Flairdocs™ to other employees of the Authorized Entity provided that such User: (i) reproduces all proprietary notices relating to Flairdocs™; (ii) identifies Flairsoft as the owner of Flairdocs™ and all intellectual property rights therein; and (iii) advises such other employees that use of Flairdocs™ is subject to the terms and conditions of this Agreement. The number of Users authorized to access and use Flairdocs™ is based solely on a separate agreement between the Authorized Entity and Flairsoft. Each User's username and password is personal to such User, and neither the User nor the Authorized Entity shall not permit any User to supply their usernames and passwords to other Users or to non-Users or to allow non-Users to access or use Flairdocs™. Except as otherwise permitted under this Section 4, User will not disclose the contents of the Databases, or any part thereof, to any person or entity, including parent, affiliate or subsidiary entities, other than a User, without Flairsoft's prior written consent. Each User and the Authorized Entity is mutually responsible for maintaining the confidentiality of the usernames and passwords issued to it and for any access to and use of Flairdocs™ that occurs through the use of such usernames and passwords. The Authorized Entity shall notify Flairsoft when any User is no longer employed by the Authorized Entity or if any User should otherwise be denied access to Flairdocs™.

5. Intellectual Property. Flairsoft is the owner or licensor of all worldwide copyrights, trademarks, service marks, patents, patent registration rights, trade secrets, know-how, database

rights and all other intellectual property rights in or relating to Flairdocs™, including, without limitation, all text, data, information, software (including source and object codes) and all other technology and content of any description, in visual, oral or digital form, embodied or included in Flairdocs™. The parties agree that this Agreement conveys no title to Flairdocs™ and no rights in Flairdocs™ other than those rights expressly provided herein.

6. Ownership of Flairsoft Products:

a. Warranty of Title - The Flairsoft warrants that it has all rights necessary to grant to the Authorized Entity. The rights granted hereunder are to use Flairsoft Products for the Authorized Entity's internal use only.

b. Retention of Rights by Flairsoft - All proprietary and intellectual property rights, title and interest including copyright in and to the original and all copies of Flairsoft Products and the documentation or any changes or modifications made to Flairsoft Products or related documentation shall be and remain that of Flairsoft. Authorized Entity and its Users have no proprietary and intellectual property rights, title or interest in or to any Flairsoft Products or related documentation except as expressly granted herein and shall at no time, whether before or after the termination of this Agreement, contest, assert or aid others in contesting, asserting or doing anything which otherwise impairs the validity of any proprietary and intellectual property rights, title or interest of Flairsoft in and to any Flairsoft Products or related documentation.

7. Trademarks: Flairsoft Products are marketed under certain registered or unregistered trademarks, which are the sole and exclusive property of the Flairsoft. User acknowledges and agrees that User acquires no interest in any of such trademarks by virtue of this Agreement or otherwise and shall not modify or alter such trademarks. User will comply with all reasonable rules and regulations furnished by Flairsoft with respect to use the Flairsoft Products marks. User shall not adopt or attempt to register any Corporate Mark based on Flairsoft's Corporate Marks or which is otherwise confusingly similar to any of Flairsoft's Corporate Marks, or use Flairsoft's Corporate Marks for purposes outside of this Agreement.

8. Uses of Flairsoft Products or Any Prior Versions Thereof Not Permitted:

a. User shall not copy, translate, alter, modify, sub-license, transfer, rent, lease, assign, time-share, in whole or in part, or provide unlicensed third-party access to Flairsoft Products, data, and related material. Any attempt to do so is void and constitutes a material default under this Agreement.

b. User shall not reverse engineer, decompile, or disassemble Flairsoft Products, or make any attempt to unlock or bypass any software/hardware key codes of Flairsoft Products or knowingly permit any User to do so, and any breach hereof shall constitute a material default under this Agreement.

c. User shall not remove or obscure any Flairsoft copyright, trademark, and/or proprietary rights notices or knowingly permit any User to do so, and any breach hereof shall constitute a material

default under this Agreement.

d. User shall not acquire any rights to Flairsoft Products other than for resale pursuant to the terms hereof.

e. User shall not engage in any illegal, unlawful or other activity regarding Flairsoft Products other than as expressly permitted by this Agreement. As applicable, User will comply with export laws.

9. No Warranties.
USER EXPRESSLY AGREES THAT USE OF FLAIRDOCS™ IS AT ITS SOLE RISK. FLAIRDOCS™ ARE AVAILABLE STRICTLY ON AN "AS IS," "AS AVAILABLE" BASIS. FLAIRSOFT, ITS LICENSORS AND ITS SUPPLIERS, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT FLAIRDOCS™ WILL BE TIMELY, COMPLETE, RELIABLE, ADEQUATE, ACCURATE, USEFUL, SECURE OR ERROR-FREE. FLAIRSOFT OBTAINS THE INFORMATION IN FLAIRDOCS™ FROM SOURCES BELIEVED TO BE ACCURATE, BUT CLIENT AND USER BOTH ACKNOWLEDGE THAT FLAIRDOCS™ MAY CONTAIN INACCURACIES OR ERRORS. FLAIRSOFT DOES NOT UNDERTAKE TO ADVISE USER OF ANY SUBSEQUENT CHANGES OR UPDATES TO FLAIRDOCS™. USER ACKNOWLEDGES THAT FLAIRSOFT PROVIDES FLAIRDOCS™ SOLELY FOR USE AS A RESEARCH TOOL, AND THAT FLAIRDOCS™ ARE NOT INTENDED TO, AND DO NOT, (i) SUGGEST OR SUPPORT SPECIFIC COURSES OF ACTION OR BUSINESS DECISIONS, OR (ii) CONSTITUTE RECOMMENDATIONS WITH RESPECT TO ANY CONTACTS, CONTRACTS OR BUSINESS OPPORTUNITIES. FLAIRSOFT EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR DECISIONS MADE, IN WHOLE OR IN PART,

10. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY NOR ITS RESPECTIVE LICENSORS AND SUPPLIERS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE OR DATA; COMPUTER VIRUSES; ERRORS, OMISSIONS OR DEFECTS IN FLAIRDOCS™ OR ANY INFORMATION CONTAINED THEREIN; AND LOSSES FROM INTERRUPTION, TERMINATION OR FAILED OPERATION OF FLAIRDOCS™) INCURRED BY ANYONE IN ANY MANNER WHATSOEVER IN CONNECTION WITH THE USE OR INABILITY TO USE FLAIRDOCS™, WHETHER IN AN ACTION IN CONTRACT, TORT OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE OR LIMITED REMEDY. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF FLAIRSOFT EXCEED THE FEE PAID BY THE AUTHORIZED ENTITY UNDER THIS AGREEMENT.

11. User Responsibilities.
User shall be responsible for acquiring and maintaining access to the Internet (including but not limited to, using the proper web browsers) in order to access and use Flairdocs™ and that Flairsoft shall not be liable for any failure of or interruption to such access and use resulting from failure or impairment of any network, software, web browser or equipment not under the control of Flairsoft. User shall be solely responsible for obtaining and maintaining all hardware and software necessary to download the Downloaded Data. User shall be responsible for installation and uninstall processes as well as updating the software upon release by Flairsoft.

User further agrees that Flairsoft shall have no obligation to make the Downloaded Data available to User in any particular format or to otherwise modify the Databases to allow User to download the Downloaded Data. Flairsoft shall, in its sole discretion, determine the format in which Downloaded Data will be made available to User.

12. Digital Millennium Copyright Act (Safe Harbor Provision)
Pursuant to 17 U.S. Code § 512 (aka "Safe Harbor Provision"), Flairsoft shall not be held liable for monetary relief or for injunctive or other equitable relief for infringement of copyright for (a) transitory digital network communications, (b) system caching, (c) information residing on systems or networks at the discretion of the User, or (d) providing access to information location tools. See the full text of 17 U.S. Code § 512 for more details.

13. General Provisions
This Agreement shall be governed and construed in accordance with the laws of the State of Ohio, without giving effect to the conflict-of-laws provisions thereof, and the parties consent to exclusive jurisdiction and venue in the federal courts (or, if no federal subject matter jurisdiction exists, then state courts) located in or serving Columbus, Ohio. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be stricken and the remaining provisions enforced. The failure by either party to act with respect to a breach of this Agreement does not waive the right of such party to act with respect to subsequent breaches. Headings are for reference purposes only and do not form part of the Agreement. The provisions of Sections 4, 5, 6, 7, 8, 9, 10, 12 and 13 will survive the expiration or termination of this Agreement. This Agreement sets forth the entire understanding between Flairsoft and the User with respect to the subject matter hereof and supersedes all prior or contemporaneous statements, agreements and understandings with respect to the subject matter hereof.

☐ I have read the terms of this Agreement and agree to all responsibilities and restrictions described herein.

Accept | Decline

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("AGREEMENT") GOVERNS YOUR (referred to herein as "SUBSCRIBER", "You," or "Your") ACQUISITION AND USE OF IRTH SOLUTIONS LLC (referred to herein as "IRTH," "We", "Us", or "Our") SERVICES.

BY ACCEPTING THIS AGREEMENT BY EXECUTING ANY ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY MAKING USE OF THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND ARE NOT AUTHORIZED TO ACCESS OR USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

It is effective between You and Us as of the date You accepted this Agreement.

TABLE OF CONTENTS

1. Definitions
2. irth Responsibilities
3. Subscriber Use of Services
4. Fees and Payment for Services
5. Proprietary Rights and Licenses
6. Confidentiality
7. Representations, Warranties, Exclusive Remedies and Disclaimers
8. Mutual Indemnification
9. Limitation of Liability
10. Terms and Termination
11. Insurance
12. General Provisions
13. Availability and Upgrades
14. Services Privacy Policy

STATEMENT OF AGREEMENT

IRTH and Subscriber hereby acknowledge the accuracy of the foregoing Background Information and hereby agree as follows:

1. DEFINITIONS. Unless otherwise stated in this Agreement, all of the capitalized terms in this Agreement shall have the following meanings:

1.1 "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with You or Us. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

1.2 "Agreement" means this Master Services Agreement, any amendment to this Agreement, and each Order Form incorporated herein by reference.

1.3 "Cloud Service" means products and services made available online by IRTH as described in the Documentation.

1.4 "Documentation" means the applicable Cloud Service's usage guides and policies, as updated from time to time, accessible by logging into the applicable Cloud Service.

1.5 "Intellectual Property Rights" means copyright, trademark, patent, publicity, trade secret, and all other intellectual property rights.

1.6 "Losses" means actual or alleged claims, allegations, suits, damages, liabilities, losses, expenses, costs, including court costs, collections fees, reasonable attorney's fees, or amounts payable under any judgment, verdict, court order, or settlement.

1.7 "Order Form" means a statement of work, ordering document or online order specifying the Services to be provided hereunder that is entered into between You and Us or any of Our or Your Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

1.8 "Professional Services" means any services provide to Subscriber hereunder excluding the Cloud Services, including without limitation any implementation, configuration, support or training services.

1.9 "Services" means the Cloud Services and Professional Services

1.10 "Subscriber Data" means all documents, information, and other data You provide or make available to Us in connection with our provision of the Services to you, including without limitation any data or information uploaded to the Cloud Services by You or Your Users or on behalf of You or Your Users.

1.11 "Subscriber Materials" means all text, images, settings, and other materials provided directly by the Subscriber, for use in connection with the Service. Subscriber Materials does not include any information, designs, processes or ideas introduced by IRTH for use in a project.

1.12 "User" means an individual who is authorized by Subscriber to use a Service, for whom Subscriber has ordered the Service. Users may include, for example, employees, consultants, contractors and agents.

1.13 "Cloud Service Credit" means:

1.1 If the Uptime Percentage is less than 99.9% but greater than or equal to 99.0%, Subscriber shall be eligible for a monetary credit equal to the value (as determined by the Fees) of three (3) days of the Cloud Services.

1.2 If the Uptime Percentage is less than 99.0% but greater than or equal to 95.0%, Subscriber shall be eligible for a monetary credit equal to the value (as determined by the Fees) of seven (7) days of the Cloud Services.

1.3 If the Uptime Percentage is less than 95.0%, Subscriber shall be eligible for a monetary credit equal to the value (as determined by the Fees) of fifteen (15) days of the Cloud Services.

1.14 "Uptime Percentage" means the total number of minutes in a Term minus the number of minutes of Unscheduled Downtime suffered in a Term, divided by the total number of minutes in a Term.

1.15 "Unscheduled Downtime" shall mean any interruption of one (1) minute or more in the availability of the Services to Subscriber (as measured by IRTH on the server side), wherein said interruption is not due to scheduled software or hardware upgrades as set forth in Section 12.2 below.

2. OUR RESPONSIBILITIES

2.1 Provision of Services. IRTH will (a) make the Services available to Subscriber pursuant to this Agreement and one or more Order Form, (b) provide IRTH's standard support for the Services to Subscriber at no additional charge, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (for which We will give You reasonable advance notice), and (ii) any unavailability caused by emergency maintenance or circumstances beyond our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil

unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.

2.2 Protection of Subscriber Data. IRTH will collect, use, disclose and protect Subscriber Data as set forth in the Services Privacy Policy, which is hereby incorporated into this Agreement by reference.

3. SUBSCRIBER USE OF SERVICES

3.1 Subscriptions. Unless otherwise provided in an Order Form, (a) Cloud Services are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

3.2 Usage Limits. Some Services are subject to usage limits, including, for example, the quantities specified in an Order Form. Unless otherwise specified, (a) a quantity in the Order Form refers to Users, and the Service may not be accessed by more than that number of Users, (b) a User's password may not be shared with any other individual, and (c) a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Service. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 4.2 below.

3.3 Subscriber Responsibilities. Subscriber will (a) be solely responsible for providing and maintaining equipment, software, and connections to the Internet as necessary to enable it and its Users to access the Services, (b) be solely responsible for each User's compliance with this Agreement, (c) be solely responsible for ensuring the security, confidentiality, and proper use, of all of User passwords and other credentials, (d) be solely responsible for all Losses arising from the use of User credentials by any individual (whether proper, improper, lawful, unlawful, authorized, or unauthorized), (e) be solely responsible for the accuracy, quality and legality of Subscriber Data and the means by which You acquired the Subscriber Data, (f) prevent unauthorized access to or use of Services through User credentials or any equipment, software or connections under Subscriber's control, (g) notify Us promptly of any actual or suspected unauthorized access to or use of any Service, and (h) use Services only in accordance with the Documentation and applicable laws and government regulations.

3.4 Usage Restrictions. Subscriber will not (a) make or attempt to make any Service available to, or use or attempt to use any Service for the benefit of, anyone other than Subscriber, (b) sell, resell, license, sublicense, distribute, rent, lease, or otherwise share the benefits of any Service, whether or not consideration is exchanged, (c) use or attempt to use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use or attempt to use a Service to store or transmit malicious code, (e) intentionally or unintentionally interfere with or disrupt the integrity or performance of any Service, (f) gain or attempt to gain unauthorized access to any Service or its related systems or networks, (g) intentionally or unintentionally permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit or otherwise violates this Agreement, (h) copy a Service or any part, feature, function or user interface thereof, (i) frame or mirror or attempt to frame or mirror any part of any Service, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (j) access any Service in connection with any efforts to build or design a competitive product or service, (k) reverse engineer or attempt to reverse engineer any Service, (l) modify or make any derivative uses of a Service, or any part thereof, (m) use any manual or automated data mining or similar data gathering or extraction method on any webpage, screen or other content contained in, generated by, or otherwise relating to a Service, or (n) intentionally or unintentionally permit any User to access or use or attempt to access or use the Services in a manner that violates this Agreement.

4. FEES AND PAYMENT FOR SERVICES

4.1 Fees. Subscriber will pay all fees specified in all executed Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, (iii) quantities purchased cannot be

decreased during the relevant subscription term and (iv) IRTH shall have the right to adjust fees for the Services on an annual basis.

4.2 Invoicing and Payment. We will invoice You in advance and otherwise in accordance with the applicable Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3 Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) We may condition future subscription renewals on payment terms shorter than those specified in Section 4.2.

4.4 Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our Services is 30 or more days overdue, We may, without limiting our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our Services to You until such amounts are paid in full. We will give You at least 10 days' prior notice that Your account is overdue, in accordance with Section 13.1, before suspending any Services to You.

4.5 Payment Disputes. We will not exercise our rights under Section 4.3 or Section 4.4 above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with the Services hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 4.6, We will invoice You and You will pay that amount unless You provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4.7 Future Enhancements. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

4.8 Monitoring. IRTH may, at its sole discretion, monitor Subscriber's use of the Services – including Subscriber's compliance with any contractual usage limits, the identity and employment status of its Users, the use and protection of User credentials, and details regarding User access and usage including specific information added or accessed by Users and whether specific Users' access is and has been limited to the designated account structure – throughout and at any time during the term of the Agreement. Subscriber hereby consents to such monitoring, and hereby represents and warrants that it has provided all necessary disclosures to and acquired all necessary approvals from all Users to ensure such Users' informed consent to the same.

5. PROPRIETARY RIGHTS AND LICENSES

5.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of our right, title and interest in and to the Services and all associated software, including all of our related Intellectual Property Rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2 License by You to Host Subscriber Data. You hereby grant Us and our Affiliates a worldwide, royalty-free, sublicenseable, limited license to host, copy, transmit, distribute, share, backup, store, and display all of your Subscriber Data: (a) as necessary for Us to provide the Services in accordance with this Agreement; (b) as necessary for Us to prevent or address service or technical problems, (c) as compelled by law in accordance with Section 6.3 below, or (d) as You authorize in writing.

5.3 License by You to use Subscriber Materials. You hereby grant us worldwide, royalty-free, sublicensable, limited license to use and reproduce the Subscribe Materials for the sole purpose of providing Services hereunder.

5.4 Aggregated Data. Notwithstanding the foregoing, We own any and all Subscriber Data or other data We collect or have access to under this Agreement or through Your or Your Users use of the Services provided that any Subscriber Data is aggregated, and to the extent Subscriber Data contains personally identifiable information, anonymized ("Aggregated Data"). No rights are granted to You hereunder to use Aggregated Data.

5.5 License by You to Use Feedback. You grant to Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or any User relating to the operation of the Services.

6. CONFIDENTIALITY

6.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2 Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those employees and contractors (including employees and contractors of Affiliates) who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 6.2.

6.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.4 Permitted IRTH Disclosures. Notwithstanding anything to the contrary herein, IRTH may disclose that You are a customer of IRTH verbally to prospective future clients.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2 Our Warranties. We warrant that (a) this Agreement, any executed Order Form(s), and the Documentation accurately describe the applicable administrative, physical and technical safeguards for protection of the

security, confidentiality and integrity of your Subscriber Data, see attached "Services Privacy Policy", (b) except as set forth in Section 4.1, we will not materially decrease the overall security of the Services during a subscription term, (c) the Cloud Services will perform materially in accordance with the applicable Documentation, and (d) except as set forth in Section 4.1, we will not materially decrease the functionality of the Services during a subscription term. For any breach of an above warranty, your exclusive remedies are those described in Sections 10.3 and 10.4.

7.3 Subscriber Warranties. You hereby represent and warrant that: (i) You and your Users have obtained all necessary permissions and documents, including consent forms, licenses, agreements, and certifications, necessary to ensure that We can possess, have custody of, use, store, copy, distribute, and modify Subscriber Data in a manner consistent with the law and the provisions of this Agreement; (ii) You and your Users will at all times comply with all applicable laws, ordinances, codes, and regulations – including all applicable laws for processing and transferring Subscriber Data to Us in connection with the Services – in the performance of its obligations and receipt of Services under the Agreement; and (iii) your provision of the Subscriber Data and Subscriber Materials, and OUR use thereof as authorized herein does not and shall not violate any third party right, including without limitation any third party Intellectual Property Rights.

7.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. EACH PARTY HEREBY EXPRESSLY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

8. MUTUAL INDEMNIFICATION

8.1 Indemnification by Us. We will defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of a Purchased Service in accordance with this Agreement infringes or misappropriates such third party's Intellectual Property Rights (a "Claim Against You"), and we will indemnify You from any damages, attorney fees and costs finally awarded against You as a result of, or for amounts paid by You under a court-approved settlement of, a Claim Against You, provided You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You unless it unconditionally releases You of all liability), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 7.2, (ii) obtain a license for Your continued use of that Service In accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Your breach of this Agreement.

8.2 Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that your Subscriber Data, or Your use or any User's use of any Service in breach of this Agreement, infringes or misappropriates a third party's Intellectual Property Rights or violates applicable law (a "Claim Against Us"), and will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

8.3 Exclusive Remedy. This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 8.

9. LIMITATION OF LIABILITY

9.1 Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL IRTH BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS,

LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE LICENSED SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF IRTH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL IRTH' TOTAL LIABILITY FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT PAID UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IRTH shall not be liable to Subscriber or any third party for: (i) any Losses that Subscriber or any User may suffer arising out of the use of, the inability to use, interruptions to, impairments to, or loss of use of any Services; (ii) any loss, failure, corruption, or inaccuracy of data or communications, including those related to Subscriber Data; (iii) any Losses related to Subscriber Data; (iv) interoperability, or lack thereof, of specific Subscriber or User applications or software; (v) Losses arising from any unauthorized access to Subscriber Data; or (vi) the cost of procurement of substitute goods, services, or technology.

10. TERMS AND TERMINATION

10.1 Term of Agreement. This Agreement commences on the date You first accept it and continues until all subscriptions hereunder have expired or have been terminated (the "Term").

10.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. We may, at our sole discretion and without notice, change the per-unit pricing at the end of any relevant subscription term, including if Your subscription automatically renews; all pricing changes will be effective upon renewal and thereafter.

10.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 10.3, We will refund to You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance with Section 10.3, You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5 Your Data Portability and Deletion. Upon request by you made within 30 days after the effective date of termination or expiration of this Agreement, we will make Subscriber Data available to You for export or download as provided in the Documentation. After that 30-day period, We will have no obligation to maintain or provide Subscriber Data to You.

10.6 Surviving Provisions. The Sections titled "Fees and Payment for Purchase Services," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Your Data Portability and Deletion," and "General Provisions" will survive any termination or expiration of this Agreement.

11. INSURANCE

11.1 Insurance. IRTH shall provide and maintain insurance against losses or claims which may arise out of or result from IRTH's performance or obligation to perform under this Agreement. IRTH shall provide the following coverage's to meet Subscriber's insurance requirements: (a) Commercial General Liability with Broad Form Liability Endorsement, in the amount of $2,000,000; (b) Vehicular Liability Insurance, in the amount of $1,000,000; (c) Umbrella Liability with amount of $5,000,000. (d) Workers' Compensation, including the following: Statutory Coverage applicable in the state where the Services are performed and

Employers Liability Coverage "B" (or stop gap coverage), in the amount of $1,000,000; and (e) Professional Liability Insurance with a combined single limit of not less than $1,000,000 per occurrence; (f) EDP Errors and Omissions Insurance in the amount of $2,000,000. Before any Services begin, IRTH must furnish properly executed certificates of insurance or endorsements naming Subscriber as an additional insured on IRTH's Commercial General Liability policy. Subscriber shall be furnished at least thirty (30) days prior notice of any non-renewal and/or cancellation and/or reduction in limits or material change in any of the required coverages. Whenever IRTH shall have Subscriber's property in its possession, IRTH shall be deemed the insurer thereof and shall be responsible for such property until its return to and acceptance by Subscriber. If IRTH's insurance is canceled because IRTH failed to pay its premiums or any part thereof, or if IRTH fails to provide and maintain certificates as set forth herein, Subscriber shall have the right, but shall not be obligated, to withhold payment of IRTH's invoices until Subscriber has received satisfactory evidence of IRTH's payment of insurance premiums or pay such premium to the insurance company or to obtain such coverage from other companies and to deduct such payment from any sums that may be due or become due to IRTH, or to seek reimbursement for said payments from IRTH, which sums shall be due and payable immediately upon receipt by IRTH of notice Subscriber.

12. AVAILABILITY AND UPGRADES

12.1 Uptime Commitment. IRTH will use commercially reasonable efforts to maintain availability of the Cloud Services to Subscriber at least 99.9% of the time during any continuous twelve (12) month period throughout the Term ("Uptime Commitment"). If IRTH does not meet the Uptime Commitment, and if Subscriber meets all of its obligations under this Agreement, Subscriber will be eligible to receive a Cloud Service Credit and such Cloud Service Credit shall be Subscriber's sole and exclusive remedy for any failure by IRTH to meet the Uptime Commitment. The maximum Cloud Service Credit to be issued by IRTH to Subscriber for all Unscheduled Downtime that occurs in a one-year Term shall not exceed the monetary credit equal to the value of fifteen (15) days of Service. In order to receive any of the Cloud Service Credits, Subscriber must notify IRTH in writing within thirty (30) days after expiration of each Term. Failure to comply with this requirement will forfeit Subscriber's right to receive a Cloud Service Credit. The Uptime Commitment does not apply to any performance issues: (i) caused by factors described in the "Force Majeure" clause of this Agreement; (ii) caused by performance issues with the Internet; (iii) that resulted from Subscriber's equipment, third party equipment, or both; or (iv) resulting from software or hardware upgrades as set forth in Section 12.2 below.

12.2 Software Upgrades and Maintenance Releases. IRTH may provide Subscriber with Upgrades, Maintenance Releases, or both, for software associated with the Cloud Services. Subscriber agrees to timely implement and use the most recent Upgrade provided by IRTH. Normal software or hardware upgrades are scheduled for nights and weekends, Eastern Standard Time, and designed to minimize interruption to the Cloud Service. Subscriber will be notified of such interruptions in advance. In the event that an unscheduled interruption occurs, IRTH will apply the appropriate use of internal and external resources to resolve the problem and return the Cloud Service to availability as soon as reasonably possible. During these scheduled and unscheduled interruptions, Subscriber may be unable to transmit and receive data. Subscriber agrees to cooperate with IRTH during the scheduled and unscheduled interruptions.

13. GENERAL PROVISIONS

13.1 Notices. Notices given by Us to Subscriber will be given by email, by conventional mail, or by courier service. Notices will be sent to the email address or mailing address Subscriber provides to Us as part of the registration process, or to updated addresses which Subscriber provides to Us by notice given consistent with this provision. Notices given by Subscriber to Us must be given by email and addressed to administration@irth.com, by conventional mail, or courier service sent to irth Solutions LLC, 5009 Horizons Drive, Columbus, Ohio 43220, or by facsimile sent to 1-614-784-8018, or such updated addresses which We may provide Subscriber by notice given consistent with this provision. Notices will be deemed given the first business day after sending by email (provided that email shall not be sufficient for notices of termination or a claim for indemnification), the second business day after mailing, the first business day after delivery by courier service, or the first business day after sending by confirmed facsimile.

13.2 Governing Law and Venue. The validity, construction and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the internal laws of the State of Ohio, excluding its principles of conflict of laws. Litigation respecting the terms or enforcement of this Agreement shall only be brought in a court of competent jurisdiction situated in Franklin County, Ohio

13.3 Compliance with Laws. Subscriber agrees to comply with all applicable federal, state and municipal statutes, ordinances, rules and regulations, including, without limitation, the rules and regulations under the U.S. Export Administration Act and the U.S. Foreign Corrupt Trade Practices Act, as the same may be amended from time to time. Without in any way limiting the foregoing, Subscriber will not export or otherwise remove any software which Subscriber has been allowed to access hereunder from the United States of America or Canada, either directly or indirectly, without the consent of IRTH and without first obtaining any licenses or approvals as may be required from the U.S. Department of Commerce and any other applicable agency or department of the United States Government.

13.4 Entire Agreement. This Agreement, the Services Privacy Policy, and each Order Form, is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form; (2) this Agreement; and (3) the Documentation.

13.5 Assignment. Except as set forth below, Subscriber shall not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (not to be unreasonably withheld). We may assign any of Our rights or obligations hereunder without Subscriber's prior written consent. Either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent, to an Affiliate of such party or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if Subscriber is acquired by, sells substantially all of its assets, to, or undergoes a change of control in favor of, a direct competitor of Us, then We may immediately terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.6 Force Majeure. Notwithstanding any provision contained in this Agreement, IRTH shall not be liable to the extent performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders, wars, acts of enemies, strikes, lack of available resources from persons other than parties to this Agreement, labor disputes, electrical equipment or availability failure, fires, floods, acts of God, or federal, state, or municipal action, statute, ordinance, or regulation.

13.7 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

13.8 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

[Signature Page to Master Services Agreement]

This Agreement has been duly executed by the duly authorized representatives of the parties on the date set forth above.

IRTH:	**SUBSCRIBER:**
By:_____	By:_____
Name:_____	Name:_____
Its:_____	Its:_____
Date:_____	Date:_____

Services Privacy Policy

IRTH Solutions LLC

This Services Privacy Policy (the "Privacy Policy") governs the manner in which IRTH Solutions LLC ("Company," "we", or "us") collects, uses, maintains and discloses information collected from users (each, a "User," or "you") of the products and services we make available online, including our website(s) ("Services"). By using these Services, you signify your acceptance of this Privacy Policy.

Personally identifiable information

We collect personally identifiable information from Users in a variety of ways, including, but not limited to, when Users visit Services, register through the Services, fill out forms accessible by us, provide information through the Services, or otherwise make use of activities, services, features or resources we make available on our Services. Users may be asked for, as appropriate, name, email address, mailing address, phone number, and other information.

We will collect personal identification information from Users only if they voluntarily submit such information to us. Users can refuse to supply personally identification information; however, refusing to provide personally identifiable information may prevent a User from using the Services or otherwise limit User's ability to engage in certain activities on our website.

Other information

We automatically collect other information about Users whenever they interact with our Services. This automatically collected information may include the browser name, the type of computer, the IP address, the domains from which Users are referred to the Services, and technical information about a User's means of connection to our Services, such as the operating system and the Internet service providers utilized and other similar information.

Web browser cookies

Our Services may use "cookies" to enhance our Users' experiences. Your web browser places cookies on your hard drive for record-keeping purposes and to identify you should you visit the Services again. You may choose to set your web browser to refuse cookies, or to alert you when cookies are being sent. If you reject cookies, you may still use the Services but please note that some parts of the Services may be limited or not function properly.

How we use collected information

We collect and use our Users' information for the following purposes:

- *To run and operate our Services and other services*

We use your information and share it with select third parties in order to display content on the Services correctly and to otherwise make the Services function properly. We also use your information and share it with select third parties in order to maintain and develop the Services and in connection with other services we provide to you.

- *To improve customer service*

Information you provide helps us respond to customer service requests and support needs more efficiently.

- *To research our services*

We may use information in the aggregate to understand how our Users as a group use the services and resources provided on our Services and to evaluate the effectiveness of the Services and our marketing and business efforts.

- *To improve our Services*

We use User information and feedback and share it with select third parties to improve our products and services.

- *To send Users information they agreed to receive about topics we think will be of interest to them.* We use User information and share it with select third parties on an ongoing basis to share details, news, and marketing information about our services and the services of select third parties.

- *To send periodic emails*

We may use your email address to send you information and updates or to respond to your inquiries, questions, and/or other requests.

We may also disclose any collected information, including personally identifiable information, if: (1) the disclosure is necessary or useful to our provision of services; (2) we believe in good faith that disclosure is necessary to protect our rights, interests, or property; (3) we are acting in good faith to protect your safety or the safety of others, to investigate fraud, or to respond to a government request; (4) we believe in good faith the disclosure is required by law, such as to comply with a subpoena, search warrant, court order, or similar legal or administrative process; and (5) a third party purchases or otherwise acquires us or the Services, in which case your information will likely be among the assets transferred.

How we protect your information

We have adopted appropriate data collection, storage and processing practices and security measures to help protect against unauthorized access, alteration, disclosure or destruction of your personal information, username, password, transaction information and data stored in connection with our Services. Nevertheless, we cannot guarantee and do not warrant the security of any information submitted through or stored in connection with the Services.

Sharing your personal information

In addition to the uses and disclosures described above, we may share information with third party service providers to help us operate our business and the Services or administer activities on our behalf, such as sending out newsletters or surveys.

Electronic newsletters

If a User decides to join our mailing list, they may receive emails that may include company news, updates, related product or service information, etc. If at any time the User would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email or User may contact us via the contact information listed below.

Third party websites

Users may find advertising or other content on our Services that links to the sites and services of our partners, suppliers, advertisers, sponsors, licensors and other third parties. We do not control the content or links that appear on these other websites and are not responsible for the practices employed by websites linked to or from our Services. Browsing and interaction on any other website, including websites which have a link to our Services, is subject to that website's own terms and policies, including the privacy policy.

Changes to this privacy policy

We have the discretion to update this privacy policy at any time. When we do, we will post a notification on the Services. We encourage Users to frequently check this page for any changes to stay informed about how we are helping to protect the personal information we collect. You acknowledge and agree that it is your responsibility to review this privacy policy periodically and become aware of modifications. Your continued use of the Services following the posting of changes to this policy will be deemed your acceptance of those changes.

Children's Privacy

The Services are not designed to solicit or collect data from individuals under the age of 13. In accordance with the Children's Online Privacy Protection Act (COPPA), we do not knowingly collect or store any personal information, even in aggregate, about children under the age of 13. If we discover we have received any information from a child under the age of 13 in violation of this policy, we will delete that information within a reasonable time. If you believe that we have any information from or about anyone under the age of 13, please contact us at the contact points specified below.

Controlling and Updating Your Personally Identifiable Information

If you believe that the Services contain information about you that needs to be updated or corrected, you can update that information by contacting us at the contact information below.

Your California Privacy Rights

Under California's "Shine the Light" law, California residents who provide personal information in obtaining products or services for personal, family, or household use are entitled to request and obtain from us once a calendar year information about the customer information we shared, if any, with other businesses for their own direct marketing uses. If applicable, this information would include the categories of customer information and the names and addresses of those businesses with which we shared customer information for the immediately prior calendar year (e.g., requests made in 2013 will receive information regarding 2012 sharing activities).

To obtain this information in connection with information collected through the Services, please send an email message to customersucess@IRTHsolutions.com with "Request for California Privacy Information" in the subject line and in the body of your message. We will provide the requested information to you at your e-mail address in response.

California Do Not Track Disclosures

We do not collect personally identifiable information about users' online activities over time and across third-party web sites or online services. For this reason, at this time, the Services do not respond to "do not track" signals. Third parties may collect personally identifiable information through the Services as described in this Privacy Policy.

Contacting us

If you have any questions about this Privacy Policy, the practices of the Services, or your dealings with the Services, please contact us at customersucess@IRTHsolutions.com.

FILECLOUD

FileCloud Software End-User License Agreement

(EULA)

FileCloud Software End-User License Agreement (EULA)

Read the following terms and conditions before installing or deploying this software on your network or personal computer. This software license agreement is a legal agreement between you, either on behalf of yourself as an individual or on behalf of an entity as its authorized representative (the "User"), on the one hand, and CodeLathe Technologies Inc. dba FileCloud and its subsidiaries and affiliates (collectively referred to as "FileCloud") on the other hand, for the software products entitled "FileCloud® Server", 'FileCloud® Online", "FileCloud® Service Provider", "FileCloud® Community", "FileCloud® ServerLink", "Tonido®", client software, apps or browser extensions installed on User's desktop, mobile, local server or other devices entitled "FileCloud® Sync", "FileCloud® Drive", "FileCloud® Desktop", "FileCloud® Desktop Edit", "FileCloud® BackupServer", "FileCloud® ServerSync", "FileCloud® FileBrowser", "FileCloud® for Chrome", "FileCloud® for iPhone", "FileCloud® for iPad", "FileCloud® for Android", "FileCloud® for Gmail", "FileCloud® for Office", "FileCloud® Outlook AddIn", "FileCloud® Teams AddIn", and bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the FileCloud software that FileCloud makes available over time as well as any associated media, printed materials, and on-line or electronic documentation (collectively referred to as the "Product"). Please read this agreement carefully and print out a copy for your records. This agreement supersedes all previous versions.

By installing, deploying, or otherwise using the Product, you acknowledge that you have read this license agreement and agree to be bound by its terms.
The Product is licensed, not sold, to you for use only under the terms of this agreement. If you do not agree to the terms of this license agreement, do not install, deploy or use the Product and delete all copies in your possession.

1. License Grant

Subject to the terms and conditions of this EULA, FileCloud grants you a non-exclusive, non-transferable, limited license in accordance with the license key provided by FileCloud in the territory in which you acquired the Product for your own personal or commercial use but retains all property rights in the Product and all copies thereof. All other rights are expressly reserved by FileCloud. You may use the Product on any supported system configuration, provided each instance of the Product is licensed for use. You may not transfer, distribute, rent, sub-license, or lease the Product or documentation, except as provided herein; or alter, modify, or adapt the Product or documentation, or any portions thereof.

2. Restrictions

You acknowledge that the Product in source code form remains a confidential trade secret and property of FileCloud.

You shall not (a) copy, modify, or distribute the software, except as expressly permitted in this EULA. (b) Reverse engineer, decompile, or disassemble the software. (c) Remove any copyright or proprietary notices from the software. (d) Transfer, sublicense, or assign your rights under this EULA. (e) Use the software for any illegal, unauthorized, or prohibited purposes.

3. Ownership

All rights, title and interest and intellectual property rights in and to the Product, including but not limited to any titles, computer code, concepts, screen images, and text incorporated into the Product, the accompanying printed materials, and any copies of the software, are owned by FileCloud. This EULA grants you no rights to use such content other than as part of the Product. You agree that no title and ownership of the intellectual property in the Product, or license keys is transferred to you. The Product and license keys are protected by intellectual property laws of the United States and other countries as well as by international treaties.

This EULA is effective upon your installation of the Product and shall continue until revoked by FileCloud or until you breach any term hereof.

4. Warranty Disclaimer

The Product is provided “as is”, “as available” without any warranties, express, implied, or statutory including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-infringement of third-party rights. FileCloud does not warrant that the Product will meet your requirements or that its operation will be uninterrupted or error-free.

This warranty disclaimer affects your legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow exclusions of implied warranties or limitations on how long an implied warranty lasts, so the above exclusion may not apply to you.

5. License Restrictions

You acknowledge that the foregoing license extends only to your use of the features and functionality of the Product as described in the documentation accompanying the version of the Software downloaded or Product obtained by you, and you agree not to reconfigure or modify the Product in order to enable features or functionality different than those described in the documentation accompanying the version of the Software without obtaining FileCloud’s approval and paying the applicable Product upgrade fee. You may not modify, or create derivative works based upon the Product in whole or in part; distribute copies of the Product; upgrade or modify any 3rd party components or software that ships with FileCloud Product without explicit written consent of FileCloud; or remove any proprietary trademark, copyright or notices in the Product. Any use in violation shall immediately terminate your license to the Product.

A single FileCloud License is valid only for a single licensed domain which could be served by a single server or a cluster of servers running on physical or virtual machines across datacenters. Unless you are a FileCloud authorized Service Provider partner, you will need separate licenses for each domain for a multi-tenant installation or to run FileCloud software on multiple domains. Using a single FileCloud license for multiple domains is a violation of this EULA.

Your FileCloud license limits the number of licenses, including both full and external licenses, you can create but permits you to create an unlimited number of external users under certain conditions. To prevent User from using external accounts for internal uses, the system assumes that your FileCloud site domain including its sub-domains and sibling domains and any domain used by at least 10% of your licensed (both full and external) users as internal domains.

For more details on the Domain Limitations for External Users, refer to the following link: https://www.filecloud.com/supportdocs/fcdoc/latest/server/filecloud-administrator-guide/filecloud-site-setup/user-settings/new-account-creation/domain-limitations-for-external-users

6. General

FileCloud does not guarantee that use of the Product will be uninterrupted and error free. You acknowledge that the performance of the Product may be affected by any number of factors, including without limitation, technical failure of the Product, the acts or omissions of third parties and other causes reasonably beyond the control of FileCloud. Certain features of the Product may not be forward-compatible with future versions of the Product and use of such features with future versions of the Product may require purchase of the applicable future version of the Product. If any provision of this EULA is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances or the remaining provisions hereof under all circumstances. FileCloud's failure to enforce at any time any of the provisions of this EULA shall in no way be construed to be a present or future waiver of such provisions, nor in any way affect the right of any party to enforce each and every such provision thereafter. The express waiver by FileCloud of any provision, condition or requirement of this EULA shall not constitute a waiver of any future obligation to comply with such provision, condition or requirement. Notwithstanding anything else in this EULA, no default, delay or failure to perform on the part of FileCloud shall be considered a breach of this EULA if such default, delay or failure to perform is shown to be due to causes beyond the reasonable control of FileCloud. This EULA represents the complete agreement concerning the agreement between you and FileCloud.

7. Limitation of Liability

To the maximum extent permitted by law, FileCloud shall not be liable for any direct, indirect, incidental, special, consequential, incidental, or punitive damages, including but not limited to lost profits, loss or corruption of data, or for cost of procurement of substitute technology arising out of the use or inability to use the Product irrespective of whether FileCloud or its Suppliers has been advised of the possibilities of such damages. FileCloud's maximum liability for damages shall be limited to the license fees received by FileCloud in the 12 months before the dispute for the particular product(s) which caused the damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to You.

8. Termination

This EULA is effective until terminated. This EULA shall terminate automatically if you fail to comply with all of the terms herein. No notice shall be required from FileCloud to affect such termination. Upon termination, you must cease all use of the Product, uninstall and destroy all copies in your possession.

9. Export Compliance

The User agrees to comply with all applicable export and reexport control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce. Specifically, each party covenants that it shall not directly or indirectly sell, export, re-export, transfer, divert, or otherwise dispose of any Software, source code, or technology received from the other party under this EULA to any country or any individual national thereof subject to antiterrorism controls or U.S. embargo, or to any other person, entity, or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations.

10. Governing Law

This EULA shall be governed by and construed in accordance with the laws of the State of Delaware in the United States of America. Any legal action arising out of this EULA shall be brought in the courts of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is specifically disclaimed.

11. U.S. Government Rights

The Product under this EULA is Commercial Computer Software as that term is described in 48 C.F.R. 252.227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this Commercial Computer Software and Commercial Computer Software Documentation subject to the terms of this EULA as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this Commercial Computer Software and Commercial Computer Software Documentation subject to the terms of this EULA as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFAR") and its successors.

12. Entire Agreement

This EULA constitutes the entire agreement between you and FileCloud with respect to the Product and supersedes all prior or contemporaneous understandings or agreements, written or oral, and all other communications between FileCloud and you relating to this EULA.

13. Reservation of Rights

All rights not expressly granted in this EULA are reserved by FileCloud including but not limited to the right to adjust subscription prices of FileCloud Products and the right to modify the provisions of this EULA. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof, which may be given by means including but not limited to sending an email to your registered email address or posting on FileCloud's website. You acknowledge and agree that it is your responsibility to review and to be aware of any modifications after such communication. Your continuous use of FileCloud Products after such modifications will constitute your acknowledgment and agreement to abide and be bound by the updated terms.

14. Injunction

Because FileCloud would be irreparably damaged if the terms of this EULA were not specifically enforced, you agree that FileCloud shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this EULA, in addition to such other remedies as FileCloud may otherwise have under applicable laws.

15. Indemnity

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless FileCloud, its subsidiaries, affiliates, contractors, officers, directors, employees, agents, licensors, licensees, distributors, developers, content providers, and other users of the Product, from all damages, losses, liabilities, claims and expenses, including attorneys' fees, arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this EULA or any breach of this EULA by you. FileCloud reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

16. FileCloud Online and Technical Support Services

Subject to the terms and conditions of this EULA, you may be granted Support Services based on the products and services you purchased from FileCloud. Your FileCloud Online Terms of Service is located at https://www.filecloud.com/filecloud-online-tos/ and the Technical Support Entitlements Terms of Service can be found at https://www.filecloud.com/filecloud-support-entitlements-tos/.

17. FileCloud Relay Service

FileCloud offers relay infrastructure and services that enable you to create, open, edit and save Microsoft Office files stored in FileCloud using Microsoft Office 365. On User's request to create, open, edit or save, FileCloud Relay Service ("FRS") transmits the contents of the files between your FileCloud Server instance and Microsoft Office services, run by Microsoft. FRS only transmits the files and doesn't store them. FileCloud uses secure HTTPS for transmitting files between servers. When using the FRS you agree (a) not to interfere or disrupt networks connected to FRS; (b) not to use FRS to infringe any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; and (c) not to transmit any unlawful, harassing, libelous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material of any kind or nature. You will not attempt to gain unauthorized access to other computer systems or interfere with another user's service. FileCloud reserves the right to modify, alter or terminate this service at any time and offer it as a paid-only service in the future. Microsoft and Office 365 are trademarks of the Microsoft group of companies.

18. FIPS 140-2 Mode

When using FileCloud Products with FIPS mode enabled, such usage of additional product modules licensed from SafeLogic is subject to the following additional terms: (a) SafeLogic product must only be used bundled with FileCloud Products and cannot be used separately or by itself. (b) You cannot sublicense, assign or transfer the SafeLogic product. (c) You will not undertake, cause, permit or authorize the modification, creation of derivative works, translation, reverse engineering, decompiling, disassembling or hacking of SafeLogic product or any part thereof except to the extent permitted by law. (d) All rights and ownership regarding SafeLogic product remains with SafeLogic. (e) You expressly understand and agree that your use of SafeLogic product is at your sole risk and that the modules are provided "as is" and "as available" and "without warranty of any kind." The same warranty disclaimer and limitation of liability provisions in this EULA applies. (f) You agree that any export or re-export of SafeLogic product will comply with all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the United States Department of Commerce.

19. Grant of Publicity Rights

The User grants FileCloud the right to include the User's entity name and logo as a customer on FileCloud's website and other promotional and advertising materials. You can opt out of such use with a written request sending to FileCloud at legal@filecloud.com and FileCloud will cease to include the User's entity name and logo in FileCloud's promotional and advertising materials.

20. Privacy

FileCloud is committed to protecting your privacy. We work hard to ensure the safety of the information you shared with us. You can review FileCloud's Product Privacy Notice at https://www.filecloud.com/product-privacy-notice to understand what information we collect, why we collect it and how we manage it while you are using FileCloud Product. You agree our Product Privacy Notice applies to your use of our Product.

21. Lawful Use

You will use FileCloud solely for lawful purposes. You may not, without limitation (a) knowingly intercept or monitor, damage or modify any system communication which is not intended for you; (b) knowingly use any type of spider, virus, worm, trojan-horse, time bomb or any other codes or instructions that are designed to distort, delete, damage or disassemble FileCloud Product; (c) knowingly send any unsolicited commercial communication not permitted by applicable law; (d) knowingly expose any third party to material which is offensive, harmful to minors, indecent or otherwise objectionable; (e) knowingly use FileCloud to cause or intend to cause embarrassment or distress to, or to threaten, harass or invade the privacy of any third party; or (f) knowingly use any material or content that is subject to any third party proprietary or intellectual property rights, unless you have a license or permission from the owner of such rights. If the law of your country or applicable jurisdiction prohibits you from downloading or using FileCloud Product because you are under the age limit or because FileCloud Products are not permitted to use, you agree not to use FileCloud Product and to indemnify and hold FileCloud harmless from such use.

22. Assignment

FileCloud may assign this agreement and all rights and/or obligations to a third party without notice, including without limitation for the purpose of collection of unpaid receivable amounts, or in the event of a Change of Control, Corporate Restructure, Merger or Sale of substantially all assets to another party. You hereby consent to such assignment. In this regard, we may assign the rights and obligations under this EULA. You should continue making all payments to the successor(s) accordingly, unless notified otherwise.

23. Miscellaneous

In order to provide you with better FileCloud products and services, FileCloud periodically provides new software updates to its active Users. However by accepting this EULA, you acknowledge and agree that FileCloud is under no obligation to make subsequent versions of FileCloud Product, except in the case of security vulnerability patches, you may be required to download and install an updated version of Product. FileCloud reserves the right to discontinue bug fixes and Product support for outdated Product versions. For more details, please refer to FileCloud's Software Lifecycle Policy at https://www.filecloud.com/software-lifecycle-policy.

By clicking "I Agree" or installing the software, you acknowledge that you have read and understood this EULA and agree to be bound by its terms. You confirm that you are legally authorized to represent on behalf of your entity and you are of legal age to form a binding contract in your country and jurisdiction.

Date: October 17th, 2023

For more information or to try FileCloud, please visit https://www.filecloud.com/eula/ or call 1-888-571-6480.

About Us

A privately held software company, headquartered in Austin, Texas, USA, FileCloud is helping organizations thrive by providing hyper-secure content collaboration and processes solutions. FileCloud is used by millions of customers around the world, ranging from individuals to Global 1000 enterprises, educational institutions, government organizations, manufacturing companies, managed service providers and more.

1M+
USERS

3000+
ENTERPRISES

100+
RESELLERS

90+
COUNTRIES

13785 Research Blvd, Suite 125
Austin TX 78750, USA

Phone: U.S: +1 (888) 571-6480
Fax: +1 (866) 824-9584

support@filecloud.com
https://www.filecloud.com

CMS CENTERS FOR MEDICARE & MEDICAID SERVICES
REUTERS
Deloitte.
US Army Corps of Engineers
NASA
stewart
COLUMBUS REGIONAL HEALTH
TOYOTA
FUJITSU

© 2023 FileCloud | www.filecloud.com

Copyright Notice

© 2023 FileCloud. All rights reserved.
No reproduction without written permission.

While all reasonable care has been taken in the preparation of this document, no liability is accepted by the authors, FileCloud, for any errors, omissions or misstatements it may contain, or for any loss or damage, howsoever occasioned, to any person relying on any statement or omission in this document.

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

FileCloud Online Terms of Service

These Terms of Service ("Terms") are between you, either on behalf of yourself as an individual or on behalf of an entity as its authorized representative, ("You" or "Customer") and CodeLathe Technologies Inc. dba FileCloud and its subsidiaries and affiliates (collectively referred to as "FileCloud" or "Contractor"). Please read the Terms carefully as the Terms establish what you can expect from FileCloud as you use FileCloud® Online services, and what we expect from you. These Terms govern your initial subscription of the FileCloud Online services as well as any future renewals. These Terms also apply to all trials including pre-purchase trials and pilots, and whether your subscriptions are purchased directly from FileCloud or through FileCloud's authorized resellers, distributor, partners, or system Integrators (collectively, the "Authorized Partners").

By deploying, using or accessing the FileCloud Online services described herein, you acknowledge that you have read these Terms of Service and agree to be bound by the Terms. If you do not agree to the Terms, do not deploy, use or access FileCloud Online services.

These Terms may be modified from time to time. The date of the most recent revisions will appear on this page, so please check back often. Your use or continued access to FileCloud Online services after any changes constitutes your acceptance of those changes, whether or not you have reviewed them. If you do not agree to the changes to the Terms, you must stop using the FileCloud Online services.

If these Terms of Service conflict or are inconsistent with the FileCloud Software End-User License Agreement ("EULA"), the EULA will prevail and control with respect to that specific condition, and these Terms of Service will govern as to all other matters.

1. FileCloud Online Service and Support

Subject to these Terms of Service, FileCloud will use commercially reasonable efforts to provide Customer the FileCloud Online services. The Technical Support Entitlements are based on what you subscribe and can be found at https://www.filecloud.com/filecloud-support-entitlements-tos/.

2. Additional Definitions

These definitions are in addition to those defined elsewhere in these Terms.

- "Account" means a Content storage account created by you or on your behalf within the FileCloud Online services.
- "FileCloud Administrator" means a user (or users) you identify as having administrative rights including, without limitation, the permission to manage licenses, users and FileCloud instance.
- "Content" means files, materials, data, text, audio, video, images, email or other contents.

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

- "Documentation" means written or online user documentation that describes the functionality, operation, and use of the FileCloud Online services.
- "FileCloud Online" refers, collectively, to (a) the cloud storage solution provided by FileCloud for the online storage, sharing and processing of Content, (b) the FileCloud Software, and (c) the Documentation.
- "Services" refers, collectively, to the FileCloud Online services, support for the FileCloud Online services, and ancillary services.
- "Software" means the software provided or made available by FileCloud for use in connection with the Services. Software includes the FileCloud Client Software (Sync, Drive, Browser Extensions, and Others) which is the portion of the Software that is installed on Customer's desktop, mobile, local server or other devices (for example, mobile apps, desktop apps, or group apps). Software also includes bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the FileCloud Client Software that FileCloud makes available ("Releases") over time.
- "End User" means an individual you authorize to use your FileCloud Online services.
- "Limited Client User" or "External User" means an individual who was authorized by "End User," while not part of the licensed entity, to access data using FileCloud Online services.

Any reference below in these Terms refer to both "End User" and "External User":

- "Attributable Monthly Subscription Fee" means one-twelfth of the base annual fee for the Services.
- "Emergency Maintenance" means downtime of the Services outside of the Scheduled Maintenance Window hours that is required to complete the application of urgent patches or fixes, or to undertake other urgent maintenance activities. If Emergency Maintenance is required, FileCloud will immediately contact Customer and provide the expected start time of the Emergency Maintenance, its planned duration, and whether FileCloud expects the Services to be unavailable during the Emergency Maintenance.
- "Scheduled Maintenance Window" means the window during which scheduled maintenance of the Services may be performed, which may cause the Services to be unavailable. The Scheduled Maintenance Window occurs each Saturday, 8:00 AM to 1:00 PM (Central Standard Time, or CST) for North American based customers and 2:00 PM to 7:00 PM (Central European Time, or CET) for European based customers, and will not generally exceed three hours per calendar quarter. Additional, non-impactful updates to the Services may be released periodically during the work week.
- "Service Credit" means the percentage of the Attributable Monthly Subscription Fees that is awarded to Customer for a validated claim related to breach of the SLA during that month.
- "System Availability" means the percentage of total time during which the Services are available to Customer, excluding the Scheduled Maintenance Window and Emergency Maintenance.

3. Availability of the FileCloud Online Services

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

(a) Access to the FileCloud Online Services: FileCloud Online services are on-line, subscription-based products made available by FileCloud for your use on a non-exclusive basis in accordance with these Terms and all applicable laws. Your use includes allowing End Users and/or External Users to transmit, store, share, retrieve, and process Content through the FileCloud Online services solely through an Account registered to you and in accordance with the orders you place with FileCloud. All use of the FileCloud Online services by you and your End Users must be within the Scope of Use defined below, for the quantity and User type for which you have paid, and solely for the benefit of you.

(b) Software provided for use with FileCloud Online services: Subject to your continued compliance with EULA and these Terms, we grant you a non-exclusive, non-transferable, limited license to install and use the FileCloud Software for the sole purpose of accessing the FileCloud Online services. You acknowledge that we may issue updates to the Software such as addressing security vulnerabilities, upgrading the protocol, improving usability or performance, and upgrading features. We require you to run the latest FileCloud Software. All updates to the Software will be subject to the EULA and these Terms.

(c) Support: All support requests have to be made by your FileCloud Administrator. FileCloud doesn't provide direct support to End Users. In case of temporary reduced hours of support or permanent changes to support timings, FileCloud will inform you through email and through our website.

(d) Updates to the FileCloud Online services: We reserve the right, in our sole discretion, to change, update, enhance, suspend or stop providing the FileCloud Online services as well as support for the FileCloud Online services at any time including to add functionalities and features, or remove them from FileCloud Online.

4. Your Responsibilities relating to Use of the FileCloud Online Services

(a) Passwords and Account: To obtain access to the FileCloud Online services, you will be required to obtain an Account with FileCloud by completing a registration form and designating a user ID and password. You agree and represent that all registration information you provide is accurate, complete, and current, and that you will update it promptly when that information changes. FileCloud may withdraw Account approval at any time in its sole discretion, with or without cause. You are responsible for safeguarding the confidentiality of your user ID and passwords, and for all activities that take place in connection with your Account. FileCloud shall not be liable for for any loss or damage arising from unauthorized use of your Account.

(b) Equipment: You shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including without limitation, PCs, smartphones, operating systems, networking, modems, hardware, software, and equipment (collectively, the "Equipment"). You shall also be responsible for maintaining the security of the Equipment.

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

(c) Notices from FileCloud: You acknowledge that once you have registered with FileCloud Online services, we may send you communications or data regarding the FileCloud Online services using electronic means. These may include but are not limited to notices about your use of the FileCloud Online services, including any notices concerning violations of use; updates to the Services; promotional information and materials regarding FileCloud's products and services and information the law requires us to provide. Notices we email to you will be deemed given and received when the email is sent.

(d) Notices from You regarding Unauthorized Use: You agree to notify us promptly in writing when you become aware of any unauthorized use of an Account, the Content or the FileCloud Online services, including if you suspect there has been any loss, theft or other security breach of your password or user ID. If there is unauthorized use by a third party which obtained access to the Services through you or your End Users, whether directly or indirectly, you agree to take all steps necessary to terminate the unauthorized use. You also agree to cooperate with FileCloud and provide assistance related to the unauthorized use which we reasonably request.

(e) Content: FileCloud does not monitor any Content transmitted or processed through, or stored in the FileCloud Online services. You agree that you:

- are responsible for the accuracy and quality of all Content that is transmitted or processed through or stored in your Account; will ensure that the Content, including its storage and transmission, complies with these Terms, and applicable laws and regulations;
- will promptly handle and resolve any notices and claims from a third party claiming that any Content violates that party's rights including regarding take-down notices pursuant to the Digital Millennium Copyright Act; and
- will maintain appropriate security, protection and backup copies of the Content, which may include the use of encryption technology to protect the Content from unauthorized access and routine archiving of the Content. FileCloud will have no liability of any kind as a result of any deletion, loss, correction, destruction, damage or failure to store or encrypt any Content.

(f) Use Restrictions: You are responsible for End Users and External Users' compliance with these Terms and for the quality, accuracy and legality of the Content. You will not, and will ensure that your End Users and External Users do not:

- use the FileCloud Online services in any manner or for any purpose other than as expressly permitted by these Terms;
- sell, rent, resell, lease, or sublicense the FileCloud Online services to any third party;
- modify, tamper with or otherwise create derivative works of the FileCloud Online services;
- reverse engineer, disassemble, decompile or attempt to derive source code from the FileCloud Online services;
- use the FileCloud Online services to send unsolicited junk mails, spam or any other form of duplicative or unsolicited messages or communication not permitted by laws;

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

- store or transmit Content containing unlawful, defamatory, threatening, pornographic, abusive, or libelous material; containing any material that encourages conduct that could constitute a criminal offense or violates the intellectual property rights or rights to the publicity or privacy of others;
- use the FileCloud Online services to store or transmit viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs;
- interfere with or disrupt servers or networks connected to the FileCloud Online services or the access by other FileCloud clients to the servers or networks, or violate the regulations, policies or procedures of those networks;
- access or attempt to access FileCloud's other accounts, computer systems or networks not covered by these Terms, through password mining or any other means.

(g) Fair Use Policy: FileCloud provides a multi-tenanted SaaS solutions and seeks to ensure and maintain an optimal user experience. We monitor usage to prevent improper use of the services, so we can offer all of our clients an excellent user experience. FileCloud does not charge extra costs when the service is used reasonably and normally. When we determine the scope of Fair Use, we take into account your subscription, the observed use of many other clients, technical advances and the current price rate of all necessary assets. When out of the ordinary usage is detected in your FileCloud online environment, we will contact you to discuss the situation and potential alternatives. FileCloud reserves the rights to limit or terminate your available storage, bandwidth, database usage, API usage or allowed emails.

(h) Third Party Services and Content: All transactions using the FileCloud Online services are between the transacting parties only. The FileCloud Online services may contain features and functionalities linking or providing you with certain functionality and access to third party content, including websites, directories, servers, networks, systems, information, databases, applications, software, programs, products or services, and the Internet as a whole. You acknowledge that FileCloud is not responsible for such content or services. We may also provide some content to you as part of the FileCloud Online services. However, FileCloud is neither an agent of any transacting party nor a direct party in any such transaction. Any of those activities, and any terms associated with those activities, are solely between you and the applicable third-party. Similarly, we are not responsible for any third-party content you access with the FileCloud Online services, and you irrevocably waive any claim against FileCloud with respect to such sites and third-party content. FileCloud assumes no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer and any such third-party. In the event you have any problems resulting from your use of a third-party service or suffer data loss or other losses as a result of problems with any of your other service providers or any third-party services, FileCloud is not responsible unless the problem was the direct result of breaches of FileCloud Online services.

5. Fees and Payments

(a) Fees: You agree to pay, using a valid credit card, bank-to-bank wire transfer, or other forms of payment which we may accept from time to time, for the charges and fees, such as recurring

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

monthly or annual fees, set forth in the most current FileCloud pricelist (collectively, "Fees"), applicable taxes as defined below, and other charges incurred for the Services. You will pay Fees in the currency we quoted for your account (and we reserve the right to change the quoted and transactional currency). We will bill you at the start of the billing period and at the start of each subsequent renewal period. Except specifically agreed in a separate written agreement between you and FileCloud, the FileCloud Online services are prepaid for the period selected and are non-refundable. This includes Accounts that are renewed. FileCloud reserves the right to adjust renewal prices at anytime and the most current prices will take effect at the beginning of your next renewal subscription term or support period, as applicable.

(b) Fees for Upgrade: If you upgrade or expand consumption of the FileCloud Online services such as obtaining additional End User licenses, or add-on features or functionalities to the FileCloud Online services, the additional upgrade fees may be due at FileCloud's then-current pricing. If additional fees are due, those fees will be immediately billed to your account and will apply for the entire month in which the service upgrade occurred.

(c) Invoicing and Payment Terms: You agree to keep all information in your billing account current. You may change your billing account information at any time. In the event that we bill you, all Fees are due and payable upon receipt. We may suspend your access to the FileCloud Online services or cancel the Services if your account is past due over 15 days.

(d) Purchases through Authorized Partners: If you purchase Services through a FileCloud Authorized Partner, you owe the payment to the Authorized Partner as agreed between you and the Authorized Partner, and the payment terms described in this provision may not apply to you. You acknowledge, however, that we may terminate your rights to use the FileCloud Online services and discontinue such Services if we do not receive corresponding payments from the Authorized Partner.

(e) Applicable Taxes: Fees quoted to you, unless specified otherwise, are exclusive of applicable taxes and you will pay or reimburse FileCloud for all applicable taxes arising out of these Terms, whether assessed at the time of your purchase or are thereafter determined to have been due. For purposes of these Terms, applicable taxes include but not limited to any sales and use taxes, VAT, GST, export and import fees, customs duties, withholding taxes and similar charges applicable to the transactions contemplated by these Terms that are imposed by any government or authorities. You agree to promptly provide FileCloud with legally sufficient tax exemption certificates for each jurisdiction for which you claim exemption.

6. Canceling the FileCloud Online Services

To cancel the FileCloud Online services, you must provide us with at least 30-day advance notice. If you cancel, the Services will end at the end of your current subscription term or support period following the 30-day notice. If you fail to cancel with required sufficient notice, we will automatically renew the FileCloud Online services for the same subscription term at most current price and will bill you on the first day of the renewal subscription term.

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

7. Protection of Content.

FileCloud maintains appropriate administrative and technical safeguards to protect the security and integrity of the Content in the FileCloud Online services. Except as requested by you in connection with customer support, we will not modify the Content; disclose the Content except pursuant to the requirements of a governmental agency, by operation of law, to investigate occurrences that may involve violations of system or network security or as you expressly permit in writing; or access the Content except to provide the Services or to address other service or technical issues.

8. Data Retention

(a) File Deletion

- If your FileCloud Administrator has turned on FileCloud's 'Deleted Files' (Recycle Bin) feature: When an End User deletes a file, the file will be moved to the recycle bin or referred as a soft deletion. The End User can recover the file from recycle bin. Once a file moves into recycle bin, the file stays in the recycle bin till the End User clears the recycle bin or a FileCloud Administrator empties the recycle bin. If End User deletes files from recycle bin or FileCloud Administrator empties the recycle bin, then files will be purged permanently or referred as a hard deletion. If the files are larger than the default size set in FileCloud Administrator Portal, then files will be permanently deleted immediately. (Special Note: recycle bin only holds the most recent deleted file version. A new deleted file will replace any other older versions with same name and file path in the recycle bin.)
- If your FileCloud Administrator has turned off FileCloud's 'Deleted Files' (Recycle Bin) feature: when an End User deletes a file, the file will be purged or referred as a hard deletion from the system permanently and it cannot be recovered.

(b) File Version Retention: FileCloud comes with the ability to store previous versions of a file (versioning stores older versions only when a new version of a file has the same name and same path as the older file). If your FileCloud Administrator has turned off this versioning feature, then older file versions will not be retained. If your FileCloud Administrator has turned on the versioning feature, the older versions will be retained until any of the following actions:

- End User deletes the previous versions from the User Interface.
- Original file is deleted: When a file is sent to recycle bin or permanently deleted, its previous versions are permanently deleted.
- FileCloud Administrator deletes the older versions.

(c) Account Cancellation: If you cancel your FileCloud Online services, your files and account data will be marked for deletion from our servers after 30 days from the effective date of termination or expiration of relevant FileCloud services and no longer than what is required to meet the Company's legal, regulatory and operational requirements and as necessary to perform services.

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

After the Account Cancelation, files can no longer be recovered. If you need immediate data deletion, you can request it by contacting FileCloud's Customer Support.

9. Ownership

(a) Ownership by Customer: Customer owns all right, title and interest in and to the Content provided, transmitted or processed through, or stored in, the FileCloud Online services. Customer hereby grants FileCloud the right to transmit, use, modify, adapt, reproduce, display or disclose the Content solely to provide the Services to Customer and End Users; to comply with request of a governmental or regulatory body such as subpoenas, court orders or as otherwise required by laws; for statistical use (provided such data is not personally identifiable); and as necessary to monitor and improve the FileCloud Online services and corresponding support. Customer represents and warrants that Customer has all rights in the Content necessary to grant these rights and use the FileCloud Online services, and that the transmission, storage, retrieval, and processing of the Content do not violate any laws, FileCloud's EULA or these Terms.

(b) Ownership by FileCloud: FileCloud owns and reserves all right, title and interest in and to the Services including all hardware, software and other items used to provide the FileCloud Online services and Materials including all intellectual property rights such as patents, patent applications, trademarks, servicemarks, copyrights, or other intellectual property rights. No title or ownership of any FileCloud proprietary rights is transferred to Customer or any End User pursuant to these Terms or any transaction contemplated by these Terms. FileCloud reserves all rights not explicitly granted to Customer. FileCloud is free to use any comments, suggestions, recommendations, and other feedbacks you provide with respect to the Services for any purpose, without obligation.

10. Warranty

FILECLOUD PROVIDES THE SERVICES "AS IS," AND "AS AVAILABLE" TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FILECLOUD MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. FILECLOUD SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

11. SLA

(a) FileCloud warrants at least 99.9% System Availability during each calendar month. If the System Availability is less than 99.9%, and if Customer has fulfilled all of its obligations under these Terms, FileCloud will provide Customer with a Service Credit applied to the month in which the failure to meet the SLA has occurred. The Service Credit will be equal to the credit percentage

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

identified in the table below multiplied by the Customer's Fees paid to FileCloud for the FileCloud Service that are attributable to the corresponding month, calculated on a straight line pro-rated basis with respect to any Fees paid in advance. Customer may terminate the subscription upon 30-day written notice if System Availability is less than 97% for one or more validated SLA claims submitted by Customer under the SLA in each of three consecutive calendar months or one or more validated SLA claims submitted by Customer under the SLA in each of three out of five consecutive calendar months.

% of Services Availability per Calendar Month	Service Credit
99.9% to 99.5%	10%
99.4% to 99.0%	20%
< 99.0%	40%

(b) General Terms Applicable to the SLA:

- SLA Claims and Service Credit:
  - In order to receive any Service Credit, Customer must notify FileCloud in writing within 10 business days from the time Customer becomes eligible to receive a Service Credit. The remedies set forth herein represent Customer's sole and exclusive remedy for FileCloud's failure to meet the SLA defined in these Terms. Failure to comply with this requirement will forfeit Customer's right to receive the Service Credit. In no event will the total amount of Service Credit, if any, exceed the fees paid by Customer for the corresponding month.
  - All claims are subject to validation by FileCloud: FileCloud will use log files, database records, audit logs, and any other information available to validate claims and make a good faith judgment on the applicability of Service Credits to the incident. FileCloud will make information used to validate the SLA claim available for auditing by Customer at Customer's request.
  - The maximum Service Credit Customer is entitled to receive in any given month is calculated against the Attributable Monthly Subscription Fee for the Services. Customers who are past due on any payments owed to FileCloud are not eligible to receive Service Credit. FileCloud will issue Service Credit, as determined in its sole discretion, either on future billing cycles or as a refund against Fees paid.

- Exceptions:
  - Customer will not be entitled to Service Credit in connection with any Force Majeure Event as defined in these Terms.
  - Customer will not be entitled to Service Credit to the extent a Service Credit claim is due to violation of FileCloud's EULA; use of the Services outside the scope described in these Terms and the Documentation; Customer equipment, software, other technology or third party equipment, software or other technology outside of FileCloud's datacenter and not under the direct control of FileCloud; failure of Customer to meet the configuration requirements for Customer equipment set forth in the Documentation; any actions or inactions of Customer or any other

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

third party not under the direct control of FileCloud; or due to attacks such as hacks, denial of service attacks, malicious introduction of viruses and disabling devices caused by third parties, unless such attacks succeeded due to FileCloud's failure to meet its security requirements described in these Terms.

12. Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify and hold harmless FileCloud, its subsidiaries, affiliates, contractors, officers, directors, employees, agents, licensors, licensees, distributors, developers, content providers, and other users of the Services, from all damages, losses, liabilities, claims and expenses, including attorneys' fees, arising directly or indirectly from any third party demand or claim that any Content provided by you, or your use of the Services, in breach of infringing any patent, trademark, or copyright of a third party or misappropriates a trade secret to the extent that such misappropriation is not the result of FileCloud's actions; or violates applicable laws or these Terms. FileCloud reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you hereunder, and in such event, you shall have no further obligation to provide indemnification for such matter.

13. Limitation of Liability

To the maximum extent permitted by law, FileCloud shall not be liable for any direct, indirect, incidental, special, consequential, incidental, or punitive damages, including but not limited to lost profits, loss or corruption of data, or for cost of procurement of substitute technology arising out of the use or inability to use the Services irrespective of whether FileCloud or its Suppliers has been advised of the possibilities of such damages. FileCloud's maximum liability for damages shall be limited to the Fees received by FileCloud in the 12 months before the dispute for the particular Services which caused the damage.

14. Privacy

FileCloud is committed to protecting your privacy. We work hard to ensure the safety of the information you shared with us. You can review FileCloud's Product Privacy Notice at https://www.filecloud.com/product-privacy-notice to understand what information we collect, why we collect it and how we manage it while you are using FileCloud products and services. You agree our Product Privacy Notice applies to your use of our products and services.

15. Suspension and Termination of your Use of the Services

(a) FileCloud reserves the right to temporarily suspend or terminate your access to the Services at any time in FileCloud's sole discretion, with or without cause, and with or without notice, without incurring liability of any kind. For example, we may suspend or terminate your access or use of the FileCloud Online services for:

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

- Violation of FileCloud's EULA or these Terms;
- Use of FileCloud Online services in a manner that may cause FileCloud to have legal liabilities or disruption to others' use of FileCloud Online services;
- Suspicion or detection of any malicious code, virus or other harmful code in your Account
- Your use of excessive storage capacity or bandwidth. If, in our determination, the suspension might be indefinite or we have elected to terminate your access to the FileCloud Online services, we will notify you through email registered with the Account. You acknowledge that if your access to the FileCloud Online services is suspended or terminated, you may no longer have access to the Content that is stored with the FileCloud Online services. We may not be able to restore the Content that was stored prior to the suspension.

(b) Post-Termination Obligations: Upon termination of these Terms for any reason, all of your rights to use or access the FileCloud Online services will cease. For 15 days following the expiration or termination of these Terms or the applicable subscription term for which you have paid, and subject to your prior written request, we will grant you with limited access to the FileCloud Online services solely for purposes of your retrieval of the Content. After the 15-day period, FileCloud has no further obligation to maintain the Content and will delete the Content unless legally prohibited. In the case of Trials, FileCloud has no further obligation to maintain the Content after the trial is completed and will delete the Content at the end of the trial period.

16. Force Majeure

Notwithstanding anything to the contrary contained herein, neither party shall be liable for any delays or failures in performance under these Terms resulting from acts beyond its reasonable control including, without limitation, acts of God, terrorist acts, or loss of data due to power failures or mechanical difficulties, war, or civil unrest. Payment obligation is specifically excluded from this provision.

17. Digital Millennium Copyright Act of 1998

We respect the intellectual property of others and reserve the right to delete or disable Content that appears to violate these terms or applicable laws. The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that Content infringes your copyright, you or your representative may send us a notice requesting that the Content be removed or access to it blocked. U.S. Federal law requires that your notification include the following information:

- physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

- identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- information reasonably sufficient to permit us to contact you, such as physical address, telephone number, and, if available, an email address;
- a statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law;
- a statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

18. General Provisions

(a) In terms of Export Compliance, Governing Law, U.S. Government Rights, Grant of Publicity Rights, Assignment and other provisions not specifically called out in these Terms, FileCloud's EULA shall apply and govern.

(b) You may not assign these Terms or your rights and obligations under them, in whole or in part, to any third party without FileCloud's prior written consent.

19. Exhibit 7 Safeguarding Contract Language

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

(1) All work will be performed under the supervision of the contractor.
(2) The contractor and contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. The contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.
(3) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.
(4) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.
(5) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(6) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(7) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(8) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(9) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(10) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(11) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(12) For purposes of this contract, the term "contractor" includes any officer or employee of the contractor with access to or who uses FTI, and the term "subcontractor" includes any officer or employee of the subcontractor with access to or who uses FTI.

(13) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

II. CRIMINAL/CIVIL SANCTIONS

(1) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(2) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

(3) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(4) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

(5) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency's security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency's security policy and procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

DocuSign Envelope ID: 810F0656-DDEA-48D7-9220-3CC855EAD9BA

CodeLathe Technologies Inc. dba FileCloud

SIGNATURE: DocuSigned by: George Lo 037F0FCFD1E3488...

NAME: George Lo

TITLE: Chief Financial Officer

DATE: 12/27/2023

AtomAI Solutions Inc.

ATOM SUBSCRIPTION AGREEMENT

This Atom Subscription Agreement, with the attachments (this "Agreement"), is between AtomAI Solutions Inc. ("AtomAI"), whose principal place of business is 254 Chapman Rd, Suite 208 #16317, Newark, Delaware 19702, and the customer identified on the associated Order Form or Statement of Work ("Customer"). This Agreement includes the following attachments which are hereby incorporated by reference:

Atom Privacy Policy (attached hereto as Attachment A);
Atom Services Terms (attached hereto as Attachment B); and
Atom Service Level Agreement (attached hereto as Attachment C).

THIS SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S USE OF THE SERVICES. BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CORPORATION OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS.

1. DEFINITIONS

Capitalized terms have the meanings provided in this Agreement or as defined as follows:

"Customer Data" means all data, including data points, search terms, text, sound, video, images or files that are provided to AtomAI by, or on behalf of, Customer or collected and processed by or on behalf of Customer using the Services.

"Documentation" means the online help and training materials for the Services made available to Customer by AtomAI, as updated from time to time.

"End User" means any person, permitted or authorized by Customer to use the Services or access Customer Data hosted through the Services and, in the case of any user-based Subscription, for whom subscriptions have been purchased and to whom user identifications and passwords have been supplied by Customer. End Users may include Customer's employees, contractors, vendors and agents, as well as third parties with whom Customer transacts business.

"Fees" means the fees for the Subscription to be paid by Customer, as set forth in the Order Form.

"Indemnified Liabilities" means any settlement amounts approved by the indemnifying party and damages and costs awarded against the indemnified party in a final judgment by a court of competent jurisdiction.

"Intellectual Property Rights" means all patent rights, copyrights, trademark rights, rights in trade secrets, database rights, moral rights and any other intellectual property rights (registered or unregistered).

"Order Form" means an order form signed by Customer and AtomAI that includes applicable limits on Customer's use of Services, the length of Customer's Subscription, and the applicable Fees, subject to the terms of this Agreement.

"Services" means the online, web-based platform and mobile applications known as Atom and other designated products as described in the Documentation and purchased by Customer via an Order Form, including any associated offline components but excluding Third-Party Products.

"Subscription" means the period for which Customer is authorized to use the Services, as set forth in the Order Form.

"Third-Party Products" means online, web-based applications, platforms and infrastructure and offline software products that may be configured to operate with the Services, but are provided by third parties.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or governmental tribunal.

2. USE OF SERVICES

2.1 Right to Use. Subject to Customer's compliance with the terms of this Agreement, AtomAI hereby grants Customer a non-sublicensable, non-transferable (except as provided in Section 12.3), non-exclusive, terminable right to access and use the Services as further described in this Agreement during the term of Customer's Subscription. AtomAI reserves all other rights.

2.2 Updates to the Services. AtomAI may modify, update or release enhancements to the Services at any time, and for any reason. AtomAI will notify Customer of any material modification, update or enhancement promptly after it is scheduled. If there is a large feature release that impacts end user experience, all end users will receive an email, at least one week prior to the release, describing the release, as well as providing a link to any Documentation supporting the release. AtomAI will provide all such modifications, updates or enhancements at no additional cost to Customer during the Subscription; provided that both parties agree that there may be a cost for additional modules or functionality that may be offered in the future as add-ons to the Services.

2.3 Conditions of Use.

(A) Customer may use the Services only in accordance with the terms of this Agreement, the Documentation, and applicable laws. If Customer is using the Services with Google Maps API, Customer agrees that it will comply with, and will cause its End Users to comply with,

Google, Inc.'s then-current terms at the following URLs: (i) the Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html; (ii) the Google Maps / Google Earth Legal Notices at https://maps.google.com/help/legalnotices_maps.html; and (iii) Google's Acceptable Use Policy at https://enterprise.google.com/maps/terms/universal_aup.html (or such other URLs as Google, Inc. may make available from time to time).

(B) AtomAI may make modifications to the Atom Services Terms from time to time to accommodate changes to the Services, legal requirements, changes to any Third-Party Products on which the Services depend, or for any other commercially reasonable purpose.

(C) Customer may not reverse engineer, decompile, disassemble, or work around technical limitations in the Services, except to the extent permitted by applicable law despite these limitations. Customer may not distribute, rent, sublicense, sell, transfer, or otherwise make the Services, or any part thereof, available to, or use the Services for the benefit of, any person other than Customer and its End Users.

(D) Customer will comply with all export control laws and all anti-bribery laws applicable in connection with its Subscription and use of the Services. Customer represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports and that it will not permit End Users to access or use the Services in violation of any U.S. export embargo, prohibition, or similar restriction.

(E) Customer will not: (1) remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or (2) falsify or delete any attributions, legal notices or other labels regarding the origin or source of material obtained through the Services.

2.4 Responsibility for End Users; Customer Accounts.

(A) End Users. Customer is responsible for its End Users compliance with this Agreement.

(B) Customer Accounts. Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with its use of the Services. Customer will use commercially reasonable efforts to prevent and, if necessary, terminate any unauthorized use of the Services and will promptly notify AtomAI of any possible misuse or any security incident related to the Services of which Customer becomes aware.

2.5 Customer Data

(A) Customer retains ownership of all Customer Data, as between AtomAI and Customer. By submitting Customer Data to AtomAI through use of the Services, Customer hereby grants AtomAI a perpetual, irrevocable, non-exclusive, worldwide, sublicensable, and royalty-free license to use the Customer Data solely for the following purposes: (i) providing and improving the Services; and (ii) providing technical support and/or implementation or configuration assistance at Customer's request.

(B) Customer is solely responsible for the content, accuracy, quality, integrity, and legality of Customer Data, as well as the means by which Customer acquires Customer Data, and will

secure and maintain all rights in Customer Data necessary for AtomAI to provide the Services without violating the rights of any third party. AtomAI does not and will not assume any obligations with respect to Customer Data or Customer's use of the Services other than as expressly set forth in this Agreement or as required by applicable law.

(C) Customer acknowledges that the Services will access and process Customer Data to generate reports, work orders, summaries, analyses, documents and other results. If Customer chooses to save such output, it will be saved as Customer Data. Customer's ability to recreate or duplicate such output will cease upon expiration or termination of this Agreement. Customer understands and agrees that AtomAI has no control over (and makes no representations, warranties, or covenants regarding) the storage, accessibility, or protection of Customer Data by providers of Third-Party Products whose services may be required for the storage, accessibility, or protection of Customer Data.

(D) Customer may request AtomAI's assistance in exporting its Customer Data at any time, in which case AtomAI will have 30 days from Customer's written request to provide Customer with such export. AtomAI will, at AtomAI's cost, provide Customer with one export of Customer Data upon the expiration or termination of this Agreement. If Customer requests AtomAI's assistance with any additional exports, such assistance will be provided at AtomAI's then-current rates.

3. FEES AND PAYMENTS

3.1 **Fees**. Customer's use of the Services is subject to the payment of the Fees set forth in the Order Form. Except as otherwise specified in this Agreement and the Order Form, (A) Fees are based on the Services purchased and not actual usage, (B) payment obligations are non-cancelable and fees paid are non-refundable, and (C) any End User subscription quantities cannot be decreased during the relevant Subscription set forth on the Order Form. Fees for any End User subscriptions added during a Subscription will be prorated based on that portion of the Subscription remaining. Unless otherwise provided in the Order Form, Customer will pay for its Subscription on a full annual prepaid basis. Fees are due 30 days from the invoice date.

3.2 **Taxes**. Unless otherwise stated in the Order Form, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying any Taxes associated with its purchases. If AtomAI is legally obligated to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer unless Customer provides AtomAI with a valid tax exemption certificate.

4. TERM, TERMINATION, AND SUSPENSION

4.1 **Term**. This Agreement commences on the Effective Date and will remain in effect until the expiration or termination of Customer's Subscription.

4.2 **Termination**. Either party may terminate this Agreement with written notice if the other party: (A) is in material breach of this Agreement and fails to cure such breach within 30 days of written notice from the non-breaching party; or (B) becomes the subject of a petition in

bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

4.3 **Renewal**. Upon expiration of Customer's Subscription, should Customer wish to renew its Subscription, Customer may be required to enter into a new agreement, a supplemental agreement or an amendment to this Agreement.

4.4 **Suspension**. AtomAI may suspend Customer's use of the Services if: (i) it is reasonably necessary to prevent unauthorized access to Customer Data; (ii) Customer fails to respond to a claim of alleged infringement of AtomAI's Intellectual Property Rights within a reasonable time; (iii) Customer does not comply with the Atom Services Terms or materially breaches Section 2.3(D) hereof; or (iv) Customer is more than 30 days delinquent in paying any undisputed Fees due under this Agreement (AtomAI to provide Customer at least 10 days' prior notice of any suspension related to an overdue account). Any suspension will be in effect only while the condition or need exists and AtomAI will provide notice to the named administrators of Customer's Subscription except where AtomAI reasonably believes the Services must be suspended immediately.

4.5 **Termination of Services**. AtomAI may terminate this Agreement immediately upon written notice if AtomAI reasonably determines that changes in applicable laws, or changes to Third-Party Products upon which the Services are dependent and for which there are no commercially reasonable substitutes, make it impracticable to continue providing the Services.

4.6 **Effect of Expiration or Termination**. If this Agreement is terminated for cause by Customer in accordance with Section 4.2, or is terminated by AtomAI in accordance with Section 4.5, AtomAI will refund to Customer any prepaid Fees on a prorated basis for any unused Subscription periods. If this Agreement is terminated for any other reason, any Fees outstanding will become immediately due and payable. When this Agreement expires or terminates, Customer will have 30 days following the date of such expiration or termination to request an export of Customer Data in accordance with Section 2.5(D) and all other rights under this Agreement terminate, except as set forth in Section 12.8.

5. SUPPORT

During the Subscription, AtomAI will provide Customer with front-line technical support for the Services directly to Customer's technology administrators including responding to questions, complaints and other support issues in accordance with AtomAI's then-current support policy.

6. PRIVACY AND DATA PROTECTION

6.1 **End User Privacy**. Customer will obtain and maintain all required consents from End Users in accordance with applicable data protection law to allow: (A) Customer to access, monitor, use or disclose any data submitted through the Services; and (B) AtomAI to provide the Services as contemplated herein, which may include the use, by AtomAI and providers of Third-Party Products, of an End User's location.

6.2 **Additional Terms**. Additional privacy and security terms are available in the Atom Services Terms. The Atom Services Terms apply only to Customer's use of the Services and not

to any other services or products provided by AtomAI or third parties. Customer acknowledges and agrees that certain providers of Third-Party Products may also have access to Customer Data, and any use by such providers of Customer Data shall be governed by the privacy policies of such third parties.

6.3 **Disclosure Required by Law**. Customer hereby consents and authorizes AtomAI, as required by law, to access and disclose to law enforcement or other government authorities, data from, about or related to Customer, including the content of communications (or to provide law enforcement or other government entities access to such data). As and to the extent required by law, Customer must notify End Users that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as required by law, and Customer must obtain End Users' consent to the same.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 **Ownership**. Except as expressly set forth herein, this Agreement does not grant either party any rights to the other party's intellectual property. As between the parties and subject to the limited rights expressly granted herein, (A) Customer owns all rights, title and interest in and to its Customer Data, including all Intellectual Property Rights therein, and (B) AtomAI and its licensors own all rights, title and interest in and to the Services, including all Intellectual Property Rights therein.

7.2 **Marks**. Any use of a party's trade names, trademarks, service marks, logos, domain names and other distinctive brand features (together, "Marks"), inures to the benefit of the party holding rights in those Marks.

7.3 **Feedback**. Customer hereby grants AtomAI a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations, corrections or other feedback provided by Customer, including its End Users, relating to the Services.

8. CONFIDENTIALITY

8.1 **Confidential Information**. As used herein, "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other ("Receiving Party"), by any means, that is designated as confidential or that reasonably should by understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information includes Customer Data. AtomAI Confidential Information includes the Services and the terms of this Agreement and all Order Forms. Confidential Information does not include any information that (A) is or becomes generally known to the public without breach of this Agreement by Receiving Party, (B) was known to Receiving Party prior to its disclosure by Disclosing Party, (C) is received from a third party without breach of any obligation owed to Disclosing Party, or (D) was independently developed by Receiving Party without access or reference to any Confidential Information of Disclosing Party.

8.2 **Protection of Confidential Information**. Except as otherwise permitted in writing by Disclosing Party, Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of a similar type (but in no event less than

reasonable care) and Receiving Party will limit access to Disclosing Party's Confidential Information to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Receiving Party that are no less stringent than those set forth in this Agreement. Customer will not disclose the terms of this Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without AtomAI's prior written consent. Receiving Party will remain responsible for its employees, contractors, agents, affiliates, and professional advisors complying with this Section 8.2. Receiving Party will promptly notify the Disclosing Party of any unauthorized access to or disclosure of the Disclosing Party's Confidential Information.

8.3 Required Disclosure. Receiving Party may disclose Confidential Information of Disclosing Party if it is required by law to do so, provided that, to the extent permitted by law, Receiving Party provides Disclosing Party prior notice of such disclosure and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure.

9. DISCLAIMERS

9.1 Third-Party Products. Customer acknowledges that availability of the Services depends in part on the availability of Third-Party Products with which the Services are integrated, such as mapping applications and customer relationship management (CRM) software or enterprise resource planning (ERP) software. Customer also acknowledges that the Services have been built and run on platforms operated by third-parties. Customer acknowledges that AtomAI has no control over the availability of these Third-Party Products. Accordingly, AtomAI makes no representations, warranties or covenants regarding the availability of the Services to the extent that such availability is dependent on the availability of any Third-Party Products. Nothing in this Agreement creates any rights or obligations on AtomAI's part with respect to such Third-Party Products or third-party providers, nor will this Agreement be construed as creating any rights or obligations on the part of providers of Third-Party Products with respect to the Services.

General. EXCEPT AS SET FORTH IN THE SLA, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AtomAI DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, CONDITIONS, OR OTHER TERMS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WITHOUT LIMITATION, AtomAI DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT SERVICES OPERATION WILL BE ERROR-FREE OR UNINTERRUPTED AND AtomAI, ITS LICENSORS, AND EACH OF THEIR SUPPLIERS DISCLAIMS ANY REPRESENTATION OR WARRANTY OF CONTENT ACCURACY.

10. DEFENSE OF CLAIMS

10.1 Obligations.

(A) AtomAI will defend Customer, and indemnify Customer against Indemnified Liabilities, in any Third-Party Legal Proceeding to the extent arising from an allegation that the Services infringe that third party's Intellectual Property Rights.

(B) Customer will defend AtomAI, and indemnify AtomAI against Indemnified Liabilities, in any Third-Party Legal Proceeding to the extent arising from: (A) an allegation that any Customer

conduct described in Section 10.2 infringes that third party's Intellectual Property Rights; (B) Customer's violation of law; or (C) Customer's failure to obtain necessary rights and consents to provide data (if any) to AtomAI.

10.2 Limitations. A party's indemnification obligations will not apply to the extent that the underlying allegation arises from: (A) the indemnified party's breach of this Agreement; (B) modifications to the Services by anyone other than AtomAI; (C) Customer's combination of the Services with materials or items not provided by or authorized by AtomAI; (D) Customer's use of the Services after AtomAI notifies Customer to stop due to a third-party claim; or (E) AtomAI's compliance with Customer's design or request for customized features.

10.3 Remedies. If the Services are the subject of a Third-Party Legal Proceeding or an Intellectual Property Rights allegation, or if AtomAI reasonably believes that it may become subject to such a proceeding or allegation, AtomAI will, at its expense: (A) secure the right for Customer to continue using the Service; and (B) replace or modify the Service to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the Service, and notify Customer to stop use of the prior version of the Service. If AtomAI cannot accomplish either of the foregoing using commercially reasonable efforts, and only in such event, AtomAI will discontinue providing the Services and refund any advance Fees paid for unused Subscription rights.

10.4 General. A party seeking protection under this Article 10 must (i) notify the other promptly of any allegation(s) that could lead to a Third-Party Legal Proceeding and, (ii) reasonably cooperate with the indemnifying party to resolve the allegation(s). If a party's failure to provide such notice prejudices the defense of a Third-Party Legal Proceeding, the indemnifying party's obligations under this Article 10 will be reduced in proportion to such prejudice. The party seeking protection must (A) give the other party sole control over the defense and settlement of any Third-Party Legal Proceeding; and (B) provide reasonable cooperation in defending the Third-Party Legal Proceeding; provided that (i) any settlement requiring the indemnified party to admit liability or pay any money will require the indemnified party's prior written consent, such consent not to be unreasonably withheld or delayed; and (B) the indemnified party may join in the defense of a claim with its own counsel at its own expense. Without affecting either party's termination rights, this Article 10 sets forth the parties' sole rights and obligations under this Agreement for claims related to Intellectual Property Rights and Third-Party Legal Proceedings.

11. LIMITATION OF LIABILITY

11.1 Limitations.

(A) The aggregate liability of either party for all claims under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Services during the 12 months prior to the date the applicable cause of action arose; provided that in no event will a party's aggregate liability exceed the amount paid for the Services during the Subscription.

(B) NEITHER PARTY WILL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF REVENUE OR ANTICIPATED SAVINGS,

BUSINESS INTERRUPTION, OR LOSS OF DATA, WHETHER OR NOT THE LOSSES WERE FORESEEABLE OR CONTEMPLATED BY THE PARTIES.

11.2 Exceptions. The limits of liability in this Article 11 apply to the full extent of the law, but do not apply to either party's liability for: (A) its defense and indemnification obligations under Section 10.1; (B) violation of the other party's Intellectual Property Rights; (C) fraud or fraudulent misrepresentation; or (D) payment of Fees.

12. GENERAL PROVISIONS

12.1 Notices. All notices, consents, and waivers under this Agreement must be in writing and delivered to the applicable party, sent to the address set forth in the preamble in the case of AtomAI, and to the address set forth in the Order Form in the case of Customer. AtomAI and Customer each agree that notices and other communications under this Agreement may be received by email unless otherwise required by law. Notice will be deemed given: (A) when verified by written receipt if sent by personal courier, overnight courier, or when received if sent by mail without verification of receipt; or (B) when verified by automated receipt or electronic logs if sent by email. A party may change its address or designee for notification purposes by giving the other party written notice of the new address or designee and the date upon which it will become effective.

12.2 Audit Rights. During the term of this Agreement and for a period of 12 months following termination or expiration, AtomAI will have the right, upon 10 business days' written notice, during Customer's normal business hours, to audit Customer's use of the Services to verify its compliance with the terms of this Agreement. Customer will maintain and make available records sufficient to permit AtomAI or its independent auditor to conduct such an audit. If any audit reveals any noncompliance, including but not limited to the underpayment of Fees, Customer will promptly cure the noncompliance, including paying AtomAI any shortfall. If any audit reveals a shortfall in Fees of 10% or more in any 12-month period, Customer will pay such shortfall at AtomAI's then-current list price and reimburse AtomAI the reasonable cost of its audit.

12.3 Assignment; Change of Control. AtomAI may transfer this Agreement to an affiliate or pursuant to a change of control (through a stock purchase or sale, merger, or other form of corporate transaction). Any other attempt to assign this Agreement without the other party's prior written consent is void.

12.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.5 Customer Attribution; Publicity. Customer agrees that AtomAI may use its name and logo on AtomAI's customer list. Neither party may make any other public statement regarding this Agreement or the parties' relationship hereunder without the other party's prior written approval.

12.6 No Agency. The parties are independent contractors. This Agreement does not create any agency, partnership or joint venture between the parties.

12.7 No Waiver; Cumulative Remedies. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under this Agreement. Other than as expressly stated in this Agreement, the remedies provided in this Agreement are in addition to, and not exclusive of, any other remedies available to a party at law or in equity.

12.8 Survival. Those provisions that by their nature should survive termination of this Agreement, will survive termination of this Agreement.

12.9 Force Majeure. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control. AtomAI may (at its sole discretion) suspend the provision of the Services or modify the Services at any time to comply with applicable law. If any suspension under this Section 12.9 continues for more than 30 days, Customer may, at any time until use of the Services is reinstated, terminate this Agreement upon written notice to AtomAI.

12.10 Governing Law; Jurisdiction; Waiver of Jury Trial. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under this Agreement, the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court. Each party hereby waives any right to a jury trial in connection with any action or claim in any way arising out of or related to this Agreement.

12.11 Severability. If any provision (or portion of a provision) of this Agreement is found to be invalid, illegal or unenforceable, such provision will be modified and interpreted so as to best accomplish the objectives of the original provision to the fullest extent permitted by law, and the rest of this Agreement will remain in effect.

12.12 Entire Agreement; Precedence; Amendment. This Agreement and the associated Order Form(s) constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements on that subject. In entering this Agreement, neither party has relied on (and neither party has any right or remedy based on), any statement, representation or warranty, except those expressly stated herein. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Any amendment must be in writing, signed by both parties, and expressly state that it amends this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their duly authorized officers as of the Effective Date.

AtomAI Solutions Inc.	CUSTOMER
_____	_____
Print name: _____	Print name: _____
Print title: _____	Print title: _____
Date: _____	Date: _____

Attachment A

ATOM PRIVACY POLICY

This Privacy Policy describes the privacy and data security principles followed by AtomAI Solutions Inc. with regard to the personal information of individuals, customers and licensees who visit and use our online, web-based platform and mobile applications known as Atom App (the “Services”).

This Privacy Policy will help you understand how we collect and use the personal information you share with us. By using or accessing the Atom website and applications, you are accepting the practices described in this Privacy Policy. In this privacy policy, we sometimes refer to “You”. “You” may be a visitor to the Atom website, a customer and user of one or more of our Services, or an employee of a customer.

This policy does not apply to third-party websites, products, or services even if they link to our Services, and You should consider the privacy practices of those third parties carefully.

To further clarify, by accessing the Atom website and using the Atom applications, You acknowledge and agree that certain providers of third-party products may also have access to the data You share or we access. One such third-party provider is Google, Inc., and You allow Google, Inc. to use such data as described in Google, Inc.’s privacy policy at https://www.google.com/intl/ALL/policies/privacy/index.html.

This Atom Privacy Policy applies to the collection, hosting, storage, security, processing, transfer, and use of, as well as the access to, personal information, customer data, and services data concerning You, and applies only to use of the Services and not to any other services or products provided by AtomAI or any third parties.

How We Collect and Use Information

We collect and use Your personal information to provide our Services to You and to operate and improve the Atom website and services. We will only use your personal information in ways outlined in this Privacy Policy. Depending on how You use the Atom website, applications, and Services, we may collect the following types of information and use it in this manner:

Accessing our website – Like most websites, our Atom website automatically collects and uses the data contained in log files. Information in log files may include Your computer’s IP (internet protocol) address, your ISP (internet service provider), the web browser You used to visit our site, the time You visited our site, which web pages You visited, and other anonymous site usage data. Every computer with internet capability is given a number that serves as that computer’s IP address. When You request a page from Atom’s website, our web servers automatically recognize Your IP address. The domain name and IP address reveal nothing personal about You other than the IP address from which You have accessed our site. We may use this information to examine traffic in aggregate, investigate misuse of AtomAI’s websites, detect fraud, or cooperate with law enforcement.

Information You provide – We offer access to some information and services without a charge, but to access the information we ask that You complete a registration form. In this instance, we may ask You to provide limited personal information (such as your name and email address). Furthermore, employees of our customers may provide information through Atom's website and applications in order to use the Services. Such information will include first and last name, work email address (which may include an image of the employee profile from Google Accounts if the employee signs-in using his or her Google-based email for work), and phone number. In the future, the Atom website and related applications may collect an employee's geolocation using such employee's mobile device in order to provide traffic conditions and routes, weather alerts, disaster alerts, and on-site updates when actual work is being conducted. Our geolocation will allow the user to opt-in and opt-out of any alerts or other notifications by modifying applicable settings.

How we and others may communicate with You using the information You provide – We communicate through email, and notices posted on the Atom website. Examples of these email notices include: (1) welcome and engagement messages – when You register for our Services, we may send you a series of emails to inform You about how to best use our Services, as well as to inform you of new features; (2) service messages – these will cover service availability, security, and other issues about the functioning of Atom; and (3) promotional email messages, which may contain promotional information directly about us or about our business partners. Finally, we may provide Your contact information to our partners for marketing purposes; please see below if You would like to opt-out of such communications.

You may change your email and contact preferences, or any other personal information, at any time by notifying us as explained in more detail at the end of this policy under the "Your Privacy Rights" section of this Policy. If we use Your information in a manner different than the purpose for which it was collected, we will ask for Your consent before such other use.

Push Notifications - We may send You push notifications from time-to-time in order to update You about any updates, events or promotions that we may be running. If you do not wish to receive these types of communications, you may turn them off at the device level. To ensure You receive proper notifications, we will need to collect certain information about Your device such as operating system and user identification information.

Cookies – When You visit Atom's website or it related applications we may send one or more "cookies" to your computer or mobile device. Third-party websites You may access through our sites may also send cookies to Your computer. A cookie is a small piece of data that is sent to Your browser from a web server and stored on Your computer's hard drive. We use cookies to improve the quality of our services, for instance, storing Your user preferences or log-in information, as well as for marketing purposes. You can choose whether to accept cookies by changing your browser settings. You can reset your browser to refuse all cookies, or allow Your browser to show you when a cookie is being sent. If you choose not to accept cookies, Your experience at our site and other websites may be diminished and some features may not work as intended. Our systems do not recognize browser "Do Not Track" signals. We provide You with tools to opt out of marketing from us or certain transfers of Your information. You can learn about this in the "Your Privacy Rights" section of this Privacy Policy.

Links – We may present links in a format that enables us to keep track of whether these links have been followed. We use this information to determine which sites are being accessed and how often, and to improve our services.

Other Sites – This Privacy Policy applies to the Atom website, applications, and Services only. Although we may provide links to internet sites or resources administered by third parties, we do not exercise control over third party sites that include other products or services. These other sites may place their own cookies or other files on Your computer, collect data or solicit personal information from You. We cannot protect the privacy of the information You share with any such third party and we suggest that You review their applicable privacy policies.

Other Requested Information
We may request Your name, e-mail address or mailing address for the purposes of conducting a survey or providing additional services (for example, subscriptions to e-mail newsletters, promotional announcements, or information about seminars). When making such a request, we will indicate the purpose of the inquiry. If we use this information in a manner different than the purpose for which it was collected, we will ask for Your consent before such other use.

Potential Disclosure of Your Information
We will disclose personal information and an IP address when we have Your consent or have the good-faith belief that such action is reasonably necessary to:

1. satisfy any applicable law, regulation, legal process or enforceable governmental request;
2. protect and defend the rights of our websites and related properties, or visitors to our websites and related properties;
3. enforce applicable terms of our Terms of Use, including investigation of potential violations thereof;
4. identify persons who may be committing a fraud or otherwise violating the law; or
5. cooperate with investigations of purported unlawful activities.

Security of Your Information
We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. Other than as set forth in the last sentence in this paragraph, we restrict access to personal information to our employees, contractors, agents and authorized third parties who need to know the information in order to operate, develop or improve the Services. These individuals are bound by confidentiality obligations. As noted above in the section entitled **"How we and others may communicate with You using the information You provide"**, we may provide Your contact information to our partners for marketing purposes.

Data Integrity
We process personal information only for the purposes for which it is collected and in accordance with this Privacy Policy or any applicable service-specific privacy notice. We review our data collection, storage and processing practices to ensure that we only collect, store and

process the personal information needed to provide or improve the Services or as otherwise permitted under this Privacy Policy.

Customer Data and Services Data

Customer Data is information that we may collect from Your use of the Atom website and related applications, and Your interactions with us off-line. We deal with Customer Data according to the terms of this Privacy Policy.

Services Data is data that resides on the Google Cloud Platform or on our customers' or third-party systems to which we are provided access to perform the Services (including development, Q&A, UAT and production environments that may be accessed to perform consulting and support services). We treat Services Data in accordance with the terms of this Privacy Policy.

Below are the conditions under which AtomAI may access, collect and/or use Services Data:

To Provide Services – Services Data may be accessed and used to fulfill the requirements specified in a Services contract or purchase order for support, consulting, or other services.

To Maintain and Upgrade a System – Technical staff may require periodic access to Services Data to monitor system performance, test systems and develop and implement upgrades to systems, if applicable.

To Address Performance and Fix Issues – On occasion, we may have a need to deploy new versions, patches, updates, and other fixes to our programs (or third party programs we support) and services. In accordance with the terms of Your subscription order and/or with notice to You, we may access and/or use a copy of Your development, Q&A, UAT and production environment, including Services Data, to test such new versions, patches, updates and fixes and validate that they work in Your environment(s).

Other Uses – We may transfer and access Services Data globally as required for the purposes specified above. If we hire subcontractors to assist in providing services, their access to Services Data will be consistent with the terms of this Privacy Policy, except where the confidentiality provisions within a specific service contract define different requirements.

We do not use Services Data except as stated above or in Your order. We may process Services Data, but we do not control Your information collection or use practices for Services Data. If You provide any Services Data to us, You are responsible for providing any notices and obtaining any consents necessary for us to access and use Services Data as specified in this policy and Your order.

Your Privacy Rights: Opting Out Of Marketing And Transfers; Accessing, Updating And Deleting Information – We want to communicate with You only if you want to hear from us. If you wish to opt out of receiving our marketing efforts or our sharing information with third parties for their marketing efforts, You may do so, at any time by clicking "unsubscribe" in any email you receive from us and following the instructions on the screen or by responding to an email and

including “Remove” in the subject line. Please be aware that You cannot opt out of receiving our service messages.

You may also opt out of receiving our marketing efforts or our sharing information with third parties by contacting us at: atom-support@AtomAIsystems.com or mail your questions to:

AtomAI Solutions Inc.
254 Chapman Rd, Suite 208 #16317
Newark, DE 19702

Please note that, from time to time, personal information collected from You may be processed and stored by us or our partners in jurisdictions in which disclosure may be compelled by governments, law enforcement agencies and regulatory bodies of those jurisdictions as required or permitted by the laws and courts of those jurisdictions. Depending on the laws of the applicable jurisdiction, we may not be allowed to provide notice to You of such required disclosure. We may also share Your personal information and other information with entities controlling, controlled by, or under common control with us. If some or all of our business assets are sold or transferred, we would transfer Your information to the buyer or transferee and for due diligence purposes to its professional advisors under an obligation of confidentiality.

Changes to this Policy
Our Privacy Policy may change from time to time. If we do make changes, we will post any policy changes on this page so that You are always aware of what information we collect, how we use it, and under what circumstances we disclose it. Each version of this Privacy Policy will be identified at the top of the page by its effective date. Please send any questions about our Privacy Policy to the contact email and address above.

Attachment B

ATOM SERVICES TERMS

Thank you for using our online, web-based platform and mobile applications known as Atom (the “Services”). The Services are provided by AtomAI Solutions Inc.

By using our Services, you are agreeing to these terms. Please read them carefully.

Using our Services

You must follow any policies made available to you within the Services.

Do not misuse our Services. For example, do not interfere with our Services or try to access them using a method other than the interface and the instructions that we provide. You may use the Services only as described in these terms, your subscription agreement, order form, or as permitted by applicable law. We may suspend or stop providing the Services to you if you do not comply with our terms or policies or if we are investigating suspected misconduct.

Using the Services does not give you ownership of any intellectual property rights in the Services or the content that you access. You may not use content from the Services unless you obtain permission from its owner or are otherwise permitted by law. These terms do not grant you the right to use any branding or logos used in the Services. Do not remove, obscure or alter any legal notices displayed in or along with the Services.

The Services display some content that is not ours. This content is the sole responsibility of the entity that makes it available.

In connection with your use of the Services, we may send you service announcements, administrative messages and other information. You may opt out of some of those communications, but not all of them.

Some of the Services are available on mobile devices. Do not use such Services in a way that distracts you and prevents you from obeying traffic or safety laws.

In addition, you agree that you will not, and will not allow third parties to use our Services to:

- participate in, or promote any activity considered illegal;
- launch any unlawful, invasive, infringing, defamatory or fraudulent software or enterprise;
- intentionally distribute viruses, worms, Trojan horses, corrupted files, hoaxes, or other items of a destructive or deceptive nature;
- interfere with anyone’s use of our Services, or interfere with the software and equipment used to provide our Services;
- disable, interfere with or circumvent any aspect of our Services;
- take any action to allow users to infringe or misappropriate the intellectual property rights of others;
- generate, distribute, or facilitate unsolicited mass email or advertising; or
- use the Services, or any interfaces included in the Services, to access any other company’s product or service in a manner that violates the terms of service of such other product or service.

Privacy

Please review the Atom Privacy Policy to understand how we treat your personal data and protect your privacy when you use our Services. By using our Services, you agree that we can use such data in accordance with our Privacy Policy.

About Software in our Services

When the Service requires or includes downloadable software, this software may be updated automatically on your device once a new version or feature is available.

We give you a personal, worldwide, royalty-free, non-assignable and non-exclusive license for the term of your subscription to use the software provided to you by us as part of the Services. This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided by us in the manner permitted by these terms, the subscription agreement, and your order form. You may not copy, modify, distribute, sell or lease any part of our Services or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless laws prohibit those restrictions or you have our written permission.

Our Warranties and Disclaimers

We provide the Services using a commercially reasonable level of skill and care and we hope that you will enjoy using them. But there are certain things that we do not promise about the Services.

Other than as expressly set out in these terms and our additional terms, neither AtomAI nor its partners, suppliers or distributors makes any specific promises about the Services. For example, we do not make any commitments about the content within the Services, the specific functions of the Services or their reliability, availability or ability to meet your needs. We provide the Services “as is”.

Some jurisdictions provide for certain warranties, like the implied warranty of merchantability, fitness for a particular purpose and non-infringement. To the extent permitted by law, we disclaim all warranties.

Other Applicable Terms

If you are using the Services with Google Maps API, you are bound by the Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html, including the Google Privacy Policy at https://policies.google.com/privacy?hl=en&gl=us (or such other URLs as Google, Inc. may make available from time to time).

About these Terms

We may modify these terms or any additional terms that apply to the Services to, for example, reflect changes to the law or changes to the Services. You should look at the terms regularly. We’ll post notice of modifications to the Service and these terms on this page. Changes will not apply retrospectively and will become effective no earlier than fourteen days after they are

posted. However, changes addressing new functions for the Services or changes made for legal reasons will be effective immediately.

If there is any inconsistency between these terms and the additional terms, the additional terms will prevail to the extent of the inconsistency.

If you do not comply with these terms and we do not take action immediately, this doesn't mean that we are giving up any rights that we may have (such as taking action in the future).

If it turns out that a particular term is not enforceable, this will not affect any other terms.

For information about how to contact us, please see the Atom Privacy Policy.

Attachment C

ATOM SERVICE LEVEL AGREEMENT (SLA)

During the Term of the applicable Atom License Agreement (the "Agreement"), the Covered Service will provide a Monthly Uptime Percentage to Customer of at least 99.9% (the “Service Level Objective" or "SLO"). If AtomAI does not meet the SLO, and if Customer meets its obligations under this SLA, Customer will be eligible to receive the Financial Credits described below. This SLA states Customer's sole and exclusive remedy for any failure by AtomAI to meet the SLO. Capitalized terms used in this SLA, but not defined in this SLA, have the meaning set forth in the Agreement. AtomAI provides the following availability service level agreement (“SLA”) for the Atom product (“Cloud Service”) as specified in an “Agreement”. This SLA is not a warranty. This SLA is available only to Client and applies only to use in production environments.

1. Availability Credits

Client must log a Severity 1 support ticket through the AtomAI Client Support Portal within the AtomAI technical support help desk within 24 hours of first becoming aware that there is a critical business impact and the Cloud Service is not available.

a. Client must reasonably assist AtomAI with any problem diagnosis and resolution.

A support ticket claim for failure to meet an SLA must be submitted within three business days after the end of the contracted month. Compensation for a valid SLA claim will be a credit against a future invoice for the Cloud Service based on the duration of time during which production system processing for the Cloud Service is not available (“Downtime”).

i. Downtime is measured from the time Client reports the event until the time the Cloud Service is restored and does not include time related to: a scheduled or announced maintenance outage; causes beyond AtomAI’s control; problems with Client or third party content or technology, designs or instructions; unsupported system configurations and platforms or other Client errors; a Client-caused security incident; Client security testing; or other Client initiated actions, such as performing version updates which cause loss of connectivity or inability for a user to authenticate to access the Cloud Service.

ii. Intermittent Downtime for a period of less than five minutes will not be counted towards the Downtime used in calculating compensation for any SLA claim.

b. AtomAI will apply the highest applicable compensation based on the cumulative availability of the Cloud Service during each contracted month, as shown in the table below. The total compensation with respect to any contracted month cannot exceed 17.5 percent of one twelfth (1/12th) of the annual charge for the Cloud Service.

2. Service Levels

Availability during a contracted month	**Compensation (% of monthly subscription fee for contracted month that is the subject of a claim)**
Less than 99.8%	3.5%
Less than 98.8%	7.5%
Less than 95.0%	17.5%

Example: *432 minutes total Downtime during contracted month*

43,200 total minutes in a 30 day contracted month - Minus 432 minutes of Downtime = 42,786 Minutes 43,200 Total Minutes	= 99.0% Availability for a 3.5% credit for availability during the contracted month

3. SLA Exclusions

This SLA does not apply to any: (a) features designated Alpha or Beta (unless otherwise set forth in the associated Documentation), (b) features excluded from the SLA (in the associated Documentation), or (c) errors: (i) caused by factors outside of AtomAI's reasonable control; (ii) that resulted from Customer's software or hardware or third party software or hardware, or both; (iii) that resulted from abuses or other behaviors that violate the Agreement; or (iv) that resulted from quotas applied by the system and/or listed in the Admin Console.

AtomAI Solutions Inc.
MASTER PROFESSIONAL SERVICES AGREEMENT

This **MASTER PROFESSIONAL SERVICES AGREEMENT** ("Agreement"), is made and entered into as of the date of last signature below (the "Effective Date"), by and between AtomAI Solutions Inc., a corporation organized under the laws of the state of California, with offices at 254 Chapman Rd, Suite 208 #16317, Newark, Delaware 19702 ("AtomAI"), and CUSTOMER, a (state agency, corporation) organized under the laws of the State of ??? with offices at ADDRESS ("Customer"). AtomAI and Customer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties."

1. BACKGROUND, OBJECTIVES, CONSTRUCTION AND INTERPRETATION

1.1 Background and Objectives. This Agreement will serve as a framework under which AtomAI will provide certain information technology services (the "Services"), as described in a statement of work executed by an authorized signatory of both Parties (each, a "Statement of Work"), incorporated herein, and as further requested by Customer from time to time during the term of this Agreement and agreed upon in a Statement of Work.

1.2 Definitions.

(A) Capitalized terms used in this Agreement have the meanings assigned to them in the applicable Section. Terms, acronyms and phrases that are used in the information technology industry or other pertinent business context should be interpreted in accordance with their generally understood meaning in such industries or business context.

(B) The word "include" and its derivatives (such as "including" and "includes") mean "include without limitation."

1.3 References and Interpretation.

(A) Headings, captions and titles used in this Agreement are included for convenience only and in no way define the scope or content of this Agreement or are to be used in the construction or interpretation of this Agreement. Any reference to a particular article or article number or exhibit is a reference to that specified article, article or exhibit of this Agreement, except to the extent that the cross-reference expressly refers to another document.

(B) If there is a conflict or inconsistency between the terms of this Agreement and any Statement of Work, the terms of this Agreement will prevail except to the extent that the Statement of Work specifically and expressly states an intent to supersede specific terms of this Agreement with applicability only to that executed Statement of Work. Notwithstanding the preceding sentence, no Statement of Work will be effective to: (1) expand, eliminate or restrict the scope of any indemnity obligation set forth in Article 11; (2) change any limitation of liability set forth in Article 12; (3) settle or resolve any dispute between the Parties; or (4) eliminate or restrict AtomAI's rights set forth in Section 5.4.

2. SCOPE OF SERVICES

2.1 Provision of Services. AtomAI will perform the Services identified in each Statement of Work entered into and executed by each of the Parties under the terms of this Agreement. Absent a Statement of Work, this Agreement does not, in and of itself, represent a commitment by either Party to provide any minimum amount of charges or Services.

2.2 Statements of Work. From time to time during the term of this Agreement, Customer may ask AtomAI to perform services that are not described in a Statement of Work. Following any such request, AtomAI will prepare and deliver a new statement of work. Each Statement of Work will, at a minimum, contain:

(A) a description of the work AtomAI is expected to perform in connection with such project, including a description of any Deliverables;

(B) a prospective schedule for commencing and completing such work; and

(C) AtomAI's prospective charges for such work.

If a proposed Statement of Work is mutually acceptable to the Parties, the Parties will execute the Statement of Work. Each Statement of Work will be a separate agreement and, except for any provisions of this Agreement that are specifically excluded or modified in such Statement of Work (subject to Section 1.3(B)), each Statement of Work will incorporate and be subject to all the terms and conditions of this Agreement.

2.3 Modification of a Statement of Work. Either Party may request modifications to a Statement of Work by submitting a written change order request to the other Party (each, a "Change Order"). If acceptable to both Parties, the Change Order will be executed by the Parties and will become part of the applicable Statement of Work. Neither Party will be bound by the terms of any Change Order until it is executed by both Parties.

2.4 Cooperation. Customer understands AtomAI's performance is dependent on Customer's timely and effective cooperation, and that the quality of the Services is dependent on Customer providing timely and accurate information to AtomAI and access to the required Customer resources in accordance with the objectives of the applicable Statement of Work. Accordingly, any delay or nonperformance by AtomAI will be excused if and to the extent that such delay or nonperformance results from Customer's failure to perform its responsibilities so long as AtomAI uses commercially reasonable efforts to perform notwithstanding Customer's failure (it being agreed that AtomAI will have no obligation to incur additional expenses in connection with such efforts unless Customer agrees in writing to reimburse AtomAI for such expenditures).

3. TERM, TERMINATION AND SUSPENSION OF SERVICES

3.1 Term. The term of this Agreement will begin on the Effective Date and will continue in effect until the later of (A) three (3) years after the Effective Date, and (B) the expiration or earlier termination of the last remaining Statement of Work, unless extended or terminated earlier in accordance with the terms of this Agreement. The Parties may agree to extend the term by written agreement.

3.2 Termination for Cause. If a Party commits: (A) a material breach of this Agreement that is capable of being cured within thirty (30) days after notice of breach (ten (10) days in the case of breach due to non-payment) from the non-breaching Party, but is not cured within such period, or (B) a material breach of this Agreement that is not subject to cure with due diligence within thirty (30) days of written notice thereof, then the non-breaching Party may, by giving written notice to the breaching Party, terminate this Agreement or the applicable Statement of Work, as of a date specified in the notice of termination.

3.3 Right to Suspend Services. Without limiting any of its rights under this Agreement, if undisputed invoices under this Agreement are at any time delinquent for thirty (30) days or more, AtomAI may partially or totally suspend its performance of Services under this Agreement and any Statement of Work in accordance with Section 3.2, without liability to Customer until such time as Customer brings its account current and provides assurances, reasonably acceptable to AtomAI, that Customer can and will meet its future payment obligations under this Agreement.

3.4 Termination for Convenience. Customer may terminate this Agreement or any Statement of Work for convenience and without cause at any time by giving AtomAI at least ten (10) business days' prior written notice designating the termination date.

3.5 Consequences of Termination. If this Agreement or any Statement of Work is terminated in accordance with the terms of this Article, Customer will pay AtomAI for all Services performed before the termination date in accordance with the terms of this Agreement or the applicable Statement of Work, including the cost of any third-party licenses procured for Customer that cannot be canceled. Termination of a Statement of Work will not affect any other Statements of Work then in effect. Termination of this Agreement will result in immediate termination of all Statements of Work then in effect.

4. AtomAI PERSONNEL

4.1 Oversight and Responsibility.

(A) AtomAI will assign an adequate number of AtomAI personnel to perform the Services. AtomAI personnel will be properly trained and fully qualified for the Services they are to perform.

(B) AtomAI may utilize subcontractors and AtomAI affiliates to perform the Services, and elements of the Services may be performed from locations outside the United States.

(C) AtomAI will be responsible for the appropriate oversight and supervision of all AtomAI employees and any subcontractors who perform Services hereunder, each considered "AtomAI personnel" for purposes of this Agreement. AtomAI will remain responsible for any Services performed by subcontractors to the same extent as if AtomAI performed such Services itself.

5. PROPRIETARY RIGHTS

5.1 Customer IP. As between Customer and AtomAI, all right, title and interest in and to Customer IP (as defined below) will remain the exclusive property of Customer. To the extent necessary to provide the Services, Customer hereby grants AtomAI, solely to provide the Services, a non-exclusive, non-transferable, fully paid-up and royalty-free, limited right to access and use Customer IP; provided that the rights granted to AtomAI hereunder will automatically expire effective upon the date that AtomAI ceases, for any reason, to provide the applicable Services. For purposes of this Agreement, "Customer IP" means (A) software and tools, (B) processes, procedures and methodologies, (C) formulas, templates and formats, and (D) documents and other written materials, whether proprietary to Customer or licensed to Customer from third parties (other than AtomAI), that are provided to AtomAI by Customer in order for AtomAI to provide the Services and fulfill its obligations under this Agreement.

5.2 AtomAI IP.

(A) As between AtomAI and Customer, all right, title and interest in and to AtomAI IP (as defined below) will remain the exclusive property of AtomAI. Except to the extent that the Parties enter into separate license agreements with respect to any software or other products provided by AtomAI (in which case such products will be governed by the terms of those license agreements), AtomAI hereby grants to Customer a perpetual, non-exclusive, worldwide, fully paid-up and royalty-free license to access and use (and to allow third parties to access and use solely for the benefit of Customer) the AtomAI IP, for no additional consideration to the extent necessary to receive or use the Services or any deliverable. Notwithstanding the foregoing, if a Statement of Work: (i) provides for Services and Deliverables to be provided to Customer on a trial or pilot basis, Customer's license to access and use any AtomAI IP necessary to receive or use the Services or Deliverables provided as part of such trial or pilot will not be perpetual, but will be limited to the period of such trial or pilot, or (ii) includes the purchase of a license to use a AtomAI proprietary product for a specific period of time, Customer's license to use such product will not be perpetual, but will be limited to the period set forth in the applicable Statement of Work.

(B) Nothing in this Section will be construed to grant Customer any right to separate AtomAI IP from the deliverable into which it is incorporated and Customer will not (and will not knowingly allow any third party to) adapt, modify, translate, reverse engineer, decompile, disassemble or attempt to decode or disassemble, as broadly defined, any source code or underlying algorithms of any AtomAI IP or part thereof. Customer will not sell, rent, lease, sublease, license, lend, market or commercially exploit such AtomAI IP or use AtomAI IP for the benefit of any party not contemplated by the applicable Statement of Work, or assign or transfer any rights with respect to AtomAI IP granted under this Agreement (except as contemplated in Section 15.2).

(C) For purposes of this Agreement, "AtomAI IP" means, without limitation, and in addition to any and all non-enumerated intellectual property of any nature owned by AtomAI and/or to which AtomAI has a right of ownership or other assignable right of interest, any (i) software, code, programs and tools, (ii) processes, procedures and methodologies, (iii) formulas, designs, templates and formats, and (iv) documents and other written materials, whether proprietary to AtomAI or licensed to AtomAI from third parties (other than Customer or its affiliates) that are used to provide the Services, together, in each case, with any modifications or enhancements thereto and derivative works based thereon. Customer acknowledges and agrees that with respect to any AtomAI IP licensed to AtomAI from third parties, any rights granted to Customer hereunder or under any Statement of Work, will be subject to all restrictions set forth in the applicable third-party agreements.

5.3 Developed Property and Works for Hire. Subject to Section 5.2, AtomAI acknowledges and agrees that Customer will have all right, title and interest in and to all Developed Property (as defined below) developed while providing the Services. All Developed Property developed under this Agreement in accordance with the terms of a Statement of Work will be deemed to be "works for hire." To the extent any Developed Property is not deemed "works for hire" by operation of law, AtomAI hereby irrevocably assigns, transfers and conveys to Customer, without further consideration, all of its right, title and interest in and to such Developed Property (including all patent, copyright, trademark, trade secret and other intellectual property and proprietary rights). AtomAI will execute any documents or take any other actions as may be reasonably necessary, or as Customer may reasonably request, to perfect the ownership rights defined in this Section. For purposes of this Agreement, "Deliverables" means the results of AtomAI's performance of Services in the applicable Statement of Work and paid for by Customer. "Developed Property" means any Deliverables that also include intellectual property generated or developed specifically for Customer by AtomAI under a Statement of Work and paid for by Customer. To qualify as Developed Property under this Agreement, the applicable Deliverables must be explicitly and specifically called out to include the intellectual property in a Statement of Work and such Statement of Work must include a written acknowledgement by AtomAI that the Parties intend to transfer the rights to such intellectual property to Customer upon payment by Customer.

5.4 Residual Knowledge. Nothing in this Agreement will restrict a Party from using Services-related ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques that are general in nature and retained in the unaided mental impressions of the Party's personnel, which either Party, individually or jointly, develops or discloses under this Agreement; provided that, in doing so, each Party does not breach its obligations under Article 7 or infringe the intellectual property rights of the other Party or third parties who have licensed or provided materials to the other Party. The Parties acknowledge AtomAI has the right to: (A) provide consulting or other services of any kind or nature to any person or entity as AtomAI, in its sole discretion, deems appropriate, and (B) use any works of authorship or other intellectual property included in the Deliverables (other than Developed Property and Customer IP, if any) to develop for itself, or for others, materials or processes similar to those contemplated or produced under this Agreement.

6. CHARGES AND INVOICES

6.1 General. Subject to the provisions of this Agreement, Customer will pay AtomAI the fees set forth in each Statement of Work (including any Change Orders thereto).

6.2 Reimbursement of Expenses. Customer agrees to reimburse AtomAI for costs and expenses incurred in connection with AtomAI's performance of the Services, including any copy and delivery charges, material fees and reasonable travel expenses (including air travel, ground transportation, lodging, meals and incidentals); provided Customer has pre-approved such expenses in writing (which approval may be evidenced in a Statement of Work). AtomAI will provide Customer with receipts or other documentation substantiating all such reimbursable costs and expenses.

6.3 Invoices and Payment. AtomAI will invoice Customer for all amounts due under a Statement of Work: (A) in accordance with the schedule set forth in such Statement of Work, in the case of fixed fee engagements, and (B) monthly in arrears, in the case of Services provided on a time and materials basis. For Services performed on a time and materials basis, the invoice will include substantiating documentation, including the hourly rate of AtomAI Personnel performing Services and documentation indicating the hours worked and work performed. Each invoice submitted to Customer pursuant to this Agreement will be due and payable by Customer within thirty (30) days of receipt.

6.4 Taxes. All amounts payable under this Agreement and any Statement of Work are exclusive of taxes, unless otherwise stated in such Statement of Work. Accordingly, AtomAI will add an amount equal to all applicable taxes and duties, however designated, that relate to or arise out of AtomAI's provision of the Services (other than taxes based upon AtomAI's net income), which amounts will be separately itemized on all invoices provided to Customer, unless Customer provides AtomAI with a valid tax exemption certificate authorized by the appropriate taxing authority. If Customer is required by law to withhold any taxes from its payments to AtomAI, Customer must provide AtomAI with an official tax receipt or other appropriate documentation to support such payments. If Customer does not pay any taxes invoiced by AtomAI for which Customer is responsible, AtomAI may make such payments on Customer's behalf and Customer agrees to promptly reimburse AtomAI for such payments.

6.5 Disputed Fees and Late Payments.

(A) Customer agrees to notify AtomAI no later than ten (10) days before the payment due date of an invoice from AtomAI, if Customer disputes any amount or item in such invoice in good faith. Notwithstanding any dispute, Customer will pay the undisputed portion of an invoice when due. If Customer withholds any amount associated with disputed amounts pursuant to this Section, Customer will provide AtomAI with a written description of the basis for such withholding. Upon resolution of a dispute involving any withheld amounts, Customer will immediately pay AtomAI such portion, if any, of the disputed amount agreed or determined to be owed AtomAI.

(B) Payments against such delinquent amounts owed by Customer will be applied first to the principal unpaid balance. If Customer is delinquent in paying its invoices, AtomAI may suspend further work on behalf of Customer in accordance with Section 3.3. Customer is responsible for all

reasonable expenses (including attorneys' fees) incurred by AtomAI in collecting delinquent amounts, except where such delinquent amounts are due to invoicing errors by AtomAI.

7. CONFIDENTIALITY

7.1 Disclosure of Confidential Information. The Parties agree that during AtomAI's performance of the Services, each Party may access, receive or exchange information that is confidential in nature. For purposes of this Agreement "Confidential Information" will include all information, in any form, furnished or made available, directly or indirectly, by one Party ("Disclosing Party") to the other Party ("Recipient") that is marked confidential, restricted, or is otherwise designated as confidential. Confidential Information will also include information that, by virtue of the nature of the information or the circumstances surrounding disclosure, a reasonable party would understand to be proprietary to Disclosing Party or confidential, including without limitation: (A) any personally identifiable information or financial information of any individual; (B) information concerning the operations, affairs or business of a Party, a Party's financial affairs, or a Party's relations with its vendors, customers or employees; (C) in the case of Customer, Customer IP; and (D) in the case of AtomAI, AtomAI IP.

7.2 Exclusions. Confidential Information does not include, and this Article does not apply to, information that (A) is or subsequently becomes published or available to the public through no fault of Recipient, (B) is received by Recipient from a third party without a duty of confidentiality; (C) is independently developed by Recipient without use of or reference to Disclosing Party's Confidential Information, or (D) was in Recipient's possession or was known to Recipient before it was disclosed to Recipient by Disclosing Party.

7.3 Restrictions on Disclosure and Use. The Parties agree:

(A) Neither Party will make any use of the other Party's Confidential Information or any copies thereof, for any purpose other than those contemplated by this Agreement.

(B) Neither Party will reveal, disclose or provide access to the other Party's Confidential Information to any third party without the prior written consent of such Party, provided that both Parties may share Confidential Information with their responsible employees, contractors, or agents who have a need to know such Confidential Information to perform their duties. Customer understands that all materials provided to Customer by AtomAI are provided solely for Customer's internal use. Notwithstanding anything to the contrary in this paragraph, AtomAI may disclose Confidential Information to properly authorized entities as and to the extent necessary for performance of the Services, so long as in each such case, the receiving entity first agrees to the obligations described in this Article.

(C) Recipient will take security precautions at least as great as the precautions Recipient takes to protect its own confidential information, and at any rate will take commercially reasonable security precautions to ensure that no one, other than a person authorized pursuant to this Section, gains access to Disclosing Party's Confidential Information without Disclosing Party's prior written consent. If Recipient becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information, Recipient will promptly notify Disclosing Party of such unauthorized use or disclosure and will assist Disclosing Party in remedying such unauthorized use or disclosure.

(D) Recipient is permitted to disclose Confidential Information as required by law, regulation or subpoena, provided that Recipient will, to the extent permitted by law: (i) give Disclosing Party prompt notice of any such requirement, which notice must be sufficient to permit Disclosing Party to seek relief to prevent such disclosure, (ii) cooperate with Disclosing Party to secure confidential treatment of the Confidential Information, and (iii) disclose only that portion of Disclosing Party's Confidential Information that is legally required.

(E) Confidential Information is and will remain the exclusive property of Disclosing Party. Each Party agrees that it will have no proprietary interest in the other Party's Confidential Information and

that nothing contained in this Agreement will be construed to grant either Party any rights, by license or otherwise, to any of the other Party's Confidential Information disclosed pursuant to this Agreement.

(F) The obligations set forth in this Section will apply to Confidential Information provided, furnished or otherwise disclosed by Disclosing Party to Recipient, whether before or after the Effective Date.

7.4 Controlling Provisions. For purposes of this Agreement, and each Statement of Work, the provisions of this Article will have precedence over and supersede any confidentiality or non-disclosure agreement executed by the Parties before the Effective Date.

8. DATA PROTECTION

8.1 Data Protection Legislation. In performing the Services, AtomAI will comply with, and will ensure that all AtomAI personnel comply with, the data protection and privacy legislation, guidelines and industry standards applicable to the Services including, if applicable to the data involved, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, repealing Directive 95/46/EC ("GDPR") (such applicable legislation, guidelines and industry standards, "Data Protection Laws"). AtomAI will not, by any act or omission on AtomAI's part, place Customer in breach of any applicable Data Protection Laws. For purposes of this Article, the terms "processing" and "personal data" will have the meanings given in the GDPR. To the extent that the GDPR applies to any personal data processed by AtomAI, in that the personal data applies to data subjects who are in the European Economic Area ("EEA") and the processing activities relate to activities identified in Article 3 of the GDPR, the Parties agree that Customer is the "controller" of such data and AtomAI is acting as a "processor" of such data, as such terms are defined in the GDPR.

8.2 Processing of Personal Data. If the Services involve the processing by AtomAI of personal data on behalf of Customer, AtomAI will:

(A) process personal data provided by or on behalf of Customer only as needed to perform its obligations under this Agreement and the applicable Statements of Work and to provide the Services, and will comply with, and only act on, instructions from or on behalf of Customer regarding the processing of that personal data;

(B) impose a duty of strict confidentiality on any AtomAI personnel authorized to access or process personal data;

(C) implement appropriate technical and organizational safeguards to ensure a level of security appropriate to the risk to personal data and protect the personal data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access; and

(D) at Customer's discretion, evidenced by Customer's written request, delete or return all such personal data to Customer upon termination or expiration of this Agreement, or following the conclusion of the Services related to processing such personal data, and delete any existing copies, unless otherwise required by applicable law.

8.3 Processing by Subcontractors. AtomAI will ensure that any subcontractor engaged by AtomAI that may access or process personal data provided by or on behalf of Customer only uses such personal data in accordance with the terms of this Agreement and has entered into an agreement with AtomAI that contains provisions at least as protective of Customer's personal data as those set forth in this Section. AtomAI will remain fully liable to Customer for the performance of its subcontractors' obligations.

8.4 **Breach**. AtomAI will promptly inform Customer of any suspected or confirmed data protection breaches or unauthorized or unlawful processing, loss or destruction of, or damage to, personal data impacting Customer, any such notice to be provided within 72 hours after AtomAI becomes aware of such event, which notice will describe the nature of the breach and the measures taken or proposed to be taken to address such breach.

8.5 **Additional Provisions under the GDPR.** In the case of personal data for which Customer is the data controller and the provisions of the GDPR apply to AtomAI's processing of such data (if, for example, the processing by AtomAI (i) is carried out in the context of the activities of an establishment of Customer in the EEA or (ii) the personal data relates to data subjects who are in the EEA and the processing relates to the offering to them of goods or services in the EEA or the monitoring of their behavior in the EEA), AtomAI will:

(A) process personal data in relation to which Customer is the data controller only in accordance with specific documented instructions from or on behalf of Customer, including as set forth in this Agreement and any Statements of Work, unless otherwise required by applicable European Union or European Member State law (in which case, AtomAI will inform Customer of such legal requirement, unless that law prohibits such disclosure on important grounds of public interest);

(B) obtain prior consent to engage any third party (including subcontractors) to process such personal data on behalf of Customer, ensure that such third-party subcontractor is subject to the provisions set forth in Section 8.3, and inform Customer of any intended changes concerning the addition or replacement of such third parties, giving Customer the opportunity to object to such changes;

(C) taking into account the nature of the processing, assist Customer, through appropriate technical and organizational measures (insofar as possible), in meeting its obligations under applicable law to respond to requests for exercising the data subject's rights;

(D) assist Customer in ensuring compliance with any applicable obligations under the GDPR related to security, breach notification, data impact assessments and prior consultation with the supervisory authorities, taking into account the nature of processing and the information available to AtomAI;

(E) provide relevant information and assistance, as reasonably requested in writing by Customer, to demonstrate AtomAI's compliance with its obligations imposed by this Agreement with respect to such personal data, and allow for and cooperate with privacy and security audits, including inspections, conducted by Customer or another auditor designated by Customer (any such audits to be conducted during AtomAI's normal business hours at upon no less than thirty (30) days' prior written notice); and

(F) not transfer personal information from a country located in EEA to a country outside the EEA unless Customer has consented to such transfer and such transfer is pursuant to an appropriate data transfer mechanism or agreement that complies with applicable law.

8.6 **Processing by Third Parties**. For purposes of clarification, the provisions of this Article only apply to any processing of personal data by AtomAI on behalf of Customer. Customer hereby agrees and acknowledges that AtomAI is not responsible or liable for any processing of personal data that may be done by third parties in connection with any third-party software, applications or other products, even if the Services contemplate Customer's use of such third-party software, applications or other products.

8.7 In case of a conflict between this Section 8 and any data protection agreement or addendum ("DPA") executed between the Parties in relation to Services provided under this Agreement, the provisions of the DPA shall prevail.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Authorization. Each Party represents and warrants to the other that: (A) it has the requisite corporate power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement; and (B) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by the requisite corporate action on the part of such Party.

9.2 Performance of Services. AtomAI represents, warrants and covenants to Customer that the Services will be performed by qualified personnel with promptness and diligence in a workmanlike manner, consistent with applicable industry standards.

9.3 Viruses and Disabling Code. AtomAI will use commercially reasonable efforts to prevent the coding or introduction of viruses, disabling code or similar items into Customer systems by AtomAI or its agents; and AtomAI will, in the event a virus, disabling code or similar item is found to have been introduced into any software Deliverables or Customer systems by AtomAI or its agents, at no additional charge, assist Customer in reducing the effects of the virus, disabling code or similar item.

9.4 Disclaimer. OTHER THAN AS PROVIDED IN THIS AGREEMENT, NEITHER PARTY PROVIDES ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR OTHERWISE. IN ADDITION, AtomAI MAKES NO EXPRESS OR IMPLIED WARRANTIES RELATING TO THIRD-PARTY PRODUCTS OR SERVICES.

9.5 Limited Warranty. If any implied warranties, guarantees or conditions implied by local law cannot be waived, then any such implied warranties are limited in duration to 90 days from delivery of the applicable Service or deliverable.

10. INSURANCE

During the term of this Agreement, AtomAI will keep in force the following insurance coverage with insurers having an A.M. Best rating of A-, VIII or better:

- Workers Compensation as required by statute and Employers' Liability with $1,000,000 per accident, $1,000,000 disease policy limit, and $1,000,000 disease per employee.
- Commercial General Liability with $1,000,000 per occurrence and $2,000,000 aggregate.
- Professional Liability/Errors & Omissions with $5,000,000 per occurrence and $5,000,000 aggregate, including information security coverage with $1,000,000 per occurrence/aggregate.
- Employment Practices Liability with $1,000,000 per occurrence/aggregate.
- Excess Liability or Umbrella Liability with $6,000,000 per occurrence and $6,000,000 aggregate.

11. INDEMNIFICATION

11.1 By AtomAI. AtomAI agrees to indemnify, defend, and hold Customer harmless from and against all losses, liabilities, damages, and related costs (including settlement costs and reasonable attorneys' fees) (collectively, "Losses") arising out of a third-party claim that any AtomAI IP, Deliverables or Developed Property infringe or misappropriate any patent, copyright, trade secret or trademark of a third party. Notwithstanding the foregoing, in no event will AtomAI have any obligations or liability under this Section arising from: (A) use of any deliverable in a modified form or in combination with materials not furnished or approved in writing by AtomAI, (B) use by Customer or its agents of any Deliverable in a manner not reasonably consistent with the applicable specifications, requirements or instructions by AtomAI for such item, (C) AtomAI's compliance with Customer's design or request for customized features; or (D) any content, information or data provided by Customer or other third parties.

11.2 By Customer. Customer will indemnify, defend and hold AtomAI harmless from and against all Losses arising out of (A) a third-party claim that Customer IP or other materials provided to AtomAI by Customer infringe or misappropriate any patent, copyright, trade secret or trademark of a third party; (B) any deficiency (including penalties and interest) relating to taxes that are the responsibility of Customer; or (C) a third-party claim arising out of or relating to AtomAI's use of any Customer content, provided such use complies with the terms of this Agreement.

11.3 Infringement. If any Deliverable becomes, or in AtomAI's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, AtomAI will, at its expense: (A) secure the right to continue using the Deliverable; (B) replace or modify the Deliverable to make it non-infringing, provided that any such replacement or modification will not degrade the performance or quality of the Deliverable; or (C) if AtomAI cannot accomplish either of the foregoing using commercially reasonable efforts, and only in such event, AtomAI will remove the Deliverable and any related charges will be equitably adjusted to reflect such removal.

11.4 General. The Party seeking indemnification (the "Indemnitee") will promptly notify the other Party of the claim and cooperate with the indemnifying Party in defending the claim. The indemnifying Party will have full control and authority over the defense, provided that: (A) any settlement requiring the Indemnitee to admit liability, pay any money, or take (or refrain from taking) any action, will require the Indemnitee's prior written consent, such consent not to be unreasonably withheld or delayed; and (B) the Indemnitee may join in the defense of a claim with its own counsel at its own expense. THE INDEMNITIES PROVIDED IN THIS ARTICLE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

12. LIABILITY

12.1 Limitation of Liability.

(A) IN NO EVENT WILL EITHER PARTY BE HELD LIABLE UNDER THIS AGREEMENT FOR SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS), WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHERWISE, EVEN IF SUCH PARTY IS AWARE OF OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY.

(B) EXCEPT AS PROVIDED IN SECTION 12.2, NEITHER PARTY MAY BE HELD LIABLE UNDER THIS AGREEMENT FOR MORE THAN THE AGGREGATE AMOUNT PAID OR PAYABLE TO AtomAI BY CUSTOMER UNDER THE APPLICABLE STATEMENT(S) OF WORK GIVING RISE TO SUCH LOSS (EXCLUDING ANY LICENSE FEES PAID FOR THIRD-PARTY PRODUCTS).

(C) No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either Party more than one (1) year after the loss occurred, except that an action for non-payment may be brought within one (1) year of the date of last payment.

12.2 Exceptions to Limitation of Liability. The limitations set forth in Section 12.1(B) will not apply to: (A) damages occasioned by a Party's breach of its obligations with respect to the other Party's intellectual property rights, (B) Losses that are the subject of indemnification obligations under this Agreement, or (C) Losses determined to be the direct result of a Party's gross negligence, bad faith, or intentional or willful misconduct.

13. FORCE MAJEURE

No Party will be liable for any default or delay in the performance of its obligations under this Agreement if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, elements

of nature or other acts of God, pandemics, epidemics (or resurgence thereof), riots, civil disorders, acts of terrorism, or any other similar cause beyond the reasonable control of such Party. Any Party so delayed in its performance will promptly notify the Party to whom performance is due by telephone (to be confirmed in writing within five (5) days of the inception of such delay) and describe at a reasonable level of detail the circumstances causing such delay. This Section will not apply, however, to Customer's payment obligations under this Agreement.

14. DISPUTE RESOLUTION AND GOVERNING LAW

All claims, disputes or controversies arising out of or relating to this Agreement, including disputes relating to the interpretation of any provision of this Agreement or any Party's performance or breach hereunder, will be resolved as set forth in this Section. All negotiations pursuant to this Section will be confidential and will be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence.

14.1 Dispute Resolution and Arbitration. In the event of a claim, controversy or dispute, the Parties will consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a satisfactory solution. If the Parties cannot reach settlement within a period of sixty (60) days, then either Party may, upon written notice to the other Party, request that the unresolved dispute be settled by binding arbitration conducted in Los Angeles, California by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules, as amended (the "AAA Rules"), provided that notwithstanding any contrary provision within the AAA Rules, the arbitrator must determine the rights and obligations of the Parties according to the substantive laws of the state of California. The Parties will select an arbitrator, who will be an attorney with at least ten (10) years' experience in commercial and contract law, provided that if the amount in dispute is greater than $500,000, the dispute will be heard by a panel of three (3) arbitrators, with each Party selecting one (1) arbitrator and the AAA selecting the third arbitrator. If the Parties are unable to agree on an arbitrator(s), the arbitrator(s) will be selected according to AAA Rules. Each Party will bear its own expenses and will share equally the fees of the arbitrator(s), provided that the arbitrator(s) will have the discretion to award the prevailing Party all or part of its attorneys' fees and costs, including the costs of the arbitrator(s), if the arbitrator(s) find that the position taken by the other Party on material issues was without substantial foundation. The arbitrator(s) will not have the power to add to, subtract from or modify any of the terms or conditions of this Agreement. The arbitrator(s) rendering judgment upon disputes between the Parties will deliver a written opinion within fifteen (15) business days following conclusion of the hearing, setting forth findings of fact, conclusions of law and the rationale for the decision. Any award, which may include legal and equitable relief, will be final and binding and judgment may be enforced by any court of competent jurisdiction.

14.2 Equitable Relief. Notwithstanding the foregoing, if a Party determines, in good faith, that a breach or threatened breach of the terms of this Agreement by the other Party would result in irreparable harm, such that a temporary restraining order or other form of injunctive relief is the only appropriate and adequate remedy, such Party may proceed directly to court and may obtain such relief without bond (if permitted by law) . The Parties further acknowledge and agree either Party may proceed directly to court if the other Party breaches or threatens to breach its obligations under Article 5 (Proprietary Rights), Article 7 (Confidentiality), or Article 8 (Data Protection).

14.3 Governing Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to its choice of law principles. For any litigation that may arise under Section 14.2 of this Agreement or to enforce an award in accordance with Section 14.1, the Parties irrevocably and unconditionally submit to the non-exclusive jurisdiction and venue (and waive any claim of *forum non conveniens*) of the United States District Court for the Central District of California located in Los Angeles or the Los Angeles Superior Court. The Parties further consent to the jurisdiction of any court located within a district that encompasses assets of a Party against which judgment has been rendered for the enforcement of such judgment or award against the assets of such Party.

14.4 No Limitation on Rights. Each Party agrees that the provisions contained in this Article do not limit either Party's right to terminate this Agreement as provided in Article 3.

15. GENERAL PROVISIONS

15.1 Notices. All notices, requests, consents, approvals, acknowledgements and waivers under this Agreement (other than routine operational communications) will be in writing. Notice will be deemed duly given when (A) delivered personally, (B) one (1) day after being given to an overnight courier with a reliable system for tracking delivery (charges prepaid), (C) when sent by electronic mail with a copy sent by another means specified in this Section, or (D) six (6) days after the day of mailing, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to Customer:	[CUSTOMER] [STREET ADDRESS] [CITY, STATE, ZIP] Attention: [TBD] Email: [TBD] Phone: [(000) 000-0000]
If to AtomAI:	AtomAI Solutions Inc. 254 Chapman Rd, Suite 208 #16317 Attention: Chief Operating Officer Email: joe.kosco@AtomAI.com Phone: (213) 434-0500

A Party may change its address or designee for notification purposes by giving the other Party written notice of the new address or designee, and the date upon which it will become effective.

15.2 Binding Nature and Assignment. This Agreement is binding on the Parties and their respective successors and assigns. Either Party may assign this Agreement in connection with a merger, change of control, consolidation, or sale or other disposition of all or substantially all of its assets, provided that the successor of interest agrees to the terms of this Agreement in writing. Any other assignment will be null and void, except with the other Party's prior written consent.

15.3 Relationship of the Parties. AtomAI and Customer are independent contractors and this Agreement does not create an agency, partnership or joint venture. Neither Party is an agent of the other Party and has no authority to represent or bind the other Party as to any matters, except as expressly authorized in this Agreement or in a Statement of Work.

15.4 Publicity. Customer acknowledges and agrees that AtomAI has the right to: (i) identify Customer as a customer of AtomAI and/or identify Customer as a User of the Services on AtomAI's website, social media, marketing materials or public announcements; (ii) use Customer's name and logo (in accordance with any trademark guidelines Customer provides); and (iii) subject to Customer's prior written consent, participate in AtomAI case studies or testimonials in connection with the Services. Customer may revoke any of the aforementioned rights at any time by emailing legal@AtomAI.com.

15.5 Waiver of Default. No delay or omission by either Party to exercise any right or power under this Agreement will be construed to be a waiver thereof. A waiver by either Party of any breach or covenant will not be construed to be a waiver of any succeeding breach or of any other covenant.

15.6 Third Party Beneficiaries and Use of Work. Neither Party intends this Agreement to benefit or create any right or cause of action in or on behalf of, any person or entity other than the Parties. Customer understands and agrees that Services performed by AtomAI under this Agreement are intended only for the parties specified in the applicable Statement of Work and may be misleading or inappropriate if used in another context or for another party. Customer agrees not to use any

Deliverables or documents produced under this Agreement or a Statement of Work for any purpose other than the intended purpose without AtomAI's prior written consent.

15.7 Survival. The provisions of Article 3.5 (Consequences of Termination), Article 5 (Proprietary Rights), Article 7 (Confidentiality), Article 8 (Data Protection), Section 9.4 (Disclaimer), Article 11 (Indemnification), Article 12 (Liability), Article 14 (Dispute Resolution and Governing Law) and this Section 15.7 (Survival), as well as any other provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement, will survive expiration or termination of this Agreement and continue in full force and effect for the period set forth therein, or if no period is set forth therein, indefinitely.

15.8 Severability. If any provision of this Agreement is found to be invalid, illegal or otherwise unenforceable in any respect, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the Parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.

15.9 Entire Agreement; Amendment and Waiver. This Agreement and each Statement of Work, including any exhibits referred to herein or therein, each of which is incorporated herein for all purposes, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to the subject matter contained in this Agreement. Customer may require a Purchase Order ("PO") in connection with its invoice for payment of Fees under this Agreement. Any terms and conditions in any Customer PO will not apply to or modify this Agreement nor shall they take precedence over this Agreement, even if the PO terms and conditions state that its terms supersede any other conflicting terms. No change, waiver or discharge will be valid unless made in writing and signed by an authorized representative of the Party against which such change, waiver or discharge is sought to be enforced.

15.10 Counterparts; Electronic Signatures. This Agreement may be executed in any number of counterparts, including but not limited to PDF, e-signature (i.e., DocuSign) or any other electronic equivalent format, all of which taken together will constitute one single agreement between the Parties. The Parties agree that this Agreement, any Statement of Work, or any other document in connection therewith, may be electronically signed, and that any electronic signatures are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

IN WITNESS WHEREOF, this Agreement has been executed by the Parties through their duly authorized officers as of the Effective Date.

AtomAI Solutions Inc.	CUSTOMER
_____	_____
Print name: _____	Print name: _____
Print title: _____	Print title: _____
Date: _____	Date: _____

END USER AGREEMENT

This End User Agreement ("**Agreement**") is entered into by and between Verkada Inc. ("**Verkada**") and [name], a [state] [type of entity] ("**Customer**"), and governs the purchase and use of the Products (as defined below) by Customer. This Agreement is effective as of the date last signed below.

Verkada and Customer hereby agree as follows.

1. DEFINITIONS

The definitions of certain capitalized terms used in this Agreement are set forth below. Others are defined in the body of the Agreement.

"**Customer Data**" means all data provided by Customer to Verkada by means of the Products. Customer Data does not include System Data (defined below).

"**Documentation**" means the online documentation regarding the Hardware, available at www.verkada.com/docs/ or as otherwise provided within the Hosted Software.

"**DPA**" means the Data Processing Addendum available at www.verkada.com/support/dpa or other negotiated data protection agreement, entered into between Verkada and Customer.

"**Firmware**" means the software developed and maintained by Verkada that is stored on the Hardware and enables the basic functioning of the Hardware and its communication with the Hosted Software.

"**Hardware**" means the Verkada hardware products, including security cameras, access control units, alarm units, and environmental sensors.

"**Hosted Software**" means Verkada's Software-as-a-Service system, currently known as "Command," and related infrastructure made available to Customer to manage and configure the Hardware.

"**License**" has the meaning ascribed to it in Section 2.1.

"**License Term**" means the length of time indicated in the License SKU set forth on the applicable Purchase Order.

"**Partner**" means a third-party authorized by Verkada to resell the Products, to whom Customer has delivered an ordering document for such Products.

"**Product Feature(s)**" means a unique feature set within the Hosted Software that is identified by a particular stock keeping unit (SKU) on a Purchase Order.

"**Products**" means, collectively, the Software, Hardware, Product Features, Documentation, and all modifications, updates, and upgrades thereto and derivative works thereof.

"**Purchase Order**" means each order document submitted to Verkada by a Partner on behalf of Customer, and accepted by Verkada, indicating Partner's firm commitment to purchase the Products and for the prices set forth thereon.

"**Service Level Agreement**" means the Service Level Agreement set forth on Exhibit A hereto.

"**Software**" means the Firmware and Hosted Software.

"**Support**" means the technical support services and resources available at www.verkada.com/support.

"**System Data**" means configuration information, log and event data, Product performance data, and statistics regarding Customer's use of the Products.

"**Users**" means employees of Customer, or other third parties, each of whom are authorized by Customer to use the Products on Customer's behalf.

2. LICENSE AND RESTRICTIONS

2.1 License to Customer. Subject to the terms of this Agreement, Verkada grants Customer a royalty-free, nonexclusive, transferable (subject to Section 12) worldwide right during each License Term to use the Software, subject to the terms of this Agreement ("**License**"). Customer must purchase one or more Licenses to use the Software for at least the number and type of Hardware units and/or Product Features that the Customer manages by means of the Software (collectively, "**Valid Licensing**"); however, Customer may authorize an unlimited number of Users to access and use the Software. If Customer purchases additional Licenses, either in connection with the purchase of additional Hardware units or renewal of Licenses for existing Hardware units, the overall License Term will be modified such that the License Term for all Licenses purchased will expire and terminate on the same date. If Customer does not maintain Valid Licensing, then (i) Customer will have limited or no access to Customer Data, Product Features, and the Software, and (ii) the Hardware will not function as designed. If Customer purchases the Monitoring Services (as defined on Exhibit B, the "**Alarms Addendum**"), the use of the Products in connection with the Monitoring Services will be subject to the terms of the Alarms Addendum.

2.2 License to Verkada. During the License Term, Customer will transfer Customer Data to Verkada while using the Products. Customer grants Verkada a non-exclusive right and license to use, reproduce, modify, store, and process Customer Data solely to maintain the Products and provide them to Customer. Customer represents and warrants that it possesses the necessary rights and authority to grant Verkada the rights set forth in this Section 2.2 with respect to Customer Data.

2.3 Restrictions. Customer will not: (i) use (or allow a third party to use) the Products for any competitive purposes (other than for routine product comparison purposes), including monitoring or testing their availability, security, performance, or functionality, in each case without Verkada's express written consent; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, tamper with the Hardware, or copy the Products or any of their components; or (iv) use the Products to conduct any fraudulent, malicious, or illegal activities or otherwise in contravention of any applicable laws or regulations (each of (i) through (iv), a "**Prohibited Use**").

3. COURTESY RETURNS; HARDWARE WARRANTY AND WARRANTY RETURNS

3.1 Courtesy Returns. Customer may return up to $250,000 worth of Products (as reflected in the net price set forth on one or more Purchase Order(s)) for any reason within the 30-day period starting on the shipment date of such Products (a "**Courtesy Return**"). To initiate a Courtesy Return, Customer must send a request for a Courtesy Return by email within such 30-day period either to (a) the Partner that submitted the Purchase Order(s) for the Products to be returned or (b) the Verkada sales representative responsible for Customer's account, and include the serial numbers of the Products to be returned.

3.2 Hardware Warranty. Verkada represents to the original purchaser and user of the Hardware that, for the period set forth in the applicable Documentation from the date of shipment to the location specified on the Purchase Order, the Hardware will be substantially free of defects in materials and workmanship ("**Hardware Warranty**").

3.3 Remedy for Breach of Hardware Warranty. Customer's sole and exclusive remedy and Verkada's (and its suppliers' and licensors') sole and exclusive liability for a breach of the Hardware Warranty will be, in Verkada's sole discretion, to replace the non-conforming Hardware. Replacement may

be made with a new or refurbished product or components. If the Hardware or a component within it is no longer available, then Verkada may replace the Hardware unit with a similar product of similar function. Any Hardware unit that has been replaced under the Hardware Warranty will be covered by the terms of the Hardware Warranty for the longer of (a) 90 days from the date of the delivery, or (b) the remainder of the original Hardware Warranty period. Customer's engaging in a Prohibited Use serves to void the Hardware Warranty.

3.4 Warranty Returns. To request a return under the Hardware Warranty, Customer must notify Verkada or the Partner within the Hardware Warranty period. To initiate a return directly to Verkada, Customer must send a return request to Verkada at support@verkada.com and clearly state details on where and when Customer purchased the Hardware, the serial numbers of the applicable Hardware unit(s), Customer's reason for returning the Hardware, and Customer's name, mailing address, email address, and daytime phone number. If approved, Verkada will provide Customer with a Return Materials Authorization ("**RMA**") and prepaid shipping label via email that must be included with Customer's return shipment to Verkada. Customer must return the Hardware unit(s) listed in the RMA with all included accessories with the RMA within the 14 days following the day on which Verkada issued the RMA.

4. VERKADA OBLIGATIONS

4.1 General. Verkada is responsible for providing the Products in conformance with this Agreement, the Purchase Order(s), and applicable Documentation.

4.2 Availability. Verkada uses its best efforts to ensure that the Hosted Software is available in accordance with the terms of the Service Level Agreement, which sets forth Customer's remedies for any interruptions in the availability of the Hosted Software.

4.3 Support. If Customer experiences any errors, bugs, or other issues in its use of the Products, then Verkada will provide Support in order to resolve the issue or provide a suitable workaround. The fee for Support is included in the cost of the License. As part of a Support case, Customer may grant access, in its sole discretion, to a member of Verkada's Support team through functionality provided in the Hosted Software for a length of time determined by Customer.

4.4 Maintenance. Verkada will use commercially reasonable efforts to maintain the Products and implement updates, upgrades, and fixes as necessary to meet its obligations under this Agreement.

5. CUSTOMER OBLIGATIONS

5.1 Payment; Compliance. Customer is responsible for paying Partner for the Products pursuant to Partner's invoice(s). In the event Customer is delinquent on fees, Verkada may pursue payment directly from Customer if Partner is unable to or chooses not to pursue such fees itself. Customer will use the Products only in accordance with the Documentation and in compliance with all applicable laws, including procurement and maintenance of any applicable licenses and permits. Customer will ensure that none of the Products are directly or indirectly exported, re-exported, or used to provide services in violation of the export laws and regulations of the United States or any other country. If Customer operates in a regulated industry, Customer represents that it has obtained all necessary local and state licenses and/or permits necessary to operate its business and is in compliance (and will use its best efforts to remain in compliance) with all local, state, and (if applicable) federal regulations regarding the conduct of its business. Verkada reserves the right to suspend use of any Products operating in violation of the obligations of this Section 5.1, following written notice to Customer.

5.2 Account Administration. Customer is responsible for identifying one or more individuals within Customer's organization who will act as administrator(s) of Customer's account. Such person(s) will be responsible for, among other things, monitoring and managing access privileges of other Users. Customer is also responsible for verifying, including ensuring that any third-party installer verify, that all

Hardware Products purchased are properly claimed into Customer's account within the Hosted Software prior to installation, as more fully set forth in the Documentation.

6. TERM AND TERMINATION

6.1 Term. The term of this Agreement will commence on the Effective Date and will continue for so long as Customer maintains any active Licenses.

6.2 Termination or Suspension for Cause. Either party may terminate this Agreement, and Verkada may suspend Customer's access to the Hosted Software, for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of the 30-day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For purposes of clarity, a material breach of the Agreement includes Customer's failure to purchase and/or maintain a sufficient number of Licenses, as required by Section 2.1.

6.3 Effect of Termination. If Customer terminates this Agreement in accordance with Section 6.2, then Verkada will refund Customer a pro rata portion of any prepaid fees allocable to the remaining License Term. The following provisions will survive any expiration or termination of the Agreement: Sections 7, 9, 10, 11, and 12, and any other provisions that, by their nature, would reasonably be considered intended to survive.

7. CONFIDENTIALITY

7.1 Confidential Information. Except as explicitly excluded below, any information of a confidential or proprietary nature provided by a party ("**Disclosing Party**") to the other party ("**Receiving Party**") constitutes the Disclosing Party's confidential and proprietary information ("**Confidential Information**"). Verkada's Confidential Information includes the Products and any information conveyed to Customer in connection with Support. Customer's Confidential Information includes Customer Data. Confidential Information does not include information which is: (i) already known by the receiving party without an obligation of confidentiality other than pursuant to this Agreement; (ii) publicly known or becomes publicly known through no unauthorized act of the Receiving Party; (iii) rightfully received from a third party without a confidentiality obligation to the Disclosing Party; or (iv) independently developed by the Receiving Party without access to the Disclosing Party's Confidential Information.

7.2 Confidentiality Obligations. Each party will use the Confidential Information of the other party only as necessary to perform its obligations under this Agreement, will not disclose the Confidential Information to any third party, and will protect the confidentiality of the Disclosing Party's Confidential Information with the same standard of care as the Receiving Party uses or would use to protect its own Confidential Information, but in no event will the Receiving Party use less than a reasonable standard of care. Notwithstanding the foregoing, the Receiving Party may share the other party's Confidential Information with those of its employees, agents and representatives who have a need to know such information and who are bound by confidentiality obligations at least as restrictive as those contained herein (each, a "**Representative**"). Each party shall be responsible for any breach of confidentiality by any of its Representatives.

7.3 Additional Exclusions. A Receiving Party will not violate its confidentiality obligations if it discloses the Disclosing Party's Confidential Information if required by applicable laws, including by court subpoena or similar instrument so long as the Receiving Party provides the Disclosing Party with written notice of the required disclosure so as to allow the Disclosing Party to contest or seek to limit the disclosure or obtain a protective order. If no protective order or other remedy is obtained, the Receiving Party will furnish only that portion of the Confidential Information that is legally required, and agrees to exercise reasonable efforts to ensure that confidential treatment will be accorded to the Confidential Information so disclosed.

8. DATA PROTECTION

Verkada secures the Software and Customer Data in accordance with the security practices available at www.verkada.com/trust/security-controls. Verkada will process all Customer Data in accordance with the DPA.

9. OWNERSHIP

9.1 Verkada Property. Verkada owns and retains all right, title, and interest in and to the Software, the System Data, and all intellectual property embodied in the Hardware and accessories. Except for the limited license granted to Customer in Section 2.1, Verkada does not by means of this Agreement or otherwise transfer any rights in the Products to Customer, and Customer will take no action inconsistent with Verkada's intellectual property rights in the Products.

9.2 Customer Property. Customer owns and retains all right, title, and interest in and to the Customer Data and does not by means this Agreement or otherwise transfer any rights in the Customer Data to Verkada, except for the limited license set forth in Section 2.2.

10. INDEMNIFICATION

10.1 By Verkada. Verkada will indemnify, defend, and hold Customer, its affiliates, and their respective owners, directors, members, officers, and employees (collectively, "**Customer Indemnitees**") harmless from and against any claim, action, demand, suit or proceeding (each, a "**Claim**"), and the attorneys' fees and court and investigative costs of Customer Indemnitees, made or brought by a third party against any of the Customer Indemnitees alleging that Customer's use of the Products infringes or misappropriates any patent, trademark, copyright, or any other intellectual property of such third party.

Verkada will pay any damages finally awarded against any Customer Indemnitees by a court of competent jurisdiction as a result of any such Claim, or any final settlement of such Claim, so long as Customer (i) gives Verkada prompt written notice of the Claim, (ii) gives Verkada sole control of the defense and settlement of the Claim (provided that Verkada may not settle any Claim without the Customer Indemnitee's written consent, which will not be unreasonably withheld), and (iii) provides to Verkada all reasonable assistance, at Verkada's request and expense.

If Customer's right to use the Products hereunder is, or in Verkada's opinion is likely to be, enjoined as the result of a Claim, then Verkada may, at Verkada's sole option and expense procure for Customer the right to continue using the Products under the terms of this Agreement, or replace or modify the Products so as to be non-infringing and substantially equivalent in function to the claimed infringing or enjoined Products.

Verkada will have no indemnification obligations under this Section 10.1 to the extent that a Claim is based on or arises from: (a) use of the Products in a manner other than as expressly permitted in this Agreement; (b) any alteration or modification of the Products except as expressly authorized by Verkada; (c) the combination of the Products with any other software, product, or services (to the extent that the alleged infringement arises from such combination); or (d) where the Claim arises out of specifications provided by Customer. This Section 10.1 sets forth Verkada's sole and exclusive liability, and Customer's exclusive remedies, for any Claim of infringement or misappropriation of intellectual property.

10.2 By Customer. Customer will indemnify, defend, and hold harmless Verkada, its affiliates, and their respective owners, directors, members, officers, and employees (together, the "**Verkada Indemnitees**") from and against any Claim, and the attorneys' fees and court and investigative costs of Verkada Indemnitees, related to: (a) Customer or its Users engaging in a Prohibited Use; and (b) Customer's indemnity obligation under the Alarms Addendum set forth in Exhibit B hereto (if any). Customer will pay any settlement of and any damages finally awarded against any Verkada Indemnitee by a court of competent jurisdiction as a result of any such Claim so long as Verkada (i) gives Customer

prompt written notice of the Claim, (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Verkada's prior written consent which will not be unreasonably withheld), and (iii) provides to Customer all reasonable assistance, at Customer's request and expense.

11. LIMITATIONS OF LIABILITY

11.1 Disclaimer. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS AGREEMENT, VERKADA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE PRODUCTS, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, INCLUDING UPDATES OR SUPPORT. WITHOUT LIMITING THE FOREGOING, VERKADA HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. VERKADA DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THAT USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED.

11.2 No Consequential Damages. NEITHER PARTY, NOR ITS AFFILIATES, NOR THE OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS OR REPRESENTATIVES OF ANY OF THEM, WILL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES OR COSTS OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE.

11.3 Direct Damages Cap. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS AND UNCAPPED CLAIMS, IN NO EVENT WILL THE COLLECTIVE LIABILITY OF EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS AND REPRESENTATIVES, TO THE OTHER PARTY FOR ANY AND ALL DAMAGES, INJURIES, AND LOSSES ARISING FROM ANY AND ALL CLAIMS AND CAUSES OF ACTION ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER FOR THE USE OF THE PRODUCTS UNDER THIS AGREEMENT DURING THE 24-MONTH PERIOD PRECEDING THE DATE OF THE CLAIM.

THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THE LIMITATION OF MONEY DAMAGES WHICH WILL BE THE CLAIMANT'S SOLE AND EXCLUSIVE REMEDY.

11.4 Excluded Claims Cap. "**Excluded Claims**" means any claim and/or liability associated with: (a) both party's indemnification obligations in Section 10; (b) any breach by Verkada of the DPA, Section 8 (Data Protection), or other data privacy and security obligations. Each party's total, cumulative liability for all Excluded Claims will not exceed two (2) times the total amount paid or payable by Customer for use of the Products under this Agreement during the Term.

11.5 Uncapped Claims. "**Uncapped Claims**" means any claim or liability associated with: (a) Customer's breach of Section 2.2 (License to Customer Data), Section 5.1 (Compliance), and Section 3 of Exhibit B (Customer Obligations) (if applicable); (b) either Party's breach of confidentiality (but not relating to any liability associated with Verkada's security obligations with respect to Customer Data which remains subject to the Excluded Claims cap); or (c) any liability of a Party which cannot be limited under applicable law, including gross negligence, recklessness, or intentional misconduct.

12. MISCELLANEOUS

This Agreement is the entire agreement between Customer and Verkada and supersedes all prior agreements and understandings concerning the subject matter hereof and may not be amended or modified except by a writing signed or electronically acknowledged by authorized personnel by both parties. Customer and Verkada are independent contractors, and this Agreement will not establish any relationship of partnership, joint venture, or agency between Customer and Verkada. Failure to exercise any right under this Agreement will not constitute a waiver. There are no third-party beneficiaries to this Agreement. This Agreement is governed by the laws of California without reference to conflicts of law rules. Any notice provided by one party to the other under this Agreement will be in writing and sent either (i) by overnight courier or certified mail (receipt requested), in the case of Customer to Customer's address on record in Verkada's account information and in the case of Verkada, to 406 E. 3rd Ave., San Mateo, CA 94401, or (ii) by electronic mail to Customer's email address on record in Verkada's account information or to Verkada at legal@verkada.com. If any provision of this Agreement is found unenforceable, the Agreement will be construed as if such provision had not been included. Neither party may assign this Agreement without the prior, written consent of the other party, except that either party may assign this Agreement without such consent in connection with an acquisition of the assigning party or a sale of all or substantially all of its assets. In the event of an assignment by Customer in connection with an acquisition of Customer or a sale of all or substantially all of Customer's assets, Customer's License may be transferred to the party acquiring Customer or purchasing all or substantially all of its assets, subject to Verkada's prior written consent, such consent not to be unreasonably withheld. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Facsimile or other electronic copies of such signed copies will be deemed to be binding originals.

A party will not be liable for any failure to perform caused by circumstances beyond its reasonable control which would otherwise make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, pandemics, government action, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation (each, a "**Force Majeure Event**"). If a Force Majeure Event lasts longer than five (5) business days, the parties will meet to determine if performance under the Agreement can resume as agreed. If the parties cannot agree, then Verkada may terminate the applicable Purchase Order or this Agreement.

If any disputes arise, the parties will first attempt to resolve the dispute informally via good faith negotiation. If the dispute has not been resolved after 30 days, the parties will resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief) by binding arbitration before a single arbitrator administered by JAMS, its successors and assigns, in San Mateo County, California, unless otherwise agreed by the parties in writing, and pursuant to its arbitration rules. Each party will be responsible for paying any arbitration fees in accordance with the foregoing rules, and the award rendered by the arbitrator may include costs of arbitration, reasonable attorneys' fees and reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed to prevent either party from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of its data security, intellectual property rights or other proprietary rights.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

[Customer]	**Verkada Inc.**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A

Service Levels

Verkada will use commercially reasonable efforts to make the Hosted Software available 99.99% or more of the time during any calendar month. Subject to the exclusions set forth below, an "**Outage**" will be defined as any time when the Hosted Software is not available due to a cause within the control of Verkada. The availability standard does not apply to any feature of the Hosted Software that Verkada identifies as a "beta" feature or service.

Service Credits

If Verkada fails to achieve the availability percentage above, Customer will be eligible to receive a credit ("**Service Credit**") calculated as a certain number of days added to the end of the License Term. Service Credits are based on the actual availability of the Hosted Software in a given calendar month as set forth below. Service Credits are non-transferable.

Service Availability	Service Credit
Less than 99.99%	3 days
Less than 99.9%	5 days
Less than 99%	10 days
Less than 90%	15 days

Exclusions

Verkada does not include in its calculation of downtime any time the Hosted Software is not available due to:

- Planned maintenance windows where notice of planned unavailability has been given, via the Hosted Software, at least two business days prior to the outage, unless in the case of emergency changes;
- Force Majeure Events;
- Actions or inactions on Customer's part;
- Events arising from Customer's systems or any Customer websites;
- ISP or Internet outages outside of Verkada's control.

Chronic Failure & Termination

Customer may elect to terminate this Agreement in accordance with Section 6.2 if the Hosted Software is available less than 90% in a month for three consecutive months or any five months during a rolling twelve-month period.

Sole Remedy

Notwithstanding any terms to the contrary in the Agreement, the Service Credits are Customer's sole and exclusive remedy for any Outage.

EXHIBIT B

Alarms Addendum

This "**Alarms Addendum**" sets forth the terms applicable to Customer's use of the Monitoring Services (as defined below).

1. **Certain Definitions**.

a. "**Alarm(s)**" means an alarm signal, data, video or audio transmission initiated by the Hardware installed on Customer's premises signaling a specific type of situation that is transmitted to a Call Center for response via the Hosted Software.

b. "**Call Center**(s)" means a central monitoring station that receives and responds to an Alarm for Customer as more fully set forth below.

c. "**Call List**" means the list of names, with corresponding telephone numbers and email addresses, of those persons in the order Customer wishes to receive notification of Alarms which must be created, and updated by Customer from time to time, via the Hosted Software.

d. "**First Responder(s)**" means the entity (e.g., fire department, police department) that is contacted by the Call Center to respond to an Alarm received at the Call Center.

e. "**Monitoring Services**" means the automated Alarm transmission functionality enabled by the Software that, when triggered, transmits an Alarm to the Call Center for a response, as more fully described in the Documentation. The Monitoring Services are deemed to be a Product under the Agreement.

2. **Monitoring Services**.

a. In order to use the Monitoring Services, Customer must: (i) purchase a License for each location at which Monitoring Services will be provided (a "**Monitoring License**"); and (ii) enable the "Emergency Dispatch" toggle within the Hosted Software, as more fully described in the Documentation.

b. For each Alarm transmitted through the Hosted Software, the Call Center will respond in accordance with its internal operating procedures, and only if warranted in the sole discretion of the Call Center. Not all Alarms require notification to First Responders. If the video verification settings are set to 'Normal Mode' (as described in the Documentation), the Call Center may not notify the individuals on the Call List if it is unable to determine a threat to person or property, including because Call Center cannot discern a threat from the video provided or it is unable to access video of the trigger event. Once dispatched, the Call Center may be unable to recall First Responders.

c. In the event of notification to Customer, the Call Center will call the person(s) named in the Call List, in the order set by Customer. Receipt by Customer of any form of notification provided by the Call Center pursuant to the Call List, is deemed compliance with the notification obligation hereunder, which notice may include SMS or voice mail message.

d. If video or audio Alarms are received at the Call Center, the Call Center will monitor such video or sound in accordance with its internal operating procedures, and for so long as the Call Center, in its sole discretion, deems appropriate.

3. **Customer's Obligations**.

a. Customer (or a properly licensed installer selected by Customer) is responsible for installation (including the design of such installation), maintenance, service, repair, inspection and testing of the Products. Once installed, it is Customer's responsibility (or a properly licensed installer selected by Customer) to configure its Products in order to enable the Monitoring Services, including by creating and maintaining appropriate Trigger and Response Actions via the Hosted Software (i.e., by creating an "Alarm Address" within Customer's account in the Hosted

Software and configuring it in Customer's discretion). Monitoring Services will be provided only if the Hardware Products have been configured to transmit Alarms to the Call Center by means of the foregoing.

b. Customer is responsible, at Customer's sole expense, for supplying all systems, and incidental functionality (e.g., high-speed Internet access, IP Address and or wireless services, all 110 Volt AC power), necessary to operate the Products at Customer's premises.

c. Once delivered, the Hardware Products are in the possession and control of Customer, and it is Customer's sole responsibility to regularly test the operation of its Products. Verkada does not design installations, install, inspect, maintain, service, repair, or test Products for Customers.

d. Customer is responsible for obtaining and maintaining all licenses, registration and permits for the Products and Monitoring Services, including those required by the Customer's local government, necessary to use the Products as contemplated under this Alarms Addendum in compliance with applicable laws and regulations.

4. **Monitoring Services Exclusions**.

a. Except for the systems under its control that Verkada uses to make the Hosted Software available, Alarms are transmitted over third party communication networks beyond the control of Verkada and are not maintained by Verkada. Verkada will not be responsible for any failure by such third-party networks which prevents transmission of Alarms from reaching the Call Center or any damages arising therefrom.

b. Verkada will have no liability for permit fees, false alarms, false alarm fines, the manner in which First Responders respond, any response delays caused by the First Responders, the failure of First Responders to respond, or the manner in which Alarms are handled by the Call Centers or First Responders.

c. Verkada makes no representation that any aspect of the Products meets code requirements or constitute an alarm system, burglar alarm system, fire alarm system, CCTV system, access control system or other electronic security system, as those terms are defined under the applicable laws of the jurisdictions in which Customer uses the Products.

d. Verkada is not a Call Center and does not provide the services of a Call Center. Verkada does not respond to an Alarm, notify, or attempt to notify the persons named in the Call List, request dispatch of First Responders, or other agents to Customer's premises to investigate or verify an Alarm. The portion of the Monitoring Services performed by Verkada is strictly limited to Verkada's automated signal and data retransmission software, receivers, and related components, routing Alarms generated from the Products at Customer's premise via a third-party network to a Call Center for response. The Customer is not contracting with Verkada to provide the services of the Call Center. Verkada and the Call Center are independent and unrelated entities, and there is no subcontractor, employer or employee, master or servant, joint venture, partnership, or contractual relationship between them.

5. **Suspension & Termination**. Verkada may, without prior notice, suspend or terminate the Monitoring Services, in Verkada's sole discretion, in the event of: (a) a Force Majeure Event which renders any aspect of the Monitoring Services inoperable or impractical; (b) Customer defaults in its performance obligations under the Agreement or use of the Products in a manner that violates any applicable law or any third party right of privacy; (c) Call Center's facilities or communication networks are nonoperational; (d) Customer causes the Products to transmit excessive false alarms, runaway signals, or otherwise unreasonably overburdens either Verkada's systems or the Call Center's systems; or (e) Customer fails to provide accurate information within the Call List or fails to properly update the Call List.

6. **No Representations or Warranties**. Verkada makes no representation or warranty, whether express or implied, that the Products including the Monitoring Services will prevent any loss, damage or injury to any person or property, whether by reason of burglary, theft, hold-up, fire or any other cause, or that the Products will in all cases provide the protection for which they are installed or intended. Monitoring Services are not error-free. Verkada is not an insurer, and Customer assumes all risk for loss or damage to Customer's premises, contents, business interruption, or persons on or around the premises. Customer's sole remedy for Verkada's breach of this Exhibit B is to require Verkada to replace the non-operational Products as set forth in Section 3.2 of the Agreement.

THE ABOVE EXCLUSIONS WILL NOT APPLY, IF THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISE

IS LOCATED PROHIBITS THE EXCLUSION OF IMPLIED WARRANTIES.

7. **Indemnity**. In addition to Section 10.2 of the Agreement, to the fullest extent permitted by governing law, Customer will indemnify, defend, and hold harmless Verkada Indemnitees from and against any Claim (including reasonable attorney's fees, court costs, fees associated with investigations, or fees or fines relating to permits or false alarms) arising from Customer's use of the Monitoring Services or its performance, or failure to perform, its obligations under this Exhibit B.

8. **Exculpatory Clause**.

   a. To the fullest extent permitted by governing law, Verkada will not be liable for any loss or damage sustained by Customer caused or contributed by the performance, or failure of performance, of the Monitoring Services under this Exhibit B, even if caused or contributed by any negligence of any kind or degree of the Call Center, Verkada, or any other third-party, except for Verkada's gross negligence in states that do not permit the exculpation of liability for gross negligence, recklessness and willful misconduct.

   b. IN THE EVENT THAT THE EXCULPATORY CLAUSE IS NOT ENFORCEABLE UNDER THE GOVERNING LAW WHERE THE CUSTOMER'S PREMISES IS LOCATED, THE LIMITATIONS OF LIABILITY IN SECTION 11 OF THE AGREEMENT SHALL GOVERN AND CONTROL.

9. **Insurance**. Customer must maintain a policy of General Liability and Property Insurance for liability, casualty, fire, theft, and property damage and, upon request, will ensure that Verkada is named as additional insured, and which shall on a primary and non-contributing basis cover any loss or damage related to Customer's use of the Products. Customer assumes all potential risk and damage that may arise by reason of failure of the Products, and Customer will look to its own insurance carrier for any loss or assume the risk of loss. Verkada will not be responsible for any portion of any loss or damage which is recovered or recoverable by Customer from insurance covering such loss or damage or for such loss or damage against which Customer is indemnified or insured. Customer and all those claiming rights under Customer policies waive all rights against Verkada and its subcontractors for loss or damages caused by perils intended to be detected by the Products or covered by insurance to be obtained by Customer, except such rights as Customer or others may have to the proceeds of insurance.

10. **Conflict Resolution**. In the event of any conflict, discrepancy, or inconsistency between the terms of the Agreement and this Exhibit B, the terms of this Exhibit B will govern and control.

Standard Terms and Conditions for the Prepared™ Communications Service

These standard terms and conditions as set forth in this document (the "**Standard Terms**") shall apply to and govern any Order placed by a Client (as identified in such Order) for a subscription to the Prepared™ Communications Service from Invictus Apps, Inc., a Delaware corporation, ("**Invictus**"), to which these Standard Terms are attached or in which they are specifically referenced and which is signed by both Invictus and the Client. Placing the Order with Invictus constitutes Client's agreement to the Standard Terms set forth herein, as such Standard Terms may have been updated through the date of such Order.

Any different or additional terms in any purchase order (that is not an Order), proposal, offer, or other writing from Client to Invictus shall be deemed a material alteration of these Standard Terms and are hereby expressly objected to and rejected and shall be of no force or effect; provided, however, that any Special Terms attached to an Order as Appendix B thereto shall be incorporated within and form a part of the Agreement. Invictus' failure to object to any different or additional terms and conditions from Client will neither be construed as Invictus' acceptance of such terms and conditions nor a waiver of these Standard Terms or the terms and conditions set forth in the Order. Commencement of performance shall not be construed as acceptance of any of Client's terms and conditions which are different from or in addition to those contained in these Standard Terms or the terms and conditions set forth in the Order. Course of performance or usage of trade shall not be applied to modify these Standard Terms or the terms and conditions of any Order. Invictus' offer to provide the Service is expressly conditioned upon Client's acceptance of these Standard Terms.

In consideration of the mutual promises and covenants contained in the Agreement and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Certain Definitions. In addition to the capitalized terms defined above and elsewhere in this Agreement, the following capitalized terms as used in this Agreement shall have the meaning set forth below:

"**Access Credentials**" shall mean any username, identification number, password, license or security key, token, PIN or other code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access the Prepared Platform.

"**Agreement**" shall mean the written agreement entered into by Client and Invictus and comprised of (i) the Order issued by Client and accepted by Invictus in writing and (ii) these Standard Terms and (iii) the Exhibits and other Appendices to the Order, each as attached to and/or specifically referenced in the Order, and (iv) all other documents incorporated in the Order or in these Standard Terms by reference.

"**API**" shall mean a software or application programming interface made available by Invictus or a Third Party Application authorized by Invictus in connection with the Service, including the associated technical and administrative specifications, standards, requirements, procedures and communication protocols provided by Invictus, to allow a computer server to interface with another computer or server or to process a data file in an automated fashion. All APIs provided or made available by Invictus are part of the Prepared Platform.

"**Business Day**" shall mean any day that is not a Saturday or Sunday or a Federal holiday in the United States of America.

"**Caller**" shall mean a caller who contacts a Telecommunicator of Client.

"**Caller Data**" shall mean the data, including text, video, audio, image, and location data, regardless of form or media, that are submitted or transmitted by a Caller or Caller's Mobile Device to Invictus from such Caller or Caller's Mobile Device during the Term of this Agreement.

"**Caller Platform Extension**" shall mean the proprietary web-based software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, which Invictus makes available to Callers for use in connection with the Service.

"**Client Data**" shall mean (1) the data and related information that are submitted by Client to Invictus or the Prepared Platform, for creating and managing User accounts and providing access to Authorized Users and other Users of the Service, including to authorize or validate access to or use of the Prepared Platform and to establish the level of privileges and use rights associated with the Prepared Platform or the Service, (2) the information and data about a Caller submitted by an Authorized User of Client to Invictus or the Prepared Platform, including without limitation any mobile phone number and other contact information of a Caller, and (3) any communications sent by Client's Authorized Users to a Caller via the Prepared Platform, including the Call-Taker Console, and/or the Caller Platform Extension.

"**Client Systems**" shall mean the information technology infrastructure and networks of Client, whether operated directly by Client or through the use of Third Party services or resources.

"**Cloud Server**" shall mean a server or multiple connected servers, owned, controlled, operated or maintained by a Third Party, such as Amazon Web Services, Microsoft Azure or Google Cloud Platform, which is part of the Prepared Platform, and which host software, data or technology proprietary to Invictus or licensed by Invictus or any Client Data.

"**Defective Client Data**" shall mean any file submitted by Client that is defective, corrupt, unreadable or incomplete or any data or file(s) or that do(es) not comply with the specifications or requirements provided by Invictus for Client Data or that contains incorrect data or information with respect to any User, including information regarding a User's level of privileges or use rights that is inconsistent with the Services ordered by Client.

"**Effective Date**" shall mean the date of implementation of the Service, as set forth in the Order.

"**Responder**" shall mean a licensed medical services provider, law enforcement officer, firefighter, volunteer firefighter or officer of a fire company, emergency medical technician, emergency nurse, ambulance operator, provider of civil defense services, or any privately employed or contracted personnel with response-related duties.

"End User License" shall mean the terms and conditions of the end user license agreement that each User of the Service enters into with Invictus through this Agreement and which, together

with the Standard Terms of this Agreement, shall govern the use by such User of the Service and the Prepared Platform.

"**Force Majeure Event**" shall mean any act of God, fire, flood, explosion, war, strikes, or other concerted work stoppages of labor, inability to obtain raw material, equipment or transportation breakage or failure of equipment or apparatus, or loss of any necessary utility or interruption of power or communications sources or connections, failures in or affecting the performance, use, or availability of the Internet, associated intranets, or cloud computing platforms, any failure affecting the performance, use or availability or data transmission via cellular or wireless means, any Harmful Code released by a Third Party, any denial of service attacks, the terrorist, illegal, malicious, wanton, or capricious acts of a Third Party, changes or modifications in international, national, or industry standards or protocols, or the existence of or governmental action or court order or changes in laws prohibiting or imposing criminal penalties or civil liability for performance hereunder.

"**Harmful Code**" shall mean software or other technology, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede, any computer, software, database, system or network.

"**Hours of Coverage**" shall mean the period of time between 8:00 a.m. and 6:00 p.m. (East Coast Time) Monday – Friday, except for any Federal holiday.

"**Intellectual Property Rights**" shall mean any and all registered and unregistered rights granted, applied for or otherwise now or database protection or other intellectual property rights, and all similar or equivalent rights or forms of protection, including wi without limitation under any license, and all associated rights of priority in any part of the world. hereafter in existence under or related to any utility and design patent, copyright, trademark, trade secret, database right,

"**Initial Subscription Period**" shall mean (i) a period of twelve (12) consecutive months from the Effective Date or (ii) such other period set forth in the Order.

"**Invictus Marks**" shall mean the trademarks and trade names and logos of Invictus, including the Prepared word mark and the Prepared logo as set forth on the top of this Agreement.

"**Mobile Device**" shall mean (i) a smartphone made by Apple, Inc. and running the iOS operating system made available by Apple Inc. or (ii) a smartphone made available by another hardware manufacturer that runs the Android operating system made available by Google Inc.

"**Order**" shall mean (i) such written order issued and delivered by Client to Invictus for the Prepared™ Emergency Communications Service as specified in such order, which order has been executed by Client and accepted and approved by Invictus in writing, or (ii) such other written agreement entered into between Client and Invictus relating to the Prepared™ Communications Service and executed by Client and Invictus, provided that such agreement expressly states that it serves as or includes such Order for purposes of these Standard Terms and that these Standard Terms shall be incorporated into such agreement by reference.

"**Person**" shall mean an individual, sole proprietorship, partnership, limited partnership, corporation, limited liability company, stock company, trust, unincorporated association, government agency, or other similar entity or organization.

"**Prepared Platform**" shall mean the software, cloud-based information technology platform, including the Call-Taker Console, servers operated by Invictus and Cloud Servers, and computer code, software, technologies, processes, methods, algorithms, and data and content, including protocols, processes, workflows, and workflow engines (e.g., steps, logic, and functionality for implementation of out-of-the for implementation of out-of-the-box and custom business processes), rules engines and integration code, proprietary to Invictus or Third Party Applications licensed from Third Parties, and Prepared Platform Extensions that are used by Invictus in performing the Service.

"**Prepared Platform Extension**" shall mean a web-based or Mobile Device-installed software application of Invictus, including its functionalities, features, services, data, design, graphics, images, text, graphical user interfaces, and all other content, that Invictus makes available to Users of Client that are Responders of Client for use with the Service if the Client has subscribed to the applicable Service.

"**Permitted Uses**" shall be limited to the following uses of the Service: (i) requesting, initiating, and managing the transmission of Caller Data from a Caller to the Prepared Platform that are transmitted by such Caller via a Caller Platform Extension and stored on the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on a web-based or computer installed graphical user interface and software dashboard made available to Telecommunicators; (ii) if Client has subscribed to the applicable Service, managing and transmitting such Caller Data to Authorized Users that are Responders as part of the Prepared Platform ("**Call-Taker Console**"), and transmitting and managing communications with a Caller from and to such Call-Taker Console, and, if applicable, from and to Prepared Platform Extensions that Invictus makes available to Authorized Users of Client, as part of the Prepared Platform; and (iii) if Client has subscribed to the applicable Service, managing, transmitting, transcribing, translating, synthesizing, and interpreting Caller Data using large language models and other advanced analytics.

"**Telecommunicator**" shall mean a call taker, dispatcher, or similar operator in an emergency dispatch office, such as a public-safety answering point (PSAP), security operations center, real-time crime center, fusion center, or similar entity, operated by or on behalf of Client.

"**Service**" shall mean Invictus' proprietary Prepared™ Communications Service that Invictus generally makes available to Client which allows Authorized Users of Client perform the following functions: (i) requesting, initiating, and managing the transmission of Caller Data from a Caller to the Prepared Platform regarding an incident that are transmitted by such Caller via a Caller Platform Extension and stored on the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on a web-based or computer-installed graphical user interface and software dashboard made available for Telecommunicators and (ii), if Client has subscribed to the applicable Service, managing and transmitting such Caller Data to Authorized Users that are Responders, as part of the Call-Taker Console, and transmitting and managing communications with a Caller from and to such Call-Taker Console, and, if applicable, from and to Prepared Platform Extensions that Invictus makes available to Authorized Users of Client that are Responders of Client, as part of the Prepared

Platform; (iii) if Client has subscribed to the applicable Service, managing, transmitting, transcribing, translating, synthesizing, and interpreting Caller Data using large language models and other advanced analytics; and (iv) any other additional products or services furnished by Prepared to which Client has subscribed pursuant to the terms and conditions of this Agreement. For the avoidance of doubt, "**Service**" shall also include, as applicable, any Prepared Platform Extension or Caller Platform Extension to which the Client has subscribed.

"**Third Party**" shall mean a Person not a party to this Agreement.

"Third Party Application" shall mean any third-party software product, including any online application and offline software product, that is used by or as part of the Prepared Platform or any Caller Platform Extension. "**Upgrade**" shall mean one or more materially new or different features or functionalities of the Service compared to a prior version of the Service in effect as of the Effective Date (as specified in the Order), including any new or additional content or software as part of any Caller Platform Extension.

2. Scope.

2.1. Implementation. Promptly following the Effective Date, Invictus shall use commercially reasonable efforts to implement the Service for use by Client's Authorized Users. Client shall provide reasonable cooperation and assistance in connection with such implementation. During this implementation period, Client shall make the Client Data available to Invictus, including by using the API provided by Invictus.

2.2. Service. Subject to and conditioned on Client's and its Authorized Users' compliance with the terms and conditions of this Agreement, Invictus will use commercially reasonable efforts to make available to Client's Authorized Users the Service solely for the Permitted Uses during the Initial Subscription Period and any Renewal Term.

2.3. Certain Limitations. (a) Invictus shall have no obligation to provide the Service with respect to any Defective Client Data. (b) Invictus shall have no obligation to provide the Service if (i) a User no longer qualifies as an Authorized User pursuant to **Section 3** hereof or has not accepted the applicable End User License; (ii) an Authorized User fails to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users received from such Caller; (iii) a Caller fails to respond to, or fails to take action in response to, a request from an Authorized User to transmit Caller Data or fails to use the Caller Platform Extension or fails to transmit Caller Data from such Caller's Mobile Device using the Caller Platform Extension; (iv) a Caller fails to operate the Caller Platform Extension in accordance with instructions provided by Invictus or displayed by the Caller Platform Extension or fails to accept the terms, conditions, or policies of Invictus with respect to the use of Caller Platform Extension and the transmission of Caller Data; (v) an Authorized User fails to operate the Call-Taker Console or, if applicable, a Prepared Platform Extension as part of the Prepared Platform in accordance with instructions provided by Invictus or displayed by the Call-Taker Console or, if applicable, the Prepared Platform Extension, or in accordance with the training provided by Invictus to such Authorized User; (vi) an Authorized User has not been trained in the use of the Service or the use of the Call-Taker Console or the Prepared Platform; (vii) an Authorized User has not installed the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service; or (viii) Client has not complied with the Technical Requirements or has failed to update the Client Systems with any critical software updates as required under the Technical Requirements.

2.4. Access; Upgrades. (a) Client's Authorized Users may only access the Service through the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service, as part of the Prepared Platform made available by Invictus from Client Systems through the Internet. Client shall ensure that all such access to and use is limited to Client's Authorized Users. Client shall have responsibility for all such access and use by any Person. Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the Prepared Platform via the Call-Taker Console and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service. (b) Client's Authorized Users may only access the Prepared Platform remotely through the Internet, either through the Call-Taker Console made available by Invictus as part of the Prepared Platform or, with Invictus' prior written consent, by connecting the Prepared Platform to Client Systems using an API made available by Invictus, or through the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service, and only for the Permitted Uses. Client shall ensure that all such access to and use is limited to Client's Authorized Users and through use of Client Systems. Client shall have responsibility for all such access and use by any Person, including by or through the Client Systems. (c) Client's Authorized Users may only access the applicable Prepared Platform Extension as made available by Invictus as part of the Prepared Platform if the Client has subscribed to the applicable Service. (d) Client is responsible for the proper use of all Access Credentials, including verifying its Authorized Users and their access to and use of the Prepared Platform as provided in **Section 2.4(b)** above. (e) Client and its Authorized Users shall have no right to any Upgrades to the Service.

2.5. Service Initiation. Client acknowledges and agrees that Client's Authorized Users will need to input a Caller's mobile phone number to initiate a request to a Caller for the transmission of Caller Data from such Caller to the Prepared Platform for viewing of such Caller Data by Client's Authorized Users on the Call-Taker Console (and the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service) as part of the Service. Client acknowledges and agrees that a Caller may not, at all or in a timely manner, transmit Caller Data to the Prepared Platform despite having received notification on their Mobile Device from the Prepared Platform of a request initiated by an Authorized User of Client to transmit Caller Data.

2.6. Service Availability. (a) Subject to the terms and conditions of this Agreement, Invictus will use commercially reasonable efforts to make and keep the Service available to Client on a twenty-four (24) hour per day basis during the Initial Subscription Period and any Renewal Term, provided that Client acknowledges and agrees that the Service may become unavailable as a result of any of the following exceptions (each, an "**Exception**"): (i) access to or use of the Service, or any use

of Access Credentials, that does not strictly comply with this Agreement; (ii) any failure or unavailability of its Authorized User's Internet connectivity; (iii) a Force Majeure Event; (iv) any failure, interruption, outage or other problem with any Caller Platform Extension, the Prepared Platform or any component of any of the foregoing that was not developed by Invictus but that is used, directly or indirectly, by Invictus in performing the Service, including any Cloud Server, and any unscheduled maintenance of any of the foregoing as a result of such failure, interruption, outage or other problem; (v) any Scheduled Downtime (as defined below); or (vi) any disabling, suspension or termination of the Service pursuant to **Section 2.11** below. (b) To the extent practicable, all planned unavailability of the Service, such as for maintenance or repair or updates of the Service or any part or component of any Invictus technology will be scheduled outside of regular hours of operations of Client, such as, e.g., in the late evening or during the night or on days that are not Business Days, ("**Scheduled Downtime**"). (c) Invictus shall not be liable to Client for any unavailability of the Service resulting from any of the Exceptions described in this **Section 2.6**. (d) In the event the Service is not available to Client and such unavailability is not due to any of the Exceptions, Client's sole remedy for such unavailability shall be for Invictus to use commercially reasonable efforts to correct such unavailability of the Service.

2.7. Technical Support. (a) Invictus will, as part of the Service and at no additional charge to Client, provide Client with the following technical support services to Client and its Authorized Users in connection with the Service: Invictus will respond to Client's and its Authorized Users' technical support questions about the Service and the Prepared Platform and its operation via email and via telephone, provided that email shall be the preferred means of providing technical support, within the scope of its standard technical support services during the Hours of Coverage. Invictus shall have no obligation to provide any other technical support services to Client. (b) Client will provide, and will ensure that its Authorized Users' provide Invictus with, the relevant information and documentation in its or their respective possession or under its or their respective control requested by Invictus to which Client's or its Authorized Users' technical support questions pertain. (c) Invictus' sole liability and Client's sole remedy for any failure to provide technical support services shall be for Invictus to use the commercially reasonable efforts to correct such failure through further technical support services.

2.8. Training. Invictus will, at its election and as requested by Client, provide such training on site or remotely via video conference or via recorded instructions. Client shall ensure that all such Authorized Users will have participated in such training. Invictus will, at its election and as requested by Client, provide such training from time-to-time for new Authorized Users. Invictus shall have the right to require Client to pay Invictus' standard fees and reimburse its travel expenses for all training that Client may request, including during any Renewal Term. Client will make available, at no charge to Invictus, facilities for any on-site training sessions or provide its Authorized Users access to computer and camera equipment and Internet connections and remote conferencing software to ensure that its Authorized Users can participate in such training by Invictus.

2.9. Changes. Invictus reserves the right, in its sole discretion, to make any changes or alterations to the Service, the Caller Platform Extensions and the Prepared Platform, that it deems necessary or useful to (i) maintain or enhance the quality or delivery of the Service to Client; (ii) comply with applicable law; or (iii) avoid or preempt any claims of infringement of a Third Party's Intellectual Property Rights.

2.10. Monitoring. Invictus may internally monitor and track Client's, each Authorized User's and any other User's access to and use of the Service and the Prepared Platform, including through the collection and analysis of usage data, such as the IP addresses of Users and through electronic tracking technology and all other lawful means. Invictus may also internally monitor and track each Caller's and any other user's access to and use of the Caller Platform Extension, including through the collection and analysis of usage data, such as the IP addresses of Callers and other users and through electronic tracking technology and all other lawful means

2.11. Suspension of the Service. (a) Invictus may at any time suspend or block or otherwise deny Client's or any Authorized User's or any other User's or Person's access to or use of the Service, any Prepared Platform Extensions, or the Caller Platform Extensions, or Caller Data, without incurring any resulting liability, if: (i) Invictus believes in good faith that such a suspension is necessary to maintain the security or integrity of any Caller Platform Extension, Mobile Device of a Caller, or the Prepared Platform, including any applicable Prepared Platform Extension, or to prevent misuse of any of the foregoing by any Person, including Client or any Authorized User or other User; (ii) Client or Authorized User has failed to comply with any material term of this Agreement, or accessed or used the Service or the Prepared Platform beyond the scope of the rights granted under this Agreement or the applicable End User License; (iii) Client or any Authorized User is, has been or is likely to be involved in any fraudulent or unlawful activities relating to the Service, the Caller Platform Extensions or the Prepared Platform; (iv) Invictus receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires Invictus to do so; (v) Client has failed to pay any fee(s) to Invictus when due hereunder; (vi) Invictus reasonable believes that its continued performance of its obligations under this Agreement, including the performance by Invictus of the Service, becomes substantially more difficult or expensive, or impossible (without violating, or without incurring criminal penalties or civil liability under, the laws or regulations) under applicable laws or regulations or due to a substantive change in applicable laws or regulations after the Effective Date or infringes another Person's Intellectual Property Rights; or (vii) this Agreement expires or is terminated. This **Section 2.11** does not limit any of Invictus' other rights or remedies, whether at law, in equity or under this Agreement. (b) Invictus shall not be liable for any failure to provide access to or use of the Service or any Prepared Platform Extension or any Caller Platform Extension or Caller Data during such suspension. Invictus will reinstate access to or operation of the Service once the basis for such suspension has dissipated in Invictus' judgment, provided this Agreement has not already been terminated or expired.

2.12. Notice of Unauthorized Access. Client shall notify Invictus promptly if Client becomes aware of any unauthorized access to or use of any Caller Data, any Mobile Device of a Caller, or Caller Platform Extensions or the Prepared Platform, including any Prepared Platform Extension, by any Person.

2.13. Use of Subcontractors. Invictus may subcontract with any subcontractor for performance of the Service or any component or task thereof, provided that Invictus shall remain responsible for the performance of its obligations under this Agreement.

3. Users.

3.1. Authorized Users. (a) Access to and use of the Service and the Prepared Platform and Caller Data shall be limited to the adult employees or contractors of Client while they are in the employment of or in a contracting relationship with Client and not on administrative leave or suspension (each such individual, an "**User**"). The maximum number of Users who are employed by Client as Telecommunicators and the maximum number of Users who are employed by Client as Responders shall be as set forth in the Order, and Client shall ensure that the number of its Users shall not, at any time, exceed such maximum number of Telecommunicators and Responders as set forth in such Order. (b) Client shall elect to authorize which such Users under clause (a) or (b) above shall have access to and use of the Service and the Prepared Platform, including if applicable any Prepared Platform Extensions, (each User so authorized, an "**Authorized User**"), provided that Client shall ensure that such Authorized Users shall not exceed the applicable maximum number of such Users as set forth in such Order.

3.2. Termination of Authorized User Status. All access to and use of the Service and the Prepared Platform and Caller Data by an Authorized User shall automatically cease, and any such individual shall no longer be deemed an Authorized User, if such individual is no longer a User or Client has notified Invictus that such individual is no longer an Authorized User, including by delivering updated Client Data to Invictus. Invictus will make the Service available only for use by the maximum number of Authorized Users as set forth in the Order. Client may reduce the number of such Authorized Users by giving written notice to Client. Any such reduction shall not entitle Client to any refund or recovery of any subscription fees or other fees paid by Client.

4. Feedback. Invictus may request Feedback from Client or Authorized Users regarding the Service during the Term. Upon such reasonable request by Invictus, Client will, and will cause its Authorized Users to, use good faith efforts to provide Feedback regarding the Service or the Caller Platform Extensions, based upon the uses and user experience of Client and such Authorized Users.

5. Fees and Charges.

5.1. Fees. Client shall pay to Invictus (i) the fees, if any, in the amount as set forth in the Order for each consecutive twelve-month period during the Initial Subscription Period and (ii) the subscription fee as set forth in the Order for each Renewal Term thereafter, which may be increased by Invictus from time to time, in its discretion.

5.2. Additional Fees and Services. Any additional services, other than the Services set forth in the Order, to be performed or provided by Invictus shall require payment by Client to Invictus of the service, subscription and other fees at Invictus' then applicable list prices and subject to Invictus' then applicable pricing policy except as otherwise expressly agreed to by both Invictus and Client. Without limiting the generality of the foregoing, Client shall pay the additional fees, if any, set forth in the Order for the additional services to be provided by Invictus as specified in the Order and any applicable Appendix, or as otherwise agreed between the parties. Client and Invictus may, at any time, amend the Order by mutual written consent, or otherwise agree by mutual written consent, to include such additional services in the Services to be provided hereunder.

5.3. Due Dates. Client shall pay all fees, amounts and taxes or assessments due hereunder to Invictus within twenty (20) calendar days after the date of the corresponding invoice from Invictus delivered to Client. Delivery of any such invoice may be made to Client by mail, courier, delivery service (such as FedEx), e-mail or electronic delivery. Payment by Client shall be made by check made payable to the order of Invictus and sent to Invictus or by bank wire transfer into a bank account specified by Invictus in writing. Invictus may issue an invoice to Client for the subscription fee for the entire Initial Subscription Period on or after the Effective Date. Invictus may issue an invoice to Client for the subscription fee for any Renewal Term on or after the start of such Renewal Term. Invictus may issue an invoice to Client for any additional services on or after the date specified in the Order and any applicable Appendix with respect to such additional services.

5.4. Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available to Invictus: (a) Invictus may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (b) Client shall reimburse Invictus for all reasonable costs incurred by Invictus in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and (c) if such failure continues for twenty (20) days, Invictus may suspend performance of the Service until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Client or any other Person by reason of such suspension.

5.5. Taxes. All fees and other amounts payable by Client under this Agreement are exclusive of taxes and similar assessments. Client is responsible for all sales, use, value added, privilege and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority, now in force or enacted in the future, on any amounts payable by Client hereunder, other than any taxes imposed on Invictus' income. Invictus may invoice Client for any such taxes and assessments, which Client shall pay. Invictus will remit any payments from Client for such taxes and assessments made on any such invoice directly to the appropriate taxing authorities. If Client is exempt from the payment of such taxes or other assessments, Client shall provide Invictus with documentary proof of such exemption issued by the appropriate taxing authority. Client is responsible for obtaining and providing to Invictus any such certificate or other documentary proof of such exemption.

5.6. No Set-Offs. All amounts payable to Invictus under this Agreement shall be paid by Client to Invictus in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason. All fees paid by Client are not refundable.

6. License and Restrictions.

6.1. Client Licenses. (a) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement and the End User License, Invictus hereby grants Client the personal, non-exclusive, nontransferable, non sublicensable license under the Intellectual Property Rights of Invictus to use the Prepared Platform during the Initial Subscription Period and any Renewal Term and only in strict compliance with the Permitted Uses and subject to the restrictions and other limitations set forth in this Agreement and the End User License and only by and through Client's Authorized Users. (b) Subject to and conditioned on Client's and its Authorized Users' compliance with and performance of all terms and conditions of this Agreement and the End User License, Invictus hereby grants Client the personal, non-exclusive, nontransferable, royalty-free worldwide license under the Intellectual Property Rights of Invictus to use, host, store, view, perform or display (whether to the public or otherwise), copy, reproduce, modify, and create derivative works of the Caller Data transmitted or made available to Client's Authorized Users hereunder during the Term, including without limitation to make such Caller Data available to any third party for purposes of complying with requests for disclosure of Caller Data under the Freedom of Information Act (FOIA) or other similar federal or state laws or regulations or as otherwise required by applicable law, regulation or court order, during the Initial Subscription Period and any Renewal Term and thereafter. The license granted to Client under this **Section 6.1(b)** shall survive the termination or expiration of this Agreement, provided only that notwithstanding any other provision hereof, such license granted to Client pursuant to this **Section 6.1(b)** shall terminate with respect to specific Caller Data if and only to the extent Invictus no longer holds a license to such specific Caller Data and Invictus gives written notice of such license termination. For clarity, any such termination shall not terminate Client's license under this **Section 6.1(b)** with respect to any other Caller Data.

6.2. Reservation of Rights. All rights not expressly granted to Client are reserved by Invictus and its licensors. Nothing in this Agreement grants any right, title or interest in or to any Intellectual Property Rights in or relating to the Caller Platform Extensions and the Prepared Platform or any Caller Data, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Caller Platform Extensions and the Prepared Platform and all Caller Data shall remain with Invictus and its licensors.

6.3. Limitations and Restrictions. (a) Client shall use, and shall ensure that its Authorized Users use, the Service and the Prepared Platform and any Caller Data only for the Permitted Uses and as authorized in **Section 6.1.** (b) Client shall not offer for sale, distribute, or sell the Service or the Prepared Platform. Client shall not, and shall not permit any other Person to, modify, or create improvements, derivative works or transformative works of or based upon any Prepared Platform or any part or feature thereof. (c) Client shall not, and shall not permit any Person, to bypass or breach any security or protection used for the Prepared Platform or the Caller Platform Extension to prevent unauthorized access to Caller Data or software, algorithms, data, information or functionalities or features of the Caller Platform Extension or the Prepared Platform. Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform or Caller Data, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform, in order to access to Caller Data or other data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform, that Client and its Authorized Users shall not have access to through normal access or use of the Service and the Prepared Platform. (d) Client shall not, and shall not permit any other Person to, decompile any object code of, or reverse engineer, disassemble, decode, discover, reconstruct, adapt, translate or otherwise derive or gain access to any source code of any software that is part of the Caller Platform Extension or the Prepared Platform, the structure, sequence or organization of such source code or any algorithm, method, process, workflow or model that is part of the Caller Platform Extension or the Prepared Platform or used in developing or performing the Service, in whole or in part, or attempt to do any of the foregoing. (e) Client shall not, and shall not permit any other Person to, access or use the Caller Platform Extension or the Prepared Platform in order to: (1) build any product or service that is similar to the Service or the Caller Platform Extension or the Prepared Platform, including any Prepared Platform Extension, or that uses similar features or functions, content, or graphics as those of or used by or for the Service or the Caller Platform Extension or the Prepared Platform, or in order to copy or imitate any feature or functionality of the Service or Caller Platform Extension or the Prepared Platform, whether or not intended to compete with the Service, or (2) engage in systematic retrieval of any data or content from the Caller Platform Extension or the Prepared Platform. (f) Client shall not, and shall not permit any other Person to, (i) input, upload, transmit or otherwise provide to or through the submission of any Client Data or through access to or use of the Prepared Platform any Harmful Code, (ii) access, use, or copy any portion of the Caller Platform Extension or the Prepared Platform through the use of bots, spiders, crawlers, indexing agents, or other automated programs, means, algorithms, software, devices, or mechanisms (collectively, "**Bots**"), (iii) use any Bots or any similar or equivalent manual process to systematically and/or automatically search, scrape, extract, index, or create abstracts of, the Caller Platform Extension or the Prepared Platform, (iv) create any denial of service with respect to the Service, (v) falsify, modify, manipulate, or obscure any data or other content of the Caller Platform Extension or the Prepared Platform, or (vi) discover, or attempt to discover, any usage by any Caller or any other Person of the Caller Platform Extension or any usage by any Person of the Prepared Platform or any service provided by Invictus, including any queries or usage or reports or output or other query results. (g) Client shall not, and shall not permit any other Person to, remove, delete, alter or obscure any source identification, product identification, ownership identification, disclaimers, or copyright, trademark, patent or other intellectual property or proprietary rights notices or markings contained in, displayed by, or provided with the Service or the Prepared Platform. (h) Client shall not, and shall not permit any other Person to, access, observe, or use the Prepared Platform or the Service for purposes of competitive analysis of the availability, performance or functionality of the Service, the Caller Platform Extension, or the Prepared Platform, or for any other benchmarking and shall not disclose or publicize the results of any such analysis or benchmarking. (i) Client shall not, and shall not permit any other Person to, access or use the Service or the Caller Platform Extension or the Prepared Platform or any Caller Data in any manner or for any purpose

that violates any applicable law or regulation. (j) Client shall not, and shall not permit any other Person to, damage, destroy, disrupt, disable, impair, interfere with or otherwise harm the Caller Platform Extension or the Prepared Platform or any Caller Data. (k) Client shall not, and shall not permit any other Person to, copy or use the design, including the layout, organization, color scheme, and graphics of the Caller Platform Extension or the Prepared Platform. (l) Client shall not, and shall not permit any other Person to, access, use, give access to or use of the Caller Platform Extension or the Prepared Platform or any Caller Data in connection with any time-sharing, service bureau, software as a service, cloud service, or data processing service arrangements. (m) Client shall not, and shall not permit any other Person to, gain (or attempt to gain) any access to the Prepared Platform, or bypass or breach any security device or protection used for the Caller Platform Extension or the Prepared Platform or the Caller Data, in order to gain access to data or information or functionalities or features of the Caller Platform Extension or the Prepared Platform or any Caller Data, that Client and its Authorized Users shall not have access to through normal access or use of the Service from the Call-Taker Console, or the applicable Prepared Platform Extension if the Client has subscribed to the applicable Service, as part of the Prepared Platform. (n) Client shall not, and shall not permit any other Person to, access or use or store any Caller Data except as authorized in this Agreement. Client shall not, and shall ensure that its Users shall not, download, store, or transfer, any Caller Data from the Prepared Platform or any Cloud Servers, except as authorized in this Agreement.

6.4. Use of APIs. Client shall use only the APIs provided by Invictus for automated submission of Client Data to the Prepared Platform.

6.5. Limited Client License. Client hereby grants to Invictus and its subcontractors and their respective successors and assigns, a royalty-free, fully-paid, non-exclusive, sublicensable and transferable worldwide right and license to use, reproduce, modify, adapt, and create derivative and transformative works of any Client Data submitted by Client solely for purposes of (i) providing and performing the Service and otherwise performing this Agreement, including storing any such Client Data as provided in this Agreement, and (ii) monitoring compliance of this Agreement by Client and its Authorized Users, and (iii) researching, developing, and improving the Service and the Caller Platform Extension and the Prepared Platform and other products and services of Invictus.

7. Certain Client Obligations and Responsibilities.

7.1. No Export. Client shall not export or authorize or allow the export of the Prepared Platform. Client shall not engage in any transaction that gives reason to suspect that the Prepared Platform will be exported or diverted in violation of any applicable laws (including without limitation based upon such factors as suspect customers, abnormal transaction circumstances, or other “red flag” indicators).

7.2. Technical Requirements. Client and its Authorized Users are responsible for procuring necessary hardware, software, communications facilities and Internet connection, together with the requisite licenses, to satisfy the technical requirements for Client to access and operate the Prepared Platform from the Client Systems (the “**Technical Requirements**”).

7.3. Corrective Action and Notice. If Client becomes aware of any actual or threatened activity outside the Permitted Uses or that are prohibited by **Sections 6.3 or 6.4** hereof, Client shall, and shall cause its Authorized Users to, immediately: (i) take all reasonable and lawful measures within its control that are necessary to stop the activity or threatened activity and to mitigate its effects; and (ii) notify Invictus of any such actual or threatened activity.

7.4. Errors. Client shall use commercially reasonable efforts to promptly notify Invictus of any errors or defects in the Service or the Caller Platform Extension or the Prepared Platform of which Client becomes aware.

8. Data.

8.1. Backups. The Service does not replace the need for Client to maintain regular data backups or redundant data archives of Client Data and Caller Data. Invictus HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, DESTRUCTION, DAMAGE, OR CORRUPTION OF ANY CLIENT DATA OR ANY CALLER DATA.

8.2. Storage and Use of Client Data. Client agrees that Client Data may be uploaded and copied to and stored on the Prepared Platform, including on any Cloud Servers, only in connection with Invictus’ performance of the Service. Invictus may, subject to the provisions of **Section 9** below, copy and store the Client Data, or copies thereof, in backup storage systems that are part of the Prepared Technology Platform during the term of this Agreement and for a period of up to ten (10) years following the expiration or termination of this Agreement or such longer period as may be required by applicable law. Invictus shall have no obligation to store Client Data or Caller Data after the expiration or earlier termination of this Agreement. Invictus may use, copy and reproduce the Client Data to process the Client Data in order to provide the Service.

9. Security.

9.1. Security by Invictus. Invictus will take reasonable precautions to protect the security of the Prepared Platform from unauthorized access, use misuse or deactivation by an unauthorized Third Party of the Service and any unauthorized access to or use any Client Data delivered to Invictus, provided that Invictus shall not be responsible for any such unauthorized access, use misuse or deactivation as a result of any action or inaction of any Third Party hosting provider with respect to any Cloud Servers on which any Client Data are stored and that Invictus may disclose any Client Data if compelled by a court. Invictus will take reasonable measures to prevent such access or use of Client Data by the employees and contractors of Invictus except (i) to provide the Service and the technical support hereof, and to prevent or address Service or technical errors or problems, (ii) determine whether any file containing Client Data is or contains Defective Client Data, (iii) as compelled by law or a court, or (iv) as otherwise expressly permitted in this Agreement or by Client in writing.

9.2. Security by Client. Client shall maintain reasonable security measures to safeguard the Prepared Platform and Caller Data

from unauthorized access or use or misuse or deactivation by any other Person, including by using only secure connections and secure Client Systems and maintaining the confidentiality of Access Credentials and not allowing any other Person, other than Client's Authorized Users, to use any Access Credentials (whether on Client's behalf of otherwise). Client shall notify Invictus promptly upon becoming aware of any unauthorized disclosure, access to, use, or misuse of any Access Credentials. Client shall employ all reasonable physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (i) securely administer the distribution to and use by its Authorized Users of all Access Credentials and (ii) protect against any unauthorized access to or use or misuse of the Prepared Platform or any Caller Data.

9.3. Client Control and Responsibility. Client retains sole responsibility for (i) the Client Systems, (ii) the security and use of Client's and its Authorized Users' Access Credentials, and (iii) all access of the Prepared Platform and Caller Data, directly or indirectly, by or through its Authorized Users' Access Credentials, with or without Client's knowledge or consent. Client shall ensure that its Authorized Users protect their Access Credentials and not make them available to any other Person.

10. Branding and Communications; Marketing.

10.1. Invictus Marks. Client is not granted any right to, and shall not, use, directly or indirectly, in whole or in part, any Invictus Marks, except as may be specifically authorized by Invictus in writing prior to such use. Client shall not, without the prior written consent of Invictus, use or attempt to register any logo, mark or name that is likely to be similar to or confused with any Invictus Mark. All goodwill resulting from the use of the Invictus Marks will inure solely to Invictus.

10.2. Reference Customer. Upon request by Invictus, Client may act as a reference customer of Invictus with respect to the Service, including by responding to reasonable inquiries from prospective customers of Invictus, provided that (i) acting as a reference customer shall not result in any unreasonable disruption to Client's business and operations, and (ii) Client shall not incur any expenses in connection with acting as a reference customer for Invictus. Invictus shall not compensate Client for acting as a reference customer for Invictus.

10.3. Press Release. At the request of Invictus, the parties shall issue a joint media release announcing the transaction set forth in this Agreement without disclosing the financial terms set forth in this Agreement within sixty (60) days following such request.

10.4. Other Publicity. Invictus may identify Client as a customer of Invictus on the website of Invictus and in electronic, online and printed marketing materials of Invictus and in future press releases of Invictus, including by using and displaying the business name and logo of Client for that purpose. To the extent Client disseminates in any public forum any testimonials or similar examples of the successful use of the Service, Prepared may further disseminate such testimonials or examples in their original or any modified form.

10.5. Statements to Third Parties. Client shall make or give no representations, warranties or undertakings, whether orally, electronically or in writing, with respect to, the Service or Invictus or the Caller Platform Extension or the Prepared Platform or any part thereof to any Third Party, except as expressly authorized in writing by Invictus.

10.6. Dissemination of Promotional or Educational Information. All informational, educational, instructional, safety, practice, and promotional materials, documents, literature, forms, or instructions to be used, distributed, disseminated or published by Client, whether in written or electronic form and whether to any User or any Third Party, including without limitation any employee or staff of Client, or any Responders that relate to the Service or the Prepared Platform or the Caller Platform Extension or Invictus shall be subject to review and written approval by Invictus prior to any such publication, dissemination or distribution, provided that any such use shall in no event extend beyond the Term.

11. Intellectual Property Rights.

11.1. Invictus IP. (a) Invictus is the distributor of the Service and the licensor of the Prepared Platform and the Caller Platform Extensions. All right, title and interest in and to Caller Platform Extensions and the Prepared Platform and all Caller Data, including all Intellectual Property Rights in any of the foregoing, are and shall remain with Invictus and its licensors, if any, including all applicable rights to: (i) copyrights, including all rights incident to copyright ownership, such as all rights of publication, registration, copying and rights to create derivative works; (ii) utility and design patents and patent applications; and (iii) trade secrets. (b) Nothing in this Agreement grants, or shall be construed as granting, to Client any ownership rights or Intellectual Property Rights in or to any Caller Platform Extension or the Prepared Platform, or any part thereof, or any Caller Data to Client, whether by assignment, contract or otherwise, including without limitation to any trade secret, or to any invention, copyright, patent application or patent or any other Intellectual Property Right that has been created or developed or that has issued or that may issue or may be created or developed during the Term. Client has no right, license or authorization with respect to any Caller Platform Extension or the Prepared Platform or any Caller Data, except as expressly set forth in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3** and **6.4** and **9.2** above. Access to and use of the Prepared Platform and Caller Data does not in any way grant Client or any User or other Person any Intellectual Property Rights to, or any license or right to use, the Prepared Platform or any Caller Data for any purpose, except for the limited license granted in **Section 6.1** above, in each case subject to **Sections 6.1, 6.3**, **6.4** and **9.2** above. All other rights in and to the Prepared Platform and Caller Data, are expressly reserved by Invictus and its licensors.

11.2. Value in Invictus IP. Client acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform are commercially valuable assets of Invictus, the development of which required the investment of substantial time, effort and cost by Invictus. Client further acknowledges and agrees that the Caller Platform Extension, including all of its software, features, functionalities, graphics, designs and graphical user interface, and the Prepared Platform and all Caller Data are protected by the Intellectual Property Rights held by Invictus and its licensors.

11.3. Feedback. Client or any of its Authorized Users may provide suggestions, ideas, inventions, innovations, improvements, enhancements, feedback, recommendations or other information to Invictus with respect to the Service or the Caller Platform Extension or the Prepared Platform in whatever form, whether or not patentable or copyrightable or made or conceived solely or jointly with others (collectively, "**Feedback**"). Invictus may use Feedback for any purpose without obligation of any kind, and Client acknowledges and agrees, also on behalf of each Authorized User, that such Feedback, and all Intellectual Property Rights with respect thereto, shall become the sole property of Invictus, and Client, also on behalf of each Authorized User, hereby transfers and assigns exclusively to Invictus all right, title and interest in and to the Feedback and any and all related Intellectual Property Rights in the United States of America and all other countries and jurisdictions and appoints any officer of Invictus as his, her or its duly authorized agent to execute, file, prosecute and protect the same before any patent or copyright office or government or government agency. Upon request of Invictus, and without further compensation, Client shall, and shall cause its Authorized Users to, execute such further assignments, documents and other instruments as may be necessary or desirable to fully, exclusively and completely assign all Feedback to Invictus worldwide and to assist Invictus in applying for, obtaining and enforcing patents, copyrights, or other Intellectual Property Rights in any jurisdiction with respect to any Feedback. Client agrees that the obligations and undertakings stated in this **Section 11.3** shall continue beyond the termination of this Agreement. Client shall, and shall cause its Authorized Users to, keep such Feedback confidential and to disclose it only to Invictus.

12. Confidentiality. Invictus shall maintain the confidentiality of all Client Data provided by Client except as necessary for Invictus to perform and improve the Service or its obligations under this Agreement or except as provided by applicable law or regulation or order of a court or government authority.

13. Term and Termination.

13.1. Term and Launch. This Agreement shall become effective upon the Effective Date and, unless terminated earlier pursuant to any of this Agreement's express provisions, this Agreement will remain in full force and effect until the end of the Initial Subscription Period as set forth in the Order ("**Term**") and shall expire at the end of the Initial Subscription Period, unless renewed pursuant to the provisions of **Section 13.2** below.

13.2. Renewal. The Term of this Agreement shall automatically renew for successive twelve (12) month periods, unless either party gives written notice to the other party of its intention not to renew this Agreement at least thirty (30) days prior to the end of the then current term (each, such 12-month renewal period, a "**Renewal Term**").

13.3. Termination. In addition to any other express termination right set forth elsewhere in this Agreement: (a) Invictus may terminate this Agreement, effective on written notice to Client, if (i) Client fails to pay any amount, if any, when due under this Agreement and such failure continues more than 15 days after Invictus' delivery of written notice thereof or (ii) Client breaches any of its obligations under **Sections 2.2, 6.3, 6.4, 9.2, or 11,** above. (b) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach. (c) Invictus may terminate this Agreement, effective on written notice to Client, if Invictus reasonably believes that any applicable law or regulation, or any ruling, order, decision or action of a governmental agency or court, including as may be amended or enacted or applied during the Term, prohibits or prevents Invictus from providing the Service or from complying with this Agreement, or the provision or performance by Invictus of the Service or any Caller Data becomes significantly more difficult or expensive, or impossible without violating, or without incurring criminal penalties or civil or administrative liability under, the applicable law or regulation; (d) If the Order permits Client to terminate the Service early, Client may unilaterally terminate this Agreement by giving written notice to Invictus of such termination, in which case no further payments shall be due to Invictus and this Agreement shall terminate upon expiration of the applicable notice period set forth in the Order.

13.4. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement and in addition to the other provisions of this Agreement applicable to its expiration or termination: (a) all rights, licenses, consents and authorizations granted by Invictus to Client hereunder will immediately terminate and Invictus will cease providing the Service or making the Caller Data available effective immediately upon such expiration or termination, regardless of the cause of any such termination or expiration; (b) such expiration or termination for any cause will not release any party hereto from any liability which at the time of expiration or termination has already accrued to the other party or which thereafter may accrue in respect of any act or omission prior to the expiration or termination, nor shall such expiration or termination affect in any way the survival of any right, duty or obligation of either party hereto which is expressly stated elsewhere in this Agreement to survive such expiration or termination; and (c) such termination or expiration shall not affect any other remedy that a party may have at law or in equity.

13.5. Surviving Terms. The provisions in the following sections hereof and any other right or obligation of the parties in this Agreement that, by the nature of such provision, should survive termination or expiration of this Agreement will survive any expiration or termination of this Agreement, subject to any time limitations, if any, in such provisions: **Sections 1, 6.1(b), 6.3, 6.5, 7.1, 9.1, 9.2, 11, 12, 13.4, 13.5, 15, 16,** and **17** hereof.

14. Representations and Warranties; Disclaimers.

14.1. Mutual Representations and Warranties. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) the execution of this Agreement by its representative(s) has been duly authorized by all necessary corporate or organizational action of such party; and (iii) such party will not deliver or make available Harmful Code to the other party, including as part of any files or data or content delivered to the other party.

14.2. Additional Client Representation, Warranty and Covenant. Client represents and warrants that Client has and will have the necessary rights, permissions, licenses and consents in and relating to the Client Data as provided in this Agreement and to grant the license as set forth in **Section 6.5** above.

14.3. DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN **SECTION 14.1** ABOVE, THE SERVICE AND THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM ARE PROVIDED, OPERATED AND MADE AVAILABLE "AS IS" AND "AS AVAILABLE," WITH ALL FAULTS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, INVICTUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND INVICTUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND INDUSTRY CERTIFICATIONS, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, INVICTUS MAKES NO WARRANTY OF ANY KIND THAT THE SERVICE OR THE CALLER PLATFORM EXTENSION OR THE PREPARED PLATFORM, INCLUDING WITHOUT LIMITATION ANY PREPARED PLATFORM EXTENSIONS, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, OR BE SECURE, ERROR–FREE, ACCURATE, CURRENT, OR COMPLETE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, INVICTUS SHALL HAVE NO OBLIGATION TO CORRECT, AND HEREBY DISCLAIMS ALL LIABILITY WITH RESPECT TO, ANY KNOWN ERRORS OR DEFICIENCIES OR "BUGS" OF THE CALLER PLATFORM EXTENSION AND THE PREPARED PLATFORM, INCLUDING AS MAY BE DISCLOSED TO CLIENT. ALL THIRD PARTY SERVICES, THIRD PARTY APPLICATIONS, INCLUDING AS USED IN PROVIDING THE SERVICE, ARE USED OR PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY SERVICE OR THIRD PARTY APPLICATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY INVICTUS OR ITS REPRESENTATIVES SHALL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF INVICTUS' OBLIGATIONS or LIABILITY UNDER OR WITH RESPECT TO THIS AGREEMENT.

14.4. No Warranties, Representations or Covenants to Others. Invictus' warranties and representations, covenants and obligations under this Agreement are to Client only and not to any other Person. This Agreement shall not create any obligation or liability by Invictus whatsoever to any Person other than to Client. There are no third-party beneficiaries, intended or otherwise, with respect to this Agreement or any of the obligations of Invictus under or with respect to this Agreement.

15. Limitations of Liability; Additional Disclaimers.

15.1. Limitation of Liability. (a) NEITHER INVICTUS NOR ANY OF ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS SHALL HAVE LIABILITY FOR CONSEQUENTIAL, EXEMPLARY, ENHANCED, SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR STATUTORY DAMAGES, OR ANY MULTIPLES OF DIRECT DAMAGES, UNDER ANY LEGAL THEORY OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR WARRANTY, WITH RESPECT TO OBLIGATIONS UNDER THIS AGREEMENT OR THE SUBJECT MATTER OF THIS AGREEMENT OR OTHERWISE. (b) THE EXCLUSIONS OF A PERSON'S LIABILITY SET FORTH IN THIS **SECTION 15.1** ABOVE APPLY REGARDLESS OF WHETHER SUCH PERSON WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. (c) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUPPLIERS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE, TO CLIENT OR ANY USER OR ANY OTHER PERSON EXCEED THE GREATER OF $1,000 AND THE TOTAL OF THE AMOUNTS PAID TO INVICTUS UNDER THIS AGREEMENT IN THE TWENTY-FOUR MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY OF, OR CLAIMS AGAINST, INVICTUS, ITS AFFILIATES, STOCKHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS. THE FOREGOING LIMITATIONS APPLY EVEN IF THE CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE. (d) The parties acknowledge that each of them relied upon the inclusion of the limitations and exclusions set forth in this **Section 15** in consideration of entering into this Agreement.

15.2. Certain Limitations Regarding the Service. Client acknowledges and agrees that Service and the Caller Platform Extension are not intended or designed to, and may not, prevent or stop any impending threat to, or incident or improve Client's response to any such threat or incident. Client acknowledges and agrees that the Service and the Caller Platform Extension (i) may not reduce the response time by any Responders to any impending threat or any or (ii) result in a more effective response to any such impending threat or such incident or (iii) cause any Responder to respond to any such impending threat or such incident. Client acknowledges and agrees that the Service does not replace best practices by Client in communicating or managing an impending or on-going threat or an incident. Client shall ensure that each Authorized User is properly trained and prepared to respond to an impending threat or any incident. Invictus shall have no liability if a Caller triggers a notification or report of an impending threat or an incident through use of a Caller Platform Extension even though there is no such threat or incident. INVICTUS ASSUMES NO LIABILITY, WARRANTY, OR RESPONSIBILITY WHATSOEVER TO CLIENT, ANY USER OR ANY OTHER PERSON WITH RESPECT TO (i) ANY OF THE FAILURES, UNAVAILABILITY, DEFICIENCIES, INACTIONS OR ACTIONS OF THE SERVICE OR THE PREPARED PLATFORM OR THE CALLER PLATFORM EXTENSION, OR (ii) ANY CONCLUSIONS, INTERPRETATION, DECISIONS OR ACTIONS BASED ON THE USE OF THE SERVICE OR THE CALLER PLATFORM EXTENSION OR ANY CALLER DATA BY CLIENT OR BY ANY OTHER PERSON, INCLUDING IN

CONNECTION WITH ANY IMPENDING OR PERCEIVED THREAT OR ANY INCIDENT.

15.3. Implementation. Client acknowledges and agrees that the Service will not be available during the implementation period as provided in **Section 2.1**. INVICTUS SHALL HAVE NO LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), STATUTE, OR OTHERWISE TO CLIENT OR ANY USER OR ANY OTHER PERSON WITH RESPECT TO THE UNAVAILABILITY OR FAILURE OF THE SERVICE OR THE CALLER PLATFORM EXTENSIONS OR THE PREPARED PLATFORM DURING SUCH IMPLEMENTATION PERIOD.

15.4. Third Party Applications; Third Party Services. The Service uses the services of Third Parties ("**Third Party Services**"), and the Prepared Platform contains Third Party Applications and utilizes Cloud Servers. Invictus does not control such Third Party Services and Third Party Applications and such Cloud Servers. Invictus shall not be responsible or liable to Client or any Authorized User or other User or any other Person for the failure, non-performances or unavailability, faulty service or errors of any such Third Party Services or Third Party Applications or Cloud Servers. Invictus makes no warranties with respect to any Third Party Services or Third Party Applications or any Cloud Servers, their performance, availability or accuracy.

15.5. Internet Delays; Cloud Server Provider. THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC OR CELLULAR COMMUNICATIONS. INVICTUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE OR LOSS RESULTING FROM SUCH PROBLEMS OR THE TRANSFER OF DATA OVER COMMUNICATIONS NETWORKS AND FACILITIES, INCLUDING THE INTERNET. INVICTUS DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES OR LOSSES CAUSED BY ANY THIRD PARTY PROVIDER OF ANY CLOUD SERVER.

15.6. No Screening of Data. Client is solely responsible for the accuracy, completeness and truthfulness of any data or information that is submitted or provided to Invictus by its Authorized Users and for ensuring that Client has the necessary rights to submit such Client Data for use by Invictus as provided in this Agreement. Invictus will not, and shall have no obligation to, screen or filter any Caller Data. Client acknowledges and agrees that a Caller may not transmit any Caller Data despite requested to do so and any Caller Data transmitted by Caller may contain inaccurate or false Caller Data and may contain offensive or disturbing Caller Data. Client acknowledges that Invictus has no control over the Caller Data transmitted by a Caller and made available to Client's Authorized Users from the Prepared Platform. INVICTUS DISCLAIMS ANY AND ALL LIABILITY WITH RESPECT TO ANY AND ALL CALLER DATA.

16. Governing Law; Jurisdiction.

16.1. Law Governing Agreement. This Agreement and its formation, validity, interpretation, construction, performance, termination, and enforcement shall be governed by the internal laws of the State in which the Client is domiciled without giving effect to choice-of-law rules that may direct or permit the application of the laws of another jurisdiction.

16.2. Exclusive Jurisdiction. Each party stipulates and agrees that any dispute or proceeding arising under or related to this Agreement or the transactions or rights and restrictions set forth herein shall be subject to the exclusive jurisdiction of the state courts located in the State in which the Client has its domicile or the U.S. District Court for the District in which the Client has its domicile to the extent such U.S. District Court has independent subject matter jurisdiction without reference to this provision, and the respective court of appeals. Each party submits and consents to the exclusive jurisdiction and proper venue of such courts.

16.3. Waiver of Right to Trial by Jury. EACH PARTY TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES (ALSO ON BEHALF OF ITS AFFILIATES), AND EACH PARTY SHALL CAUSE ITS AFFILIATES TO WAIVE, ANY AND ALL RIGHTS ANY OF THEM MAY HAVE, NOW OR IN THE FUTURE, TO HAVE ANY CONTROVERSY OR CLAIM BETWEEN OR AMONG THEM, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT OR RELATED THERETO, INCLUDING WITHOUT LIMITATION ANY CLAIM BASED ON OR ARISING FROM AN ALLEGED TORT OR STATUTORY VIOLATION, BE HEARD OR DECIDED BY A JURY IN A TRIAL.

17. Miscellaneous.

17.1. No Authority. No party shall have any authority to assume, incur or create any liability or obligation on behalf of or in the name of the other party or to contract for or bind the other party in any way.

17.2. Independent Contractors. The relationship between the parties is that of independent contractors. Each party shall act as an independent contractor and not as a partner, joint venturer or agent of the other party. This Agreement shall not establish or be construed as establishing an agency, joint venture, or employer/employee relationship between Client and Invictus or that of a partnership

17.3. Entire Agreement; Modifications. This Agreement, together with the Appendices hereto and the End User License, contains the entire agreement and understanding of the parties with respect to the subject matter hereof and shall supersede and merge all prior and contemporaneous communications, agreements, understandings, undertakings and obligations with respect to the subject matter hereof, whether oral or written, unless the parties have entered into a separate definitive written agreement with respect to the subject matter hereof which has been signed by the authorized representative(s) of each party. No modification of this Agreement, or any Appendix hereto, shall be binding on either party unless it is in writing and signed by both parties. The Parties may agree to modify any Order to include additional free or paid services at any time so long as it is done through a writing signed by both parties. In the event of any conflict or inconsistency between the Order and these Standard Terms or any Appendix or Exhibit to the Order to these Standard Terms, the terms and conditions of the Order shall prevail. In the event of any conflict or inconsistency between the Special Terms, if any, attached to the Order and these Standard Terms, the terms and conditions of such Special Terms shall

prevail. Notwithstanding the foregoing, the Agreement does not supersede or replace the any confidentiality or non-disclosure agreement between the parties, which shall remain in effect.

17.4. Notice. All notices required to be given under this Agreement shall be in writing and shall be effective when received or, if delivery is not accomplished by reason of some fault of the addressee, when tendered, and shall only be transmitted by (i) personal delivery, (ii) registered or certified mail, return receipt requested and postage prepaid, (iii) courier or delivery service, or (iv) e-mail, by a party to the other party at the other party's address as set forth in the Order, or to such other addresses as a party may from time to time notify the other party of in accordance with this Section, unless otherwise expressly provided in this Agreement.

17.5. Waiver. Any term or provision of this Agreement may be waived at any time by the party entitled to the benefit thereof in a writing executed by such party. No waiver by either party of any breach of, or of compliance with, any term or provision of this Agreement by the other party shall be considered a waiver of any other term or provision or of the same term or provision at another time. No failure or delay of either party to exercise any power or right given that party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom, practice or prior course of dealing of the parties at variance with the terms hereof, shall constitute a waiver of that party's right to demand exact compliance with the terms hereof.

17.6. Assignment. Client shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, whether voluntarily, involuntarily, or by operation of law, whether in whole or in part, to any Third Party. Any purported or attempted assignment, delegation or transfer in violation of this **Subsection 17.6** is void. Invictus may assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, whether in whole or in part, to any other Person.

17.7. Interpretation. For purposes of this Agreement: (i) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation"; and (ii) the word "or" is not exclusive. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting or causing such drafting. Each party hereto acknowledges and agrees that it and/or its counsel reviewed and negotiated the terms and provisions of this Agreement and has contributed to its revision. All captions, titles or section headings of this Agreement are for ease of reference only, shall not affect the interpretation or construction of any provisions of this Agreement, and shall not be deemed part of this Agreement. Any references requiring the consent or approval of a party shall require such consent in writing and signed by an authorized representative of such party. Unless the context otherwise requires, references in this Agreement to a statute means such statute as amended from time to time and includes any regulations promulgated thereunder. The rule of contract construction known as *ejusdem generis* as well as the rule of contract construction known as *contra proferentem* shall not apply to the construction or interpretation of this Agreement.

17.8. Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, shall confer upon any other Person any right, benefit or remedy under or by reason of this Agreement.

17.9. Responsibility for Authorized Users. Client shall be responsible for the compliance by its Authorized Users with the terms and conditions of this Agreement, and a noncompliance by an Authorized User with such terms and conditions will be deemed a breach by Client of this Agreement.

17.10. Successors. This Agreement and the obligations hereunder shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

17.11. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstances shall be declared void, illegal or unenforceable by a competent court of law, the remainder of this Agreement shall be valid and enforceable to the extent permitted by the governing law set forth under **Section 16.1** above. Such declaration shall not invalidate any other provision hereof, and this Agreement shall continue in full force and effect. The invalid provision shall be replaced by an appropriate provision, which to the extent permitted by such governing law comes closest to the parties` intent of what the parties would have agreed on, had they been aware of the invalidity or unenforceability, in order to meet the spirit and purpose of this Agreement.

17.12. Equitable Relief. Each party agrees that a breach or threatened breach by such party of any of its obligations under this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, constructive trust, and any other relief that may be available from any court, without a requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17.13. Force Majeure. No default, delay or failure to perform on the part of Invictus shall be considered a breach of this Agreement to the extent due entirely or proximately to a Force Majeure Event.

17.14. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of the original signed copy in hardcopy.

17.15. Changes to Standard Terms. Invictus reserves the right to change these Standard Terms at any time. Any changes made to these Standard Terms will not apply to the Agreement between Invictus and Client for any Order received by Invictus from Client before the changes are made.

[End of Standard Terms and Conditions for the Prepared™ Communications Service]

AUTHORIUM INC. TERMS OF SERVICE
PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THIS SERVICE
UPDATED 05/08/2024

THESE AUTHORIUM INC. TERMS OF SERVICE, TOGETHER WITH ITS APPROPRIATE USE POLICY, AND ITS PRIVACY POLICY (TOGETHER THE "**TERMS**") GOVERN CUSTOMER'S USE AND ACCESS OF THE SERVICES (DEFINED BELOW) AND ARE INCORPORATED INTO THE ORDER FORM ACCEPTED BY THE CUSTOMER AND AUTHORIUM (TOGETHER WITH THESE TERMS, THE "**AGREEMENT**"). BY ACCESSING AND USING THE SERVICES, CUSTOMER AGREES TO THESE TERMS. **IF CUSTOMER DOES NOT AGREE WITH THESE TERMS, IT MUST STOP USING THE SERVICES AND MUST NOT ENTER INTO AN ORDER FORM WITH AUTHORIUM.**

IF CUSTOMER IS BUYING THROUGH A RESELLER, AUTHORIUM IS NOT A PARTY TO THE AGREEMENT BETWEEN THE CUSTOMER AND THE RESELLER ("RESELLER AGREEMENT") AND THE RESELLER AGREEMENT IS NOT BINDING UPON AUTHORIUM. ANY DISPUTES BETWEEN RESELLER AND CUSTOMER UNDER THE RESELLER AGREEMENT SHALL BE HANDLED DIRECTLY BETWEEN CUSTOMER AND THE RESELLER. CUSTOMER'S USE OF THE SERVICES WILL BE SUBJECT TO THESE TERMS ONLY APART FROM PRICE, PAYMENT AND OTHER TERMS SPECIFIED IN THE SEPARATE AGREEMENT BETWEEN CUSTOMER AND RESELLER. RESELLERS HAVE NO AUTHORITY TO MODIFY ANY OF THESE TERMS, AND MAY NOT GRANT CUSTOMER ANY RIGHTS TO THE SERVICES BEYOND WHAT IS SET FORTH IN THE ORDERING DOCUMENTATION BETWEEN AUTHORIUM AND RESELLER.

THESE TERMS APPLY TO ANY "FREE TRIAL," "PREVIEW" OR "BETA" OFFERINGS BY AUTHORIUM, BUT SUCH OFFERINGS ARE PROVIDED AS-IS AND NO WARRANTIES OR SERVICE LEVELS APPLY. AUTHORIUM MAY TERMINATE ANY "FREE TRIAL," "PREVIEW OR "BETA" OFFERINGS AT ANY TIME UPON NOTICE TO CUSTOMER.

Definitions:

"**Capacity**" means the limits, licenses, levels, or quantities under an Order Form.

"**Authorium**" means Authorium Inc., 425 California Street, Suite 1350, San Francisco, CA 94104, legal@authorium.com (legal notices) and accounts_receivable@authorium.com (invoices).

"**Customer**" means the entity identified under an Order Form that has contracted to purchase the Services directly through Authorium or through a Reseller, subject to the conditions of these Terms. Where a Reseller is using and accessing the Services for its own purposes as expressly permitted by Authorium, Reseller shall be considered Customer.

"**Customer Data**" means all data and materials that Customer provides to Authorium through Customer's use of the Services. Customer Data excludes a Customer's feedback.

"**Documentation**" means the commercial technical documentation that relates to the Services.

"Non-Authorium Products and Services" means are products and services not provided by Authorium.

"**Order Form**" means (1) the ordering document specifying the Services to be provided to the Customer (which incorporates these Terms by reference), including any addenda, supplements, or additional

product or quote special terms for the Services as required by Authorium and (2) the accompanying Purchase Order.

"**Order Form Term**" means the start date and end date of the Services set forth in the Order Form. Any Purchase Orders issued by Customer or Reseller must reflect the Order Form Term presented by Authorium.

"**Professional Services**" means the Authorium professional services ordered by Customer under an Order Form to set-up, configure, train and implement the Customer's Service subscriptions under a separate Statement of Work. Professional Services excludes Non-Authorium Products and Services.

"**Purchase Order**" means a purchase document which is issued by the Customer (direct purchase) or the Reseller (if an indirect purchase) naming Authorium as a payee against the Authorium quote for the Services.

"**Reseller**" means an entity authorized to resell the Services to the Customer and with whom the Customer has a direct contract to buy the Services.

"**Services**" means those Authorium products and services ordered by the Customer under an Order Form, expressly excluding Non-Authorium Products and Services.

"**Statement of Work**" means a Authorium-approved implementation plan or statement of work describing any Professional Services to be provided and applicable Specifications.

"**Specifications**" means the technical requirements describing the results of the Professional Services to be provided under a Statement of Work.

"**Users**" means an individual who is authorized by Customer to use a Service solely for the benefit of Customer and for whom Customer has purchased a license. Users may include, for example, Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

1. Services. Subject to these Terms, Customer will be provided access to the Services under an Order Form for the Order Form Term for use up to the Capacity. Customer may not reduce the Capacity of the Services stated in the Order Form during the Order Form Term. If Customer exceeds the Capacity set forth in the Order Form at any time during the Order Form Term, Authorium may contact the Customer directly to (i) require a change order to purchase additional Services, or (ii) request that the Customer's use of the Services be reduced to meet the Capacity in the Order Form. If Customer desires to add new Services or additional Capacity prior to the expiration of the Order Form Term, Authorium may choose in its discretion to prorate the fees for the added Services and/or Capacity to be coterminous with the Customer's Order Form Term. Authorium may remotely monitor and audit usage of the Services to support and ensure compliance with the terms of the Agreement.

2. Account Registration. Customer must register for and maintain an account with Authorium to use the Services. As part of Customer's use of the Service, Customer is responsible for:

- Providing and maintaining accurate and complete account information, which must be current and updated,
- All activities that occur through Customer's account,
- maintaining secure user identification and passwords, including individualized user logins and IDs, which cannot be shared between users,
- promptly notifying Authorium of any unauthorized use of a user account or any other breach of security, and
- in the event of actual or suspected unauthorized use of the Services by anyone obtaining access through Customer's account(s), taking all reasonable steps necessary to cease the unauthorized access.

3. Login Credentials. Each set of login credentials for the Services may be used only by a single, individual User. Customer agrees to promptly notify Authorium of any unauthorized access or use of which Customer become aware. Customer will be responsible for all use and misuse of the Services that occurs under Customer's or Customer's User's login credentials, including by third parties using the Services on Customer's behalf.

4. Restrictions/No Competitive Use. These Terms do not include the right of the Customer or its Users to: (i) operate or use the Services on behalf of other entities or persons (e.g., operate as a service bureau) other than as may be approved by Authorium (to be granted or denied in Authorium's discretion); (ii) modify or otherwise make any derivative uses of the Services, or any portion thereof; or (iii) use of the Services other than for their intended purposes; (iv) access for purposes of monitoring availability, performance or functionality, creating or enhancing a competitive product, or for any other benchmarking or competitive purposes; (v) disassemble, reverse engineer, or decompile the Services; (vi) remove or modify a copyright or other proprietary rights notice in the Services; (vii) use the Services to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; (viii) access or disable any Authorium or third-party data, software, or network; or (ix) permit direct or indirect access to or use of the Services in a way that circumvents a contractual usage limit, or use the Services to access or use any of the intellectual property of Authorium or third parties except as expressly permitted under these Terms, or Authorium's Documentation.

5. API and Connectors. Authorium may provide access to one or more application-programming interfaces (**API or Connectors**) as part of the Services or under an Order Form. Subject to these Terms, Authorium grants Customer a limited, non-exclusive, nontransferable, terminable license to interact only with the Services as allowed by the API.

- Customer may not use the API in a manner that exceeds the capacity limits in the Order Form, constitutes excessive or abusive usage, or fails to comply with any part of the API, all as reasonably determined by Authorium. If any of these occur, Authorium can suspend or terminate Customer's access to the API on a temporary or permanent basis immediately without notice.
- Authorium may change or remove existing endpoints or fields in API results upon at least 30 days' notice to Customer, unless faster changes are required due to security, privacy or legal issues. Authorium will use commercially reasonable efforts to support the previous version of the API for at least 6 months (unless such previous version cannot be maintained due to security, privacy or legal issues). Authorium may add new endpoints or fields in API results without prior notice to Customer.

- The API may be used to connect the Services to hosted or on-premise software applications not provided by Authorium (**Non-Authorium Products and Services**). Customer is solely responsible for Customer's use and access to Non-Authorium Products and Services, which are subject to Customer's separate agreement with the applicable third-party software application providers. Customer obligations under these Terms are not contingent on access to or availability of any Non-Authorium Products and Services and Authorium makes no representations or warranties that the Services will always be able to connect to a particular Non-Authorium Application.

6. Updates to the Services, Pricing and SKUs. Authorium regularly updates Services, pricing and SKUs. For Services, some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. Authorium will provide Customer with reasonable advance notification in the event Customer have to implement such changes. The changes may also mean that Customer need to upgrade Customer's equipment or technology to make use of the Services. For changes made by Authorium to its pricing and SKUs, the changes will become effective upon renewal of Customer's Order Form and will require a new quote for existing Services.

7. Professional Services.

a. Professional Services**.** If the Order Form includes Professional Services, Authorium will provide those specific Professional Services only in support of and as part of the Services. Professional Services are provided pursuant to these Terms and a separate Statement of Work. Authorium may subcontract the Professional Services to a third party in its discretion. Unless set forth under an Order Form or Statement of Work, Professional Services fees are performed on a time and materials basis and are billed monthly in arrears as the work is performed.

b. Customer Third-Party Contractors. If Customer contracts with a Authorium authorized third-party or the Reseller directly to manage, set-up, implement or configure the Authorium products (for example, a prime contractor) or to otherwise integrate Non-Authorium Product and Services with the Services, then Customer agrees that Authorium is not liable or responsible for any acts, errors or omissions or delays arising from the work performed by that third party.

8. Support and Maintenance**.** If a Authorium support and maintenance package is ordered as part of the Services under an Order Form, such support and maintenance shall be available only in connection with Customer's use of the Services during the Order Form Term and in accordance with the program levels as expressly described under an Order Form.

9. Third-Party Platform Services**.** Customer may be provided with access to certain third-party technology, applications or web-based components as part of the Services (example without limitation, third-party hosted platforms or other software applications, stock photos, data, and third-party maps) (**Third-Party Services**). Such Third-Party Services are provided to Customer directly by the applicable licensors (**Third-Party Service Providers**). Customer must agree to such Third-Party Services terms of use as presented to Customer by the Third-Party Service or by Authorium upon the initial login to that Service or module if Customer choose to use those Third-Party Services. Such Third-Party Services will be solely governed by such third-party service terms of use provided to Customer as part of the Third-Party Services, and are provided AS-IS. Customer cannot grant third parties' access to the Third-Party Services available through the Services unless Customer have a separate agreement directly with the Third-Party Service Providers.

10. Representations and Warranties.

a. Authorium General Representations and Warranties. Authorium represents and warrants that during the Order Form Term (i) it will perform the Services in accordance with industry standards; and (ii) the Services will materially conform to Authorium's Documentation. The Customer's sole and exclusive remedy and Authorium's entire liability for breach of the warranties under this subsection is to correct the Services under the support and maintenance program as expressly set forth in the Order Form so the Services materially conform to the Documentation.

c. Exceptions. Authorium is not responsible for any failure of the aforementioned warranties due to acts, errors, or omissions or instructions of Customer, its Users, or their agents, or otherwise arising from Non-Authorium Products and Services. The foregoing warranties shall not apply to Services that are offered as "preview," "free trial" or "beta" offers.

d**.** Customer Representations and Warranties. Customer represents and warrants that all (i) it has the requisite authority to enter into these Terms; (ii) the Customer Data and the provision thereof to Authorium is compliant with all applicable laws, rules and regulations, and (iii) Customer owns all rights, title and interest in and to Customer Data, or has otherwise secured all necessary rights in Customer Data for Authorium's licensed use as permitted under these Terms; and (iv) to the best of Customer's knowledge, the Customer Data will not infringe on the intellectual property or privacy rights of the Users or any third parties.

e. High Risk Activity. The Services (including Third-Party Services) are not designed for any purpose requiring fail-safe performance, including stock trading, financial transaction processing, operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, weapons systems, or other management or operation of hazardous facilities or applications for which failure could result in death, personal injury, or severe physical, property, or environmental damage (each, a **High Risk Activity**). Authorium, its licensors, and suppliers expressly disclaim all warranties of fitness for any such use.

e. DISCLAIMER. EXCEPT AS SET FORTH UNDER THESE TERMS, Authorium AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. WHILE Authorium TAKES REASONABLE PHYSICAL, TECHNICAL AND ADMINISTRATIVE MEASURES TO SECURE THE SERVICES, Authorium DOES NOT GUARANTEE THAT THE SERVICES CANNOT BE COMPROMISED. YOU UNDERSTANDS THAT THE SERVICES MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED. THE SERVICES PROVIDED HEREIN SHALL NOT CONSTITUE LEGAL, FINANCIAL, TAX OR SECURITY ADVICE; ANY SERVICES PROVIDED HEREIN ARE PROVIDED AS BEST PRACTICES ONLY AND CUSTOMER MUST SEEK FINAL APPROVALS FROM ITS OWN LEGAL, PROCUREMENT, FINANCIAL AND SECURITY ADVISORS TO DETERMINE IF THE SERVICES AND Authorium RECOMMENDATIONS OR SERVICES MEET CUSTOMER'S OWN BUSINESS REQUIREMENTS.

11. Payment.

a. Payment Terms.

(i) Services Fees. Except as set forth in 11(a) (ii) below, fees for the Services are billed up front at the start of the Order Form Term and due 30 days' from date of such invoice. Fees for the Services are committed and are non-cancellable and non-refundable. **The Customer's (or Reseller's) payment obligations for subscriptions (such as licenses, support and maintenance) are not contingent upon the acceptance or completion of any Professional Services under a Statement of Work.**

(ii) Professional Services Fees. Unless set forth under a Statement of Work, if the Customer orders Professional Services such (1) fees for time and materials Professional Services are on an estimated basis and are billed monthly in arrears as the Professional Services are performed; and (2) fixed fees are and billed 50% up front and 50% upon completion of the Professional Services under the Statement of Work.

b. Late Fees. If any undisputed Services fees are not received from Customer by the due date, then at Authorium's discretion, such charges may accrue late interest at the rate of 1% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. Customer is responsible for the payment of all sales, use, withholding, VAT and other similar taxes.

c. Suspension for Non-Payment. Authorium may suspend the Services with ten (10) days' prior notice due to (1) non-payment; or (2) failure to provide a satisfactory and sufficient purchase order (if one is required for payment). If Customer is going through a Reseller, and that Reseller fails to pay Authorium, Authorium may pursue the payment directly from Customer.

d. Disputes. If Customer disputes an invoice, Customer must do so within 15 days of the receipt thereof to **accounts_receivable@authorium.com**. The parties will work together in good faith to resolve such disputes within 30 days of Authorium's receipt of such notice.

e. Payment upon Termination. Termination shall not relieve Customer (or Reseller) of the obligation to pay any fees accrued or payable to Authorium prior to the effective date of termination.

14. Mutual Confidentiality

a. Definition of Confidential Information. Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally, visually, or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Authorium's Confidential Information includes without limitation the Services, its user interface design and layout, manuals, schemas, templates, manuals, technical documents, training materials, related work product and deliverables, and pricing information. Customer Confidential Information includes Customer Data.

b. Protection of Confidential Information. The Recipient must use the same degree of care that it uses to protect the confidentiality of its own confidential information (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement. The Recipient must make commercially reasonable efforts to limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality provisions of these Terms.

c. Exclusions. Confidential Information *excludes* information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order but will provide Discloser with advance notice to seek a protective order.

d. Public Disclosure Laws. To the extent this Section 14 is contrary to public disclosure laws applicable to government or regulatory entities, then those laws shall apply to the extent of the conflict only.

e. Privacy Policy. Authorium will process Customer Data in accordance with Authorium's Privacy Policy, located at **https://www.authorium.com/privacy-policy/**.

f. Data Protection. Each party will comply with data protection laws as applicable. Authorium will maintain commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of all Customer Data.

g. Independent Development. Authorium will not be restricted in any way under any order from providing any services or developing works that are functionally comparable to or compete with any Customer products or services, and Authorium shall not be restricted in its use of ideas, concepts, know-how and techniques acquired or learned in the course of activities hereunder, or retained in the unaided memories of Authorium personnel, provided Authorium does not intentionally breach any confidentiality obligation owed to Customer.

15. Intellectual Property

a. Authorium Property. Authorium grants to you a non-exclusive, non-sublicensable, revocable (as permitted under these Terms), limited right and license to access and use Services for the Order Form Term in accordance with these Terms. Except for the rights to access and use the Services expressly granted to Customer by these Terms, Authorium retains all right, title, and interest in and to the Services including all related intellectual property rights. The Services are protected by applicable intellectual property laws in the U.S. and internationally. No grant or transfer of any right, title or interest to Customer is implied. Notwithstanding anything to the contrary, upon termination or expiration of this Agreement, all rights and licenses granted to Customer under this Agreement will terminate.

b. Third-Party Services. Third-Party Service Providers retain all right, title, and interest in and to their Third-Party Services including all related intellectual property rights. The Third-Party Services are protected by applicable intellectual property laws in the U.S. and internationally. No grant or transfer of any right, title or interest to Customer is implied. Notwithstanding anything to the contrary, upon termination or expiration of this Agreement, all rights and licenses granted to Customer to Third-Party Services under this Agreement will terminate.

c. Customer's Data. Customer's Data remain Customer's intellectual property. During Customer's use of the Services and the Third-Party Services, Customer grants to Authorium (and Third-Party Service Providers, as applicable), our agents, consultants and subcontractors, a royalty-free and nonexclusive, right and license to use the Customer Data, solely to the extent required for fulfilling Authorium's duties

and obligations to Customer under an Order Form and these Terms or as otherwise described in the Agreement. Except as expressly provided for in this section, Authorium will not acquire any right, title or interest in Customer Data, and no right, title or interest will be implied. Unless otherwise agreed in writing, the rights and licenses granted in this section will cease upon termination of the Services. If Customer requests that Authorium retain Customer Data following termination of the Services, Authorium may opt in its discretion make such retention services available under a separate agreement at its then-current costs.

d. No Work-for-Hire or Work Products as Deliverables. The Professional Services are not performed on a "work for hire" basis, and no right, title or interest in or to any materials shall be transferred to Customer as part of the Professional Services. No work performed under a Statement of Work shall be considered "works" or a "work product"-or "perpetual license" related deliverable. There are no milestones for delivery of the subscriptions licenses themselves; only the professional services (e.g., configuration and implementation).

e. Open-Source Code**.** Authorium does not own any open-source code that may be provided with the API or any professional or consultative-related work performed under an Order Form; it is provided as a convenience to Customer. Such open-source code is provided AS IS and is governed by the applicable open-source license that applies to such code.

f. Analytical Data. From time-to-time Authorium may provide to Customer access to Authorium reports or analytical data related to Customer's and its Users' access and use of the Services. This analytical data is provided as a convenience to Customer for Customer's internal business use and may be shared only with Customer's full-time employees on an as-needed basis. The analytical data is provided "as-is" and "without warranties." Customer may not share this analytical data with third parties without the prior written consent of Authorium or otherwise use such data as a benchmarking tool or for any competitive purposes.

g. Aggregated, Anonymized Data. During and after the Order Form Term, Authorium may use and own all aggregated, anonymized data within the Services for purposes of enhancing the Services, aggregated statistical analysis, technical support and other business purposes.

h. Feedback. If Customer provide feedback or suggestions about the Services, then Authorium (and those it allows to use its technology) may use such information without obligation to Customer.

16. Term and Termination.

a. Agreement Term. The Agreement will govern as long as Customer have access and use of the Services. Except as set forth under the Transition Period, below, all Customer's rights to access the Services will automatically expire upon the termination of the order term.

b. Order Form Term. The Order Form Term is set forth under the Order Form approved by Authorium, and cannot be changed, extended or altered unilaterally by Reseller or the Customer. The Order Form Term does not automatically renew; Customer must request a new quote if it wants to renew the Services and should do so no later than 30 days prior to the expiration of the then current Order Form Term. If Authorium does not receive Customer's renewal request within such timeframe, the Services will automatically terminate.

c. Termination for Material Breach**.** If Authorium is in material breach of these Terms, the Customer may terminate at the end of a written 30-day notice/cure period if the breach has not been cured. If Customer (or a Reseller) is in breach of their respective obligations under the Agreement, then Authorium may terminate at the end of a written 30-day notice/cure period if the breach has not been cured. If Customer orders through a Reseller, any breach notice shall be given to both Reseller and Authorium.

d. Termination for Convenience and Non-Appropriation of Funds**.** Customer may terminate an Order Form for convenience with 30 days' prior written notice to Authorium (or if purchased through a Reseller, a notice to Reseller with copy to Authorium), provided that all of Customer's payment obligations under an Order Form that are in effect prior to the effective date of termination remain in full force and effect as written. Authorium shall not be responsible for refunding or crediting to Customer any payments made or waiving any outstanding payments for Services committed or payable prior to effective date of termination. All fees for the Services will become immediately due and payable upon the effective date of termination under this section, regardless if Customer cancelled early or did not use the Services (other than by uncured breach of these Terms by Authorium). If Customer have not appropriated the necessary funds for the Services fees under an Order Form, then Customer may terminate such Order Form for non-renewal upon written notice to Authorium, as soon as practical but in any event at least 15 days prior to the effective date of the renewal of such Order Form Term.

e. Termination of Reseller. If the relationship between Authorium and Reseller terminates for any reason, Customer's Order Form for the Services outstanding at the time of such termination or expiration ("**Surviving Order**") shall remain in effect until the end of its Order Form Term, and shall continue to be governed by these Terms, provided that Customer is not in breach of these Terms and Authorium has received all payments due in connection with such Surviving Order. Except as expressly provided herein, following a termination or expiration of Reseller's agreement with Authorium, Authorium is under no obligation to provide the Services directly to Customer, or to assume a direct contractual relationship with Customer.

f. DMCA. In accordance with the Digital Millennium Copyright Act (DMCA) and other applicable law, City has adopted a policy of terminating, in appropriate circumstances and at Authorium's sole discretion, users and customers who are deemed to be repeat infringers. Authorium may also at its sole discretion limit access to the Services and terminate the accounts if Authorium receives complaints that Customer Data infringes any intellectual property rights of others, whether or not there is any repeat infringement.

g. Transition Period; Return of Customer Data**.** For up to 60 days after termination, upon request Authorium will make those portions of the Services available only necessary for Customer's administrators to export Customer Data. After such 60-day period, Authorium has no obligation to maintain Customer Data (or any of Customer's configurations, templates or workflows related to the Services) and will destroy it in accordance with its retention policies.

h. Return Authorium Property Upon Termination. Upon termination of an Order Form for any reason, Customer must pay Authorium for any unpaid amounts, and destroy or return all property of Authorium in Customer's possession. Upon Authorium's request, Customer will confirm in writing its compliance with this destruction or return requirement.

i. Suspension for Violations**.** To mitigate its damages, Authorium may temporarily suspend the Services, a User's access, or both, if it in good faith believes that, as part of using the Services, Customer, Customer Content or a User has violated a law or this Agreement or may harm the technology or equipment of

Authorium or its licensors or sub-processors. Authorium will attempt to contact Customer in advance but is not obligated to do so in the event of imminent harm. Further, in the event of actual or suspected unauthorized use or use in violation of these Terms, Authorium may suspend the account and/or Customer or a User's access to, and use of the Services. Customer will cooperate and assist with any actions taken by Authorium to prevent or terminate unauthorized use of the Services. Authorium, in its sole discretion, may reinstate Customer's access to the Services if it determines that the actual or suspected unauthorized use was not due to Customer's breach of these Terms or if Customer has cured its breach of these Terms. Authorium may also credit the Reseller's account for suspended access to the Services for reasons other than unauthorized access that was not caused by a Customer or its User's actions or inactions or a breach of these Terms by Customer.

17. Liability Limit

a. EXCLUSION OF INDIRECT DAMAGES. **NEITHER AUTHORIUM NOR ITS LICENSORS, SUPPLIERS OR SUBPROCESSORS ARE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, COSTS OF DELAY; LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION; AND LOST PROFITS, REVENUE OR ANTICIPATED COST SAVINGS), OR REPLACEMENT COSTS, EVEN IF IT KNOWS OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS OR IF THE DAMAGE OR LOSS IS FORESEEABLE.**

b. TOTAL LIMIT ON LIABILITY. **EXCEPT FOR AUTHORIUM'S INDEMNITY OBLIGATIONS, AUTHORIUM (AND ITS LICENSORS') TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY YOU WITHIN THE 12-MONTH PERIOD PRIOR TO THE EVENT THAT GAVE RISE TO THE LIABILITY. THIS LIMIT EXCLUDES UNDISPUTED AMOUNTS OUTSTANDING PAYMENTS TO Authorium UNDER AN ORDER FORM.**

c. EXCLUSIONS**. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THIS LIMITATION WILL NOT APPLY TO EITHER PARTY TO THE EXTENT PROHIBITED BY LAW.**

d. Indemnification by Authorium (Direct Purchases through Authorium Only). If Customer has paid fees under the Agreement for the Services, Authorium will defend or settle any third-party claim against Customer to the extent that such claim alleges that Authorium technology used to provide the Services violates a copyright, patent, trademark or other intellectual property right, if Customer, promptly notifies Authorium of the claim in writing, cooperates with Authorium in the defense, and allows Authorium to solely control the defense or settlement of the claim. ***Costs***. Authorium will pay infringement claim defense costs it incurs in defending Customer, Authorium negotiated settlement amounts, and court awarded damages. ***Process***. If such a claim appears likely, then Authorium may modify the Services, procure the necessary rights, or replace it with the functional equivalent. If Authorium determines that none of these are reasonably available, then Authorium may terminate the Services and refund any prepaid and unused fees. ***Exclusions.*** Authorium has no obligation for any claim arising from: Third-Party Services; Authorium's compliance with Customer's specifications; a combination of the Services with other technology or aspects where the infringement would not occur but for the combination; use of Customer Data; or technology or aspects not provided by Authorium. THIS SECTION CONTAINS YOUR EXCLUSIVE REMEDIES AND Authorium'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

e. Indemnification by Customer. This Section 17 (e) shall only be enforceable as permitted by applicable law and shall not apply if Customer is an instrumentality of the United States Federal Government that is subject to the Anti-Deficiency Act (31 U.S.C. 1341). Customer will defend or settle any third-party claim against Customer to the extent arising out of Customer's use of the Services or Customer Data, if Authorium promptly notifies Customer of the claim in writing, cooperates with Customer in the defense, and allows Customer to solely control the defense or settlement of the claim. **Costs**. Customer will pay infringement claim defense costs it incurs in defending Authorium, Customer negotiated settlement amounts, and court awarded damages.

18. Publicity. Subject to the prior written consent of Customer and in accordance with applicable law, Authorium may use our name, trademark or logo on Authorium's website, on publicly available customer lists, and in media releases to identify Customer as a customer of Authorium. Subject to pre-publication review, Customer may agree to participate with Authorium in the development and publication of a press release announcing the launch of the Services, a case study, and reasonable requests for participation in live events highlighting Customer's use of the Services. Customer may withdraw Customer's permission to use Customer's name, trademark, or logo on any Authorium materials at any time with 30 days' prior written notice.

19. Other Terms

a. Notices. Customer consents to receive electronically any communications related to Customer's use of the Services. Authorium may communicate directly with Customer by email or by posting notices on the Authorium website or through Customer's primary administrator's Authorium's account. Customer agrees that all agreements, notices, disclosures and other communications that are provided to Customer electronically satisfy any legal requirement that such communications be in writing. All notices from Authorium intended for receipt by Customer will be deemed delivered and effective when sent to the primary administrator's email address provided to Authorium. Authorium's address for notice deliveries is: **Authorium Inc., Attn: Legal Department, 425 California Street, Suite 1350, San Francisco, CA 94104 USA, or legal@authorium.com. Notwithstanding the foregoing,** any notices that Authorium is required to provide to customers under the technical documentation shall be provided by Authorium to the Reseller or Customer as determined by Authorium in its sole discretion based on the circumstances and designated contact information for notices available to Authorium in the Services.

b. U.S. Federal Application**.** The Services and documentation is a "commercial item," as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such TERMS are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government End Users acquire only those rights in the Services and the technical documentation that are provided under these Terms or the Order Form.

c. Anti-Corruption Laws. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party or in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

d. Equitable Remedies. The receiving party's disclosure of Confidential Information except as provided in the Agreement, or a party's infringement or misappropriation of the other party's Intellectual Property Rights may result in irreparable injury for which a remedy in money damages may be inadequate. In the event of such actual or threatened disclosure, infringement or misappropriation, the aggrieved party may

seek an injunction to prevent the breach or threatened breach without the necessity of proving irreparable injury or the inadequacy of money damages, in addition to remedies otherwise available to disclosing party at law or in equity.

e. No Assignment. Customer may not assign or transfer this Agreement or an Order Form or the licenses to a third party or other end user without the prior written consent of Authorium.

f. Independent Contractors; Third-Party Beneficiaries. The parties are independent contractors with respect to each other. Nothing in these Terms will be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to these Terms. Notwithstanding the foregoing, if Customer purchased Services through a Reseller, Authorium shall be a third-party beneficiary to the Reseller Agreement between the Customer and the Reseller solely as it relates to the Services and applicable Order Form.

g. Enforceability and Force Majeure. If any term of the Agreement is invalid or unenforceable, the other terms herein remain in effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation force majeure events.

h. Survival of Terms. Any terms that by their nature survive termination of the Services for a party to assert its rights and receive the protections of these Terms, will survive (including without limitation, the confidentiality, limitation of liability, and indemnity provisions).

i. Entire Agreement and Changes. These Terms, together with the Order Form and Statement of Work (if applicable), constitutes the entire Agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Customer agrees that it is not relying on any representation concerning this subject matter, oral or written, not included in the Agreement. No representation, promise or inducement not included in this Agreement is binding. Authorium may update the Terms, its Acceptable Use Policy or Privacy Policy at any time in its sole discretion, which changes will become effective upon posting of those changes on Authorium's website. Other than the foregoing, no modification of this Agreement is effective unless both parties sign it. No waiver is effective unless the party waiving the right signs a waiver in writing. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) these Terms (unless expressly agreed to in writing by Authorium under an Order Form or mutually executed addendum to these Terms direct with Customer), (2) the Order Form; (3) Authorium's Documentation; and (4) Statement of Work (as to Professional Services only). With respect to the subject matter discussed herein, in the event of any conflict or inconsistency between these Terms and the Reseller Agreement, these Terms shall prevail. Terms included in a Customer or a Reseller's Purchase Order or sales order or similar document issued by Customer or Reseller shall not apply to the Agreement or any Statement of Work.

j. Governing Law and Forum. The Agreement is governed by the laws of the State of California (without regard to conflicts of law principles) for any dispute between the parties under this Agreement or relating in any way to this Agreement. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party. The UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

MASTER SOFTWARE AND SERVICES AGREEMENT

This Master Software and Services Agreement ("MSA") is made effective as of the date of the last signature set forth on the signature page hereto (the “Effective Date”):

BETWEEN:

[Name of customer], a [type of entity] [jurisdiction], (hereafter referred to as "Customer")

Commented [NG1]: Note to drafter: Insert customer details.

–and–

Versaterm Public Safety US, Inc., a corporation incorporated under the laws of the state of Delaware (hereafter referred to as "Versaterm")

Background

A. Versaterm (including its affiliates) develops, and licenses proprietary software related to public safety agencies.

B. The parties contemplate that from time-to-time Customer will wish to obtain, and Versaterm will provide, a license and associated services from Versaterm to permit Customer to such software and related materials, all of which shall be governed by the terms and conditions of this MSA.

NOW THEREFORE in consideration of the covenants contained in this MSA, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

For the purposes of this MSA, each Service Schedule and each Statement of Work, these terms will have the following meanings:

1.1 "Authorized User" means an employee, consultant, or contractor of Customer authorized by Customer to access and use the Services on Customer’s behalf.

1.2 "Confidential Information" means this Agreement, any Service Schedule, the Software, Customer Data and all ideas, designs, business models, databases, drawings, documents, diagrams, formulas, test data, marketing, financial or personnel data, technology, products, sales information, trade services, know-how customer or supplier information, including information provided by such customers or suppliers, or any other information already furnished or to be furnished or made available by one Party to the other, whether in oral, written, graphic or electronic form including any such information exchanged during informational sessions designated as confidential,

including, without limitation, information concerning a Party's actual and potential customers and other Intellectual Property Rights of such Party, provided, however, that Confidential Information shall not include any data or information: (i) that, at the time of disclosure, is in or, after disclosure, becomes part of the public domain, through no act or failure on the part of the receiving Party, whether through breach of this Agreement or otherwise; (ii) that, prior to disclosure by the disclosing Party, was already in the possession of the receiving Party, as evidenced by written records kept by the receiving Party in the ordinary course of its business, or as evidenced by proof of actual prior use by the receiving Party; (iii) independently, custom developed by the receiving Party, by Persons having no direct or indirect access to the disclosing Party's Confidential Information provided that the receiving Party provides clear and convincing evidence of such independent development; (iv) which, subsequent to disclosure, is obtained from a third Person: (A) who is lawfully in possession of the such information; (B) who is not in violation of any contractual, legal, or fiduciary obligation to either Party, as applicable, with respect to such information; and (C) on a non-confidential basis; or (v) is further disclosed with the prior written consent of the disclosing Party, but only to the extent of such consent.

1.3 "Customer Data" means collectively any data, files, documentation, or other information: (i) that Customer or any of its Authorized Users may upload to Versaterm Platform when using the Services; and (ii) processed through the use of the Services, excluding Third Party Data and any Versaterm Data.

1.4 "Customizations" means all Customer-requested modifications made to the Software or User Documentation by or for Versaterm in accordance with the terms of a Service Schedule or Work Order, which shall be at Customer's expense.

1.5 "Enhancements" means any changes or additions to the Software, that improve functions, add new functions, improve performance, or corrects errors by changes in system design or coding, including but not limited to changes or additions that are made to the Software to provide substantial additional value or utility.

1.6 "Fees" means the Subscription Fees, the License Fees, the Maintenance and Support Fees, the Customization Fees and all other fees and charges charged by Versaterm under this MSA, any Service Schedule, any SOW, or any other attachment.

1.7 “Go-Live Date” means the date on which the Software is available for production use, as may be further defined in a Service Schedule or SOW.

1.8 "including" means "including without limitation" and is not to be construed to limit any general statement which it follows to the specific or similar items or matters immediately following it.

1.9 "Intellectual Property" means any property, tangible or intangible, that may be subject to Intellectual Property Rights, including without limitation, ideas, formulae, algorithms, concepts, techniques, processes, procedures, approaches, methodologies, plans, systems, research, information, documentation, data, data compilations, specifications, requirements, designs, diagrams, programs, inventions, technologies, software (including its source code), tools, products knowledge, know-how, including without limitation, trade secrets, and other materials or things.

1.10 "Intellectual Property Rights" means: (a) any and all proprietary rights anywhere in the world provided under: (i) patent law; (ii) copyright law, including moral rights; (iii) trademark law; (iv) design patent or industrial design law; (v) semiconductor chip or mask work law; (vi) trade secret law; (vii) privacy law; or (viii) any other statutory provision or common law principal applicable to this Agreement which may provide a right in either: (A) Intellectual Property; or (B) the expression or use of Intellectual Property; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

1.11 “License Fees” means the fees charged by Versaterm in respect of the provision of Software to Customer on an on-premises basis, as further identified in a Service Schedule.

1.12 "Licensed Materials" means collectively the Versaterm Platform, Software, and the User Documentation.

1.13 "Maintenance and Support Fees" means the fees charged by Versaterm in respect of maintenance and support services as further identified in a Service Schedule.

1.14 "Network Aggregator Provider" means a third party service provider that offers connectivity services to securely link separate networks.

1.15 “Open Source Software Components” means software programs, libraries, or distributables (commonly known as “public”, “open source” or “free” software) made publicly available by the copyright holders.

1.16 "Party" means either Customer or Versaterm and "Parties" means both.

1.17 "Person" means any individual, company, corporation, partnership, government or government agency, authority or entity howsoever designated or constituted.

1.18 "Point of Access" means Versaterm's, or its subcontractor's, border router, which is used to establish connectivity from the Versaterm Platform to Versaterm's, or its subcontractor's, internet provider, or the public internet.

1.19 “Professional Services” all professional services purchased by Customer in respect of the Subscription Services or use of Software (if installed on Customer’s premises) , including implementation services, data migration, specialized support, training services and any other services as further described in a Service Schedule or Statement of Work.

1.20 "Service Schedule" means the applicable written document, signed by Customer and Versaterm, which incorporates by reference the terms and conditions of this MSA, the terms and conditions of Subscription Service or the terms and conditions regarding use of the Software, any attached SOW, and any other relevant terms and conditions with respect to Customizations, Professional Services, Implementation or the provision of other technical services.

1.21 "Software" means the computer programs owned by Versaterm and which are licensed to Customer under a Service Schedule, including: (a) all maintenance modifications (updates and upgrades); (b) Enhancements; (c) Customizations, now developed or to be developed by or for Versaterm during the Term; and (d) all formulas, routines, subroutines, algorithms, concepts, techniques, know-how and ideas implemented or

embodied in any of the foregoing, in any form. For the avoidance of doubt, Software excludes Third Party Components.

1.22 “Statement of Work or SOW” means the applicable written document, signed by Customer and Versaterm or incorporated as part of Service Schedule, under which Versaterm may provide Customer additional Professional Services related to the Software, including training, specialized support and data migration, which shall be attached to the applicable Service Schedule.

1.23 "Subscription Fee" means the fees charged by Versaterm in respect of the Subscription Service as further identified in a Service Schedule.

1.24 "Subscription Service” means any combination of the following: (i) limited access and use rights to the Versaterm Platform on a hosted basis, (ii) hosting services, (iii) support services, and (iv) any other similar generally applicable services that Versaterm provides to its customers in accordance with the User Documentation. For the avoidance of doubt, Subscription Services do not include Professional Services.

1.25 “Subscription Term” means, with respect to any use of Software or access to Subscription Service, the subscription period specified on the applicable Service Schedule or, if no explicit period is indicated in the applicable Service Schedule, a period of one (1) year starting from the 1st of the month following the Effective Date; together with, all renewals thereof effected in accordance with the terms of this Agreement.

1.26 “Term” means the term set out in Section 3, paragraph (a).

1.27 “Third Party Data” means any data owned by a third party that the Customer accesses via the Software.

1.28 “Third Party Component” means any components of the Subscription Services provided by third parties, including Open Source Software Components and third party proprietary software or services (e.g. Amazon Web Services (AWS)).

1.29 “Third Party Supplier” means any party who provides products and/or services, including Open Source Software and Third Party Components that contribute to the overall Software provided to the Customer by Versaterm.

1.30 "User Documentation" means the user manuals, guides, and specifications with respect to the operation, use, functions, and performance of the Software, as revised from time to time, and any additional documentation for Customizations produced by Versaterm, in written or online electronic form.

1.31 "Versaterm Platform" means the Software, Versaterm Server and such devices and peripherals physically located with the Versaterm Server, including all computer hardware, software, network elements, and electrical and telecommunications infrastructure located behind the Point of Access.

1.32 "Versaterm Server" means that computer server located at Versaterm's premises, or a third-party provider of hosting and/or network services, that houses the Software.

2. Scope of Agreement

(a) It is the intention of Versaterm and Customer that, where Software and services are to be provided by Versaterm under this MSA, particular details and terms will be specified in a Service Schedule. If there is a conflict between a Service Schedule and this MSA, the Service Schedule will prevail over the conflicting provisions of this MSA to the extent of the inconsistency but only for the purposes of that Service Schedule. Except for such conflicts, the provisions of this MSA will not be deemed to be amended, cancelled, waived, or released by the execution of a Service Schedule.

(b) Each Service Schedule shall contain the following minimum information, to the extent the same is applicable:

i. the express incorporation of this MSA by reference;

ii. a list and description of the applicable Software;

iii. Subscription Term;

iv. Customizations and custom application programming interfaces ("APIs") if any, to the Software and the terms and conditions upon which same will be provided;

v. the Fees, including onboarding fees, escrow agreement fees and implementation fees, as applicable;

vi. the License Fee or Subscription Fee for the Software;

vii. the Maintenance and Support Fee;

viii. the site(s) at which the Software are permitted to be installed if Software is installed on Customer's premises;

ix. the project schedule (which may include project implementation dates, installation dates, training session dates) for the Software;

x. training, if applicable;

xi. any other terms relating to the maintenance, enhancement or support of the Software; and

xii. any special terms and conditions agreed upon by Versaterm and Customer.

3. Effective Dates.

(a) This MSA shall have an initial term of three (3) years from the Effective Date (the "Initial Term"), unless earlier terminated in accordance with the provisions under Section 19, and shall automatically renew for consecutive additional one (1) year terms (each a "Renewal Term"), unless either Party provides a written termination notice to the other Party at least sixty (60) days prior to the expiration of the Initial Term or the then-current Renewal Term, as applicable. The Initial Term and Renewal Terms, if any, are collectively referred to herein as the "Term". Notwithstanding any termination or expiration of this MSA, the MSA shall continue to be in effect until the termination or expiration of the last effective Service Schedule.

(b) Each Service Schedule will be effective from the date set out in such Service Schedule and for the term specified in that Service Schedule.

(c) Upon expiration of each Subscription Term, unless otherwise specified in the applicable Service Schedule, all rights to access and use or the license to use Licensed Materials, as applicable, granted under such Service Schedule and this MSA shall automatically be renewed for additional one (1) year periods, and Versaterm will invoice Customer at the then-current subscription-based price for such additional Subscription Term year at Versaterm's then-current rates, subject to the cap set forth in Section 8(g) (or such other rates mutually agreed by the Parties), unless a Party provides written notice to the other Party to terminate at least sixty (60) days prior to the expiration of the Subscription Term or any renewal term.

4. License

(a) Customer shall have the right to access and use or install and use the Licensed Materials solely as expressly granted or otherwise set forth in this MSA and the applicable Service Schedule.

(b) Customer shall not:

(i) use, reproduce, display, perform or otherwise exploit the Software except as expressly authorized in this MSA or in a Service Schedule;

(ii) copy any of the Software or User Documentation except as reasonably necessary to use the Software for its internal use as authorized herein or in a Service Schedule, and in all cases subject to the confidentiality provisions hereof, and provided that all copyright notices and any other proprietary notices are included;

(iii) assign this MSA or transfer, lease, export or grant a sublicence of the Software or the license contained in this MSA to any Person except as expressly authorized herein or in a Service Schedule;

(iv) decompile, disassemble, reverse engineer, or otherwise access or attempt to gain access to the Software's source code;

(v) give any Person other than its employees, consultants, contractors and/or clients of Customer or other individuals listed pursuant to a Service Schedule access to the Software or;

(vi) rent or lend, with or without charge, any system which includes the Software to any Person including clients and customers;

(vii) operate at any time on a regular or irregular basis an online or offline customer service bureau involving the Software;

(viii) permit (and Customer shall take all necessary precautions to prevent) third parties (including, any parties affiliated or related to Customer) to use the Software in any way that would constitute a breach of this MSA or any Service Schedule;

(ix) use any APIs, other than the APIs expressly authorized for use by Versaterm, with the Software or use any authorized APIs in a manner that is not permitted or published by Versaterm;

(x) remove or modify any proprietary marking or restrictive legends placed on the Licensed Materials;

(xi) use any device, software, or routine to interfere with the proper working of the Software or to bypass any security features of the Software; or

(xii) introduce into the Versaterm Platform any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature,

(c) Customer shall be solely and exclusively responsible for the supervision, management, and control of Customer's and each of its Authorized User's use of the Licensed Materials and shall require each Authorized User to maintain all passwords and other access credentials with respect thereto.

5. Customer's Obligations

(a) Where the Software will require access and use of the Versaterm Platform, Versaterm shall operate and maintain the Versaterm Platform in accordance with the applicable Service Schedule. Access to the Versaterm Platform may be through a secure connection with the public internet or using a Network Aggregator Provider. Customer acknowledges and agrees that Versaterm is not responsible or liable for any communication over the public internet, or for the Network Aggregator Provider's network or its operation or the Network Aggregator Provider's network's failure to deliver communication to and from the Versaterm Platform on a timely basis.

(b) Customer shall be fully responsible for the acts and omissions of all Persons that are authorized or otherwise allowed, by Customer, to use or have access to the Software and User Documentation.

(c) Customer agrees to co-operate with and advise Versaterm of all information which would be reasonably required to permit Versaterm to deliver and, if applicable, install the Software. Customer shall respond promptly to any Versaterm request to provide information, approvals, authorizations or decisions that are reasonably necessary for Versaterm to provide the Software.

(d) Subject to the terms and conditions of this MSA, each Service Schedule, and if applicable, each SOW, Customer shall provide Versaterm with all reasonable access, which may include remote access, to Customer's systems and premises for the purpose of Versaterm performing its obligations pursuant to this MSA, and the failure of Customer to provide such access shall relieve Versaterm of its obligation to perform such obligations.

(e) Customer shall notify Versaterm immediately of any actual or suspected unauthorized use of its passwords or API keys for the Versaterm Platform.

6. Ownership

(a) Customer acknowledges and agrees that all rights, title and interests in and to the Licensed Materials, including all Intellectual Property embodied therein, are and shall at all times remain the exclusive property of Versaterm and that, except as expressly set forth herein, no rights, title or interests, including any license, is granted to Customer hereunder by implication, estoppel, or otherwise of any kind whatsoever in or to the Licensed Materials or any portion thereof, except, in each case, for the rights and licenses expressly granted to Customer herein,. Customer further acknowledges and agrees that all Third Party Components are and shall at all times remain the property of the applicable Third Party Suppliers.

(b) Customer shall not remove any Versaterm trademark, service mark or logo, or any proprietary notices or labels (including any copyright or trademark notices) from the Service.

(c) If Customer provides any feedback, comments, suggestions, ideas, descriptions of processes, or other information to Versaterm about or in connection with any Licensed Materials, including any ideas, concepts, know-how or techniques contained therein (collectively, "Feedback"), then Customer hereby grants Versaterm and its affiliates a worldwide, fully paid-up, royalty-free, non-exclusive, perpetual and irrevocable license to use, copy, modify and otherwise exploit the Feedback for any purpose, without any compensation to Customer or any restriction or obligation on account of Intellectual Property Rights or otherwise. Without limiting the generality of the foregoing, nothing in this MSA limits Versaterm's right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

7. Customer Data and Hosting Provider

(a) Customer hereby grants to Versaterm a limited, non-exclusive, non-transferable, royalty-free right to use, reproduce, manipulate, display, transmit and distribute the Customer Data solely in connection with providing the Licensed Materials to Customer, and improving and developing the Licensed Materials. In addition, Versaterm may analyze Customer Data, and data of other customers, to create aggregated or anonymized statistics or data that do not identify Customer or any individual, and Versaterm may during and after the Term use and disclose such statistics or data in its discretion. Except as specified otherwise in the Agreement, Customer shall be solely responsible for providing, updating, uploading and maintaining all Customer Data.

(b) Customer acknowledges and agrees that Versaterm: (i) will not be responsible for the accuracy, completeness or adequacy of any Customer Data or the results generated from any Customer Data uploaded to the Versaterm Platform and processed by the Software; (ii) has no control over any Customer Data or the results therefrom; (iii) does not purport to monitor Customer Data; and (iv) if Software is installed on Customer premises, shall not be responsible to back up or maintain any back up of the Customer Data or any portion thereof.

(c) Versaterm may change its third party hosting provider ("Hosting Provider") at any time. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

8. Fees and Payment Terms

(a) All Fees applicable to a Service Schedule will be specified therein. All amounts invoiced and due in accordance with the payment terms of the applicable Service Schedule shall be paid by Customer within thirty (30) days of the date of an invoice for such amounts.

(b) Any additional services, such as Professional Services or Customizations, requested by Customer shall be subject to additional Fees, unless otherwise agreed to in writing by the Parties.

(c) All invoices under a Service Schedule will be in writing, reasonably substantiate the charges set out therein and will be emailed by Versaterm to Customer at email address specified in the applicable Service Schedule or may be submitted through an alternative electronic platform as agreed to between the Parties (i.e.: Customer's portal) as identified in the applicable Service Schedule.

(d) Where Customer fails to pay any amount in accordance with paragraph (a) above, Versaterm shall have the right, in addition to any other remedies, to charge, and Customer shall pay, interest on such overdue amounts at the rate of one and a half per cent (1.5%) per month (18% per annum), or, if less, the maximum rate of interest allowed by law.

(e) In all cases, all undisputed amounts due under this Agreement will be paid by Customer in full without any withholding, set-off, counterclaim or deduction.

(f) If, acting in good faith, Customer disputes any item within an invoice, it shall raise such dispute by written notice to Versaterm prior to the date that payment on such invoice is due, and the Parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved within thirty (30) days of the said notice being given, the dispute shall be resolved in accordance with Section 33. Any amounts not disputed in accordance with this section shall be deemed accepted and must be paid by Customer in accordance with paragraph (a).

(g) Versaterm reserves the right to increase the fees on an annual basis, as identified in a Service Schedule, by no more than seven percent (7%). Notwithstanding the foregoing, Versaterm may increase fees beyond the cap of 7% for Third Party Components.

9. Taxes.

In addition to all charges under a Service Schedule, Customer shall pay to Versaterm all taxes, duties, and other such assessments or charges which may be assessed, levied, or imposed with respect to any Software, services or products provided under a Service Schedule, except taxes based on Versaterm's income and capital. The foregoing provision includes sales, use, service, excise and personal property taxes, whether collected or withheld by Versaterm or otherwise assessed, and any penalty and interest payments related to the foregoing (which penalty and interest payments are not due to any fault on the part of Versaterm) but does not include taxes for which Customer is exempt by law and for which Customer has provided to Versaterm a bona fide tax exemption certificate prior to such tax becoming due.

10. Confidentiality

(a) Each Party acknowledges that all Confidential Information consists of confidential and proprietary information. Except as required by law, each Party shall hold Confidential Information of the other Party in trust and confidence for and on behalf of such other Party, and shall take commercially reasonable measures to maintain the confidentiality of the Confidential Information, which measures shall in any event be no less than what such Party would implement to protect its own Confidential Information of a similar nature or value. Each Party agrees not to make use of Confidential Information other than to the extent necessary for the exercise of rights or the performance of obligations under this MSA or any Service Schedule, and not to release, disclose, communicate or otherwise make it available to any third-party other than officers, directors, employees, consultants and contractors of Versaterm or Customer, as applicable, who reasonably

need to know it in connection with the exercise of rights or the performance of obligations under this MSA or any Service Schedule.

(b) Each Party agrees that any breach of this Section 10 ("Confidentiality") may give rise to irreparable damage to the other Party, the injury to the other Party from any such breach would be difficult to calculate, and that money damages would therefore be an inadequate remedy for such breach. Each Party agrees that the other Party will be entitled, in addition to all other remedies that the other Party may have under this MSA, at law or in equity, and without showing or proving any actual damage sustained by it, to a permanent or temporary injunction or other order to restrain any breach, threatened breach or the continuation of any breach of this Section 10.

(c) Upon the termination or expiration of each Service Schedule, each Party will return to the other Party all Confidential Information with respect to such Service Schedule which is then in its possession or control. Upon the termination of this MSA, each Party will return to the other Party all Confidential Information of such other Party which is then in its possession or control.

(d) Notwithstanding the above, Versaterm reserves the right to retain Customer Data on audit logs and server system logs and in support tickets, support requests, and direct communications with Versaterm, saved as part of routine back-ups or as otherwise may be required by law.

11. Representations and Warranties of Versaterm.

Versaterm represents and warrants as follows:

(a) Versaterm has the power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Versaterm have been duly authorized by Versaterm. This MSA has been duly executed and delivered by Versaterm and is a valid and binding obligation of Versaterm, enforceable in accordance with its terms;

(b) neither the entering into of this MSA, nor the performance by Versaterm of any of its obligations under this MSA will contravene, breach, or result in any default under any organizational documents of Versaterm or under any agreement to which Versaterm is a party or by which Versaterm is otherwise bound; and

(c) Versaterm will use commercially reasonable efforts to ensure that all Software delivered to Customer is, at the time of shipment, free of any known computer software viruses.

12. Representations and Warranties of Customer. Customer represents, warrants, and covenants, as follows:

(a) Customer has the corporate power and the capacity to enter into, and to perform its obligations under this MSA. This MSA and each of the agreements, contracts and instruments required by this MSA to be delivered by Customer have been duly authorized

by Customer. This MSA has been duly executed and delivered by the Customer and is a valid and binding obligation of the Customer, enforceable in accordance with its terms; and

(b) neither the entering into of this MSA, nor the performance by Customer of any of its obligations under this MSA will contravene, breach, or result in a default under the articles, by-laws, constating documents or other organizational documents of Customer or under an agreement to which the Customer is a party or by which Customer is otherwise bound.

13. Versaterm's Indemnity

(a) Versaterm will defend at its own expense any claim, proceeding or suit (for purposes of this Section 13, a "Claim") brought against Customer to the extent such Claim alleges that any Licensed Materials provided under a Service Schedule infringes a proprietary right of a third-party which is enforceable within Canada or the United States, and will indemnify and pay all damages finally awarded against Customer by courts of competent jurisdiction on account of such infringement together with all reasonable costs and expenses (including reasonable legal fees as determined by courts of competent jurisdiction) incurred by Customer as a direct result of such Claim, provided Versaterm is given: (i) prompt written notice, however, no later than ten (10) days, of the Claim; (ii) all reasonable information and assistance which it may require to defend the Claim; (iii) sole control of the defense of the Claim, and all negotiations for its settlement or compromise; and provided further: (iv) that the alleged infringement does not result from any alterations, modifications or enhancements to the Software or Documentation made by Customer or on its behalf by a third-party, or the use or operation of the Licensed Materials in combination with other software, products, data, apparatus or equipment not provided by Versaterm.

(b) Notwithstanding anything to the contrary in this MSA or any Service Schedule, Versaterm shall not be responsible for any cost, expense or compromise incurred or made by Customer in respect of a Claim without Versaterm's express prior written consent.

(c) If any Claim has occurred, or in Versaterm's opinion is likely to occur, Versaterm may, at its option and expense:

(i) procure for Customer the right to continue using the applicable Licensed Materials;

(ii) replace or modify the same so that it becomes non-infringing without loss of material functionality; or

(iii) if none of the foregoing alternatives is reasonably available, or available on commercially reasonable terms, at Versaterm's discretion, discontinue the Service and use of the Software and refund to Customer any pre-paid and unused portion of the Fees paid by Customer in respect of use of the Software for the remainder of the then-current portion of the Term.

(d) Notwithstanding the above Versaterm shall have no obligation for any Claim based upon Third Party Components, which are warranted solely by the individual Third Party Supplier.

(e) This Section 13 states the entire obligations of Versaterm with respect to any infringement of any Intellectual Property Rights of any third party.

14. Customer's Indemnity

Customer shall defend at its own expense any Claim brought against Versaterm, its affiliates or any of their respective directors, officers, employees, consultants, contractors or agents (each, a "Versaterm Indemnitee"), to the extent such Claim: (i) alleges, directly or indirectly, that any Customer Data infringes any Canadian or U.S. Intellectual Property Right of a third person; or (ii) is in relation to Customer's use of the Software, including contrary to applicable law, except however to the extent Versaterm is obligated to indemnify Customer pursuant to Section 13; provided that Customer is given:

i. prompt written notice of the Claim or of any allegations or circumstances known to Versaterm which could result in a Claim;

ii. all reasonable information and assistance from Versaterm, at Customer's expense, which Customer may require to defend the Claim; and

iii. sole control of the defense of the Claim, and all negotiations for its settlement or compromise thereof; provided that Versaterm's express prior written consent shall be required for any such settlement or compromise that (A) does not fully and irrevocably release all Versaterm Indemnitees from any liability of any kind a full release with respect thereto, (B) limits in any manner Versaterm's right to use, distribute or commercialize any Licensed Materials, or (C) that includes any admission of wrongdoing by or creates or is reasonably likely to create any reputational harm to any Versaterm Indemnitee.

15. Exclusion of Other Warranties and Conditions

(a) EXCEPT AS EXPRESSLY STATED IN THIS MSA, ANY SERVICE SCHEDULE, OR ANY SOW, THE LICENSED MATERIALS, THIRD PARTY COMPONENTS OR ANY SERVICES PROVIDED HEREUNDER, ANY SERVICE SCHEDULE OR ANY SOW ARE PROVIDED ON AN "AS IS", "WHERE-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND. THE REPRESENTATIONS AND WARRANTIES GIVEN BY VERSATERM IN SECTION 11 ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN RELATION TO ANY LICENSED MATERIALS, THIRD PARTY COMPONENTS OR SERVICES PROVIDED UNDER THIS MSA, ANY SERVICE SCHEDULE OR ANY SOW, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. VERSATERM HEREBY DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY COMPONENTS OR THE ACTS OR

OMISSIONS (INCLUDING WITH RESPECT TO THE PROVISION OF ANY SERVICES) OF ANY THIRD PARTY SUPPLIER.

(b) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE USE AND OPERATION OF ANY SOFTWARE OR THIRD PARTY COMPONENTS, AND THE RESULTS OBTAINED FROM SUCH USE AND OPERATION, ARE AT THE SOLE AND EXCLUSIVE RISK OF CUSTOMER AND THAT VERSATERM ASSUMES NO LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY RELIANCE UPON THE RESULTS OBTAINED BY CUSTOMER OR ANY THIRD-PARTY.

16. Exclusion of Indirect Damages.

UNDER NO CIRCUMSTANCES WILL VERSATERM BE LIABLE FOR ANY OF THE FOLLOWING UNDER THIS AGREEMENT FOR ANY REASON: (A) SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITH RESPECT TO LOSS OF PROFITS, REVENUES, CUSTOMERS OR CONTRACTS, LOSS OF USE OF EQUIPMENT, LOSS OF OR DAMAGE TO DATA OR CUSTOMER RECORDS, REPUTATIONAL HARM, OPERATIONAL OR SERVICE INTERUPTIONS, BUSINESS INTERRUPTION, OR LACK OF AVAILABILITY OF CUSTOMER MATERIALS OR FACILITIES, INCLUDING CUSTOMER'S COMPUTER RESOURCES, SOFTWARE AND ANY STORED DATA (INCLUDING CUSTOMER DATA) OR RECORDS; OR (B) ANY THIRD-PARTY CLAIMS AGAINST CUSTOMER FOR LOSSES OR DAMAGES (EXCEPT AS EXPRESSLY PROVIDED IN SECTION 13), IN EACH CASE, EVEN IF ADVISED OF THE POSSIBILITY OF SAME OR EVEN IF SAME WERE REASONABLY FORESEEABLE.

17. Limitation of Direct Damages.

THE TOTAL AGGREGATE LIABILITY OF VERSATERM UNDER THIS AGREEMENT IN ANY CIRCUMSTANCES IS LIMITED TO THE AMOUNT CUSTOMER PAID VERSATERM UNDER THE SERVICE SCHEDULE PURSUANT TO WHICH SUCH LIABILITY AROSE OR IS ASSOCIATED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM GIVING RISE TO THE LIABILITY AROSE. NOTWITHSTANING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DAMAGES ARISING FROM VERSATERM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

18. Insurance.

Versaterm shall secure and maintain insurance coverage throughout the MSA and any Service Schedule in amounts that it deems reasonable in its sole discretion.

19. Termination.

In addition to any other rights or remedies hereunder:

(a) Versaterm reserves the right to terminate this MSA or any Service Schedule for convenience by providing thirty (30) days written notice to the Customer;

(b) Versaterm may terminate this MSA and/or any Service Schedule at any time on giving Customer notice in writing if: (i) Customer infringes any copyright or other Intellectual Property Right or other industrial or proprietary right of Versaterm; (ii) in Versaterm's reasonable judgment, Customer's use of the Software poses a security risk to the Software or any third party; (iii) Customer fails to pay in full any sum owed by it under this MSA or Service Schedule within thirty (30) days of the due date therefor; or (iv) Customer fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (iv) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

(c) In the event Customer becomes unable to pay future amounts due under any Service Schedule or SOW due to a material reduction in or cancellation of public funding, Customer may terminate the applicable Service Schedule or SOW upon thirty (30) days' written notice to Versaterm, and Versaterm shall be entitled to retain any advance payments made by Customer to Versaterm.

(d) Subject to applicable law, Customer may terminate this MSA immediately upon giving written notice to Versaterm if Versaterm: (i) makes any general assignment for the benefit of creditors or otherwise enters into any composition or arrangement with its creditors; (ii) is unable to pay its debts as they mature; (iii) has a receiver and/or manager appointed over its assets or an application is made to do so; (iv) becomes bankrupt or insolvent or commits an act of bankruptcy or (v) Versaterm fails to observe or perform any other material obligation or covenant required to be observed or performed by it under this MSA or Service Schedule, and solely in the case of (v) above, such failure continues for a period of thirty (30) days after delivery of written notice by Versaterm to Customer requiring Customer to cure such failure.

20. Orderly Termination

(a) Upon any termination or other expiration of a Service Schedule or SOW or this MSA, each Party shall forthwith return to the other Party all Confidential Information, documentation, papers, material, and other property of the other Party in its possession or control.

(b) In addition to the obligations in Section 20(a) above, upon termination of a Service Schedule or upon expiration of the License Term for Software which is not renewed in accordance with the Service Schedule, Customer shall:

(i) immediately discontinue use of the Licensed Materials;

(ii) ensure that all Persons using the Licensed Materials pursuant to this MSA cease all use thereof;

(iii) promptly (and in any event within five (5) days) return to Versaterm all copies of the Licensed Materials in its (or any Authorized Users' or other Persons' to whom it provided access to any Licensed Materials) possession or control;

(iv) permanently erase all Licensed Materials, in whole or in part, from all computer systems, storage devices and other electronic recording systems in Customer's possession or control and cause each Authorized User and each other Person to whom it provided access to any Licensed Materials to do the same;

(v) deliver within thirty (30) calendar days of such termination or expiration a certificate certifying that Customer and all such Persons to whom Customer has provided access to any Licensed Materials have complied with the terms of this Section 20(b), as applicable; and

(vi) pay Versaterm the full amount of any charges outstanding, including for any Professional Services performed, as of the date of termination, if any, whether invoiced or not (including any amounts due as late payment charges), and all other monies owing to Versaterm.

21. Suspension

If Customer has materially violated the MSA or any Service Schedule, including failure to pay any Fees or any portion thereof when due (other than invoiced amounts disputed in good faith pursuant to Section 8(f)), Versaterm may immediately suspend Customer's and each of its Authorized Users' right to access or use any Licensed Materials (including access to the Versaterm Platform) or receive any Services.

22. Relationship

This MSA and each Service Schedule and SOW are agreements between separate legal entities and neither Party is the agent, employee, or partner of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any Service Schedule with a third-party or to incur any obligation or liability on behalf of the other Party.

23. Notices.

Unless specified otherwise in a Service Schedule, all notices, requests, demands and other communications under this MSA and each Service Schedule shall be in writing and shall only be duly given:

(a) on the date of sending if sent by email to the email address indicated in Section 23(b); or

(b) on the three business day after posting if sent, during normal postal conditions, by registered or certified mail to the Party for which it is intended and addressed as follows:

To Versaterm at:	To Customer at:
Versaterm Public Safety U.S. Inc. 1 North MacDonald, Suite 500	[Address]

Commented [NG2]: Note to drafter : insert customer's name

Commented [NG3]: Note to drafter: Insert official name or department that receives official notices. (This will likely need to be completed by the customer).

Mesa, Arizona, USA
85201

Attention: Legal Department
E-mail: legal@versaterm.com

With copy to:
Versaterm Public Safety Inc.
1331 Clyde Avenue, Suite 400
Ottawa, Ontario, Canada
K2C 3G4

Attention: [Name or title and/or department]

e-mail:

Commented [NG4]: Note to drafter: insert email address associated with the person or department indicated above.

Commented [NG5]: Note to drafter: insert email address associated with the person or department indicated above.

24. Waiver.

Any waiver of, or consent to depart from, the requirements of any provision of this MSA or a Service Schedule or SOW shall be effective only if it is in writing and signed by the Party giving it, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this MSA shall operate as a waiver of such right. No single or partial exercise of any such right shall preclude any other or further exercise of such right or the exercise of any other right. No amendment or variation to this MSA shall be effective unless signed in writing by both Parties.

25. Assignment.

Customer may not assign any rights or benefits under this MSA (including any Service Schedules or SOWs), in whole or in part, to any Person without the express prior written consent of Versaterm. Versaterm may assign its rights and benefits under this this MSA (including any Service Schedules or SOWs) to any Person by providing written notice to the Customer and may contract with any other Person to perform its obligations under this MSA (including any Service Schedules or SOWs) without obtaining Customer's consent to any such contract. Notwithstanding the foregoing, Versaterm may assign its rights and benefits under this MSA (including any Service Schedules or SOWs) to any Person without providing written notice to the Customer if such assignment is due to a corporate restructure, merger, or acquisition.

26. Force Majeure.

Except as expressly provided otherwise in a Service Schedule, dates and times by which Versaterm or Customer is required to render performance (other than dates and times for payment of money) under a Service Schedule or SOW shall be postponed automatically to the extent and for the period of time that Versaterm or Customer, as the case may be, is prevented from meeting them by reason of any causes beyond its reasonable control, provided the Party prevented from rendering performance notifies the other Party promptly and in detail of the commencement and nature of such a cause, and provided further that such Party uses its commercially reasonable efforts to render performance in a timely manner utilizing to such

end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are reasonably available.

27. Severability.

If any provision of this MSA or any Service Schedule or SOW is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom, and the remaining provisions of this MSA, Service Schedule or SOW shall not be affected thereby and shall remain valid and enforceable.

28. Survival.

All obligations accrued to the date of termination as well as the Sections of this MSA listed below shall survive the termination of this MSA and any Service Schedule or SOW made pursuant to this MSA for as long as necessary to permit their full discharge: 1, 4(b), 6, 8, 9, 10, 13, 14, 15, 16, 17, 20, 22, 23, 24, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 41 and 42.

29. Headings

Section headings used in this MSA or any Service Schedules or SOWs are for convenience of reference only and shall not be construed as defining, limiting, or describing the scope or intent of this MSA or of the Service Schedule or SOW, as applicable.

30. Currency

Unless otherwise specified, all references to monetary amounts, including the symbol "$", are in respect of United States Dollars.

31. Benefits

This MSA and any Service Schedule or SOW made pursuant to this MSA shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns.

32. Interpretation

In this MSA and each Service Schedule, words in the singular number include the plural and vice versa; words in the masculine gender include the feminine and neutral genders.

33. Good Faith Discussions

Prior to the commencement of any legal proceeding under this MSA or any Service Schedule or SOW, all claims must be raised for good faith discussion between authorized representatives of both Parties with authority to resolve the dispute. Should the claims not be

resolved within thirty (30) days of the date of the first request such discussion, each Party shall be free to pursue its legal remedies pursuant to the terms of this MSA.

34. Amendments.

None of this MSA, and Service Schedule or any SOW shall be changed or amended except in writing by an amendment executed by authorized representatives of each Party.

35. Governing Law.

This MSA, each Service Schedule and each SOW as well as any matters relating to this MSA, any Service Schedule or any SOW, shall be construed and governed by and in accordance with the laws of the [State/Province] of [Customer Jurisdiction] and the applicable federal laws of [Country] (excluding any conflict of laws rule or principals that might refer such construction to the laws of another jurisdiction).).

36. Entire Agreement.

(a) This MSA, together with each Service Schedule and SOW and all schedules attachments and exhibits hereto and thereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof. All prior agreements, negotiations, undertakings, and discussions, whether oral or written, are superseded by this MSA and there are no warranties, representations, or covenants between the Parties in connection with this MSA, except as specifically set forth or referred to in this MSA.

(b) Each Party acknowledges that it has not been induced to enter into this MSA or any Service Schedule by any representations, warranties or covenants not expressly stated herein or therein.

(c) The Parties agree that any terms or conditions set forth in a purchase order, acknowledgement or any other document or response issued by Customer shall not apply to this MSA or any Service Schedule or SOW shall be deemed automatically rejected by Versaterm without need of any further or additional notice of rejection and void and of no effect.

37. Consultants and Agents.

Customer shall ensure that its employees, consultants, contractors and agents comply with the terms and conditions of this MSA and any Service Schedule or SOW to the extent that such Persons are entitled or obligated under the terms hereof or thereof to exercise any rights or perform any obligations hereunder or thereunder. Customer shall be responsible for the actions of all such employees, consultants, contractors and agents.

38. Hosting Provider. Versaterm may change its third party hosting provider ("Hosting Provider") at any time. Customer's use of the Licensed Materials is subject to any applicable restrictions imposed by the Hosting Provider. Notwithstanding any other provision of this MSA, Versaterm shall not be liable for any problems, failures, defects or errors with the Licensed

Materials to the extent caused by the Hosting Provider. Customer acknowledges that the Fees payable for the Licensed Materials reflect the fact that Versaterm is not responsible for the acts and omissions of the Hosting Provider.

39. Language.

The Parties have expressly required that this MSA and all documents and notices relating hereto be drafted in English. Les parties aux présentes ont expressément exigé que la présente convention et tous les documents et avis qui y sont afférents soient rédigés en anglais.

40. Publicity/Press Releases.

Versaterm may reference the existence of this MSA and the business relationship between the Parties for the purposes of: (a) issuing press releases to announce the beginning or continuation, as applicable, of the business relationship between the Parties; or (b) referencing Customer as a customer of Versaterm including in Versaterm's customer list and other marketing materials.

41. Counterparts.

This MSA, any Service Schedule and any SOW or part thereof or attachment thereto may be executed in any number of counterparts and by exchange of signature pages by electronic mail or by any other electronic means. Each executed counterpart will be deemed to be an original. All executed counterparts taken together will constitute one agreement. The execution of this MSA, any Service Schedule or SOW by electronic mail or by any other electronic means shall be deemed to constitute effective execution of this Agreement as to the parties hereto. Such electronic signatures may be used by the parties in lieu of the original signature page[s] of this MSA, any Service Schedule or SOW for any and all purposes.

42. United Nations.

Pursuant to Article 6 of the United Nations convention on contracts for the International Sale of Goods ("UN Convention"), the Parties agree that the UN Convention shall not apply to this MSA.

43. Extending pricing

Subject to Versaterm's discretion, Customer may extend pricing, terms and conditions of this Agreement to other governmental entities that have signed an intergovernmental agreement with the Customer to be system users.

[remainder of page left intentionally blank]

Agreed to on behalf of:

[Customer]

_____

[Name]

[Title]

[Date]

Agreed to on behalf of:

Versaterm Public Safety US, Inc.

_____

[Name]

[Title]

[Date]

Commented [NG6]: Note to drafter: Insert legal name of customer.

onyx

OnyxOS License Agreement

1. **Definitions**. Capitalized terms have the meanings set out below. Other capitalized terms are defined in context:

   1.1. **Customer Data**. The term "**Customer Data**" means information and data that Customer provides to Onyx via the Platform.

   1.2. **Documentation**. The term "**Documentation**" means all written, printed, or electronically provided user manuals, OnyxOS descriptions, technical manuals, and other specifications.

   1.3. **Intellectual Property Rights**. The term "**Intellectual Property Rights**" means any rights (whether owned or licensed) existing now or in the future under patent law, copyright law, trademark law, data and database protection law, trade secret law, and any and all similar proprietary rights. The term "Intellectual Property Rights" means those rights as they exist as of the Effective Date, and all such rights subsequently acquired.

   1.4. **Online Terms**. The term " **Online Terms**" means Onyx's then-current applicable standard online terms of use and privacy policy for the OnyxOS Portal.

   1.5. **OnyxOS**. The term "**OnyxOS**" means the software offering further described in the Scope of Work.

   1.6. **OnyxOS Portal**. The term "**OnyxOS Portal**" means the web portal maintained by Onyx that Customer uses to access OnyxOS.

   1.7. **Platform**. The term "**Platform**" means, collectively: (i) the OnyxOS; (ii) the Documentation; (iii) the Services; and (iv) the OnyxOS Portal, as they each exist on the Effective Date and may be modified by or on behalf of Onyx after the Effective Date.

   1.8. **Protected Health Information** or **PHI**. The term "**Protected Health Information**" or "**PHI**" has the meaning set out in the BAA.

   1.9. **Scope of Work**. The term "**Scope of Work**" means the description of OnyxOS and the Services that Onyx is to provide pursuant to the Agreement. The Scope of Work is attached hereto as Attachment A (Scope of Work).

   1.10. **Services**. The term "**Services**" means those services that Onyx provides, or causes to be provided, to Customer pursuant to the Scope of Work.

   1.11. **Updates**. The term "**Updates**" means those additions, enhancements, security patches, and other updates that Onyx develops for a OnyxOS and provides to its Customer base without additional fees.

2. **OnyxOS Support Services; Custom Services**.

   2.1. **Support Services**. During the Term, Onyx shall use commercially reasonable efforts to correct material errors in the functionality of the OnyxOS reported by Customer, and to otherwise provide technical support for the OnyxOS, in accordance with this Section 2.1 (Support Services) and any requirements set out in the Scope of Work (collectively, the "**Support Services**"); provided, however, that Customer shall first review the Documentation before submitting a request for technical support (each, a "**Support Request**"). Onyx is entitled to charge Customer, in accordance with its (or its service providers') then-current pricing and other applicable policies, for the provision of Support Services required due to problems, errors, or inquiries caused by Customer's actions or omissions, Customer Data, or Customer Systems

   2.2. **Custom Services**. If Customer desires any services other than the Support Services including, for example, customization of OnyxOS , custom support and maintenance, new OnyxOS functionality, Customer Data backup (other than as expressly set out in Section 3.2 (Data Backup; Retention)), or other similar services (collectively, the "**Custom Services**"), then Customer shall present a written request to Onyx outlining the requested Custom Services. The Parties shall then negotiate in good faith a written statement of work, which shall include a detailed description of the Custom Services to be provided, an estimated delivery schedule, and fees associated with the Custom Services. Any agreed-upon statement of work shall be memorialized in an amendment to the Agreement and deemed incorporated into and made a part of the Agreement for all purposes when executed by both Parties.

3. **Customer Obligations**.

   3.1. **Customer Systems**. Customer shall, at its sole expense, obtain: (1) all IT infrastructure needed to access and use the Platform, and otherwise engage with Onyx; and (2) all third-party software that Customer wishes to integrate into, or otherwise interface with, the Platform (collectively, the "**Customer Systems**"). Customer Systems shall comply with all Onyx-provided requirements necessary to access and use the Platform, and Onyx shall not be

responsible for any errors in the Platform attributable to Customer Systems failing to comply with such requirements. Customer is solely responsible for corresponding backup, recovery, network security, and maintenance services for the Customer Systems. Customer shall employ all physical, administrative, and technical controls, screening and security procedures, and other safeguards necessary to (i) securely administer the distribution and use of all Access Credentials, and (ii) control the content and use of Customer Data, including the uploading or other provision of Customer Data.

3.2. **Data Backup**; **Retention**. Customer shall retain copies of Customer Data submitted to Onyx or otherwise associated with the Platform. Customer shall be solely responsible for backing up all Customer Data and retaining such Customer Data in accordance with its applicable retention requirements. Onyx has no obligation to backup Customer Data. ONYX HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

3.3. **Protecting Passwords**. Customer shall maintain, and cause to be maintained, all usernames, passwords, or other security credentials used to verify Customer's (or its authorized users') identity and to permit access to the OnyxOS (collectively, "**Access Credentials**") in confidence, and not disclose Access Credentials to unauthorized persons. Onyx shall provide individuals using Access Credentials issued to or by Customer with all of the rights and privileges provided to Customer, and Customer shall be liable for all activities of any individual using such Access Credentials.

3.4. **Securing Rights in Customer Data**. Customer shall be solely responsible for securing all rights in the Customer Data necessary to permit the access, use, and processing of such Customer Data contemplated herein.

3.5. **Additional Customer Obligations**. During the Term, Customer shall be responsible and liable for its failure to provide (i) all necessary rights in and access to all Customer Systems necessary for Onyx to implement the Platform and otherwise as necessary to provide the Platform, and (ii) all cooperation and assistance as Onyx may reasonably request to enable Onyx to perform its obligations under this Agreement. If Customer uses the OnyxOS Portal, Customer shall also be required to comply with all Onyx Online Terms applicable to the OnyxOS as defined in the OnyxOS Portal.

4. **Grant of Rights; Ownership**.

4.1. **License Grant to Customer to OnyxOS**. Onyx, under its Intellectual Property Rights, hereby grants Customer during the Term a non-exclusive, non-sublicenseable, non-transferable, non-resell able subscription license to access and use the OnyxOS for Customer's business purposes, as permitted pursuant to the Documentation.

4.2. **License Grant to Documentation**. Onyx, under its Intellectual Property Rights, hereby grants to Customer during the Term a non-exclusive, non-sublicensable, non-transferrable license to access and use (but not modify) the Documentation solely in connection with Customer's use of the OnyxOS.

4.3. **Customer License Grant to Onyx**. Customer hereby grants to Onyx during the Term a non-exclusive license to access and use (and to permit its subcontractors to access and use) Customer Data, Customer Systems, and other Customer resources in order to provide the Platform to Customer and as otherwise contemplated herein.

4.4. **Customer Restrictions**. Customer shall be responsible for all of Customer's and its authorized users' use of the Platform. Customer shall not: (i) copy, rent, sell, lease, distribute, pledge, assign, or otherwise transfer, or encumber rights in the Platform, or any part thereof; (ii) use the Platform for the benefit of any third party; (iii) authorize, assist, enable, or encourage any person except Customer's authorized users to access or use the Platform; (iv) send or store infringing or unlawful material via the Platform; (v) alter or remove any copyright, patent, trademark, or other protective notices included with the Platform; (vi) reverse engineer, decompile, or disassemble the Platform or otherwise attempt to derive any related source code; (vii) modify, copy, or create derivative works based on the Platform; (viii) access the Platform for the purpose of building a competitive OnyxOS or service or copying its features or user interface; (ix) attempt to gain unauthorized access to, or use of, the Platform or otherwise disrupt the integrity or performance of the Platform; (x) distribute spam or malware via the Platform; (xi) use the Platform in any way prohibited by applicable law; or (xii) use the Platform to, or in a manner that, violates the legal rights of others. Onyx reserves the right to immediately suspend Customer's access to the Platform without liability to Onyx if, in Onyx's reasonable judgment, Customer is violating any obligation under this Section 4.4 (Customer Restrictions); provided, however, that Onyx may reinstate Customer's access to the Platform once Onyx determines that such violation ceases.

4.5. **Ownership**. As between the Parties, Onyx is and shall remain sole owner of all right, title, and interest in and to: (i) the Platform and its components, including all Intellectual Property Rights embodied therein; (ii) other Onyx Confidential Information; (iii) except for Customer Data, any data input, output, processed using, or generated by

the Platform; (iv) Custom Work; and (v) any improvements or modifications thereto. As between the Parties, Customer is and shall remain sole owner of all right, title, and interest in and to Customer Data and other Customer Confidential Information.

4.6. **Feedback**. The term "**Feedback**" means suggestions, ideas, feature requests, and recommendations made by Customer relating to the Platform or other elements of Onyx's business. Onyx neither seeks nor requests Feedback, and this Agreement places no obligations on Customer to provide Feedback. If Customer provides Feedback to Onyx, then Customer hereby transfers to Onyx Customer's rights in Feedback (including all associated Intellectual Property Rights).

4.7. **No Implied Rights**. Nothing in the Agreement (including this Agreement) shall be construed to grant either Party any rights other than those expressly provided herein. Any rights granted to a Party under this Agreement must be expressly provided herein, and there shall be no implied rights pursuant to this Agreement, based on any course of conduct or other construction or interpretation thereof. All rights and licenses not expressly granted herein are reserved.

5. **Recordkeeping**; **Audit**. Customer shall keep complete and accurate accounting, transaction, and other applicable records to support and document all access to and use of the Platform, including all information necessary for Onyx to verify Customer's compliance with this Agreement. Upon Onyx's request and with reasonable prior written notice, Customer shall permit technical, financial, and operational audits related to the subject matter of this Agreement by Onyx personnel or its designated third parties (collectively, the "**Auditors**"). Customer shall grant the Auditors access, to the minimum extent necessary to complete such audits to the reasonable satisfaction of the parties, to Customer's books, records, third party audit and examination reports, systems, facilities, controls, processes, and procedures related to Customer's performance of its obligations under this Agreement. Customer shall timely cooperate with the Auditors and provide them assistance as they reasonably request in connection with any audit. Onyx's right to audit, inspect, and make copies or extracts of Customer's records and processes shall continue for a period of one (1) year following the termination or expiration of the Agreement.

6. **Business Associate Agreement**. If the Parties performance under this Agreement is subject to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, codified at 42 U.S.C. §1320d through d-9, as amended, ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), and their implementing regulations, and applicable privacy laws, then the Parties shall comply with the business associate agreement (the "**BAA**") previously entered into by the Parties and incorporated into this Agreement for all purposes.

7. **Privacy and Security**. Onyx shall use commercially reasonable efforts to comply with the following privacy and security requirements set out in this Section 7(Privacy and Security) with respect to Customer Confidential Information. By way of clarification, Onyx's obligations set out in this Section 7 (Privacy and Security) shall not apply to any Covered Data. Such obligations with respect to Covered Data shall be set out in the BAA.

7.1. **Protection of Customer Data**. Onyx shall implement and maintain reasonable and appropriate administrative, technical, and physical safeguards that are designed to: (i) ensure the security and confidentiality of Customer Confidential Information in Onyx's possession or control; (ii) protect against anticipated threats or hazards to the security or integrity of Customer Confidential Information in Onyx's possession or control; and (iii) protect Customer Confidential Information in Onyx's possession or control from loss, misuse, or unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of such Customer Confidential Information.

7.2. **Security Incident**. Onyx shall notify Customer promptly after Onyx becomes aware of an actual: (i) accidental or unlawful destruction, loss, or alteration of Customer Confidential Information caused by Onyx; or (ii) unauthorized disclosure or use of, or access to, Customer Confidential Information in Onyx's possession or control (each, a "**Security Incident**"). Onyx shall promptly investigate each Security Incident and assist Customer in connection with any investigation that Customer may desire to conduct with respect to such Security Incident. Onyx will take all steps reasonable requested by Customer to limit, stop, or otherwise remedy any Security Incident. Except to the extent required by applicable law, Onyx shall not communicate with any third party about a Security Incident without prior written consent of Customer.

8. **Development of Statistical Data**. Onyx shall be entitled to create, collect, compile, analyze, and otherwise use: (i) statistical data related to the use of the Platform; (ii) other data that constitutes De-Identified Data (collectively, the "**Statistical Data**"). The term "**De-identified Data**" means information that meets each of the following criteria: the information (a) does not identify a particular natural person; (b) is not reasonably linkable to a particular natural person due to technical, legal, or other controls; and (c) the de-identification is accomplished in accordance with applicable laws and regulations.

By way of clarifying example, and not limitation, Onyx shall have the right to modify Customer Data so that it constitutes De-identified Data, and to use such De-identified Data for Onyx's business operations including, but not limited to, improving the Platform. No compensation shall be paid by Onyx to Customer in connection with the creation or use of Statistical Data.

9. Representations and Warranties.

9.1. **Mutual Representations and Warranties**. Each Party represents and warrants that: (i) it is duly organized, validly existing and in good standing, and is qualified and/or licensed to do business in all jurisdictions to the extent necessary to carry out its obligations under this Agreement; (ii) its execution, delivery, and performance of this Agreement shall not violate or constitute a default under any agreement of such Party; and (iii) it has the full right, power, and authority to enter into and be bound by the terms of this Agreement and to perform its obligations under this Agreement.

9.2. **Customer Representations and Warranties**. Customer represents and warrants that: (i) it owns all right, title, and interest in and to (a) the Customer Data or that it has otherwise secured rights in the Customer Data necessary to permit the access, use, and processing of such Customer Data in accordance with this Agreement, and (b) other resources, including the Customer Systems, used in accordance with this Agreement, and (ii) it will avoid deceptive, misleading, illegal, or unethical practices that may be detrimental to Onyx or to its subcontractors.

9.3. **Onyx Representations and Warranties**. Onyx represents and warrants to Customer that Onyx will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.

9.4. **Disclaimers**. EXCEPT AS SPECIFICALLY PROVIDED IN THIS SECTION 9 (Representations and Warranties), THE PLATFORM AND ALL ONYX PERFORMANCE OBLIGATIONS (INCLUDING THE PROVISION OF SERVICES) ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. ONYX DOES NOT WARRANT (i) THAT THE PLATFORM OR ONYX'S PERFORMANCE OBLIGATIONS WILL MEET CUSTOMER'S REQUIREMENTS OR RESULT IN ANY DESIRED OUTCOME, OR (ii) THAT THE PLATFORM'S OPERATION OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE FULLEST EXTENT PERMITTED BY LAW, ONYX HEREBY DISCLAIMS (FOR ITSELF, ITS AFFILIATES, SUBCONTRACTORS, AND LICENSORS) ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PLATFORM, AND ITS OTHER PERFORMANCE OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, QUIET ENJOYMENT, ACCURACY, INTEGRATION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

10. Limitation on Remedies.

10.1. **Consequential Damages Waiver**. EXCEPT FOR CLAIMS OF WILLFUL MISCONDUCT OR FRAUD, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA, LOSS OR INTERRUPTION OF USE, COST TO PROCURE SUBSTITUTE TECHNOLOGIES, GOODS OR SERVICES, OR OTHER ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.2. **Limitation of Liability**. EXCEPT FOR CLAIMS OF WILLFUL MISCONDUCT OR FRAUD, THE MAXIMUM AGGREGATE LIABILITY OF ONYX AND ITS AFFILIATES TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS SCHEDULE [TBD] SHALL NOT EXCEED THE TOTAL AMOUNTS PAID BY CUSTOMER TO ONYX UNDER THE AGREEMENT. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

TERMS AND CONDITIONS & END USER LICENSE AGREEMENT

THIS AGREEMENT is in effect the later of the signing of this Agreement or date of Arcadis's acceptance of a purchase order for the Service (the "**Effective Date**"). This Agreement is comprised of the sales quote, this End User License Agreement and attached customer terms and conditions if applicable in this order of precedence.

BACKGROUND:

A. Licensor is the owner of certain proprietary software as set out in the sales quote attached to this Agreement, that it makes available as a cloud-based hosted software as a service offering (the "**Service**"); and

B. Licensee wishes to obtain a license to use the Service, as specified in the sales quote, including for the use of its end users, and Licensor wishes to allow Licensee and its end users to use the Service, in accordance with the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the rights and obligations hereunder and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. **Term**. The term of this Agreement begins on the Effective Date and ends as set out in the sales quote, which forms an integral part hereof and is hereby incorporated by reference, unless earlier terminated in accordance with the provisions hereof.

2. **License**. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee and its authorized end users ("**End Users**") a personal, non-exclusive, non-transferable, non-sublicensable, revocable, limited license during the term of this Agreement (the "**License**") to access and use the Service.

3. **Restrictions**. Licensee shall not (and shall not allow End Users or any third party to): (a) possess, download or copy the Service or any part of the Service, including but not limited any component which comprises the Service, but not including any output from the Service; (b) knowingly interfere with service to any of Licensor's users, host or network, including by means of intentionally submitting a virus, overloading, flooding, spamming, mail bombing or crashing the Service; (c) modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Service, except to the extent that enforcement is prohibited by Applicable Laws (as defined herein); (d) circumvent any timing restrictions that are built into the Service; (e) sell, rent, lend, transfer, distribute, license, or grant any rights in the Service in any form to any person without the written consent of Licensor; (f) remove any proprietary notices, labels, or marks from the Service or (g) use the Service to create, collect, transmit, store, use or process any Licensee Data that: (i) Licensee does not have the lawful right to create, collect, transmit, store, use or process, or (ii) violates any applicable laws, or infringes, violates or otherwise misappropriates the intellectual property or other rights of any third party (including any moral right, privacy right or right of publicity).

4. **Upgrades and Enhancements**. Unless otherwise agreed in writing in a separate agreement,

(a) Licensee agrees that its purchase of a License hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written comments made by Licensor regarding future functionality or features,

(b) notwithstanding the foregoing, Licensor may, from time to time, update the Service or otherwise offer Enhancements or Upgrades, which Licensor will deliver to Licensee as agreed in writing from time to time, where

(i) "**Enhancements**" means any release, version, upgrade, update, modification, addition, module, improvement or patch of or to the Service made available by Licensor from time to time that (1) Licensor makes generally available to its customers who are licensees of the Service and (2) is not an Upgrade, and

(ii) "**Upgrade**" means any update, revision, new version or upgrade of the Service made available by Licensor from time to time where (1) functionality and features of the Service have been materially improved or added, and (2) Licensor generally or specifically charges a fee to its other customers in order for them to obtain the Upgrade,

(c) each Enhancement delivered to Licensee will form part of the Service being licensed and provided hereunder,

(d) if, during the term of this Agreement, Licensor develops or offers Upgrades, such Upgrades will not form part of the Service and may be provided and licensed separately to Licensee for an additional fee or under an additional agreement, and

(e) in no event will Licensor be obligated to provide any Upgrades or Enhancements.

5. **Fees**. The fees to be paid by Licensee to Licensor for access and use of the Service are set out in the Customer Terms and, except as otherwise expressly indicated therein:

(a) all fees are in Canadian [change to USD if Licensee is US-based] dollars, and are non-cancellable and non-refundable,

(b) Licensor will calculate and invoice Licensee for the fees in accordance with Schedule "A",

(c) except as otherwise indicated herein, Licensee will pay all invoices within thirty (30) days of the date of invoice, and Licensee will pay interest on any late payments, which shall accrue at the rate of 1% per month (12% per annum) on amounts that are overdue more than fifteen (15) days, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid,

(d) unless otherwise stated on invoices, Licensor's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Licensee is responsible for paying all Taxes associated with Licensee purchases of Service licenses hereunder. If Licensor has the legal obligation to pay or collect Taxes for which Licensee is responsible under this paragraph, the appropriate amount will be invoiced by Licensor to Licensee and paid by Licensee, unless Licensee provide Licensor with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Licensor is solely responsible for Taxes assessable against Licensor based on Licensor's income, property and employees,

(e) Licensor shall have the right to adjust the fees and rates at the time of renewal by providing an updated sales quote.

6. **Acceptable Use**. In using the Service, Licensee will:

(a) be responsible for its and its End Users' compliance with this Agreement;

(b) use commercially reasonable efforts to prevent unauthorized access to or use of the Service;

(c) use the Service only in accordance with all applicable laws, legislation and regulations, including all applicable local, provincial, state, federal and foreign laws, treaties and regulations as well as orders of courts or laws, regulations, by-laws or ordinances of applicable governmental agencies (collectively, "**Applicable Laws**"), and

(d) will immediately notify Licensor any time Licensee becomes aware of any violation, by any person, of this Agreement and provide Licensor with assistance, as requested, to stop or remedy such violation.

7. **Proprietary Rights**.

(a) **Reservation of Rights**—Licensor owns and shall retain all right, title and interest (including without limitation all Intellectual Property Rights (as defined below)) in and to the Service and any copies, corrections, bug fixes, enhancements, modifications or new versions thereof, all of which shall be deemed part of the Service and subject to the provisions of this Agreement, and Licensee further agrees that this Agreement does not convey to Licensee, any End User or any other third party, any ownership right, interest or title in or to any Service, or to any Intellectual Property Rights therein, other than those expressly set out in this Agreement. Licensee shall keep the Service free and clear of all liens, encumbrances and/or security interests. Subject to the limited rights expressly granted in this Agreement, Licensor reserves all rights, title and interest in and to the Service. In this Agreement, "**Intellectual Property Rights**" means any and all (i) proprietary rights provided under patent law, copyright law (including moral rights), trade-mark law, design patent or industrial design law, semi-conductor chip or mask work law, or any other applicable statutory provision or otherwise arising at law or in equity anywhere in the world, including, without limitation, trade secret law, that may provide a right in works, software, source code, object code, marks, ideas, formulae, algorithms, concepts, methodologies, techniques, inventions, or know-how, or the expression or use thereof, (ii) applications, registrations, licenses, sublicenses, agreements, or any other evidence of a right in any of the foregoing, and (iii) past, present, and future causes of action, rights of recovery, and claims for damage, accounting for profits, royalties, or other relief relating, referring, or pertaining to any of the foregoing.

(b) **Feedback**—From time to time during the term of this Agreement, Licensee or its End Users may provide Licensor with comments, suggestions, ideas and impressions of the Service, its functionality or its design (collectively, "**Feedback**"). Licensee acknowledges and agrees that, by disclosing such Feedback to Licensor, Licensee will be deemed to have assigned same to Licensor and waived any moral rights in or to same, and Licensee will require its End Users to do the same. Licensee acknowledges and agrees that the opportunity to use the Service is good and sufficient consideration for any contributions, through the Feedback or otherwise, to the design, improvement, or functionality of the Service.

(c) **Licensee Data**—Licensor does not claim ownership of, and assumes no responsibility with respect to, any information, materials, data entered or inputted into the Service by or on behalf of Licensee or its End Users (collectively, "**Licensee Data**"). All right, title and interest (including Intellectual Property Rights) in and to Licensee Data will at all times be fully vested in Licensee.

(d) **Privacy**—Licensee acknowledges and agrees that Licensee Data may contain personal information protected by Applicable Laws, and, in connection therewith, Licensor will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Service and Licensee Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Licensee Data by Licensor personnel except (i) to provide the Service and prevent or address service or technical problems, (ii) as compelled by law and upon identification of lawful authority, (iii) as expressly permitted in writing by Licensee, or (iv) as allowed under Applicable Laws. Licensor shall, in connection with the provision of the Service, comply with Applicable Laws as they pertain to data protection.

(e) **Processing of Personal Information**— Licensor shall secure Personal Information (as defined in this subsection (e)) with all necessary safeguards appropriate to the level of sensitivity of the Personal Information. Licensor shall only process Personal Information on behalf of and in accordance with Applicable Laws for the following purposes: (i) processing in accordance with this Agreement; (ii) processing initiated by Licensee's End Users or customers in their use of the Service; and (iii) processing to comply with other documented reasonable instructions provided by Licensee where such instructions are consistent with the terms of the Agreement and Applicable Laws. Licensor shall ensure that its personnel engaged in the processing of Personal Information: (i) are informed of the confidential nature of the Personal Information, (ii) have received appropriate training on their responsibilities, and (iii) are under contractual or statutory obligations to maintain the confidentiality of Licensee Data. "**Personal Information**" means any information relating to an identified or identifiable natural person as defined under Applicable Laws.

8. **Confidentiality**

(a) During the term, either party may disclose or make available to the other Party information about its business affairs, products, intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media and whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party at the time of disclosure; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party.

(b) The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly return to the disclosing party all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information, or destroy all such copies and certify in writing to the disclosing party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five (5) years from the date first disclosed to the receiving party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

9. **Warranties**.

(a) Licensor represents and warrants to Licensee as follows:

(i) during the term of this Agreement, the Service will perform materially in accordance with its documentation and in accordance with any written specifications, if any;

(ii) the Service does not infringe any third-party Intellectual Property Rights enforceable in the United States or Canada;

(iii) as of the Effective Date, there are no demands, suits, claims, actions or proceedings pending or, to the best of Licensor's knowledge, threatened against Licensor which allege the infringement

or misappropriation of any third-party Intellectual Property Rights based on the use of the Service, and

(iv) Licensor has used commercially reasonable efforts to ensure that the Service does not contain any malicious code.

(b) **No Other Warranties**—Other than as specifically provided for in this Agreement, or in a separate, written agreement, or in any other agreement executed concurrently with this Agreement or after the date of this Agreement,

(i) the Service is provided on an "as-is" and "as-available" basis, and

(ii) the conditions, representations and warranties expressly set out herein are in lieu of, and Licensor expressly disclaims, all conditions, warranties and representations, express, implied or statutory, including implied conditions, warranties or representations in respect of quality, conduct, performance, reliability, availability, merchantability or fitness for a particular purpose, whether arising by usage of trade, by course of dealing, by course of performance, at law, in equity, by statute or otherwise howsoever, to the maximum extent permitted by Applicable Law.

10. **Liability**.

(a) **Exclusion and Limit of Liability**

(i) Neither party will be liable to the other for any indirect, incidental, special or consequential Claims of any kind whatsoever and however caused, whether arising under contract, tort (including negligence) or otherwise, including (without limitation) loss of production, loss of or corruption to data, loss of profits or of contracts, loss of business, loss of management or operation time and loss of goodwill or anticipated savings, even if the party has been notified of the possibility thereof or could have foreseen such Claims, and

(ii) The Licensor's aggregate liability for direct damages in respect of this Agreement will be limited to the amount of fees paid by Licensee to the Licensor in the twelve (12) months preceding the incident giving rise to the Claim. The term "**Claim**" means any and all liabilities, actions, proceedings, claims, demands, losses, damages and costs, including reasonable legal fees and expenses on a solicitor and own client basis.

11. **Termination**.

(a) This Agreement, and the License granted under this Agreement, may be terminated as follows:

(i) by either party if the other is in material breach of this Agreement that is not remedied within the 30 day period following notice from the non-defaulting party to the breaching party setting out the reasonable particulars of such breach; or

(ii) by either party if the other party (in this provision, the "**Insolvent Party**") is dissolved, has its existence terminated, has a receiver appointed over all or any material part of its property, has an assignment made for the benefit of its creditors, has a petition in bankruptcy made by it or against it, has commenced by or against it any proceedings under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness or composition or extension of indebtedness, in each case where same is not being contested in good faith by such Insolvent Party.

(b) **Effect of Termination**. Upon termination of this Agreement for any reason,

(i) Licensee must immediately cease any use of the Service and Licensee's License, including that of its End Users, will immediately terminate, and any provisions that, by their meaning or nature, are intended to survive termination of this Agreement shall survive termination or expiration of this Agreement for any reason, and

(ii) on and after the effective date of termination of this Agreement and the License hereunder, Licensee will remove and destroy (using commercially reasonable means) and cease any and all use of, all copies of the Service in Licensee's and its End Users' possession.

12. **Internet Connectivity**.

(a) Licensor makes the Service available for access via the Internet. Licensee shall provide, at Licensee's own expense, all necessary hardware, applications and Internet connectivity necessary to access the Service over the Internet, and

(b) Licensor hereby acknowledges that the Service may be interrupted due to (i) website downtime for scheduled maintenance at Licensor's sole discretion, or (ii) interruptions in Internet connectivity or other website downtime caused by circumstances beyond Licensor's control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, computer or telecommunications failures, or delays involving hardware of software not within Licensor's control or network intrusions. Licensee hereby acknowledges and agrees that Licensor shall not, in any way, be liable for, or have responsibility with respect to, any such Service interruptions and releases Licensor from any claims relating thereto.

13. **Third Party Service**.

(a) the Service operates in, connects to and/or interfaces with certain third-party operating systems, applications and other Service, that Licensee is responsible for obtaining, installing, supporting and maintaining such Service, and that Licensor shall not, unless otherwise agreed to by the parties, be responsible for obtaining, installing, supporting or maintaining any such Service; and

(b) certain third-party Service is incorporated into the Services and that such third party Service is licensed to Licensee and may be subject to additional terms, and that this Agreement does not grant Licensee the right the use such third party service in any manner other than in connection with Licensee's authorized use of the Service in the manner provided herein.

14. **General**.

(a) **Assignment**—This Agreement, and any rights and licenses granted hereunder (including the License) may not be assigned by Licensee without the prior written approval of Licensor but may be assigned without Licensee's consent by Licensor to (i) a parent or subsidiary, (ii) an acquirer of all or substantially all of its assets, (iii) a successor by merger or amalgamation. Any purported assignment in violation of this section shall be void.

(b) **Entire Agreement—**This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior representations, agreements, statements and understandings, whether verbal or in writing, without affecting the validity or enforceability of any separate agreement in writing between Licensee and Licensor. Except as otherwise agreed in writing, neither party has relied on any representations or warranties that are not made in this Agreement.

(c) **Non-Waiver**—None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Licensor, and such waiver may only be effected by an instrument in writing signed by an authorized officer of Licensor. No waiver of any provision of this Agreement shall constitute a waiver of any other provisions or of the same provision on another occasion.

(d) **Notices**—Any notice, consent, waiver, approval, authorization or other communication to be delivered in connection with this Agreement must be in writing.

(e) **Jurisdiction and Governing Law**. This Agreement shall be construed and governed by the laws of the Province of Ontario and the laws of Canada applicable therein without reference to its conflicts of law principles. The parties agree to submit to the exclusive jurisdiction of the courts of the Province of Alberta.

> This Agreement shall be construed and governed by the laws of the State of New York and the federal laws of the United States applicable therein without reference to its conflicts of law principles. The parties agree to submit to the exclusive jurisdiction of the courts of the State of New York.
>
> The parties expressly disclaim the application of the *United Nations Convention on Contracts for the International Sale of Goods*, or any adopting legislation with respect thereto, with respect to this Agreement. Notwithstanding the foregoing parts of this Section 14(e), nothing in this Agreement shall prevent a party from seeking injunctive or other equitable relief from any court of competent jurisdiction relevant to the matter then in dispute.
>
> The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods, or any adopting legislation with respect thereto, with respect to this Agreement. Notwithstanding the foregoing parts of this Section 14(e), nothing in this Agreement shall prevent a party from seeking injunctive or other equitable relief from any court of competent jurisdiction relevant to the matter then in dispute.]

(f) **Inurement**—Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties, their successors and permitted assigns.

(g) **Relationship**—Licensee agrees that no joint venture, partnership, employment or agency relationship exists between Licensor and Licensee as a result of this Agreement or use of the Service, the relationship is strictly as licensee-licensor. The sole relationship that exists by virtue of this Agreement is that between Licensee and Licensor.

(h) **Force Majeure**— Neither party shall be responsible for a failure to fulfil its obligations under this Agreement or for delay in doing so if such failure or delay is due to circumstances beyond its reasonable control, such as acts of God, acts of government, war, riots, strikes and accidents in transportation.

(i) **Severability**— If any of the provisions of this Agreement or any part thereof shall be or held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or parts thereof, and the rights and obligations of the parties shall be construed and enforced accordingly, with the invalid or unenforceable provisions or parts modified so as to be limited and enforced to the fullest extent possible.

(j) **Interpretation**— In this Agreement, any word is deemed to include the masculine, feminine, neuter, singular or plural form thereof as the context so required. The captions and headings used in this Agreement are for convenience only and do not constitute substantive matter and are not to be construed as interpreting this Agreement. The word "**including**", the word "**includes**" and the phrase "**such as**", when following a general statement or term (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import are used with reference thereto), is not to be construed as limiting, but rather as permitting the reference to all other items or matters that could reasonably fall within its broadest possible scope, and the word "**or**" between two or more listed matters does not imply any exclusivity between the matters being connected.

(k) **Ethical Practices**— Customer will comply with its own ethical codes, which incorporates applicable laws, regulations and standards. Such ethical codes will become part of the Agreement, or in the absence of its own ethical codes, Customer commits to carry out its business in accordance with principles which are consistent with the Arcadis General Business Principles ("AGBP") located here: Arcadis AGBP.

15. **Counterparts**— This Agreement may be executed in counterparts (including by way of facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

16. **Language of Agreement**— The parties hereto confirm that they have requested that this Agreement and all related documents be drafted in English. Any French translation hereof has been provided for information purposes only and does not have any legal value nor create any contractual relationship between the parties. *Les parties aux présentes ont exigé que la présente entente et tous les documents connexes soient rédigés en anglais. Toute traduction de celle-ci est non-officielle, est fournie à des fins d'information seulement et ne crée aucun lien contractuel entre les parties.*

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, each party has caused this Agreement to be signed and delivered by its duly authorized representative to be effective as of the Effective Date.

[ARCADIS LEGAL ENTITY NAME]

Name: _____

Title: _____

Date: _____

Signature: _____

[CUSTOMER NAME]

Name: _____

Title: _____

Date: _____

Signature: _____

Attachment E
Panorama Terms of Service

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform").

These Panorama Terms of Service herein are incorporated in, and made a part of, the Agreement. Terms not otherwise defined herein shall be as defined in this Agreement. [Client refers to the District, and Panorama refers to Vendor.]

These Terms of Service are intended to supplement the Agreement. If there is an express conflict between these Terms of Service and the Agreement, the Agreement shall prevail. If these Terms of Service appear merely inconsistent or ambiguous with any terms in the Agreement, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in these Terms of Service or the Agreement, on a matter that is addressed elsewhere, in the Terms of Service or Agreement, shall not be deemed to present a conflict, inconsistency or ambiguity. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the Agreement and agreed upon in writing by Panorama and Client.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to the terms herein, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant Agreement, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted by the terms herein, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; (g) use the Platform to collect, record, retain, use or disclose any individual's information other than in compliance with federal, state and local laws and regulations; or (h) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama,

1.3 Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes and in compliance with federal, state and local laws and regulations, including without limitation obtaining any necessary consents; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (iv) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident. Upon expiration or any termination for any reason of the Agreement, all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

1. 2. INTELLECTUAL PROPERTY INDEMNIFICATION BY PANORAMA

2. Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 2 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without

Panorama's express consent; (b) the combination, operation, or use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. Client Indemnified Parties shall give prompt written notice of any matter it believes should be indemnified under this Section 2 and will cooperate at the expense of the indemnifying party, in the defense of such matter. This Section 2 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

3. LIMITATIONS OF LIABILITY

3. 3.1 Disclaimer of Consequential Damages. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IN THE AGREEMENT, OR IN ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 HEREIN (RIGHT TO USE PLATFORM) AND (B) PANORAMA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 2 HEREIN, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

4. 3.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION HEREIN, IN THE AGREEMENT, OR IN ANY ASSOCIATED AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 HEREIN (RIGHT TO USE PLATFORM) AND (B) PANORAMA'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 2 HEREIN, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

5. 3.3 EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

2. 4. INTELLECTUAL PROPERTY

1. 4.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Notwithstanding anything contained herein, in the Agreement, or any associated agreement, Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; and (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement. If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

2. 4.2 Panorama Intellectual Property. Notwithstanding anything contained herein, in the Agreement, or in any associated agreement, Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, feedback and input from Client with respect to the Platform ("Feedback"), underlying research and methodologies (by whomever produced except to the extent Client produced such material other than Feedback), all copies and parts of any of the foregoing, and all

intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

opendatasoft

Terms of Use

Opendatasoft

Last update: 2022-01-26

WE INVITE YOU TO READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS OF USE. SIMILARLY, PLEASE READ THE PRIVACY POLICY WHICH IS INTEGRAL PART THEREOF.

Opendatasoft is an all-in-one solution for hosting, publishing and sharing data in a simple, safe and efficient way ("Opendatasoft"), designed and made available [in SaaS mode] by OPENDATASOFT, a French simplified joint-stock company (*Société par actions simplifiée*) with a capital of €399 509, registered with the Paris Trade and Companies Register under n°538 168 329, having its principal place of business at 50, Boulevard Haussmann, 75009 Paris, France ("OPENDATASOFT" or "We").

Access to and use of Opendatasoft and its content is strictly limited to any user with a login enabling him/her to access and use all or part of the Opendatasoft's platform and services, including as part of a trial offer ("User" or "You").

These Terms of Use define the conditions according to which User can access and use Opendatasoft, subject to the acceptance of these Terms of Use and our Privacy Policy. This document is a contract concluded between You and OPENDATASOFT, each being hereafter designated as a "Party" and together as the "Parties".

Access to and use of contents made available on Opendatasoft's Platform may also be subject to the acceptance by User of additional terms and conditions issued by the organization which gave him/her said access and right of use ("the Client"), or any other legal documentation issued by the Client in that respect.

For any question regarding this document and our services, please contact us through our website or by email: legal@opendatasoft.com

ARTICLE 1. SERVICES OFFERED THROUGH OPENDATASOFT'S Platform

OPENDATASOFT provides a platform to make datasets ("DataSets") available to Users .

Content and options made available on the Platform depend on the level of service chosen by the Client to be made available to Users. The Client is sole liable of the data and contents made available to Users, in its quality of publisher. OPENDATASOFT cannot be held liable for the displaying and use of such data or contents.

Access to Opendatasoft is possible 24 hours a day, 7 days a week, except in cases of force majeure, technical incidents, or interventions required for its proper functioning.

ARTICLE 2. USER ACCESS AND REGISTRATION

Access to the Opendatasoft platform is in principle free and open to any legal entity and USERS as defines by the Client and may be subject to a prior registration of the User.

User who wishes to access to Opendatasoft and its contents:

(i) either receives his/her identifiers from the Client, connects to Opendatasoft and, at the time of his/her first connection, reads and accepts these Terms of Use; or

(ii) complete a registration form on Opendatasoft, by providing his/her name, surname, email address, and accept these Terms of Use.

User undertakes to provide accurate, sincere and true information, and to update his/her information when necessary.

In the event that User provides inaccurate or out-of-date information, OPENDATASOFT may immediately, without notice or compensation, suspend or terminate User's account.

The Client may also terminate User's access to Opendatasoft and/or Client's Domain, without OPENDATASOFT being liable for such termination and its consequences.

2.3. - User's login and passwords are personal and non-transferable. Any connection or action carried out with such login and password is presumed to be performed by User.

Opendatasoft recommends User to choose a username and a strong password (minimum recommended of 12 characters including upper case letters, lower case letters, numbers and special characters) and to change them regularly. User can safely modify his/her personal information, login and password by accessing to his/her personal account on Opendatasoft.

User agrees to immediately notify OPENDATASOFT of any loss, misuse or unauthorized use of its login and/or password, or fraudulent access to his/her account, by writing to: support@opendatasoft.com

OPENDATASOFT reserves the right to immediately and, if necessary, definitively suspend all access to or use of User's account in the event of a proven or established violation of his/her login and password, and to inform the Client.

User may close his/her account at any time by sending an email to: support@opendatasoft.com. OPENDATASOFT will deactivate the account as soon as possible and will send User an email confirming the

closure of the account. OPENDATASOFT will, as the case may be, inform the Client.

The Client may decide to suspend, as the case may be definitively, the account and/or access of User, under its sole liability.

ARTICLE 3. OBLIGATIONS OF USER

User undertakes to:

- comply with these Terms of Use and, if applicable, with the terms and conditions issued by the Client, and all applicable laws and regulation;
- provide Opendatasoft with complete and accurate registration information and behave in a fair manner towards OPENDATASOFT, the Client and other users;
- not to use Opendatasoft and its contents in violation of these Terms of Use, the rights of third parties (including intellectual property rights and image rights), an obligation of confidentiality, or in an unfair manner or contrary to the law;
- not to infringe or harm the automated data processing systems implemented for the operation of Opendatasoft, or commit the offences provided for in Articles 323-1 et seq. of the French Criminal Code.

ARTICLE 4. LIABILITY

4.1. - User is solely responsible for his/her access and use of Opendatasoft and the contents he/she may share and/or access to.

OPENDATASOFT cannot be held responsible for any damage caused by the use of all or part of the contents made available on the Opendatasoft Platform.

OPENDATASOFT furthermore declines any liability in the event of:

- abnormal use or illicit exploitation of Opendatasoft, its platform, services and contents;
- use of Opendatasoft that does not comply with and is not provided for in these Terms of Use;
- temporary inability to access Opendatasoft's Platform due to technical maintenance operations or interruptions linked to the nature of the Internet network independent of OPENDATASOFT;
- viral attacks on User's information system independent of the use of Opendatasoft, or viral attacks due to User's negligence, and in particular in the event of User's login and/or password not being sufficiently protected;
- incomplete, non-updated or erroneous information or contents made available by the Client;
- infringement of the rights of third parties of which the Client or more generally any user has become aware; or

- unsuitability of the Opendatasoft platform and services with User's equipment, including hardware and software.

4.2. - It is expressly agreed that OPENDATASOFT, in the context of the provision of a SaaS service, is only subject to a general obligation of means and that OPENDATASOFT is not bound by any obligation of result or reinforced means of any kind, except in the case of a specific contractual provision or regulation of public order to the contrary.

OPENDATASOFT cannot guarantee that the use of Opendatasoft will generate an increase in turnover for User acting in a professional capacity.

User may hold OPENDATASOFT liable only if he/she has previously notified OPENDATASOFT by registered letter with acknowledgement of receipt of the alleged breach and if OPENDATASOFT has not responded within thirty (30) days of receiving this formal notice. In any case, it is recalled that OPENDATASOFT's liability can only be sought in the event of proven fault.

Furthermore, due to the nature of the Internet (interconnection of a multitude of independent parties), no one can guarantee the overall functioning of the networks from end to end. OPENDATASOFT cannot therefore be held responsible for any damage that it did not cause directly.

Under no circumstances may OPENDATASOFT be held liable, regardless of the type of action brought, for indirect damage of any kind, for example, and without this list being exhaustive, any financial or commercial damage, loss of profit, commercial disturbance, loss of earnings, damage to a third party, or action brought by a third party against the User, as well as the consequences thereof, related to the present contract or its execution. User is solely responsible for any direct or indirect, material or immaterial prejudice caused by himself/herself or one of his/her employees to OPENDATASOFT or to third parties as a result of his/her use of Opendatasoft and its contents and services.

It is expressly agreed between the Parties that the provisions of this clause will continue to apply even in the event of termination of the present contract by a final court decision.

4.3. It is expressly stated and agreed between the Parties that, for all data, contents and information published by a Client, OPENDATASOFT will have the status of host in application of Article 6 I 2) of the French Law of June 21, 2004 on confidence in the digital economy.

In this capacity, OPENDATASOFT undertakes to promptly remove any manifestly illicit content as soon as it becomes aware of it. Notification of manifestly illicit content may be sent by e-mail to: support@opendatasoft.com. The link to the content(s) identified as manifestly illegal must be indicated in the notification.

In application of this status, User acknowledges that OPENDATASOFT does not guarantee the validity, completeness, or timeliness of data, information or contents made available by the Client on Opendatasoft Platform.

ARTICLE 5. INTELLECTUAL PROPERTY

User acknowledges that the Opendatasoft solution, platform and content edited and published by OPENDATASOFT are the exclusive property of OPENDATASOFT. Thus, with the exception of data published by the Client, all trademarks, logos, domain names, slogans, graphics, photographs, animations, videos, software, solutions, databases and texts created, published or registered by OPENDATASOFT, and constituting Opendatasoft, are the exclusive property of OPENDATASOFT and may not therefore be reproduced, used or represented without its prior written consent, under penalty of legal action.

In this respect, the User shall refrain in particular from:

- using the Opendatasoft names and logos, in any capacity or in any form whatsoever, without the prior written consent of OPENDATASOFT;
- creating or maintaining any confusion with OPENDATASOFT in the context of his/her activities, advertising campaigns and/or promotional announcements, and in particular any confusion likely to infringe of OPENDATASOFT's trademarks or likely to characterize an action of unfair competition or parasitism; and
- adapting, correcting, modifying or reproducing all or part of Opendatasoft, its platform, contents and services. Only the Client may personalize its Client's Domain in accordance with the applicable OPENDATASOFT's terms and conditions.

Any total or partial representation of Opendatasoft, its platform, contents or services, by any means whatsoever, without the prior express consent of OPENDATASOFT or, where applicable, of the Client in the case of the Client's Domain, is prohibited and will constitute an infringement punishable by articles L. 335-2 et seq. and articles L. 713-1 et seq. of the French intellectual property code.

In addition, OPENDATASOFT expressly prohibits:

- the extraction, by permanent or temporary transfer, of all or a qualitatively or quantitatively substantial part of Opendatasoft, by any means and in any form whatsoever, as long as the author of such extraction is not duly authorized;
- the re-use, by making available to the public all or a qualitatively or quantitatively substantial part of Opendatasoft, in any form whatsoever, provided that this re-use takes place outside of the licenses granted by OPENDATASOFT or the Client; and
- the repeated and systematic extraction or re-use of qualitatively or quantitatively insubstantial parts of Opendatasoft when such operations manifestly exceed the conditions of normal use.

User shall refrain from any act of reverse engineering, modification, translation, adaptation, disassembly, decompilation, use for purposes of competitive analysis, distribution or creation of derivative works, in particular the creation of software offering in whole or in part a service identical or similar to Opendatasoft, from all or part of Opendatasoft, its contents and documentation, except under the conditions and within the limits strictly defined by law.

In accordance with Article L. 122-6-1 of the French Intellectual Property Code, OPENDATASOFT reserves the exclusive right to carry out corrective maintenance of Opendatasoft, the platform and its services, as well as the determination of the particular terms and conditions to which the acts provided for in 1° and 2° of Article L. 122-6 of the aforementioned code are subject when they are necessary for the use of Opendatasoft.

ARTICLE 6. PROTECTION OF PERSONAL DATA

OPENDATASOFT undertakes to comply with the laws and regulations applicable to the protection of personal data, and in particular the French Data Protection Act n°78-17 of 6 January 1978 as amended and the General Data Protection Regulation n°2016/679 of 27 April 2016 (GDPR), with regard to the processing of personal data for which it is data controller.

OPENDATASOFT ensures that each Client complies with the above-mentioned laws and regulations with regard to its processing of personal data, and for which, where applicable, OPENDATASOFT may be data processor.

User may obtain further information by consulting OPENDATASOFT's Privacy Policy or by writing to: dpo@opendatasoft.com

ARTICLE 7. FORCE MAJEURE

OPENDATASOFT cannot be held liable if the non-execution or delay in the execution of one of its obligations described in these Terms of Use results from a case of force majeure under article 1218 of the French Civil Code.

Force majeure in contractual matters occurs when an event beyond the control of the debtor, which could not reasonably be foreseen at the time of the conclusion of the contract and the effects of which cannot be avoided by appropriate measures, prevents the debtor from fulfilling his obligation.

If the impediment is temporary, the performance of the obligation is suspended unless the resulting delay justifies the termination of the contract. If the impediment is definitive, the contract is automatically terminated and the parties are released from their obligations under the conditions provided for in Articles 1351 and 1351-1 of the French Civil Code.

In this regard, OPENDATASOFT cannot be held liable, in particular, in the event of an attack by hackers, unavailability of materials, supplies, spare parts, personal equipment, or other; and interruption, suspension, reduction or disruption of electricity or other services or any interruption of electronic communications networks, as well as in the event of any circumstance or event outside of OPENDATASOFT's control occurring after the conclusion of the Terms of Use and preventing their execution under normal conditions, despite the appropriate security guarantees implemented by OPENDATASOFT.

It is specified that, in such a situation, User may not claim payment of any compensation and may not bring any action against OPENDATASOFT.

In the event of the occurrence of one of the above-mentioned events, OPENDATASOFT will endeavour to inform User as soon as possible.

ARTICLE 8. GENERAL PROVISIONS

OPENDATASOFT reserves the right to update and modify these Terms of Use at any time, it being specified that the Terms of Use in force are those published on Opendatasoft at the time of access to the platform and browsing by User.

No indication or document may give rise to any obligation not included in these Terms of Use unless it is the subject of a new agreement between the Parties or results from the law.

The Parties further declare that these Terms of Use may in no case be considered as an act creating a legal person or any other legal entity, and that any form of "*affectio societatis*" is formally excluded from their relationship.

The fact that one of the Parties has not requested for the application of any clause of these Terms of Use, whether permanently or temporarily, shall in no case be considered as a waiver of said clause.

In the event of difficulty of interpretation between any of the headings at the top of the clauses and any of the clauses, the headings shall be declared non-existent.

If any of the provisions of these Terms of Use should be declared null and void with regard to a legislative or regulatory provision in force and/or a final court decision, it shall be deemed unwritten but shall in no way affect the validity of the other provisions which shall remain fully applicable.

ARTICLE 9. GOVERNING LAW -- MEDIATION

THESE TERMS OF USE AND THE RELATIONSHIP BETWEEN USER AND OPENDATASOFT ARE GOVERNED BY FRENCH LAW.

In the event of a dispute arising between OPENDATASOFT and User concerning the interpretation, execution or termination of these Terms of Use, the Parties shall endeavour to settle it amicably.

In the event that User is a professional and no amicable solution is found within thirty (30) days of the registered letter sent by User, the dispute will be submitted to the exclusive jurisdiction of the Commercial Court of Paris, whether or not there is a plurality of defendants or a call for guarantees.

Terms of Use

HEADLIGHT TECHNOLOGIES, INC. LICENSE AGREEMENT

NOTICE: CAREFULLY READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT BEFORE CLICKING "I AGREE TO THE TERMS & CONDITIONS" ON THE LOG-IN PAGE. CLICKING "I AGREE TO THE TERMS & CONDITIONS" ON THE LOG-IN PAGE INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS LICENSE, DO NOT CLICK "I AGREE TO THE TERMS & CONDITIONS" ON THE LOG-IN PAGE.

HeadLight Technologies, Inc. has developed and is the owner of a certain web-based software as a service application (the "Service," as further defined below), which it provides as part of its Headlight system. HeadLight Technologies, Inc. enters into agreements with third party organizations (which may include state and local governmental agencies, departments and authorities, as well as private businesses (each an "Organization")) that authorizes certain employees and contractors of the relevant Organization to use the Service for purposes of managing and inspecting the Organization's construction, environmental, maintenance, infrastructure, and similar projects (collectively, "Projects"). Among other things, the Service permits users to create, use, access and transmit reports and other information and content ("Project Data") regarding Projects ("Project Data"), thereby allowing Projects to be managed and supervised more efficiently.

THIS HEADLIGHT TECHNOLOGIES, INC. LICENSE AGREEMENT ("Agreement") is a legal agreement between you ("User") and HeadLight Technologies, Inc. ("HeadLight"), and governs your use of the Service. The terms of this Agreement also apply to any updates, supplements, and/or support services (if any) for the Service, unless other terms accompany those items. If so, those terms apply.

By clicking "I AGREE TO THE TERMS & CONDITIONS" ON THE LOG-IN PAGE, you agree to be bound by the terms of this Agreement. If you accept the Terms of this agreement, you have the following rights and responsibilities:

AGREEMENT:

1 Definitions.

In addition to any other defined terms set forth herein, the following capitalized terms will have the meanings set forth below:

1.1 "Project Data" means all data, reports, images, notes, drawings, sketches and other content regarding a Project that is** **uploaded to, stored on, processed using, transmitted through, or otherwise accessed using the Service by or on behalf of User or by any person or application or automated system using User's User Account (defined below).

1.2 "Documentation" means the documentation produced and supplied by HeadLight to User and/or made available on the Service specifying how the Service should be used.

1.3 "Intellectual Property Rights" means all rights of the following types, which may exist or be created under the laws of any jurisdiction in the world:

(a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, moral rights, and mask works;

(b) trademark and trade name rights and similar rights;

(c) trade secret rights;

(d) patents and industrial property rights;

(e) other proprietary rights in intellectual property of every kind and nature;

(f) all registrations, renewals, extensions, continuations, divisions, or reissues of, and applications for, any of the rights referred to in clauses (a) through (e) above; and

(g) rights to require information be kept confidential.

1.4 **"Permitted Purpose"** means the use of the Service by Authorized Users in connection with Projects.**

1.5 **"Service"** means HeadLight's proprietary software as a service web application that is owned and operated by HeadLight and/or its licensors, and that is made available for use by User pursuant to the terms and conditions of this Agreement.

1.6 **"Term"** shall have the meaning set forth in Section 10.1 below.

1.7 **"Upgrades"** means new versions of, and updates to, the Service, whether for the purpose of fixing an error, bug or other issue in the Service or enhancing the functionality of the Service.

2 Organization Agreement.

2.1 **Authorized User.** User's use of the Service is as a result of an agreement entered into between the relevant Organization and HeadLight (the "Organization Agreement") which, among other things, authorizes

certain employees and/or contractors designated by the Organization to access and use the Service ("Authorized Users"). Accordingly, the Service is for use by Authorized Users only. User acknowledges and agrees that User would not be permitted to use the Service except for User's status as an Authorized User, and User represents and warrants to HeadLight that User is, and shall at all times during the Term remain, an Authorized User. User further acknowledges and agrees that User's obligation to maintain User's status as an Authorized User is, in addition to any and all other forms of consideration between the parties, sufficient consideration to support the parties' mutual obligations and responsibilities under this Agreement.

2.2 Interpretation. With respect to any obligations or responsibilities owed by HeadLight to the relevant Organization under the Organization Agreement, this Agreement shall at all times be construed and interpreted consistently with the terms and conditions of the Organization Agreement, provided that, in the event of a direct conflict between the terms of this Agreement and the terms of the Organization Agreement, the terms and conditions of the Organization Agreement shall control.

3 License.

3.1 During the Term and subject to the terms and conditions of this Agreement, including without limitation, the restrictions and prohibitions set forth in this Section 3, HeadLight hereby grants to User a nonexclusive, nontransferrable (except as authorized herein), nonsublicensable, limited and terminable license to:

(a) access and use the Service solely for the Permitted Purpose via any standard web browser and in strict

accordance with the Documentation; and

(b) download a copy of any Documentation made available through the Service, solely in connection with User's use of the Service for the Permitted Purpose.

3.2 User agrees that the license rights granted in Section 3.1 above are subject to the following limitations (in addition to any other limitations or restrictions set forth in this Agreement):

(a) User hereby acknowledges and agrees that:

(i) the Service contains proprietary Intellectual Property Rights that are protected by applicable laws; and

(ii) HeadLight, its licensors and/or other third parties own the Intellectual Property Rights contained in the Service. User shall not take any action in connection with the Service in violation of or that is inconsistent or contrary to HeadLight's and/or its licensors' proprietary rights in the Service;

(b) User agrees that:

(i) it will not, either directly or indirectly, take any action to circumvent or defeat the security or content usage rules provided, deployed or enforced by any functionality (including without limitation digital rights management functionality) contained in the Service, or otherwise access or attempt to access any portion of the Service which User is not authorized to access; and

(ii) it will use reasonable care in maintaining the confidential nature of all non-public Intellectual Property Rights in the Service and/or other Confidential Information;

(c) User may make copies of the Documentation as reasonably necessary for User to use the Service for the Permitted Purpose. User agrees that it will retain all trademark notices, copyright notices, other proprietary notices and other legends contained in or on the Documentation and on all copies thereof and may not remove, obscure or alter any of the foregoing. User may not otherwise copy, alter, modify or make derivative works of the Documentation in any other manner;

(d) User is prohibited, either directly or indirectly, from copying, selling, licensing, distributing, transferring, modifying, adapting, translating, creating derivative works of or from, disassembling, decompiling, reverse engineering or otherwise attempting in any way to determine how the Service works, including without limitation, by attempting to derive any source code from the Service or any functions or features of the Service;

(e) User shall not rent, lease, assign, time-share, or transfer any rights to use the Service, pledge as security or otherwise encumber any such rights, or otherwise permit third parties to display, use, or access the Service without the prior written consent of HeadLight;

(f) User shall not use the Service and/or the Documentation for any purpose:

(i) that infringes any Intellectual Property Rights or other proprietary rights or rights of publicity or privacy;

(ii) that violates any law, statute, ordinance or regulation;

(iii) that is defamatory, libelous, unlawfully threatening or unlawfully harassing; or

(iv) other than the Permitted Purpose or as otherwise expressly authorized herein.

(g) User may not use the Service in any manner that could damage, disable, overburden, or impair the Service (or any servers or networks connected to thereto), nor may User use the Service in any manner that could interfere with any other party's use and enjoyment of the Service (or any servers or networks connected thereto).

4 Use of the Service.

4.1 Project Data. In accessing and/or using the Service, User may store, access, process and/or transmit certain Project Data. User hereby acknowledges and agrees that the following terms and conditions shall apply to Project Data (in addition to any other terms and conditions applicable to the Project Data set forth elsewhere in this Agreement):

(a) User shall be solely responsible for its day-to-day use of and access to the Service, including without limitation, the accuracy and inputting of any and all Project Data transmitted, accessed, processed and/or stored through the Service. Neither HeadLight nor the Service (or any service or system associated therewith) alters or modifies Project Data in any way, other than changes or modifications to the Project Data necessary for the Service to store, transmit, provide access to, or otherwise transmit such Project Data. As such, User acknowledges and agrees that if there are any defects, errors, or inaccuracies in the Project Data, User and not HeadLight shall be solely responsible for any such defects, errors, or inaccuracies, and HeadLight shall have no liability to User or to any third party with respect to any such defects, errors, or inaccuracies.

(b) User hereby grants to HeadLight, in addition to any other rights that HeadLight may have in such Project Data as set forth in the Organization Agreement, a non-exclusive license to use, reproduce, transmit, and host the Project Data solely in connection with HeadLight's operation, maintenance and provision of the Service to User hereunder.

4.2 Availability. It is understood that HeadLight may host the Project Data on computer servers owned or controlled by third parties and User consents to such hosting. HeadLight shall use reasonable commercial efforts to ensure the availability of the Service and the accessibility of the Project Data on an uninterrupted basis. However, HeadLight does not guarantee that the availability of the Service and/or the Project Data will be uninterrupted or that the operation of the Service will be error-free, and User acknowledges and agrees that the Service and/or the Project Data may at times be unavailable and/or inaccessible as a result of, among other things, maintenance, changes, or outages, both planned and unplanned (collectively, "Downtime"). HeadLight's sole obligation with respect to such Downtime shall be to use reasonable commercial efforts to restore the availability and/or accessibility of the Service and/or the Project Data, and HeadLight shall have no other liability or obligations to User or to any other third party with respect to the unavailability and/or inaccessibility of the Service and/or any Project Data.

4.3 Hosting. HeadLight shall use commercially reasonable measures to operate the hosting environment for the Project Data, defined to mean the Service, and the corresponding server hardware, disk storage, data transfer rates, server operating systems, databases, web server programs, and other associated components.

HeadLight will use reasonable commercial efforts to provide a high level of network and physical security for the Project Data according to generally accepted Internet security standards and protocols.

4.4 User Account. HeadLight will make available the Service to User by establishing an account for User on the Service ("User Account"), and by providing to User log-in details for User's User Account (collectively, "User Information"). User agrees to maintain the confidentiality of its User Information and further agrees to accept responsibility for any and all actions or activities that are taken or that may occur in connection with the use of User's User Information. If at any time User learns that its User Account has been accessed or used without User's authorization (or if at any time User has reason to believe that its User Account has been accessed or used without User's authorization or is at risk of being accessed or used without User's authorization, including without limitation, by the loss or disclosure of User's User Information), User agrees to promptly notify HeadLight of any such unauthorized use or access. HeadLight reserves the right to modify or otherwise alter User's User Information in its sole and absolute discretion.**

4.5 User Obligations. In using the Service, User acknowledges and agrees that:

(a) Except as otherwise agreed to by HeadLight and the relevant Organization, User and/or the Organization shall be responsible for determining and assessing its own internal computing, Internet service provider, and/or private lease line and software needs. User acknowledges and agrees that additional third party services, computer software and/or hardware may be required to access and/or use the Service and except as otherwise agreed to by HeadLight and the relevant

Organization, User shall be solely responsible, at its cost, for obtaining and/or acquiring such additional third party services, computer hardware or software, which may include, without limitation, Internet service and equipment to provide Internet service, computers, network and other devices and systems requirements. In the event User enters into any agreements with third parties for any such services, computer software and/or hardware, User agrees to comply with any such agreements when using the Service.

(b) User will follow all standard practices, policies and procedures as provided by HeadLight, if any, whether as part of the Documentation or otherwise, when accessing and using the Service.

(c) The Service is a Project management and inspection tool only. The Service does not provide any construction, environmental, maintenance, infrastructure, project management, legal, regulatory, or other advice or recommendations with respect to the Project Data and/or the Project at issue. User shall be solely responsible for obtaining its own construction, environmental, maintenance, infrastructure, project management, legal, regulatory, or other advice or recommendations with respect to the Project Data and/or Project at issue, and for having the necessary knowledge, skill and experience to know when such advice or recommendations are necessary and/or appropriate, and to implement any such advice or recommendations.

5 Confidentiality.

In addition to any other defined terms set forth herein, the following capitalized terms will have the meanings set forth below:

5.1 Definition of Confidential Information. User acknowledges and agrees that in accessing and/or using the Service, User may be exposed to the Confidential Information (as defined herein) of HeadLight. "Confidential Information" means any oral, written, graphic, or machine-readable information of HeadLight, including, but not limited to, business plans, marketing and sales information, financial and technical information, trade secrets, inventions, improvements, developments, know-how, works of authorship and other innovations of any kind, ideas, data, techniques, programs, systems, and processes, regardless of whether or not any of the foregoing are eligible for patent, copyright, trademark, trade secret or other legal protection.

5.2 Nondisclosure of Confidential Information. User agrees that Confidential Information shall be used only for the purpose of exercising User's rights and privileges under this Agreement and for no other purpose. User shall not disclose or distribute Confidential Information to any third party except as expressly authorized herein or without the prior written authorization of HeadLight. User shall, in particular, hold Confidential Information in confidence and User shall take all measures reasonably necessary to prevent Confidential Information from falling into the public domain. User shall promptly notify HeadLight of any unauthorized use or disclosure of Confidential Information and shall assist HeadLight in every reasonable way to retrieve the Confidential Information that was improperly used or disclosed.

5.3 Exceptions. The confidentiality obligations imposed by this Agreement shall not apply to: (a) information that becomes part of the public domain through lawful means and without breach of any confidentiality obligation; (b) information subsequently and rightfully received by User

from third parties without any obligation of confidentiality; (c) information that was known to and reduced to writing by User before the Effective Date of this Agreement; (d) information that is independently developed by User without use of or reference to any Confidential Information; and (e) information required to be disclosed by compulsory judicial or administrative process or by law or regulation; provided that if Confidential Information is required to be disclosed, User shall first give HeadLight notice and shall provide such information as may reasonably be necessary to enable HeadLight to take action to protect its interests.**

5.4 Return of Confidential Information. Upon the expiration or termination of this Agreement or at the request of HeadLight, User shall promptly return or destroy all items and materials, including any copies, in its possession, custody, or control which contain Confidential Information. The confidentiality obligations set forth in this Section shall expire five (5) years following the expiration or termination of this Agreement, except for Confidential Information which constitutes the trade secret information of HeadLight, in which case, the confidentiality obligations set forth in this Section shall continue for so long as such information remains a trade secret of HeadLight.

6 Maintenance; Upgrades.

HeadLight may provide the following services with respect to the Service:

6.1 Support and Maintenance. HeadLight may, but is not obligated to, provide maintenance and support services with respect to the Service. Such maintenance and support services shall be provided by HeadLight under the terms and conditions associated with such maintenance and support services, if any.

6.2 Upgrades. HeadLight may, but is not obligated to, develop and implement Upgrades to the Service. In the event HeadLight develops and/or releases Upgrades during the Term, such Upgrades shall be subject to the terms and conditions of this Agreement.**

7 Representations and Warranties.

HeadLight may provide the following services with respect to the Service:

7.1 General Representations and Warranties. Each party represents and warrants to the other that:

(a) the entering into of this Agreement and the performance of such party's obligations under this Agreement will not: (i) result in a breach of or constitute a default under any of the terms and/or provisions of any agreement, whether written or oral, to which it is a party; (ii) conflict with such party's charter documents; (iii) violate any law, judgment or order to which such party is subject; or (iv) require the consent, authorization or approval of any person, including but not limited to, any governmental body;

(b) it has the right and full power and authority to enter into this Agreement and to perform all of its obligations under this Agreement; and

(c) this Agreement creates legal, valid and binding obligations on it and is enforceable against it in accordance with its terms. User further represents and warrants that to the extent User is a contractor of the relevant Organization and is using the Service on behalf of any company or organization, User is entering into this Agreement on behalf of such company or organization, is authorized to enter into this Agreement on the organization or company's behalf, and is

authorized to bind such company or organization to the terms and conditions of this Agreement.

7.2 User Representations and Warranties. User represents and warrants to HeadLight that in compiling and/or collecting the Project Data and/or by posting, storing, accessing or transmitting such Project Data via the Service, User has not and will not:

(a)** **infringe any Intellectual Property Rights or other proprietary rights of any third party or rights of publicity or privacy of any third party; or

(b) violate any law, statute, ordinance or regulation.

7.3 Disclaimer. THE SERVICE AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND WITH ALL FAULTS. HEADLIGHT DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS AND EXCLUDES, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE IN CONNECTION WITH THE SERVICE AND/OR THE DOCUMENTATION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY, AND/OR NON-INFRINGEMENT, IN ADDITION TO ANY OTHER REPRESENTATIONS AND/OR WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER HEADLIGHT NOR ANY SUPPLIER OR LICENSOR OF HEADLIGHT REPRESENTS OR WARRANTS THE CORRECTNESS OR ACCURACY OF THE SERVICE, THAT THE SERVICE WILL MEET USER'S PARTICULAR NEEDS OR REQUIREMENTS, OR THAT THE PERFORMANCE OF THE SERVICE WILL

BE UNINTERRUPTED OR ERROR-FREE, INCLUDING WITHOUT LIMITATION, FREE FROM LOSS OF DATA. USER ACKNOWLEDGES AND AGREES THAT: (A) COMPLEX SOFTWARE IS NEVER WHOLLY FREE FROM DEFECTS, ERRORS OR BUGS; HEADLIGHT GIVES NO WARRANTY OR REPRESENTATION THAT THE SERVICE WILL BE WHOLLY FREE FROM SUCH DEFECTS, ERRORS OR BUGS; AND HEADLIGHT WILL HAVE NO OBLIGATION OR RESPONSIBILITY TO CORRECT, FIX OR REPAIR ANY SUCH DEFECTS, ERRORS OR BUGS; (B) HEADLIGHT WILL NOT AND DOES NOT PURPORT TO PROVIDE ANY CONSTRUCTION, ENVIRONMENTAL, MAINTENANCE, INFRASTRUCTURE, PROJECT MANAGEMENT, LEGAL, REGULATORY, OR OTHER ADVICE OR RECOMMENDATIONS WITH RESPECT TO THE PROJECT DATA AND/OR THE PROJECT UNDER THIS AGREEMENT OR IN RELATION TO THE SERVICE; AND (C) HEADLIGHT IS NOT RESPONSIBLE FOR USER'S DAY-TO-DAY USE AND OPERATION OF THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFECTS, ERRORS, OR INACCURACIES IN ANY PROJECT DATA TRANSMITTED, ACCESSED, PROCESSED AND/OR STORED THROUGH OR USING THE SERVICE. ALL RISKS ASSOCIATED WITH THE USE OF THE SERVICE AND/OR THE PROJECT DATA, INCLUDING WITHOUT LIMITATION, THE TRANSMITTING, ACCESSING, PROCESSING AND/OR STORAGE OF THE PROJECT DATA, ARE SOLELY WITH USER.

8 Indemnity.

User shall indemnify, defend and hold harmless HeadLight, its licensors, successors, assigns, affiliates and related companies, and its and their officers, directors, employees,

and agents for, from and against any and all losses, expenses, costs (including reasonable attorneys' fees and legal costs), liabilities, and damages of any kind or nature arising out of or relating to:

(a) the negligence or more willful misconduct of User, its employees, agents or representatives;

(b) a breach by User of this Agreement, including without limitation, its representations and warranties set forth in Section 7 above;

(c) the unauthorized use or misuse of the Service, including without limitation, any use by User of the Service in violation or breach of this Agreement or contrary to or in violation of the Documentation; or

(d) the Project Data. Notwithstanding this Section 8, HeadLight will have the right, but not the obligation, to immediately assume sole responsibility and control over the defense of any claims for which User owes indemnity hereunder and User acknowledges and agrees that HeadLight's exercise of such responsibility and control shall not relieve User of its indemnity obligations set forth in this Section 8.**

9 Limitation of Liability.

IN NO EVENT SHALL HEADLIGHT BE LIABLE TO USER OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT DOWNTIME, EVEN IF HEADLIGHT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF THE THEORY OF LIABILITY UNDER WHICH ANY SUCH DAMAGES ARE SOUGHT. IN THE EVENT THAT ANY LIABILITY IS IMPOSED ON HEADLIGHT UNDER THIS AGREEMENT

FOR ANY REASON WHATSOEVER, THE AGGREGATE AMOUNTS PAYABLE BY HEADLIGHT BY REASON THEREOF SHALL NOT EXCEED THE TOTAL AMOUNT OF \$50 USD. User acknowledges that the foregoing limitations are an essential element of the Agreement and that in the absence of such limitations the terms set forth in this Agreement would be substantially different.**

10 **Term and Termination.

10.1 Term. This Agreement shall commence as of date on which User initially accesses the Service using User's User Information and clicks "I AGREE TO THE TERMS & CONDITIONS" on the log-in page for the Service (the "Effective Date"), and shall continue in effect until terminated as set forth in this Section 10 (the "Term.")**

10.2 Termination. This Agreement may be terminated as follows:**

(a) By HeadLight, for any reason or no reason, by providing thirty (30) days' notice to User.

(b) By HeadLight, upon notice to User effective immediately, in the event User no longer qualifies as an Authorized User.

(c) By HeadLight: (a) upon the breach by User of any of the provisions of Section 3.2, Section 4, or Section 5, if such breach is not cured to HeadLight's satisfaction within one (1) day after the date HeadLight provides notice thereof to User; or (b) upon the breach by User of any other term, provision, covenant, representation or warranty set forth in this Agreement if the breach remains uncured for a period of thirty (30) calendar days after the date HeadLight provides notice thereof to User.

10.3 Upon the expiration or termination of this Agreement, all terms and conditions of this Agreement will cease to have effect and User shall have no further rights to access and/or use the Service, provided that:**

(a) The termination or expiration of this Agreement will not release any party from any obligation that matured prior to the effective date of such expiration or termination.

(b) All terms and conditions of this Agreement that by their express terms, nature, sense or context are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration. For purposes of clarity, the parties intend that the following provisions survive the termination or expiration of this Agreement: Section 1; Section 5; Section 7; Section 8; Section 9; Section 10; Section 11; Section 12; and Section 13.

11 Intellectual Property Rights.

11.1 Ownership. The Service is licensed and not sold. User acknowledges and agrees that all right, title and interest in the Service, the Documentation, and any Confidential Information is and shall remain the sole and exclusive property of HeadLight. Subject to the limited license rights granted to User pursuant to Section 3 above, HeadLight retains and reserves all rights, title and interest (including all Intellectual Property Rights) in and to the Service, the Documentation, and any Confidential Information, and no other right, title or interest is granted by HeadLight to User hereunder, whether by implication, estoppel or otherwise. User acknowledges and agrees that by granting the license rights granted to User pursuant to Section 3 above, HeadLight does not in any

way grant any interest to User in any Intellectual Property Rights in or arising out of (now or in the future) the Service, the Documentation, and any Confidential Information.

11.2 Other Rights. The license rights granted in Section 3 above provide a limited license for the Service and the Documentation only. User acknowledges and agrees that it may need licenses or services from third parties to fully use the Service, and further agrees that HeadLight has no obligation to provide notice of or acquire such licenses or services on User's behalf.

11.3 Notification. User shall promptly inform HeadLight of any misuse, unauthorized use, infringement or misappropriation of the Service, the Documentation, or any Confidential Information of which User becomes aware. User acknowledges and agrees that HeadLight shall have the sole and exclusive right to enforce and/or defend its Intellectual Property Rights in the foregoing and User shall cooperate with HeadLight in such enforcement or defense efforts, as reasonably requested by HeadLight and at HeadLight's expense.

12 Export Restrictions; Governmental Rights.

12.1 Export Restrictions. User acknowledges and agrees that the Service and/or the Documentation may be subject to governmental export, import and/or use controls. User shall not export, re-export, import, use or transfer the Service and/or the Documentation except in compliance with the laws and regulations of the countries and/or territories from which the Service and/or the Documentation is being exported or to which the Service and/or the Documentation is being imported. At a

minimum, the Service and/or the Documentation shall not be used in or exported to:

(a) any country subject to U.N. Security Council embargo or action;

(b) countries subject to U.S. economic sanctions and embargoes; or

(c) persons or entities prohibited from receiving U.S. exports or items or material originating from the U.S.

12.2 Government Rights. The Service and the Documentation constitute "Commercial Items," as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and/or "Commercial Computer Software Documentation," as those terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 or 48 C.F.R. §§ 227.7202-1, 227.7202-3, and 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are, to the extent applicable, being licensed to U.S. Government end users, if any:

(a) only as Commercial Items; and

(b) with only those rights as are granted to all other end users pursuant to the terms and conditions set forth in this Agreement. This clause, consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202 is in lieu of, and supersedes, any other Federal Acquisition Regulation ("FAR"), Defense Federal Acquisition Regulation Supplement ("DFARS") or other clause or provision that addresses U.S. Government rights in computer software, technical data or computer software documentation.

13 Miscellaneous.

13.1 Entire Agreement. This Agreement represents the entire understanding of the parties as of the Effective Date with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the parties relating thereto. No modification, alteration, waiver, or change in any of the terms of this Agreement shall be valid or binding upon the parties hereto unless made in writing and duly executed by each of the parties hereto; provided that, HeadLight may revise the terms and conditions of this Agreement as it sees fit in its sole and absolute discretion. In the event of any such revision, HeadLight will post the date of such revision on the log-in page displaying this Agreement or otherwise inform User of such revision, and such revised version shall be enforceable against User in the event User thereafter accesses the Service using User's User Information and clicks "I AGREE TO THE TERMS & CONDITIONS" on the log-in page for the Service after the date of such revision. User agrees to periodically review the log-in page on which this Agreement is displayed for revisions to this Agreement.

13.2 Assignment of Agreement. Neither this Agreement nor any interest herein is assignable or delegable by User without the prior written consent of HeadLight. Any attempted assignment or transfer by User without the prior written consent of HeadLight shall be null and void, and at HeadLight's option, forthwith terminate and cancel this Agreement.

13.3 Relationship of Parties. Nothing herein contained shall be deemed to create an agency, joint venture or partnership relationship between the parties hereto. It is understood and agreed that User is not, by reason of this Agreement or anything herein contained, constituted or

appointed the agent or representative of HeadLight for any purpose whatsoever, nor shall anything herein contained be deemed or construed as granting to User any right or authority to assume or to create any obligation or responsibility, express or implied, for, on behalf of, or in the name of HeadLight, or to bind HeadLight in any way or manner whatsoever.

13.4 Governing Law. This Agreement shall be controlled by and construed under the laws of the State of Washington, USA (excluding its conflicts of laws principles) and not under the United Nations Convention on Contracts for the International Sales of Goods. Any dispute arising under this Agreement shall be litigated in a state or federal court located in King County, Washington, USA. The parties hereby expressly agree to the personal jurisdiction of such courts over them and waive any claim that such forum is an inconvenient forum.

13.5 Notices. All notices or other communications that are required or permitted hereunder shall be in writing and, if sent to HeadLight, sent by prepaid overnight courier, sent by certified or registered mail, or sent by email or by facsimile transmission, to the address set forth below or to such other address as is subsequently specified by HeadLight in writing:
If sent to User, such notices or other communications shall be sent to the current email address held on hand by HeadLight for User. Any such communications (to either party) shall be deemed to have been given when delivered if personally delivered, on the business day after dispatch if sent by overnight courier, on the fourth (4^th^) business day following the date of certified or registered mailing if sent by certified or registered mail; or on the date of sending or transmission if sent by email or by facsimile transmission.

13.6 Remedies. User acknowledges and agrees that a breach of this Agreement by User will result in immediate, irreparable and continuing damage to HeadLight for which there will be no adequate remedy at law; and agrees that in the event of any such breach or violation or any threatened or intended breach or violation of this Agreement, HeadLight, its successors and assigns, will be entitled to temporary, preliminary and permanent injunctive relief and/or restraining orders enjoining and restraining such breach or violation or such threatened or intended breach or violation and/or other equitable relief (without needing to post any bond or other security) in addition to such other and further relief as provided for at law and in equity.

13.7 Product of Negotiation. This Agreement is the product of the negotiation of the parties. For convenience, this Agreement has been drafted initially in substantial part by legal counsel for one of the parties, but by agreement of the parties, this Agreement will be deemed to have been drafted by all parties jointly, and any ambiguity herein will not be construed for or against any party by virtue of the identity of the drafter or otherwise.

13.8 No Third-Party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

13.9 Severability. If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby

13.10 Attorneys' Fees. If any arbitration, action, suit or proceeding is instituted to interpret, enforce, or rescind this Agreement, or otherwise in connection with the subject matter of this Agreement, including but not limited

to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorneys' fees and other fees, costs, and expenses of every kind incurred in connection with the arbitration, action, suit or proceeding, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

13.11 Waiver. The failure of any party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right.

© 2021 HeadLight

JUSTFOIA TERMS

THESE TERMS APPLY TO ALL ORDERS PLACED FOR THE SOLUTION.
THESE PROVISIONS SHALL SURVIVE AFTER TERMINATION OR EXPIRATION OF ANY AND ALL PORTIONS OF THE ORDER.

WARRANTIES & DISCLAIMERS

JUSTFOIA DOES NOT PROMISE THAT THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE. CLIENT ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT PRIVACY, CLIENT DATA, CONFIDENTIAL INFORMATION, AND PROPERTY.

JustFOIA Warranties

JustFOIA warrants that (i) the Solution shall perform materially in accordance with any specifications or descriptions set forth herein, (ii) subject to exceptions related to non-JustFOIA software, the functionality of the Solution will not be materially decreased during the term of this Order, (iii) JustFOIA will use industry standard measures to not transmit malicious code and the like ("Malicious Code") to Client, provided that if Client or a user uploads a file containing Malicious Code into the Solution Client shall be liable for the same; and (iv) to JustFOIA's knowledge, Client's use of the Solution in strict compliance with the Order shall not infringe or violate the intellectual property rights of any third-party.

The warranties herein are void to the extent of any Client failure to perform in accordance with the Order and any licensing terms. JustFOIA shall not be responsible for any decrease in functionality or other issues that are the result of (i) the Solution not being used in accordance with the Order, (ii) the Solution being modified or altered by or on behalf of Client without JustFOIA's written permission, or (iii) Internet or network connections, third-party software, streaming services, computers, equipment and/or devices not supplied by JustFOIA.

Client Warranties

Client warrants that JustFOIA's use of Client data and/or any other item provided by Client, in accordance with the Order will not infringe or violate the intellectual property or other rights of any third-party.

Client warrants that it shall have all rights and licenses of third-parties necessary or appropriate for JustFOIA to access or use such third-party products and agrees to produce evidence of such rights and licenses upon the reasonable request of JustFOIA.

TECHNICAL SUPPORT

JustFOIA Technical Support is provided for all clients through the online support center, by email (support@JustFOIA.com), or by telephone (800-342-2633), during business hours of 8 a.m. to 8 p.m. Eastern Time. Technical Support covers Solution break/fix support, version updates, and continued educational resources including the Training center for JustFOIA.

PROFESSIONAL SERVICES

CHANGE ORDER PROCESS

Any deviations from the contract will be documented in a Change Order that Client must execute.

SCHEDULING

All rates are based on normal business hours, Monday through Friday from 8 am to 5 pm local time. If scheduling needs to occur after business hours, additional rates may apply.

CLIENT SOLUTION CUSTOMIZATIONS

Client may also choose to customize their system internally without JustFOIA's help. JustFOIA is not responsible for any damage caused by the user's customization of the system not performed by JustFOIA. JustFOIA will not be held responsible for correcting any problems that may occur from these customizations.

CLIENT INFORMATION TECHNOLOGY ASSISTANCE

For JustFOIA to excel in providing the highest level of service, Client must provide timely access to technical resources. Client must provide adequate technical support for all JustFOIA installation and support services. If Client does not have "in-house" technical support, it is Client's responsibility to make available the appropriate Information Technology resources/consultant when needed.

LICENSED SOFTWARE AND SERVICES

During the term of the Order and any applicable addenda, JustFOIA grants to Client and Client accepts a non-transferable, revocable, non-exclusive, and limited license to use the Solution as defined herein subject to the terms, obligations and restrictions set forth in the Order. All rights to the Solution not granted to Client are reserved by JustFOIA.

CLIENT RESPONSIBILITIES

Files and other content that JustFOIA may provide to Client may be protected by intellectual property rights of others. Client will not copy, upload, download, or share files unless Client has the right to do so. Client, not JustFOIA, will be fully responsible and liable for what is copied, shared, uploaded, downloaded, or otherwise used while using the Solution. Client will not upload malware or any other malicious software to the Solution. Client is also responsible for the timely and accurate fulfillment of records requests, and ensuring that no classified, confidential, or illegal information is provided to or through the Solution.

ACCEPTABLE USE POLICY

Client agrees that it will not misuse or attempt to misuse the Solution, and that the Solution will only be used in a manner consistent with the Order. Client may only store non-confidential data to the Solution. It is understood and agreed that the uploading of confidential data to the Solution shall be allowed for redaction purposes (redaction process not to extend beyond 30 calendar days) and that the Solution is not to be used for long-term storage of unredacted confidential data following closure of the request.

Client acknowledges and agrees that all use of the Solution hosted on the Azure Government Cloud is subject to the Microsoft terms and conditions surrounding the same. JustFOIA's obligations and liability and Client's rights are limited by the same. Further, JustFOIA neither accepts liability for, nor warrants the functionality, utility, availability, reliability, or accuracy of, third-party software or third-party services.

INFORMATION & PRIVACY

By using the Solution, Client will be providing JustFOIA with information. Client retains full ownership of its information, and JustFOIA does not assert ownership. These Assumptions do not grant JustFOIA any rights to Client's information or intellectual property except for the limited rights that are needed to run the Solution, as explained below.

JustFOIA may need Client's permission to handle its information as directed and required for the functioning of the Solution. An example is hosting files or sharing them. Client hereby grants a license to JustFOIA to use and process such information solely to the extent necessary to fulfill JustFOIA's obligations. This license also extends to trusted third parties JustFOIA works with to do the same.

Client is solely responsible for its conduct, the content of its files, and its communications with others while using the Solution. For example, it is Client's responsibility to ensure that it has the rights or permission needed to comply with these Assumptions, Terms & Conditions.

INFORMATION SHARING AND DISCLOSURE

JustFOIA may use certain trusted third-party companies and individuals to help JustFOIA provide, analyze, and improve the Solution (including but not limited to data storage, maintenance services, database management, web analytics, payment processing, and improvement of the Solution's features). These third parties may have access to Client's information only for purposes of performing these tasks on JustFOIA's behalf and under obligations similar to those in the Information & Privacy section.

INTELLECTUAL PROPERTY

The Solution and any services surrounding the same herein are not considered "Works made for Hire" or otherwise a grant of any right, title or interest. Except for the license grant herein, all rights to the Solution and all services surrounding the same are—and remain—with JustFOIA. Client shall retain a non-exclusive, royalty-free, world-wide, perpetual license to use the outputs generated by Solution and stored external to Solution by Client during the Subscription Period.

Except for the license grants hereunder, as between Client and JustFOIA, Client retains all rights to Client data and information.

ACCOUNT SECURITY

Client is responsible for any activity using its account and for safeguarding the passwords used to access the Solution, including not disclosing passwords to any third-party. Client will immediately notify JustFOIA of any unauthorized use of Client's account. Client acknowledges that if it wishes to protect its transmission of data or files to the Solution, it is Client's responsibility to use a secure network to communicate with the Solution.

DATA RETENTION & ACCESS

JustFOIA will retain Client's information (data hosted in the Solution) for as long as its account is active or as needed to provide the Solution. If Client wishes to cancel its account or request that JustFOIA no longer use Client's information to provide the Solution, Client may request that JustFOIA delete its account. JustFOIA may retain and use Client's information as necessary to comply with legal obligations, resolve disputes, and enforce mutual agreements. Consistent with these requirements, Client may request that JustFOIA delete Client's information. Please note, however, that there might be latency in deleting information from JustFOIA servers and backed-up versions might exist after deletion. In addition, JustFOIA does not delete Client information from its server's files that Client has in common with other users, provided that JustFOIA's confidentiality obligations will persist with regard to such retained confidential information. Client understands and agrees that once the Client instance of the Solution is decommissioned, JustFOIA may not be able to provide Client a copy of the data included therein. Client agrees that it will back up all Client information that it requires. JustFOIA may decommission any environment after 45 days of Client not maintaining an active subscription to the applicable environment, including without limitation, as a result of non-renewal and/or non-payment. For the avoidance of doubt, if Client has an active subscription, Client may download its data at any time.

NON-JUSTFOIA APPLICATIONS AND PROVIDERS

The Solution may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party websites, including, without limitation, availability, accuracy, the related content, products, or services. Client is solely responsible for its use of any such websites or resources.

Acquisition of Non-JustFOIA Products and Services

JustFOIA or third parties may from time to time make available to Client third-party products or services, including but not limited to non-JustFOIA applications and implementation, customization, and other consulting services. Such products and services shall be clearly designated as provided by a third-party in the applicable Order. Any acquisition by Client of such non-JustFOIA products or services, and any exchange of data between Client and any non-JustFOIA provider, is solely between Client and the applicable non-JustFOIA provider. JustFOIA does not warrant or support products or services not provided by JustFOIA, whether or not they are designated by JustFOIA as "Certified" (as that term is defined below) or otherwise, except as specified in the Order and/or applicable addenda. No purchase of non-JustFOIA products or services is required to use the Solution except a supported computing device, operating system, web browser and Internet connection, all of which Client is solely responsible for providing in accordance with the specifications that may be provided by JustFOIA from time to time. For purposes of the Order, "Certified" shall describe applications and other products developed and sold by third parties that JustFOIA has verified interoperate with the Solution.

Non-JustFOIA Applications and Client information

If Client installs or enables non-JustFOIA applications for use with the Solution, Client acknowledges that JustFOIA may allow providers of those non-JustFOIA applications to access Client information as required for the interoperation of such non-JustFOIA applications with the Solution. JustFOIA shall not be responsible for any disclosure, modification or deletion of Client information resulting from any such access by non-JustFOIA application and/or providers. The Solution shall allow Client to restrict such access by restricting users from installing or enabling such non-JustFOIA applications for use with the Solution. JustFOIA is not responsible for, and Client agrees to hold JustFOIA harmless from any third-party claims or liability owed to third parties resulting from any unauthorized use or disclosure or any damage or loss of Client information as a result of use of non-JustFOIA applications or access to Client information by non-JustFOIA application and/or providers.

Integration with Non-JustFOIA Services

The Solution may contain features designed to interoperate with non-JustFOIA applications (e.g., Laserfiche, Adobe, Authorize.net, or PayPal applications). To use such features, Client may be required to obtain access to such non-JustFOIA applications from their providers. If the provider of any such non-JustFOIA application ceases to make the non-JustFOIA application available for interoperation with the corresponding Solution features on reasonable terms, JustFOIA may cease providing such features without entitling Client to any refund, credit, or other compensation, unless the provider of such non-JustFOIA application provides for a refund of such fees.

ATTACHMENT E

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is entered into between Steady Platform, Inc. and Customer who is a Participating Entity solely in connection with the NASPO ValuePoint Cloud Solutions Agreement #AR2485 between the State of Utah and Insight Public Sector, Inc. ("Master Agreement"). The Parties agree that, notwithstanding any provisions appearing in the Master Agreement, this Agreement will control where there is no conflict. In the event of a conflict, the Master Agreement will control.

SECTION 1. DEFINITIONS.

Agreement shall mean this Software as a Service Agreement (SaaS).

Confidential Information shall mean (a) the terms and conditions of this Agreement and the Statement of Work, (b) all nonpublic information concerning the business, technology, products, services, internal structure, and strategies of the disclosing party, specifically including, without limitation, Income Passport, software, documentation, end-user materials, Work Product, Intellectual Property, trade secrets, manuals and documentation, protocols, routines, models, formulas, algorithms, techniques, research, marketing, pricing, security procedures, proposals, designs, concepts, methodologies, source or object codes, research, programs, databases, referral sources, clients, prospective clients, inventions, developments, “know-how”, procedures, financial information or licensing policies, and (c) any other information in any form that is in the receiving party's possession regardless of the method of acquisition that the disclosing party designates as "confidential" to the receiving party or should be reasonably known to the receiving party to be Confidential Information due to the nature of the information disclosed and/or the circumstances surrounding the disclosure. Confidential Information also shall include information provided before or after the effective date of the Agreement. The following information will not be considered Confidential Information: (i) information which was in the public domain prior to its disclosure; (ii) information which becomes part of the public domain by any means other than through violation of this Agreement; (iii) information independently developed by the receiving party without reference to the disclosing party’s Confidential Information; (iv) information previously known to the receiving party without an obligation of confidentiality as demonstrated by receiving party's records; or (v) information received from a third party not under any obligations of confidentiality.

Customer shall mean the Participating Entity under the Master Agreement.

Income Passport shall mean Steady's Income Verification Platform that facilitates the verification of W-2 income, self-employment income and all other forms of 1099 earnings for Participants who may seek (as applicable) public benefits, insurance, or financial products or services.

Intellectual Property shall mean all intangible legal rights or interests evidenced by or embodied in (a) any idea, design, concept, technique, invention, discovery, or improvement, regardless of patentability, but including patents, patent applications, trade secrets, and know-how; (b) any work of authorship, regardless of copyrightability, but including copyrights and any moral rights recognized by law; (c) any trademark, trade name, or service mark; and (d) any other intellectual property,

proprietary or similar rights, including all goodwill pertaining thereto and in each case, on a worldwide basis.

Master Agreement shall mean the terms of the Master Agreement Contract (#AR2485 signed by State of Utah/NASPO ValuePoint Cloud Solutions 2016-2026) and any Participating Addendum between Customer and Insight Public Sector, Inc. ("Insight"). The Parties agree that the purpose of this Agreement is solely to clarify their relationship related to Income Passport and the SaaS Services support.

Participant means any individual claiming products or services from Customer or any Customer agency, affiliate, or subcontractor, which such products or services require income verification, and who are directed or referred by Customer, and authorized by Steady, to use the Services for purposes of Customer's verification of such individual's income.

Participant Data means all data and information collected related to any Participant, or otherwise made available by any Participant for use with the Services, which may include personally identifiable information of such Participant, bank statements, employer platforms, and deposit accounts. Participant Data is considered the property of the Participant and maintained, managed, and retained in accordance with Steady's Terms of Service and Privacy Policy made available on Steady's website, on behalf of the Participant. For clarity, Participant Data excludes any data provided to Steady by Customer on the Participant.

Parties shall mean Customer and Steady.

Purpose shall mean verification of income for use in determining Participant's eligibility for public assistance benefits.

Report shall mean the report output of the User-permissioned income verification process which may include some subset of Participant Data.

SaaS shall mean Steady's web-based software income verification platform, Income Passport, which is being offered to Customer as a service, including any updates or modifications to the current features and functionality of Income Passport purchased by Customer, excluding any W-2 gross income capacity.

Services means the SaaS services to be provided by Steady identified in the Master Agreement, SaaS, and the Statement of Work.

Statement of Work shall mean any other agreement entered into between Customer, Insight and Steady related to Income Passport.

Steady shall mean Steady Platform, Inc., a Delaware corporation doing business at 101 Marietta St NW, Suite 2500, Atlanta, GA 30303-2720.

User shall mean any Participant and any employee or independent contractor of Customer that Customer authorizes to use Income Passport on Customer's behalf.

Work Product shall mean all deliverables and related Intellectual Property related to Income Passport and the Services related thereto by Steady to Customer pursuant to the Master Agreement.

SECTION 2. GRANT OF ACCESS

2.1 Grant of Access. For the term set forth in the Master Agreement, Steady grants to Customer use of and/or access to Income Passport, hosted by Steady. The foregoing access to Income Passport shall be solely for Customer's internal purposes and Users for the term specified in the Master Agreement. Customer shall have the right to use and reproduce any documentation provided hereunder in order to satisfy its own internal requirements, provided that such reproduction shall solely be for the use of Customer and shall contain Steady's proprietary and other notices at all times.

2.2 Customer Responsibilities. Customer will: (i) cause Customer's Users, excluding Participants, to comply with this Agreement; (ii) be responsible for the Reports submitted to Customer and any other Participant Data Customer provides to Steady, which is maintained in Customer's system; (iii) use reasonable efforts to prevent unauthorized access or use of the Services and promptly notify Steady if Customer discovers any unauthorized access or use; and (iv) use the Services in accordance with this Agreement.

2.3 Restrictions. Only Users may use the Services and only with the account credentials created by or issued to that User. Users may not share their account credentials. Customer will not, and will not permit any third party to: (i) use the Services except as expressly authorized under this Agreement; (ii) interfere with or disrupt the integrity or performance of the Services; (iii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Services available; or (iv) remove any title, trademark, copyright, or restricted rights notices or labels from the Services.

2.4 Security. Each Party agrees to implement and maintain an information security program that includes appropriate administrative, technical, and physical safeguards reasonably designed to: (i) ensure the security and confidentiality of Participant Data; (ii) protect against any anticipated threats or hazards to the security or integrity of such information; (iii) protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any Participant; and (iv) dispose of Participant Data in a secure manner. In order to comply with the safeguard obligations generally described in this Section, each Party shall (1) designate an employee or employees to coordinate its information security program, (2) identify reasonably foreseeable internal and external risks to the security, confidentiality, and integrity of Participant Data that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of such information, and assess the sufficiency of any safeguards in place to control these risks. At a minimum, such a risk assessment should include consideration of risks in each relevant area of a Party's operations, including: (i) employee training and management; (ii) information systems, including network and software design, as well as information processing, storage, transmission, and disposal; and (iii) detecting, preventing, and responding to attacks, intrusions, or other systems failures, which shall include the use of commercially reasonable efforts to establish procedures and logging mechanisms for systems and networks that will allow tracking and analysis in the event there is a compromise, and maintain an audit trail history for at least three (3) months for review by the other Party; (3) design and implement information safeguards to control the risks identified through risk assessment, and regularly test or otherwise monitor the effectiveness of the safeguards' key controls, systems, and procedures; and (4) use commercially reasonable efforts to assure data security when disposing of any Participant Data.

2.5 Prohibitions. Under no circumstances may Customer: (i) modify, publicly display, translate, or create a derivative work of the Services or any portion of the Services or the results or proceeds thereof; (ii) decompile, reverse compile, decode, adapt, or otherwise attempt to derive or gain access to the source code, object code, underlying structure, storage design, or algorithms of the Services, disassemble or reverse engineer Income Passport, or grant any other person or entity the right or access to do so, without the advance written consent of Steady; (iii) copy, frame, or mirror any part or content of the Services, other than in Customer's intranets or otherwise for Customer's own internal purposes in connection with verifying Participant's eligibility for public assistance benefits; (iv) remove or alter any notice of proprietary right appearing on the Services without Steady's prior written consent; or (v) access the Services for any reason other than the Purpose, including to build a competitive product or service. Except as expressly authorized by this Agreement, Customer shall not unbundle, sublicense, assign, transfer, display, distribute, rent, or lease Income Passport or any portion thereof to any third party. Customer may not use any interface other than that contained within Income Passport to transfer data into the database portions of Income Passport without Steady's prior written approval.

2.6 Copyright and Title. As between the Parties, Customer acknowledges that Steady claims and reserves all rights and benefits afforded under federal and international copyright or other laws relating to Intellectual Property in Income Passport and any other information and materials furnished to Customer related to Income Passport and Services provided therewith (including any modified or derivative works based thereon). This Agreement does not affect any transfer of title or other interest in or to Income Passport or any other information and materials, and Customer hereby expressly disclaims any such interest therein. Steady shall remain entitled to enforce its rights and other interests in Income Passport and any other information and materials produced or disclosed in connection therewith. Customer shall use its best efforts to ensure that all permitted persons afforded access to Income Passport and any other information and materials produced or disclosed in connection therewith protect the same against unauthorized use, dissemination, or disclosure. Notwithstanding the aforementioned provisions, this Agreement does not alter the copyright and title provisions of the Master Agreement related to materials or information completely unrelated to Income Passport and the Services provided under this Agreement.

2.7 Reserved Rights. All rights not specifically granted to Customer related to Income Passport and the Services provided therewith hereunder are reserved by Steady. Nothing herein shall prevent Steady or its licensors from promoting, providing, licensing, or sublicensing Income Passport, or providing any Services to other parties.

2.8 Suggestions. Steady shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, ideas, technology, developments, derivative works, recommendations, or other feedback provided by Customer, including Participants, relating to the operation of the Services.

2.9 License from Customer. Subject to the terms and conditions of this Agreement, Customer shall grant to Steady a limited, non-exclusive and non-transferable license, to copy, configure, perform, display, and transmit Customer and Participant Data solely as necessary to provide the Services to Customer. Steady will prevent access or use of Customer Data by methods within Steady's control and promptly notify Customer if Steady discovers any unauthorized access or use. Steady shall undertake best efforts to ensure that Customer's Confidential Information is kept secure.

2.10 Participant Data. Customer acknowledges and agrees that in connection with the provision of the Services, Steady may use aggregated, de-identified, and anonymized Participant Data provided

by Participants to improve the Services, and to provide aggregated data, analytics, and recommendations to Customer, other customers, and other third parties. Customer further acknowledges and agrees that upon the request of any individual Participant, Steady will delete all Participant Data associated with such individual Participant without any obligation or requirement to first notify Customer. Steady acknowledges the deletion of Participant Data does not include Reports submitted to Customer.

SECTION 3. OBLIGATIONS OF THE PARTIES

3.1 General Technological Obligations. Customer shall have the sole responsibility for acquiring, installing, and maintaining its own technology environment and necessary equipment, including, but not limited to, a link for Participants to access Income Passport, to allow Participant and Steady to properly access, operate, and utilize Income Passport, including, without limitation, PCs, operating systems, servers, Internet access, Local Area Networks (LANs), and Wide Area Networks (WANs), for any communications or other costs incurred in operating, using, and servicing Income Passport, and for any expenses relating to the foregoing, except for updating/upgrading, maintaining, and supporting Income Passport through its web-based hosting, which Services Steady expressly agrees to provide. Customer shall be responsible for determining the suitability of Income Passport for its operations and whether Income Passport will achieve the results that Customer desires. Training related to Income Passport will be provided under the terms of the Statement of Work. Customer shall establish adequate operational back-up systems and procedures to ensure recovery and continuity of its systems and operations in the event of a failure. Customer shall be responsible for ensuring the accuracy of any data input made by Customer into Income Passport, verifying the accuracy of any results created or output by Income Passport prior to Customer use, and undertaking procedures to test, identify, and correct any errors or omissions relating to the foregoing. Customer shall be responsible for the security and confidentiality of any User names or passwords in use by Users that are employees, independent contractors or agents of Customer or for Participant User names and passwords hosted by Customer. Customer shall limit disclosure of such User names and passwords to its authorized representatives. Customer shall be solely responsible for any authorized or unauthorized access to Income Passport using such User names and passwords for Customer's authorized representatives, and any actions taken thereunder. Customer shall limit use of access to Income Passport solely to Users who require such use and access and shall undertake best efforts to ensure that Steady's Confidential Information and the Steady Intellectual Property related to Income Passport and the Services provided therewith are kept secure.

3.2 Access. As allowed based upon Customer's other legal obligations, Customer shall provide to Steady access to its personnel, facilities, databases, systems, information, security clearances, and any other reasonable assistance required for Steady to fulfill its obligations under this Agreement, and to ensure Customer's compliance with the terms and conditions of this Agreement. Additional details are provided in the SOW attachment.

3.3 Site Preparation. Customer agrees to prepare its equipment, at Customer's sole expense, for access to Income Passport in accordance with the specifications communicated to Customer by Steady. Customer will provide all assistance reasonably required by Steady to permit access to Income Passport.

3.4 Customer Information. Steady will provide the SaaS Services according to the information provided by Customer. If the information provided by Customer is incorrect, then Customer may need to purchase additional software, products, or Services to achieve full functionality.

3.5 Compliance with Laws. Customer and Steady shall comply with any and all local, state, federal, or other laws applicable to the use or disclosure of any data input into or output from the SaaS. Steady shall comply with any and all local, state, federal, or other laws applicable to the operations of Steady under this Agreement.

SECTION 4. SOFTWARE AND SERVICES

4.1 Maintenance and Support. For so long as Customer continues to comply with the terms of this Agreement, Steady shall provide the SaaS Services set forth in the Master Agreement, and Customer will have a remote access connection to access Income Passport of a speed and characteristic reasonably required by Steady. Customer's proper connectivity for which this Section calls shall be a condition precedent to Steady's warranty, maintenance, and support obligations. Steady will provide to Users reasonable assistance with the configuration and use of the Services as set forth in the Master Agreement, SaaS, and Statement of Work. Such support shall include using commercially reasonable efforts to enable Income Passport availability 24 hours a day, 7 days a week, with a target of 99.9% system uptime, defined as the amount of time in a calendar month (calculated in minutes) that the system is available and capable of receiving, processing, and responding to incoming transaction requests, except for: (i) planned maintenance downtime as set forth on the website for the Income Passport Services or in a written notice provided to Customer; and (ii) any unavailability caused by circumstances beyond Steady's reasonable control, including a force majeure event as defined under the Master Agreement.

4.2 Personally Identifiable Information. Steady will collect, use, and process any personally identifiable data about Participants to which Steady has access in accordance with the Master Agreement and Steady's Terms of Service and Privacy Policy made available on Steady's website, as may be updated from time to time.

4.3 Additional Services. Customer may engage Steady to provide certain hosting, installation, implementation, development, customization, training, data conversion, and other services beyond those set forth in the Master Agreement, SaaS Agreement, and Statement of Work for an additional fee. Customer acknowledges that data conversion is subject to the likelihood of human and machine errors, omissions, delays, and losses, including inadvertent loss of data or damage to media that may give rise to loss or damage, and that Steady shall not be liable for any such errors, omissions, delays, or losses unless caused by its gross negligence or intentional misconduct.

SECTION 5. TERM & TERMINATION

5.1 Term. This Agreement shall remain in effect for the duration of Customer's use of Income Passport under the Master Agreement unless otherwise terminated as allowed herein.

5.2 Termination. The Parties agree that the termination provisions of the Master Agreement shall apply to this Agreement. Additionally, Steady may immediately terminate this Agreement upon written notice to Customer in the event Customer violates any Steady Intellectual Property rights or otherwise breaches the provisions of Sections 2, 3, or 8 of this Agreement. Upon the termination or expiration of this Agreement, Customer's access to Income Passport and Steady's obligations to provide access to Income Passport and Services shall immediately and automatically terminate, Customer shall cease all access to and use of Income Passport, and Customer shall not thereafter use, advertise, or display any Steady Intellectual Property.

5.3 Return of Data Upon Termination. Steady will store Participant Data in accordance with its Terms of Service and Privacy Policy made available on Steady's website, and as otherwise set forth in an applicable Statement of Work. Upon termination of this Agreement, each Party will erase, destroy, or return, at such Party's expense, all Confidential Information of the other Party in its possession. If requested, the other Party will certify in writing to the requesting Party that its Confidential Information has been erased, destroyed, or returned. If this Agreement is terminated, Steady shall, within fifty (50) days of termination, deliver to Customer copies of Reports submitted to Customer by Participants prior to the termination date.

SECTION 6. LIMITED WARRANTIES, DISCLAIMER & LIMITATION OF LIABILITY

6.1 Limited Warranty. For Income Passport, which is hosted by Steady, Steady warrants that, unless expressly provided otherwise elsewhere in the Master Agreement, the Services will in each instance: (1) conform to the requirements of the Master Agreement; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Master Agreement.

6.2 Defects. In the event Customer discovers a defect covered by this limited warranty, Customer shall notify Steady of the defect within ten (10) days of discovery by Customer of the defect and provide Steady with any and all information deemed by Steady to be necessary to diagnose and resolve such defect. STEADY IS NOT RESPONSIBLE FOR ANY DEFECT CAUSED BY OR THAT OTHERWISE RESULTS FROM MODIFICATIONS, MISUSE, OR DAMAGE TO INCOME PASSPORT MADE, PERMITTED, OR OTHERWISE CAUSED BY CUSTOMER OR ANY PARTICIPANT IN WHOLE OR IN PART. THE FOREGOING LIMITED REMEDY IS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE FOREGOING LIMITED WARRANTY.

6.3 Disclaimer. WITH THE EXCEPTION OF THE LIMITED WARRANTIES SET FORTH IN SECTIONS 6.1 AND 6.2, INCOME PASSPORT AND ANY SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND STEADY HEREBY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, RELATING TO INCOME PASSPORT OR ANY SERVICES PROVIDED PURSUANT TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT, OR ANY WARRANTY, GUARANTEE, OR REPRESENTATION REGARDING THE USE, OR THE RESULTS OF THE USE OF INCOME PASSPORT IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. STEADY DOES NOT WARRANT THAT INCOME PASSPORT WILL BE ERROR-FREE IN ALL CIRCUMSTANCES. CUSTOMER ACKNOWLEDGES AND AGREES THAT CERTAIN DATA IS PROVIDED BY CUSTOMER AND OTHER SOURCES, AND STEADY DOES NOT VERIFY, ERROR-CHECK OR WARRANT THE ACCURACY OR FITNESS OF ANY SUCH INFORMATION. THE SAAS IS NOT A BACKUP SERVICE FOR STORING CONTENT OR OTHER DATA, AND STEADY SHALL HAVE NO LIABILITY REGARDING ANY LOSS OF DATA. CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR CREATING BACKUPS OF ANY DATA PROVIDED. STEADY MAKES NO WARRANTY AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH REGARD TO ANY RELATIONAL DATABASE SOFTWARE OR SERVERS, OR ANY THIRD PARTY HARDWARE, EQUIPMENT OR SOFTWARE WITH WHICH THE SAAS MAY BE REQUIRED TO COMMUNICATE OR OPERATE.

6.4 Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL STEADY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTIES FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES FOR ANY MATTER ARISING FROM OR RELATING TO THIS AGREEMENT, ANY SERVICES PROVIDED HEREUNDER, INCOME PASSPORT, OR THE INTERNET GENERALLY, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S OR PARTICIPANT'S USE OR INABILITY TO ACCESS AND USE INCOME PASSPORT, ANY CHANGES TO OR INACCESSIBILITY OF INCOME PASSPORT, DELAY, FAILURE, UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY TRANSMISSION OR DATA, ANY MATERIAL OR DATA SENT OR RECEIVED OR NOT SENT OR RECEIVED, OR THE ACCURACY OF ANY DATA OR INFORMATION PROVIDED BY OR THROUGH INCOME PASSPORT, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE AND EVEN IF STEADY WAS INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT THAT, DESPITE THE LIMITED REMEDY PROVIDED IN SECTIONS 6.1 AND 6.2, STEADY IS FOUND LIABLE FOR DIRECT DAMAGES, IN NO EVENT SHALL STEADY'S TOTAL LIABILITY FOR DIRECT DAMAGES EXCEED AN AMOUNT EQUAL TO THE TOTAL FEES PAID BY CUSTOMER WITHIN THE IMMEDIATELY PRECEDING TWELVE-MONTH PERIOD FOR THE SERVICES. THE DISCLAIMER OF WARRANTIES AND THE LIMITATION OF LIABILITY AND REMEDY ARE A REFLECTION OF THE RISKS ASSUMED BY THE PARTIES IN ORDER FOR STEADY TO PROVIDE AND FOR CUSTOMER TO OBTAIN ACCESS TO INCOME PASSPORT AND SERVICES FOR THE SPECIFIED FEES.

6.5 Indemnification by Customer. Customer shall indemnify, defend, and hold Steady, and its officers, members, managers, employees, agents, and affiliates (each, a "Steady Indemnified Party") harmless from and against any and all costs, liabilities, losses, and expenses, including, but not limited to, reasonable attorneys' fees and court costs resulting from or arising out of any claim, suit, action, arbitration, or proceeding brought or threatened by a third party against any Steady Indemnified Party relating to: (a) a breach or alleged breach by Customer of any of its representations, warranties, covenants, or obligations hereunder, (b) Customer's use, misuse, or failure to use Income Passport, or (c) infringement or misappropriation of any Steady Intellectual Property or the Intellectual Property rights of any third party by Customer, provided that such cost, liability, loss, or expense was not caused solely by the gross negligence or intentional misconduct of Steady.

6.6 Indemnification by Steady. Steady shall indemnify, defend, and hold Customer and its officers, members, managers, shareholders, directors, employees, agents, and affiliates (each, a "Customer Indemnified Party") harmless from and against any and all costs, liabilities, losses, and expenses, including, but not limited to, reasonable attorneys' fees and court costs resulting from or arising out of any claim, suit, action, arbitration or proceeding brought by a third party against any Customer Indemnified Party relating to infringement of any United States patent or copyright by Customer's use of Income Passport, provided that such cost, liability, loss, or expense was not caused, in whole or in part, by an unauthorized change, modification, or adaptation of Income Passport by Customer. Steady may, at its option, secure at its own expense a right for Customer to continue to use Income Passport. Steady's obligation to indemnify is conditioned upon Customer giving Steady immediate notice of any such charge of infringement, allowing Steady to control the defense and any settlement negotiations, and cooperating fully in resolving or defending such charges.

6.7 Limited Application of Section 6. The Parties agree that the terms of Section 6 of this Agreement are applicable only to Income Passport and the Services related thereto. Such provisions shall not be applicable to other services or deliverables to be performed under the Master Agreement.

SECTION 7. RELATIONSHIP OF THE PARTIES

7.1 Relationship of the Parties. The relationship of Steady and Customer established by this Agreement shall be solely that of independent contractors, and nothing herein shall create or imply any other relationship. Nothing in this Agreement shall be construed to give either Party the power to direct or control the daily activities of the other Party. Steady does not grant Customer or any of Customer's representatives the power or authority to make or give any agreement, statement, representation, warranty, or other commitment on behalf of Steady, or to enter into any contract or otherwise incur any liability or obligation, express or implied, on behalf of Steady, or to transfer, release, or waive any right, title, or interest of Steady. Steady shall have the right to determine the method, details, and means of performing any Services pursuant to this Agreement. Steady shall have the sole right to designate the appropriate personnel necessary to accomplish any Services to be performed related to Income Passport and the Services related thereto.

7.2 Customer Expenditures. Customer acknowledges and agrees that any expenses it incurs in furtherance of this Agreement are voluntary in nature and are made with the knowledge that this Agreement may expire or be terminated as provided herein. Customer shall make no claim against Steady, and Steady shall not be liable with respect to the recoupment of any expenditures or investment made by Customer.

SECTION 8. INTELLECTUAL PROPERTY RIGHTS

8.1 Intellectual Property Rights. Customer shall own all right, title, and interest in and to all Customer Data and Reports submitted to Customer by Participants. During the term of this Agreement, Customer grants Steady a non-exclusive, royalty-free, non-transferable right to access and use Customer Data and Reports submitted to Customer to provide Services to Customer and to monitor and improve Services. Steady shall have and retain sole ownership of all Intellectual Property comprising Income Passport and any Work Product created pursuant to this Agreement as well as any modifications or enhancements made thereto (collectively, the "Steady Intellectual Property"), with the sole exception of any content or data provided by Customer. Steady hereby grants to Customer and its Participants the limited right to access and use Income Passport pursuant to the terms and conditions of this Agreement.

8.2 Ownership of Work Product. All Work Product (with the exception of any Customer deliverables including content or data provided by Customer and Reports submitted to the Customer) shall be owned by Steady, and nothing in this Agreement shall operate to transfer ownership to Customer.

8.3 Confidential Information. During the course of performance of this Agreement, either Party may disclose to the other certain Confidential Information. In addition to the duty of a Party to comply with criminal and civil laws (including, but not limited to, applicable state trade secrets laws, U.S. patent and copyright law, applicable U.S. import and export control statutes and regulations, and the Economic Espionage Act), the Party receiving Confidential Information shall exercise all reasonable care to preserve and protect the Confidential Information from any unauthorized access, use, disclosure, or theft. For purposes of this Agreement, "reasonable care" shall be at least the same level

of care and discretion that is used by the receiving party to protect the trade secrets or other Confidential Information of the receiving party. In any event, the receiving party shall be non-negligent in handling the Confidential Information disclosed by the other Party. The receiving party shall restrict access to the Confidential Information to only those receiving party employees, affiliates, parents, agents, counsel, consultants, and advisors who directly participate in the activities covered by this Agreement, and who have a legitimate need to know that Confidential Information for purposes of this Agreement, and who also agree to be bound by terms and conditions consistent with this Agreement, provided that the receiving party shall remain liable for compliance by its employees, affiliates, parents, agents, counsel, consultants, and advisors. Confidential Information shall not be reproduced by the receiving party in any form except as required to accomplish the intent of this Agreement. The receiving party shall notify the disclosing party, in writing, promptly after the receiving party becomes aware of any unauthorized access, use, disclosure, or theft of the Confidential Information and shall identify actions taken by the receiving party to contain and prevent further unauthorized access, use, disclosure, or theft of the Confidential Information. Notwithstanding any other provision of this Agreement, the obligations of the receiving party under this Section shall survive the expiration or termination of this Agreement.

8.4 Compliance with Law or Court Order. The receiving party may produce information in compliance with any law, court, or administrative order. The receiving party shall give the disclosing party reasonable notice under the circumstances and to the extent permitted by law that such Confidential Information is being sought by a third party so as to afford the disclosing party, at disclosing party's cost, the opportunity to limit or prevent such disclosure. Unless otherwise expressly provided herein, all files, lists, records, documents, drawings, documentation, end-user materials, specifications, equipment, and computer programs that incorporate or refer to any Confidential Information shall be returned, deleted, or destroyed by the receiving party promptly upon termination or expiration of this Agreement.

8.5 Notification. Customer shall immediately notify Steady of any determination, discovery, or notification that any person or entity is or may be misusing or infringing any Steady Intellectual Property.

8.6 Remedies. Customer agrees that a breach of Sections 2, 3, 8.1, 8.2, 8.3, or 8.4 will cause Steady irreparable injury and damage. The Parties expressly agree that Steady shall be entitled to injunctive and other equitable relief to prevent such a breach, in addition to any other remedy to which Steady might be entitled. The Parties waive the posting of any bond or surety prior to the issuance of an injunction hereunder. In the event a court refuses to honor the waiver of bond hereunder, the Parties expressly agree to a bond in the amount of $100.00. All remedies for such a breach shall be cumulative and the pursuit of one remedy shall not be deemed to exclude any other remedy with respect to the subject matter hereof.

8.7 Applicability of Section 8. The Parties agree that the terms of Section 8 of the Agreement are applicable only to Income Passport and the Services related thereto. Such provisions shall not be applicable to other services or deliverables to be performed under the Master Agreement.

SECTION 9. GENERAL PROVISIONS

9.1 Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior agreements, both oral and written, with respect to the subject matter hereof. Except as otherwise provided herein, no amendment

or modification of this Agreement shall be effective unless in writing and signed by both Parties. No use of trade or other regular practice or method of dealing between the Parties shall be used to modify, interpret, supplement or alter in any manner the terms of this Agreement.

9.2 Multiple Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree that this Agreement may be executed by facsimile or electronic (including PDF) signature.

9.3 Severability. If any term or provision of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining terms and provisions of this Agreement shall remain in full force and effect, and such invalid, illegal, or unenforceable term or provision shall be deemed not to be part of this Agreement.

9.4 Governing Law; Venue. This Agreement shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of Missouri.

9.5 Notices. Any notice required hereunder shall be delivered by either Party to one another and shall be deemed sufficient when deposited in the United States mail, postage prepaid, transmitted by facsimile, transmitted by email, or hand-carried and presented to an authorized employee of a Party.

9.6 Survival. The provisions of all Sections shall survive the termination or expiration of this Agreement and shall remain in full force and effect.

9.7 Waiver. Except as specifically provided in a written waiver signed by a duly authorized representative of the Party seeking enforcement, the failure to enforce or the waiver of any term of this Agreement shall not constitute the waiver of such term at any time or in any circumstances and shall not give rise to any restriction on or condition to the prompt, full and strict enforcement of the terms of this Agreement.

9.8 Assignments and Benefit. Upon written notice to Customer, Steady may assign this Agreement and transfer all its rights and obligations hereunder to its respective successors (whether by purchase of stock or assets, merger, operation of law, or otherwise). Customer may not assign this Agreement without the prior written consent of Steady. This Agreement shall be binding upon and shall inure to the benefit of Customer and Steady and their successors and permitted assigns, subject to the other provisions of this Section.

9.9 Force Majeure. Each Party to this Agreement shall be excused from any delay or failure in its performance hereunder, other than for payment of money, caused by any disruption or slow speed of the Internet, break-downs of security or introduction of computer viruses (and the like) by third parties any and all acts of God, strikes, lockouts, other industrial disturbances, acts of the public enemy, laws, rules, regulations and orders of governmental or quasigovernmental entities, travel restrictions, wars or warlike action, arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism or terrorist threats, epidemics, pandemics, lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage or accidents to equipment or machinery, threats of bombs or similar interruptions, confiscation or seizure by any government or public authority, nuclear reaction, radioactive contaminations, accidents or any other causes, whether of the kind herein enumerated or otherwise that

are not reasonably within the control or caused by the Party claiming the right to delay the performance on account of such occurrence.

9.10 Publicity. Customer grants Steady the right to refer to the name of Customer in Steady's customer listings, on its website, or in a marketing brochure, User profile, or press release.

9.11 Third Parties. Nothing in this Agreement, express or implied, shall create or confer upon any person or entity not a named Party to this Agreement any legal or equitable rights, remedies, liabilities or claims with respect to this Agreement, except as expressly provided herein.

9.12 Non-Exclusive Service. Customer acknowledges that the Services are provided on a non-exclusive basis. Nothing shall be deemed to prevent or redirect Steady's ability to provide Services or any other technology to other parties.

9.13 Authority. The undersigned representatives of the Parties represent and warrant that this Agreement is being executed pursuant to direction and approval by their respective organizations.

9.14 Headings. The headings in this Agreement are for information and convenience only and shall not affect the construction thereof.

9.15 Audit. Steady will assist the Customer with audits by a third-party or independent assessor, as reasonably requested. Steady will cooperate with the Customer regarding state or federal audits or reviews and will provide requested information within a mutually agreed upon time.

9.16 Dispute Resolution. The Parties will make good faith efforts to first resolve internally any dispute under this Agreement by escalating it to higher levels of management. Except for claims related to Sections 2 and 8, any dispute, controversy, or claim arising out of, relating to, involving, or having any connection with this Agreement, including any question regarding the validity, interpretation, scope, performance, or enforceability of this dispute resolution provision, will be exclusively and finally settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and the AAA Optional Procedures for Large, Complex Commercial Disputes. The arbitration will be conducted in the capital city of Customer by a single arbitrator knowledgeable in contracts, the commercial aspects of "software as a service" arrangements, and intellectual property. The Parties will mutually appoint an arbitrator within thirty (30) days of the arbitration notice. If the Parties cannot mutually agree on an arbitrator, then they shall both individually select an arbitrator who shall then collectively appoint the arbitrator. The Parties will be entitled to engage in reasonable discovery including requests for production of relevant non-privilege documents. Depositions and interrogatories may be ordered by the arbitrator upon a showing of need. The award will be in accordance with the applicable law, will be in writing, and will state the reasons upon which it is based. The arbitrator will have no power to modify or abridge the terms of this Agreement. The Parties shall equally divide the arbitration fees and other cost of participating in the arbitration action. The existence of any dispute under this Agreement shall in no way affect the duty of the Parties to continue to perform their obligations, pursuant to this Agreement, pending resolution of their dispute. Notwithstanding any provision of this Agreement to the contrary, each Party acknowledges that any breach of a Party's obligations with respect to the other Party's rights under Sections 2 and 8 will result in irreparable injury for which money damages

will not be an adequate remedy and that, in such event, the nonbreaching Party may be entitled to injunctive relief in addition to any other relief a court may deem proper.

SOFTWARE LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement ("Agreement") is made and entered into as of _____, **2025** ("Reference Date"), by and between **Agile Fleet, Inc.** 14101 Willard Rd., Ste. A, Chantilly, VA 20151 ("Vendor"), and _____ ("Client").

In consideration of valuable consideration and the mutual promises herein contained, the parties agree as follows:

1. Definitions.

The following terms, when used in this Agreement, shall have the following meanings:

1.1. "Confidential Information" means non-public information disclosed by a party to this Agreement to the other party. Confidential Information shall be limited to the Software and Documentation, related data supplied for proper installation and all other non-public information clearly identified by the disclosing party as confidential. All Confidential Information that is orally disclosed by a party shall be reduced in writing to the receiving party within ten days of disclosure or else disclosed information shall not be deemed to be Confidential Information.

1.2. "Licensed Software" or "Software" means the source, object, or executable code version of the computer programs, improvements, modifications, extensions, enhancements, and Updates for the modules that are provided by Vendor to Client, as listed in Attachment A (Licensed Software Listing).

1.3. "Documentation" means Vendor's training course materials, system specifications, hardware requirements, technical manuals, and all other user instructions regarding the capabilities, operation, installation and use of the Licensed Software, including all online help files and other user instructions. "Documentation" does not include source code.

2. Software License.

2.1. *License Grant*. Subject to the terms and conditions of this Agreement, Vendor grants to Client a world-wide, software as a service, enterprise, non-transferable (except as provided herein) license to use the Licensed Software by all users authorized by Client, including without limitation, employees, agents (such as outsourcers, consultants and independent contractors), and all other affiliated entities. For purposes of this Section, the term "Client" shall include Client and its affiliates, and their respective employees and authorized contractors and agents.

2.2. *License Software Use Restrictions*. Except as permitted in this Agreement, Client's use of the Licensed Software shall be subject to the following restrictions:

2.2.1. The Licensed Software shall be used solely for Client's business purposes;

2.2.2. Client shall not cause the Licensed Software in any way to be disassembled, decompiled or reverse engineered nor shall any attempt to do so be undertaken or permitted;

2.2.3. Client shall not make the Licensed Software available for access or use by any person or entity other than Client's employees and authorized contractors and agents. Notwithstanding the foregoing, Client may serve as a service bureau for its affiliates provided such affiliates are listed and identified in Attachment A;

2.2.4. Client shall adhere to the license limits for each module of the Licensed Software.

2.2.5. Client shall not copy, translate, port, modify, or make derivative works of the Licensed Software, unless otherwise allowed by this Agreement.

2.3. *Ownership*. This Agreement does not grant to Client any ownership interest in the Licensed Software. Rather, Client is granted a license to use the Licensed Software as provided in this Agreement. Client hereby agrees and acknowledges that Vendor owns all right, title, and interest in the Licensed Software. Any copy, modification, revision, enhancement, adaptation, translation, or derivative work of or created from the Licensed Software made by or at the direction of Client shall be owned solely and exclusively by Vendor, as shall all patent rights, copyrights, trade secret rights, trademark rights, and all other proprietary rights, worldwide (all of the foregoing rights taken together being referred to collectively herein as "Intellectual Property Rights") therein and thereto.

2.4. *Copyright*. The Licensed Software contains material that is protected by United States copyright law and trade secret law, and by international treaty provisions. All rights not granted to Client by this Agreement are expressly reserved by Vendor. Client shall not remove any proprietary notice of Vendor from any copy of the Licensed Software.

2.5. *Vendor Hosted*. Vendor provides all computers, software, licenses, and support in the Vendor-hosted environment.

2.6. *Delivery*. Client will be deemed to have accepted the Licensed Software on date site creation is completed.

3. Maintenance.

3.1. *General Obligations.* Subject to Client's payment of the annual technical support and software maintenance fees set forth in Exhibit A, Vendor will provide Client access to all releases, updates, patches, service packs, improvements, and new versions of Licensed Software ("Updates"). For clarity, Client is entitled to all Updates to the right and the left of the decimal point in Vendor numbering scheme of Licensed Software. Vendor will provide Client (via a Client-dedicated, single point of contact) with unlimited telephone and email support regarding use and operation of the Licensed Software. Vendor from time to time will require access to Client's database. Client agrees to provide access as required to support software upgrades, technical support, and license compliance checks. Access is provided via secure methods. No data mining is performed. No data is disclosed outside of Agile Fleet, Inc.

3.2. *Supported Releases.* Vendor agrees to provide support for the current and one prior release of the Licensed Software under this Agreement.

3.3. In the event Vendor removes a material function ("Function") found in any Licensed Software by Vendor to Client hereunder ("Initial Product") from a subsequent version or release of such Licensed Software, whether such removal occurs via Services purchased by Client for the Initial Product or otherwise, and that Function appears in another product ("Additional Product") Vendor makes commercially available, then Client, at Client's sole discretion and without forfeiting rights to Initial Product, shall be entitled to receive an equal quantity of licenses for the Additional Product as Client had rights in the Initial Product at no additional license or Maintenance charge provided that Client is current on Services at the time Vendor removes the Function from the Initial Product.

3.4. *SaaS Fees*. Technical support and software maintenance will be provided under the SaaS license purchase by the Client. Vendor may increase SaaS fees annually no greater than five (5%) percent for the first and all subsequent SaaS renewals. If the license size increases and/or

additional modules are purchased, then the price for SaaS may increase accordingly. Custom development outside of a standard implementation could require additional professional service hours and could affect the annual costs for the SaaS license.

3.5. *Standard Technical Support Hours of Operation*. Vendor will provide e-mail and telephone support. Support is offered Monday through Friday 7:30 a.m. to 7:00 p.m. Eastern Standard Time, exclusive of federal holidays, with an eight (8) hour response time. All support requests to Vendor personnel will be directed through one Client contact. After hours' technical support may be billed at Vendor's professional services hourly rate. After hours' technical support requests will be considered by Vendor on a case-by-case basis and approved in writing by Client prior to scheduling.

3.6. *Professional Service Rate*. Vendor will bill Client for professional services at the hourly rate of $205.00. Professional service fees include but are not limited to assistance in developing custom transition plans for migration from legacy processes to new processes, review and analysis of FleetCommander operations, metrics and reports, developer assistance with data import/manipulation, additional training, on-site maintenance or other tasks as agreed. Vendor will provide Client with a written Change Request ("CR"), specifying the scope of work to be provided and estimated number of professional service hours for completion. CR's must be approved by Client prior to scheduling. Custom development outside of a standard implementation could require additional professional service hours and could affect the annual costs for SaaS license.

3.7. *Internet-based Administrator Training*. Using web-conferencing tools, Vendor will instruct up to 10 Client representatives on the operation of the FleetCommander application. Client will be responsible for training additional employees. On-site training incurs an additional cost as well as reasonable and actual travel and living expenses. Estimates for these costs will be submitted to Client before traveling and approved prior to scheduling.

3.8. *Case Study Participation*. Provide input to a case study reflecting Licensed Software's use in Client's environment. This is not an endorsement, but rather factual input based on actual Licensed Software use. Case studies are used to assist Vendor's prospects in understanding how Licensed Software is used to manage other fleets. Information to be provided and potentially published by Vendor includes: Client name, fleet characteristics, strengths and weaknesses of Licensed Software with respect to managing Client's fleet, and "My Biggest FleetCommander Success" story.

3.9. *Return Material Authorization.* Notification and Return Material Authorization. Proper notification will be deemed to have occurred only after (i) Client has in good faith worked with technical support team by telephone at 571-498-7555 ext. 2 or email fcsupport@agilefleet.com to evaluate, troubleshoot and test any Hardware that appears to have a Defect; (ii) if the technical support team determines that the Hardware appears to have a warranted Defect that cannot be repaired through telephone support or over the air programming. Technical support will authorize and assign a Return Material Authorization Number ("RMA") for the Hardware.

3.10. *Warranty and Repair Process.* Client, at its own cost, shall uninstall the Hardware and the facility and return it, securely packaged, to a designated facility for repair with the assigned RMA clearly visible on each shipping form and carton. Inbound shipping will be paid by Client and outbound standard ground shipping for warranty service will be borne by Vendor, with Client bearing all risk of loss during inbound transit. Any other shipping requested by Client will be at Client's sole cost. Client consents to Licensed Technology

updates or upgrades being installed with respect to any Hardware. Hardware returned for repair under warranty that is determined to not be covered by warranty will be charged to Client at a flat diagnostic/repair rate (10% markup to actual costs). Repair services for Hardware that is outside its warranty period may not be available and replacement may be required. If non-warranty repairs are requested and are available, the diagnostic/repair costs will be set forth in the RMA and Client's delivery of the Hardware by Client support constitutes agreement to these charges. Client shall be responsible for the Installation and the payment of any Taxes, shipping or other charges or fees associated with each repaired or replaced Hardware unit. On-site troubleshooting services are not covered under warranty and are available to Client only upon request and will be subject to a separate agreement.

4. Term. This Agreement shall be effective as of the Reference Date and shall remain in effect in perpetuity unless terminated earlier in accordance with this Agreement.

4.1. *Termination.* Client or Vendor may terminate this Agreement for a material breach of this Agreement by either party as long as thirty (30) days written notice specifying the events or circumstances giving rise to the notice. The termination shall not become effective unless, after the lapse of forty-five (45) day remedy period, Client or Vendor has failed to remedy the events or circumstances specified in the notice or propose a reasonable plan for remedying them.

4.2. *Effect of Termination.* Immediately upon termination of this Agreement, Client shall return or destroy all Software and Documentation and all copies thereof in any form, whether partial or complete, and whether or not modified by Client.

4.3. *Survival of Obligations.* The following obligations shall survive termination of this Agreement. (i) all obligations regarding use or disclosure of Confidential Information; (ii) all obligations to indemnify or protect proprietary information; and (iii) all obligations to make payments of amounts or fees owed or accrued prior to termination. Specifically, the parties' rights and obligations under Sections 2.2, 2.3, 4, 9, 12 shall survive termination of this Agreement.

5. Fees and Payment.

5.1. *License and Maintenance Fees*. Client shall pay the license, maintenance, and other fees set forth in Exhibit A.

5.2. *Taxes*. Client shall pay applicable taxes including and not limited to all federal, state, and local taxes, government fees as well as sales, use, excise, and value added taxes. Exempt Clients are required to provide Vendor with a tax exemption certificate prior to use of the software on annual basis.

5.3. *Payment*. Unless provided otherwise herein, Client agrees to pay all amounts due under this Agreement within thirty (30) days upon receipt of invoice.

5.4. *Late Penalty*. Failure to provide payment by the first day of the billed period will result in ongoing monthly late payment fees of 1.5% of the total outstanding invoice. Vendor also reserves the right to discontinue services due to non-payment.

5.5. *Additional Software and Hardware*. Client will be invoiced for any additional software and/or hardware and shipping costs. Vendor shall reserve the right to require Client's payment in advance, in full or part, prior to ordering for additional software and hardware costs not covered in Exhibit A.

5.6. *Billing Milestones*.

Milestone Payment Schedule		
Milestone	**Acceptance Criteria**	**Payment**
Project Kickoff	Establishment of FleetCommander site and completion of the Kickoff Meeting	FleetCommander Annual Software as a Service Offering Fees as detailed in Exhibit A – Fees.
Key Control Hardware	Receipt of the Key Control Hardware and Related Components	Key Control Solution or Hardware-as-a-Service Fees as detailed in Exhibit A – Fees.
Professional Services	Delivery of System Set Up, Configuration and Training Services	Professional Service Fees as detailed in Exhibit A – Fees.
Custom Development	Custom Development and System Integration(s) Installed	Professional Service Fees as detailed in Exhibit A – Fees.
System Go Live	Completion of Training / First Production Use of System	Final billing for any remaining/outstanding components within 10 days of mutually agreed Project Plan completion date or first production use of the system, whichever occurs first.

6. Limited Warranty.

6.1. *Licensed Software*. Vendor warrants that the Licensed Software shall perform substantially in accordance with the requirements of this Agreement and, solely to the extent not inconsistent with the documentation for the term of Agreement. Vendor shall not be responsible for any errors or nonconformities in the Licensed Software resulting from Client's failure to use the Licensed Software in conformance with this Agreement or modification of the Licensed Software by Client.

6.2. *Hardware*. Vendor warrants that the Hardware shall perform substantially in accordance with the requirements of this Agreement and, solely to the extent not inconsistent with the documentation for the term of Agreement. Vendor shall not be responsible for any errors or nonconformities in the Hardware resulting from Client's failure to use the Hardware in conformance with this Agreement or modification of the Hardware by Client.

6.3. *Services*. Vendor warrants that all services provided by Vendor to Client under this Agreement shall be performed in a workmanlike manner and in accordance with industry best practices and standards.

6.4. *Viruses and Disabling Mechanisms*. Vendor shall use commercially reasonable measures to screen the Licensed Software to avoid introducing any virus or other destructive programming that are designed (i) to permit unauthorized access or use by third parties to the software installed on Client's systems, or (ii) to disable or damage Client's systems. Vendor shall not insert into the Licensed Software any code or other device that would have the effect of disabling or otherwise shutting down all or any portion of the Licensed Software, except as such capabilities are included in the off-the-shelf Licensed Software in the form of a payment key or product key. In the event a payment key is included in the Licensed Software in a Client-hosted environment, the payment key shall be set to expire no less than 30 days after the payment due date identified in Section 5.3. Vendor shall not invoke any new code or other device at any time or modify the payment key, including upon expiration or termination of this

Agreement for any reason. Client shall not modify or disable the payment key or product key at any time.

6.5. *Infringement*. To the best of Vendor's knowledge, Client's permitted use of the Licensed Software will not infringe the intellectual property rights of any third party.

6.6. *No Litigation*. Vendor further warrants there is no pending or threatened litigation that would have a material adverse impact on its performance under this Agreement.

6.7. *Authority*. Vendor has the full power, capacity and authority to enter into and perform this Agreement and to make the grant of rights contained herein.

6.8. *Compliance with Applicable Law*. Vendor warrants that the services provided under this Agreement and Client's permitted use of the Licensed Software shall comply with applicable federal, state, and local laws and regulations.

7. **Disclaimer of Warranties**. EXCEPT AS PROVIDED IN SECTION 7, VENDOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VENDOR DOES NOT WARRANT THAT THE PRODUCTS WILL MEET CLIENT'S REQUIREMENTS, THAT THE LICENSED SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM, OR THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE LICENSED SOFTWARE WILL BE CORRECTED. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE IS ASSUMED BY CLIENT. FURTHERMORE, EXCEPT AS PROVIDED IN SECTION 7, VENDOR DOES NOT WARRANT OR MAKE ANY REPRESENTATION REGARDING THE USE OR THE RESULTS OF THE USE OF THE LICENSED SOFTWARE OR RELATED DOCUMENTATION IN TERMS OF THEIR CORRECTNESS, ACCURACY, QUALITY, RELIABILITY, APPROPRIATENESS FOR A PARTICULAR TASK OR APPLICATION, CURRENTNESS, OR OTHERWISE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY VENDOR OR VENDOR'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF WARRANTIES PROVIDED IN THIS AGREEMENT.

8. **Limitation of Liability**. IN NO EVENT SHALL VENDOR BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH USE OF OR INABILITY TO USE THE LICENSED SOFTWARE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF VENDOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. VENDOR'S TOTAL LIABILITY TO CLIENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED ONE (1) TIMES THE PURCHASE PRICE. THE LIMITATIONS PROVIDED IN THIS SECTION SHALL APPLY EVEN IF ANY OTHER REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

9. **Indemnification**. Vendor, at its own expense (including payment of attorney's fees, expert fees and court costs) shall defend and hold harmless Client and its directors, officers, agents, employees, affiliates and successors in interest against any loss, cost, damage, liability, or expense from any and all third party claims that the License Software infringes any patent, copyright, trade secret, or other

proprietary right of a third party and shall indemnify and hold harmless Client and its directors, officers, agents, employees, subsidiaries and successors in interest from any amounts assessed against them in a resulting judgment or amounts to settle such claims, provided that Client (a) gives Vendor prompt written notice of any such claim, (b) permits Vendor to control and direct the defense or settlement of any such claim, and (c) provides Vendor all reasonable assistance (at the expense of Vendor) in connection with the defense or settlement of any such claim. If the Licensed Software is, or is likely to be, the subject of an infringement claim, Vendor, at its expense, shall: (i) procure the right to allow Client to continue to use the Licensed Software; or (ii) modify or replace the Licensed Software or infringing portions thereof to become non-infringing, without loss of material functionality. Notwithstanding the foregoing, Vendor shall have no obligations under this Section solely to the extent any infringement claim is based upon or arising out of (i) any modification or alteration to the Licensed Software not approved by Vendor, (ii) any combination or use of the Licensed Software with products or services not supplied by Vendor or approved in writing by Vendor in advance of such combination, or (iii) use of the Licensed Software not in accordance with the applicable Documentation or outside the scope of the license granted under this Agreement.

10. **Independent Contractor**. Vendor acknowledges that it is at all times acting as an independent contractor under this Agreement and except as specifically provided herein, not as an agent, employee, joint venture, or partner of Client.

11. **Notices**. Any notices required or permitted to be given hereunder by either party to the other shall be in writing and shall be deemed duly given or made if delivered: (1) by United States first class registered or certified mail, postage prepaid, return receipt requested; or (2) by bonded courier or by a nationally recognized overnight delivery company; or , in each case, addressed to the parties as follows (or to such other addresses as the parties may request in writing by notice given pursuant to this Section):

If to Vendor:

_____

_____

Agile Fleet, Inc.

14101 Willard Road; Suite A

Chantilly, VA 20151

If to Client:

_____

_____

_____

_____

_____

12. **Confidentiality.** Both parties shall treat all information provided by the other party in the strictest confidence and shall not reveal such information to anyone other than parties' own employees and contractors.

13. **GOVERNING LAW; EXCLUSIVE JURISDICTION; EXCLUSIVE VENUE:** This Agreement is entered into in Virginia and shall be governed by and construed in accordance with the substantive law (and not the law of conflicts) of the Commonwealth of Virginia. Courts of competent authority located in Fairfax County, Virginia shall have sole and exclusive jurisdiction of any action arising out of or in connection with the Agreement, and such courts shall be the sole and exclusive venue for any such action.

14. **Force Majeure.** Vendor shall not be responsible for failures of its obligations under this Agreement to the extent that such failure is due to causes beyond Vendor's control including, but not limited to, acts of God, war, acts of any government or agency thereof, fire, explosions, epidemics, and quarantine restrictions (each, a "Force Majeure Event"). Should Vendor declare a Force Majeure Event, Client shall be relieved of all payment obligations during the time Vendor has declared such Force Majeure Event, and Vendor shall refund to Client within 90 days of resumption to normal business practices, a prorated amount of any prepaid recurring fees paid by Client for the period of the Force Majeure Event.

15. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior and contemporary agreements, understandings, end-user license agreements, click-through agreements, and commitments between the parties regarding the subject matter of this Agreement. Click-through license agreements will be deemed void, even if affirmative acceptance of an agreement was clicked in the course of using the software. This Agreement may not be modified or amended except by a written instrument executed by the parties. In particular, any provisions, terms, or conditions contained in Client's Purchase Orders or other similar forms that are in any way inconsistent with or in addition to the terms and conditions of this Agreement shall not be binding upon Vendor.

16. **Severability**. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement.

17. **Assignment**. Neither this Agreement nor any interest in this Agreement may be assigned by Client without the prior express written approval of Vendor. Vendor may assign, pledge, mortgage, sell to a third party, or otherwise dispose of all or any portion of this Agreement, provided that such action shall not relieve Vendor of its obligations to Client under this Agreement or reduce Client's rights hereunder.

18. **Waiver**. All waivers under this Agreement shall be in writing to be effective. No failure or delay by a party to exercise any right it may have by reason of the default of the other party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right of the non-defaulting party under this Agreement.

19. **Headings**. Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

20. **Agreement Drafted by Both Parties**. This Agreement is the result of arm's length negotiations between the parties and shall be construed to have been drafted by all parties such that any ambiguities in this Agreement shall not be construed against either party.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the Reference Date at such time as all the signatories hereto have signed a counterpart of this Agreement.

22. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Accepted by:

Client:	Vendor: **Agile Fleet, Inc.**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Support Services Agreement

Agile Fleet delivers FleetCommander as a Software as a Service (SaaS) solution with an annual cost that includes all the necessary application functionality, secure hosting services as well as industry leading application support and maintenance. Agile's Support services include telephone, web-based and email access to Agile's help desk along with system administrator access to 24-hour issue-logging to directly report any issues that may arise. Agile's support agreement further includes version upgrades, patches and fixes as they become available. Additionally, support is provided for hardware. Agile Fleet supports our clients with the following systems based out of our North American headquarters in Chantilly, Virginia:

Agile Fleet Help Desk

The client's fleet team can call or email Agile's central help desk to speak with our support staff between the hours of 7:00 AM to 7:00 PM Eastern Time Monday through Friday. An average of Ninety-eight (98%) percent of inbound calls are answered immediately. Our commitment is to respond to 100% of calls within four (4) hours during business hours. An average of ninety (90%) percent of all inbound emails are answered within one hour. Our commitment is to respond to 100% of emails within four (4) hours during business hours. Should matters require additional Agile resources beyond the initial inbound contact, the logged call will be assigned directly to a support representative that will manage the issue resolution through call routing, progress updating, follow-up, and final resolution. Requests for assistance after hours or on weekends are handled on the next business day unless it is noted as a critical system down situation.

Problem Escalation Procedures

Calls are allocated a priority by technical support when they are originally logged. This priority is communicated and agreed upon with the client. The priorities include:

Critical

This denotes a very urgent problem that prevents any progress on the system. There is no work-around. This is a rare event but attracts the immediate attention of all relevant personnel. Should be resolved as soon as possible, but typically within 24 hours.

High

An important process is inoperative, or the application is severely limiting progress. Should be resolved in 24 hours, but not to exceed 48 hours.

Medium

A process is inoperative and while not extremely limiting, it will cause potential issues if not rectified. Should be resolved in 48 hours, but not to exceed 7 days. In rare occasions, medium-level fixes must be incorporate to the next official system release cycle due to the system-wide impact.

Low

A bug has been identified in a process which is not causing system problems, or a query as to the operation of the system, or a cosmetic error. These are errors that can be worked around without much difficulty and will be resolved in a future maintenance release.

System Availability

Agile Fleet's solution is provided using a fault-tolerant, highly-redundant hosting environment. We commit to providing system availability that exceeds 99.99% annually, excluding preventive maintenance windows. Preventive maintenance windows are scheduled in advance and are performed off-hours to minimize any operational impact.

Hardware Support

Hardware and associated accessories purchased through Agile are supported as follows:

- Key Boxes. Components of key boxes that experience a failure will be replaced upon receipt of a Return Material Authorization. Parts are sent by the second business day and are to be installed on site by the client. The cut-off time for shipment of parts is 2:00 p.m. EST. Once the part is replaced, the failed part is to be returned to Agile. Note that batteries do not meet the two-day shipment time due to shipping constraints. Batteries can generally be purchased locally in the event of a crisis.
- Kiosks. Depot-level support is provided for Agile supplied kiosks. In the event of a failure, upon receipt of a Return Material Authorization the failed kiosk is to be shipped to Agile's support location. The kiosk will be repaired in-house or at kiosk manufacturing location and returned within one day of the repair.
- GPS Devices. GPS devices that experience a failure will be replaced upon receipt of a Return Material Authorization. New units are sent by the second business day and are to be installed on site by the client. The cut-off time for shipment of parts is 2:00 p.m. EST.

Return Material Authorization Process - Proper notification of a hardware failure will be deemed to have occurred only after (i) Client has in good faith worked with technical support team by telephone at (571) 498-7555 ext. 2 or by email fcsupport@agilefleet.com to evaluate, troubleshoot and test any hardware that appears to have a Defect; (ii) if the technical support team determines that the hardware appears to have a warranted Defect that cannot be repaired through telephone support or other remote support. Technical support will authorize and assign a Return Material Authorization Number ("RMA") for the hardware.

Request for Change

Agile Fleet has a formal Change Request process to coordinate the completion and delivery of non-standard requests for support. The change request process helps our organizations mutually document the requirements of what is required, identifies resources that are involved in the effort, defines estimates

and/or schedules for when the work will be completed, and identifies any costs that may be associated with the deliverable.

CIVICA

CIVICA SOFTWARE TERMS AND CONDITIONS

1. Definitions

1.1 The following definitions apply to this Contract:

Annual Fees means the recurring fees payable by Customer in order to use the Services as set out in the Order Form.

Authorized Third Party/ies means any of the Customer's subcontractors, agents or other third parties who are approved by Civica in writing and authorized by Customer to access the Services in accordance with clause 3.5.

Authorized User means each individual person (end user) allowed to access the Software under this Contract, subject to the authorised numbers shown in the Order Form.

Charges means any or all charges payable under this Contract including the one-off charges, Annual Fees and ad-hoc fees by Customer to Civica as detailed in the Order Form.

Civica means Civica North America, Inc., an Ohio corporation, with offices located at 52 Hillside Ct., Englewood, Ohio 45322.

Confidential Information means all confidential information (however recorded, preserved or disclosed) disclosed by a party or its employees, officers, representatives or advisers to the other party including but not limited to all designs, design studies, surveys, project plans, implementation plans, software, customised specifications, system configurations, user guidance, training handout, proprietary data whose disclosure to third parties may be damaging and other similar information, and any Software or materials which have been, or will be supplied to Customer by Civica in connection with this Contract.

Contract means these Civica Software Terms and Conditions and the Order Form and any Special Terms, which together make the agreement between Customer and Civica once the Order Form has been signed.

Customer means the entity shown on the Order Form.

Data Protection Legislation means all applicable legislation relating to privacy or data protection in force from time to time, including any statute or statutory provision which amends, extends, implements or, consolidates or replaces the same, in each case to the extent applicable to the respective party in its role of processing of personal data under the Contract, including in each case to the extent applicable and without limitation, the California Consumer Privacy Act, as amended and the regulations adopted by the California Attorney General and California Privacy Protection Agency, pursuant thereto (collectively, the "CCPA").

Documentation means the standard user guides and manuals made available to the Customer by Civica, as updated from time to time.

Intellectual Property Rights/IPR means all intellectual and industrial property rights including copyright, licence, patents, know-how, software, trademarks, trade names, inventions, registered designs, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trademarks, database rights, and any other rights in any invention, discovery or process, and/or all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

Maintenance Release shall mean a new release of the Software that is substantially the same as the current Software, which is issued in order to remove known errors or otherwise improve or enhance the Software but does not constitute a New Version.

New Version shall mean a release of the Software that incorporates significant new or additional functionality and features which is not a Maintenance Release.

Open Source Software means software that is supplied on an "as is" basis and is supplied to Customer with all of the rights granted under the applicable licence.

Order/Order Form means Civica's completed order form.

Product(s) means any products including but not limited to consumables, hardware or third party software provided by Civica as detailed in the Order Form.

Services mean the implementation services, the hosted online solution, Software, Documentation (as updated by Civica from time to time), Support Services and any other services detailed in the Order Form provided by Civica under this Contract.

Software means the software, which may include Open Source Software that is licensed to, or made available to Customer under this Contract, as listed in the Order Form, together with any updates or Maintenance Releases but excludes New Versions.

Special Terms means any special, additional or varied terms and conditions including third party terms and conditions that are set out in the Order Form and form part of this Contract or that have previously been agreed in writing between Customer and a third party Product owner.

Start Date means the date shown in the Order Form.

Support Services means the maintenance and support services for the Software as described in the Order Form.

Working Day means 0800 – 1700 hours on a Monday to Friday EST.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this Contract.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment, and includes any subordinate legislation for the time being in force made under it.

1.5 Any phrase introduced by the words including, includes, in particular or for example, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.

1.6 In the event of, and to the extent of, any conflict or inconsistency between any Special Terms and these terms and conditions the Special Terms shall prevail.

2. Contract Term

2.1 This Contract will be in force for a minimum period of 5 years from the Start Date and shall continue until it is terminated in accordance with the terms of this Contract.

2.2 In consideration of the Customer paying the Charges, Civica agrees to provide the Services including the Documentation in accordance with the terms and conditions of this Contract.

3. Software

3.1 For the term of this Contract, Civica grants to Customer a personal, non-transferable and non-exclusive, non-sublicensable right to use the Services for Customer's own internal business purposes only.

3.2 Customer may make such copies of the Documentation as are reasonably necessary for its use of the Services and shall reproduce all copyright and other notices in and on the Documentation. All such copies shall form part of the Documentation and shall be subject to the terms and conditions of this Contract.

3.3 Customer agrees that:

3.3.1 except to the extent permitted by law, Customer shall not, nor permit any third party to, adapt, or modify the Software, or decompile, reverse engineer, disassemble, apply any technique, process or procedure or make any attempt to or derive the source code or derivative works of the Software.

3.3.2 unless permitted in accordance with clause 3.5, it shall not permit any third party, to use, access or possess the Software or Documentation nor use the Software on behalf of or for the benefit of any third party, including any consulting, service-bureau, time-sharing, rental or services of any other kind;

3.3.3 the access granted under this Contract is personal to the Customer and the Software and Documentation may only be used by Customer for its internal business purposes by the Authorized Users in accordance with the usage restrictions; and

3.3.4 it will take technical and organizational measures, including without limitation security measures sufficient to reasonably safeguard the Software and Documentation from access by unauthorized third persons.

3.4 The Software includes functionality permitting Customer to perform certain administration and data upload tasks (the "Administrative Functions"). Customer undertakes to keep all

usernames, passwords, and other access details relating to the Administrative Functions confidential, and Customer agrees that Customer will be liable for any loss or damage arising from Customer's failure to do so.

3.5 Customer may permit Authorized Third Parties to access the Services, including the Software and Documentation, provided that:

3.5.1 it obtains prior written approval from Civica before granting any access;

3.5.2 Customer remains responsible for the acts and omissions of such Authorized Third Parties as if they were the Customer's own acts and omissions; and

3.5.3 such access is for the Customer's sole benefit e.g. a third party which provides outsourced services to Customer under a written agreement.

4. Customer Obligations

4.1 Customer agrees it will:

4.1.1 only use the Products, Services and Software for its own internal business purposes;

4.1.2 comply with the terms and conditions of this Contract, in particular the Special Terms;

4.1.3 pay the Charges to Civica;

4.1.4 permit reasonable access to Civica to its sites in order for Civica to perform its obligations under this Contract and co-operate, as necessary, with Civica in relation to the provision of the Services;

4.1.5 ensure that its network and systems comply with the relevant specifications provided by Civica from time to time;

4.1.6 where Civica personnel are required to work at Customer premises, ensure that its personnel provide all reasonable assistance to them including desk space and wireless connection, as and when required by Civica to discharge its obligations, and in particular take all measures necessary to comply with acts, regulations and codes of practice including those relating to health and safety, which may apply;

4.1.7 when notified by Civica or the owners of Products supplied, implement promptly any Maintenance Releases or other fixes or upgrades of any system software necessary for the successful operation of the Software and/or Products;

4.1.8 not use the Services to store, reproduce, transmit, communicate or knowingly receive any material which is offensive, racist, abusive, indecent, defamatory, obscene, threatening or menacing (to be determined by Civica, in its sole discretion, acting reasonably);

4.1.9 make its own arrangements for internet access in order to access the Services, with the required type and version of browser as notified by Civica from time to time. Civica shall not be liable for Customer's inability to access the Services if it is due to the Customer's inability to establish an internet connection, or not having their browser set to the correct type and version, for accessing the Services;

4.1.10 obtain and shall maintain all necessary licences, consents, and permissions necessary for Civica, its contractors and agents to perform their obligations under this Contract; and

4.1.11 pay the additional fees to accommodate higher usage volumes (including the number of Authorized Users) when such licence or usage limitations are exceeded.

4.2 Customer warrants that it shall in no way allow unauthorized use of the Software by the Customer, Authorized Users or any third party whether through breach of this Contract or any other negligent or wrongful act.

4.3 Customer shall allow Civica reasonable access, as required, to provide the Services and/or undertake an audit of Customer's use of the Software.

4.4 Customer represents and warrants that it possesses the full power and authority to enter into and perform its obligations under this Contract.

5. Services

5.1 Civica shall provide the Services using reasonable care and skill.

5.2 Support Services will be provided by Civica subject to Customer paying the Annual Fees until this Contract is properly terminated. No refund will be given for Charges paid in advance in the event of termination.

5.3 The implementation, consultancy and Support Services will be provided by Civica on Working Days, either at Civica sites or at the Customer's sites.

5.4 Customer will provide and/or make available to Civica, promptly on request, such information and documents as Civica reasonably requires for the provision of the Services.

5.5 Key dates and milestones shall be agreed at a project kick off meeting and detailed in a project plan. On agreement the project plan shall form part of this Contract.

5.6 If the dates scheduled for delivery of the Services in the project plan are deferred or cancelled by Customer, Civica may revise any scheduled date for completion of any part of the Services and/or by giving seven days written notice, suspend the Services.

5.7 Civica shall not be liable for any failure to provide or delay in providing the Services, arising out of or in connection with any:

5.7.1 act or omission of Customer or its employees, agents or subcontractors which affects Civica's ability to provide the Services;

5.7.2 inaccurate or incomplete data, information or documentation provided by Customer;

5.7.3 failure by any third party to fulfil its obligations to Customer; and

5.7.4 use by Customer of non-manufacturer recommended media and supplies, or any neglect or improper use, or electrical disturbances, or any unauthorized use, of the Products, Software and Services or modification by persons other than Civica employees.

5.8 Acceptance of the Services will be on the earlier of:

5.8.1 when the Services (including the Software) is ready for use by the Customer; or

5.8.2 use by Customer of the Services or any part thereof.

5.9 If the Customer or any of its Authorized Users requests the same or substantially the same advice or assistance on more than one occasion; or makes requests which may reasonably be considered excessive or an abuse of the Support Service, or requests advice or assistance for matters which a reasonable trained user ought to be able answer or solve for themselves, then Civica may do all or any of the following at its sole discretion:

5.9.1 require the Customer to take reasonable action with respect to the particular Authorized User(s) concerned;

5.9.2 refuse to answer any further such requests for advice or assistance; or

5.9.3 require the Customer to provide further training to its Authorized Users, and the Customer shall pay an additional charge for any such training provided by Civica.

5.10 Civica may use data collection technology to collect technical information to improve the Software, to provide associated services, to adapt them to user preferences, and to prevent the unlicensed or illegal use of the Software. Customer agrees Civica may use such information provided it is in a form that does not personally identify any person.

5.11 This Contract also acts as an umbrella agreement, which sets out the general terms for the supply of additional related software and services by Civica to the Customer, when so requested from time to time. Such additional software and services and any particular special terms and conditions applicable to the supply thereof shall be set out in a work order. If Civica provides any additional software or services Customer shall be charged separately for the provision of these at Civica's then prevailing rates for such software or services or as agreed under the work order.

6. Warranties

6.1 In the event of a breach of clause 5.1 and provided such breach is reported to Civica within a reasonable time (given the nature of the Service) after completion of the affected Service, Civica shall re-perform the Service without additional charge to Customer within a reasonable period of time.

6.2 Civica warrants that it shall use its commercially reasonable efforts to ensure that no viruses are coded or introduced into the systems used to provide the Services.

6.3 Customer acknowledges that:

6.3.1 software in general is not error free and that the existence of such errors in the Software shall not by themselves constitute a breach of this Contract;

6.3.2 the Software is not bespoke and has not been prepared to meet Customer's individual requirements and that it is therefore the responsibility of Customer to ensure that the facilities and functions in the Software meet its requirements; and

6.3.3 Civica will not be liable in any way for any inadequacies in the accuracy, quality of, or infringements of third party copyright caused by the materials that the Customer creates or distributes using the Services.

6.4 Civica does not warrant that the Services will be entirely error free nor that the Customer's use of the Software will be uninterrupted.

6.5 Civica will not be responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet. The Customer acknowledges that the Software and Documentation may be subject to limitations, delays, and other problems inherent in the use of such communications facilities.

6.6 Civica warrants that it has and will maintain all necessary licences, consents, permissions and rights necessary for the performance of its obligations under this Contract.

6.6 The express terms of this clause 6 are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY SET FORTH IN THIS CLAUSE 6, CIVICA DISCLAIMS WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE. THE LIMITED WARRANTIES PROVIDED IN THIS CLAUSE 6 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SERVICES.

7. IPR

7.1 All Intellectual Property Rights in the Services including the Software belong to Civica or a third party licensor. At no time shall any rights, interests or title in any intellectual property in the Software, pass to the Customer.

7.2 Customer grants to Civica a royalty-free, worldwide, irrevocable perpetual licence to use and incorporate into the Software any suggestions, enhancement requests or other feedback provided by the Customer or its Authorized Users relating to the Software without restriction.

7.3 The Customer hereby grants to Civica a non-exclusive, non-transferrable (except as part of a permitted assignment of this Contract), royalty free licence to copy, modify, and use the Customer data as reasonably appropriate for the purposes of this Contract.

7.4 Civica shall defend or, at its option, settle any claim brought against Customer regarding its authorized use of the Software, excluding third party software and open source software, in the US and in accordance with this Contract or in events where the Software infringes any Intellectual Property Rights of any third party, Civica shall pay any damages finally awarded against Customer in respect of such claim and any reasonable costs and expenses incurred by Customer provided that:

7.4.1 Customer notifies Civica immediately;

7.4.2 Customer provides all information and assistance as Civica reasonably requests at Civica's cost, and Customer does not prejudice the defense of such claim;

7.4.3 Civica is given immediate and complete control of such claim; and

7.4.4 the claim does not arise from any unauthorized use or alteration to the Software or Customer's (including the Authorised Users or Authorised Third Parties) use of the Software after notice of alleged infringement is known.

7.5 In the event that a claim, as contemplated by clause 7.4, is made or in Civica's opinion is likely to be made, Civica may at its option:

7.5.1 obtain the right for Customer to continue to use the Software;

7.5.2 change or replace all or any part of the Software; or

7.5.3 terminate this Contract immediately on written notice.

7.6 Clauses 7.4 and 7.5 state the entire liability of Civica in respect of any claim as contemplated by clause 7.4.

7.7 The third party owner's terms shall apply, as detailed in the Special Terms, in respect of licensing and/or the supply of the Products.

8. Customer Data

8.1 Civica acknowledges that title and all copyright and other intellectual property rights in the Customer's data will remain at all times owned by Customer. Civica further acknowledges the sensitivity of all the Customer's data and commits that all data will be safeguarded as it would safeguard its own proprietary information.

8.2 Customer acknowledges that Civica does not desire to process protected health information or other personal information or personal data; Customer represents that the Customer's data will not include such information, and Customer will not provide or otherwise make such information available to Civica or otherwise through the Products, Software, or Services.

8.3 Customer grants to Civica a non-exclusive, non-transferrable, royalty-free license for the term of this Contract to use, copy, reproduce, adapt and modify Customer's data for the purposes of this Contract.

8.4 Civica will upon receiving a written request from the Customer either (i) permanently delete or destroy, all of the Customer's data in the possession or control of Civica; or (ii) on payment of Civica's reasonable costs, return to Customer all of the Customer's data in the possession or control of Civica.

CCPA Sale of Personal Information

8.5 Both parties shall comply with their obligations under the Data Protection Legislation.

8.6 Civica will not: (i) sell any personal data it obtains from the Customer under this Contract; or (ii) retain, access, disclose or use personal data provided by or collected on behalf of Customer for any purpose except as necessary to maintain or provide the Services specified in this Contract, or as necessary to comply with the law or binding order of a governmental body. For the purpose of the immediately preceding sentence, "sell" shall have the corresponding meaning set forth in applicable Data Protection Legislation.

8.7 Civica will, at its own cost, do all things and execute all documents necessary or convenient for the purpose of giving effect to this clause 8.

9. Confidentiality

9.1 Both parties shall keep the other party's Confidential Information confidential and shall not:

9.1.1 use or exploit the Confidential Information in any way except for carrying out its obligations under this Contract;

9.1.2 disclose or make available the Confidential Information in whole or in part to any third party, except as expressly permitted by this Contract;

9.1.3 copy, reduce to writing or otherwise record the Confidential Information except as necessary for this Contract; and

9.1.4 use, reproduce, transform, or store the Confidential Information in an externally accessible computer system or transmit it in any form or by any means whatsoever outside of its usual places of business.

9.2 A party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 9.2 it takes into account the reasonable requests of the other party in relation to the content of this disclosure.

9.3 The terms of clause 9.1 shall not apply to any Confidential Information which:

9.3.1 is or comes into public knowledge, other than through a breach of this Contract by the Recipient;

9.3.2 can be shown by the Recipient to the reasonable satisfaction of the Discloser to have been known by the Recipient and to be at its free disposal before disclosure by the Discloser;

9.3.3 came lawfully into the possession of the Recipient from a third party who is free to make a non-confidential disclosure of the same, without any obligation of confidentiality being imposed upon the Recipient in respect thereof by such third party.

9.4 Civica may publicize the fact that it has been engaged by the Customer to provide the Services and is licensed to copy and reproduce any names or logos of the Customer for this purpose on its website and in any promotional materials, proposals and tenders. No press release will be issued without the Customer's prior consent.

10. Charges

10.1 The Customer shall pay the Charges in accordance with the Order Form and this clause 10.

10.2 All amounts and fees stated or referred to in this Contract shall be payable in U.S. dollars, are exclusive of value added, sales, excise, use or other tax, which shall be added to Civica's invoice(s) at the appropriate rate and with the exception of taxes based on Civica's income.

10.3 Where Services are provided on a time and materials basis, they will be at the rates current at the time of provision of the service. Where specific daily rates are quoted these are only valid for 6 months following the date of signing this Contract (or any later date noted in the Order Form). Unless otherwise stated in the Order Form, invoices for work carried out on a time and materials basis will be raised monthly in arrears based on time actually worked on the chargeable activities covered by this Contract (as recorded by Civica staff on Civica's internal systems).

10.4 Any Services provided outside of a Working Day will be chargeable at the then current time and materials rates plus 50%.

10.5 All invoices shall be due for payment within 30 days of the date of the invoice(s). If Civica has not received payment within 30 days after the due date, and without prejudice to any other rights and remedies of Civica including under clause 10.11, Civica may, without liability to the Customer, disable the Customer's password, account and access to all or part of the Services and Civica shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remain unpaid.

10.6 If the provision of the Services is cancelled, suspended or deferred under clause 5.6 Civica will:

10.6.1 be entitled to payment by Customer for all work done up to the date of such deferment cancellation or suspension (including payment of the Annual Fees); and

10.6.2 wherever able to redeploy staff but in the event the days cannot be re-assigned Civica may charge for these. The rates chargeable for cancellation or deferment where there is: (i) less than 48 hours' notice is 100% per day; (ii) less than 7 days' notice is 75% per day; and (iii) more than 7 days' notice is 50% per day; together with any expenses already incurred or non-refundable e.g. train or air fares.

10.7 Civica may modify its fees and Charges in line with the then current prices of Civica and its suppliers, as follows:

10.7.1 except for third party costs, the percentage increase shall be applied not more than once per year or as otherwise agreed in the Order Form, as a general rule shall not exceed 6% per year but is subject to change; and

10.7.2 in respect of third party costs over which Civica has no control (for example Microsoft licensing charges) the percentage increase shall match the increase applied by the third party as detailed in clause 10.8.

10.8 Civica may increase the charges at any time to take into account third party costs, over which Civica has no control (for example, energy and Microsoft licensing charges) and apply the increase to the charges to match the increase applied by such third party, in respect of that element of the charges. Civica may not apply such increase retrospectively and will not pass on such increase to Customer where the increase is less than 2% of the third party element. On request Civica shall provide evidence of such increase applied by the third party.

10.9 Unless specifically shown as inclusive of expenses in the Order Form, all prices referred to in this Contract are exclusive of transport, travel, subsistence or out of pocket expenses incurred by Civica in carrying out the Services. Such reasonable expenses will be charged to Customer in accordance with Civica's expenses policy.

10.10 Where the Customer requires a purchase order to be raised in order to facilitate payment of invoices, the Customer agrees to raise such purchase order in a timely fashion so as not to delay payment of Civica invoices in accordance with this clause 10. Notwithstanding the foregoing, the Customer agrees that any failure to raise a purchase order does not prevent Civica from raising invoices and any delay or lack of a purchase order does not relieve the Customer from paying valid invoices.

10.11 Civica reserves the right (in addition to any other remedies which may be available to it) to charge an administrative fee on overdue amounts on a daily basis from the original due date of the invoice at the rate of $700 per day, the Customer agrees that such administrative fee is a genuine pre-estimate of the cost and loss suffered by Civica for late payment of invoices.

10.12 If the use of the Services exceeds the usage restrictions shown in the Order Form at any time, Civica may charge Customer the additional usage fees retrospectively and increase the applicable Charges to take into account the additional usage.

11. Termination

11.1 Either party may, without prejudice to any other remedies it may have, terminate this Contract forthwith at any time by giving notice in writing to the other party:

11.1.1 if the other party commits any material breach of this Contract provided that if the breach is remediable then the notice of termination shall not be effective unless the party in breach fails within thirty (30) days of the date of such notice to remedy the breach complained of; or

11.1.2 if one party suffers for a period of 30 consecutive days or more a force majeure event described in clause 15.9; or

11.1.3 if the other party ceases to carry on business or a substantial part thereof, commits an act of bankruptcy or is adjudicated bankrupt or enters into liquidation whether compulsory or voluntary other than for the purposes of amalgamation or reconstruction or compounds with its creditors generally or has a receiver or manager appointed over all or any part of its assets or suffers execution or distress or takes or suffers any similar action in consequence of debt or becomes unable to pay its debts as they fall due or other similar event.

11.2 If the Customer fails to make any payment (payable under this Contract) by the due date and provided notice has been given by Civica, if Customer fails to pay within further 14 day period after the due date, then Civica shall be entitled to terminate this Contract by giving 14 days written notice to Customer.

11.3 On expiry or termination of this Contract, Civica shall cease to be obliged to provide the Services under this Contract.

11.4 On expiry or termination of this Contract the right to use the Services including the Software and Documentation granted under this Contract shall cease and the Customer shall not use the Services.

11.5 On termination each party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other party.

11.6 On termination of the Services, for any reason other than a valid termination of this Contract by Civica under clause 11.1, Civica will, if requested before or within 7 days after such termination, for an additional charge, provide services to assist the Customer to migrate to a replacement, service including assisting in the transfer of any Customer data held by Civica.

11.7 If termination assistance is not requested under clause 11.6 then Civica may destroy or otherwise dispose of any of the Customer data in its possession unless clause 11.8 applies.

11.8 After termination or expiration of this Contract, upon Customer's written request, Civica will provide any Customer data in its control to Customer in Civica's standard database export format at no additional charge. Customer must submit such request to Civica within 30 days after termination or expiration of this Contract. Civica is not obligated to maintain or provide any Customer data after such 30 day period and will, unless legally prohibited, delete all Customer data in its systems or otherwise in its possession or under its control.

11.9 Termination of this Contract shall not affect any accrued liabilities, rights, obligations or liability of the parties as at the date of termination or arising as a result of termination or of circumstances giving any right to terminate.

11.10 The accrued rights and remedies of the parties as at termination shall not be affected by clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. Limits of Liability

12.1 Neither party excludes or limits liability to the other party for:

12.1.1 death or personal injury arising from its negligence; or

12.1.2 wilful misconduct and gross negligence; or

12.1.3 fraud or fraudulent misrepresentation; or

12.1.4 to the extent such limitation or exclusion is unlawful.

12.2 Each party's liability to the other in respect of any loss of, or damage to, physical property of the other whether in contract, tort (including negligence) or otherwise arising from, or in connection with, this Contract shall be limited to $1,000,000 in aggregate.

12.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS CONTRACT, BUT SUBJECT TO CLAUSE 12.1 NEITHER CIVICA NOR CUSTOMER SHALL BE LIABLE TO THE OTHER FOR ANY OF THE FOLLOWING (WHETHER OR NOT THE PARTY BEING CLAIMED AGAINST WAS ADVISED OF, OR KNEW OF, THE POSSIBILITY OF SUCH LOSSES) WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, TORT, OR OTHERWISE:

12.3.1 LOSS OF PROFITS, LOSS OF BUSINESS, BUSINESS INTERUPTION, LOSS OF USE, LOSS OF REVENUE, LOSS OF CONTRACT, LOSS OF GOODWILL, LOSS OF ANTICIPATED EARNINGS OR SAVINGS (WHETHER ANY OF THE FOREGOING ARE DIRECT, INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, OR OTHERWISE); OR

12.3.2 LOSS OF USE OR VALUE OF ANY DATA OR EQUIPMENT INCLUDING SOFTWARE, WASTED MANAGEMENT, OPERATION OR OTHER TIME (WHETHER ANY OF THE FOREGOING ARE DIRECT, INDIRECT OR CONSEQUENTIAL, OR PUNITIVE, EXEMPLARY, INCIDENTAL, OR OTHERWISE); OR

12.3.3 ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE; OR

12.3.4 THE POOR PERFORMANCE, OR LACK OF CONNECTIVITY, OR LACK OF AVAILABILITY OF THE INTERNET OR TELECOMMUNICATIONS OR HARDWARE;

12.3.5 LOSS OR DAMAGE TO THE OTHER PARTY'S OR ANY THIRD PARTY'S DATA OR RECORDS;

HOWEVER ARISING.

12.4 EXCEPT TO THE EXTENT OF LIABILITY ARISING UNDER CLAUSES 12.1 OR 12.2 AND SUBJECT TO CLAUSE 12.3, CIVICA'S TOTAL AGGREGATE LIABILITY IN OR FOR BREACH OF CONTRACT, NEGLIGENCE MISREPRESENTATION (EXCLUDING FRAUDULENT MISREPRESENTATION), TORTIOUS CLAIM (INCLUDING BREACH OF STATUTORY DUTY), RESTITUTION RELATING TO OR ARISING UNDER OR IN CONNECTION WITH THIS CONTRACT (INCLUDING PERFORMANCE, NON-PERFORMANCE OR PARTIAL PERFORMANCE), AND INCLUDING LIABILITY EXPRESSLY PROVIDED FOR UNDER THIS CONTRACT SHALL NOT EXCEED THE CHARGES PAID OR PAYABLE DURING THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM AROSE.

12.5 EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS OR AS OTHERWISE EXPRESSLY AGREED IN WRITING BETWEEN THE PARTIES, ALL OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES AND OTHER TERMS ARE EXCLUDED (INCLUDING ANY STATUTORY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE AND CONFORMANCE WITH DESCRIPTION) SAVE TO THE EXTENT THAT THE SAME ARE NOT CAPABLE OF EXCLUSION AT LAW.

12.6 THE PARTIES HEREBY AKNOWLDGE THAT THE CHARGES HAVE BEEN SET BY CIVICA ON THE BASIS OF THE EXCLUSIONS AND RESTRICTIONS OF LIABILITY IN THIS CLAUSE 12 AND WOULD BE HIGHER WITHOUT THOSE PROVISIONS.

13. Corruption

13.1 Civica shall not:

13.1.1 offer, give or agree to give to any person working for or engaged by Customer any fee, gift, reward or other consideration of any kind, which could act as an inducement or a reward for any act or failure to act connected to this Contract, or any other agreement between Civica and Customer including its award to Civica and any of the rights and obligations contained within it; nor

13.1.2 offer, give or agree to give any fee, gift, reward or other consideration to any person the receipt of which is an offence under the Foreign Corrupt Practices Act of 1977, as amended or other applicable anti-corruption law; nor

13.1.3 enter into this Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by Customer by or for Civica, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to Customer before signing this Contract.

13.2 If Civica (including any Civica employee or agent, in all cases whether or not acting with Civica's knowledge) breaches

13.2.1 clause 13.1, or

13.2.2 the Foreign Corrupt Practices Act of 1977, as amended or other applicable anti-corruption law in relation to this Contract or any other contract with Customer;

Customer may (i) terminate this Contract on written notice with immediate effect; and (ii) recover from Civica the amount of any loss resulting from such termination.

13.3 Any termination under clause 13.2 shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to Customer.

14. Statutory and Other Regulations

14.1 Civica shall in all matters arising in the performance of the Contract conform with all applicable orders, regulations, laws, and decisions having the force of law applicable to this Contract. Civica shall not in the performance of this Contract in any manner endanger the safety, unlawfully interfere with or cause the inconvenience of the public. The cost to Civica of meeting the requirements of this clause shall be included in the Charges except as provided under clause 14.2.

14.2 If the cost to Civica of the performance of the Contract shall be increased or reduced after the date of this Contract by reason of the making of any law or any order, regulation or decision having the force of law that shall be applicable to this Contract (other than any tax upon profits or revenue), the amount of such increase or reduction shall be added to or deducted from the Charges shown in the Order Form.

14.3 Customer acknowledges that export laws of the United States and any other relevant local export laws applicable to Customer apply to the Services. Customer agrees that such export laws govern its access to, and use of the Services (including without limitation technical information and technical data) and any Documentation or other materials provided or otherwise made available pursuant to the Contract, and Customer agrees to comply with all such export laws. Customer agrees that no data, information, software programs, or other materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, by Customer or its Authorized Users, or its or their representatives.

15. General

15.1 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post or by commercial courier, at its registered office, as detailed in the Order Form (if a company) or (in any other case) its principal place of business. In the case of notices to Civica, they shall be addressed for the attention of the Managing Director with a copy to waterlooreception@civica.co.uk.

15.1.1 Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to above or, if sent by prepaid first-class post at 9.00 am on the third day after posting, or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

15.1.2 Any notice sent by electronic mail shall be deemed

received upon delivery by electronic mail with confirmation from the server transmission was completed.

15.2 This Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter. No terms, provisions or conditions contained in any purchase order, sales confirmation, or other business form that either party may use in connection with the transactions contemplated by this Contract will have any effect on the rights or obligations of the parties under, or otherwise modify, this Contract. Each party acknowledges that, in entering into this Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Contract. Nothing in this clause shall limit or exclude any liability for fraud or for fraudulent misrepresentation.

15.3 Either party may at any time request a change to this Contract and/or the Services. No variation of this Contract, including any additional terms and conditions, shall be binding unless it is in writing and signed by each of the parties (or their duly authorized representatives).

15.4 No failure or delay in exercising any remedy or right under this Contract will operate as a waiver of it, nor will any single or partial exercise of it preclude any further exercise or the exercise of any remedy or right under this Contract or otherwise.

15.5 Neither party may assign the benefit of this Contract nor any interest except with the prior written consent of the other (such consent not to be unreasonably withheld), save that Civica may assign this Contract at any time to any member of the Civica group of companies.

15.6 The provisions of this Contract shall be severable in the event that any of its provisions are held to be invalid, void or otherwise unenforceable by a court of competent jurisdiction or other applicable authority and the remaining provisions shall remain enforceable to the fullest extent permitted by law. However, if the severed provision is essential and material to the rights or benefits received by either party, the parties shall use their best efforts to negotiate, in good faith, a substitute, valid and enforceable provision or agreement which most nearly effects their intent in entering into this Contract.

15.7 The rights of third parties are excluded, by the agreement of all the parties to this Contract, from applying to this Contract to the maximum extent permitted by law. No term of this Contract is enforceable by any person who is not a party to it. This clause shall prevail in the event of any conflict between it and anything else in this Contract.

15.8 Nothing in this Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

15.9 Neither party will be liable to the other for any failure or delay or for the consequences of any failure or delay in performance of this Contract, excluding Customer's obligation to pay the Charges, if it is due to a force majeure event: which is any event beyond the reasonable control of a party to this Contract including, without limitation, acts of God, war, industrial disputes, pandemic, protests, fire, flood, storm, tempest, explosion, an act of terrorism and national emergencies. The party subject to such event shall, as soon as practicable, give notice of the event to the other party, such notice to include a reasonable forecast of the duration of the force majeure event. If such delay or failure continues for at least 30 days, either party shall be entitled to terminate this Contract in accordance with clause 11.1.2.

15.10 All disputes arising out of or under this Contract that are not resolved by the Customer's contract manager and Civica's account manager shall be escalated internally by both parties for resolution. Second level escalation is to the Customer contract manager's manager and for Civica the Service Delivery Manager. Then the third level of escalation for both the parties is to that of the manager's manager. If the parties fail to settle the dispute within 30 days of the third level escalation, or such longer period as the parties may agree, the dispute may be referred to the courts located in the State of Ohio to the exclusion of all other courts and fora.

15.11 Subject to clause 15.10, this Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with laws of the State of Ohio, without regard to conflicts-of-law provisions.

15.11.1 Any action or proceeding by either party to enforce this Contract shall be brought only in any state or federal court located in the State of Ohio, county of Franklin and the parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

15.11.2 The parties agree that the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980, shall be excluded.

15.11.3 EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

TERADACT.

SOFTWARE LICENSING AGREEMENT

This Software Licensing Agreement (the "**Agreement**") is made as of DATE by and between TeraDact Acquisition, LLC, a Delaware limited liability company with offices located at 400 W. Broadway St., Ste. 101-432, Missoula, Montana 59802 ("**TeraDact**"), and CUSTOMER NAME a [STATE OF ORGANIZATION] [ENTITY TYPE] with offices located at [ADDRESS] ("**Licensee**" and, together with TeraDact, the "**Parties**" and each a "**Party**") with an effective date of DATE.

WHEREAS, TeraDact is the legal and beneficial owner of the products set forth on **Schedule A** of this Agreement ("**Licensed Products**") and is willing to license the Licensed Products to Licensee in accordance with and subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein, the Parties hereby agree as follows:

1. GRANT OF LICENSE

1.1 License. Subject to Licensee's compliance in full with all applicable terms of this Agreement, TeraDact hereby grants to Licensee a worldwide, non-exclusive, non-transferable, time-based and capacity-based limited subscription license to implement the Licensed Products within the Licensee's internal operating environment solely for use by Licensee and any employees, contractors, or specifically named customers of Licensee that are authorized by the Licensee to use the Licensed Products ("**Permitted Users**") in identifying and redacting, or tokenizing information of Licensee's interest.

1.2 Restrictions. Except as expressly permitted in this Agreement, Licensee shall not, and shall not attempt to, or permit others to, engage in Unauthorized Use of the Licensed Products. "**Unauthorized Use**" means: (i) alter, translate, modify or otherwise create any derivative work based on the Licensed Products (for internal or external use) or reverse engineer, decompile or disassemble the Licensed Products or otherwise attempt to discover the source code thereof; (ii) sell, redistribute, convey, license, market, or commercially exploit the Licensed Products or otherwise make the Licensed Products available to any person other than a Permitted User or for any use other than Licensee's internal use; (iii) remove, obscure or deface any notice of confidentiality or any trademark or other indicia of ownership that may be contained or displayed in the Licensed Products; (iv) do or cause to be done any act contesting or impairing any right, title or interest of TeraDact in or to the Licensed Products; or (v) introduce any virus or other contaminant (including bugs, worms, backdoors, Trojan horses or any other self-propagating or other similar program) into TeraDact's systems that may infect, damage or corrupt the Licensed Products or any other software or data on TeraDact's systems. Licensee may only make copies of the Licensed Products as is reasonably necessary to use the Licensed Products in accordance with this Agreement and for back-up and data retention purposes. All such copies must be made in accordance with and shall be subject to the terms and conditions of, this Agreement.

1.3 Additional Obligations. In addition to fulfilling any other obligations it may have under this Agreement, Licensee shall: (i) put in place and maintain effective security measures to safeguard the Licensed Products and to prevent access to the Licensed Products and use thereof by any unauthorized person; (ii) retain the Licensed Products and all copies of the Licensed Products under its effective control; and (iii) at TeraDact's request, install and run all updates, fixes, patches or other modifications applicable to the Licensed Products and their operating environment.

1.4 Intellectual Property. As between the Parties hereto, all intellectual property and other proprietary rights and, except as expressly provided in this Agreement, all other rights, title and interest in and to the Licensed Products (including any and all modifications, enhancements, bug fixes, updates and new versions thereof that may be provided to Licensee by TeraDact under this Agreement) are and shall remain vested in TeraDact.

1.5 Limitation of Licensee's Rights. Licensee's rights to use the Licensed Products shall be limited to those expressly granted in this Agreement. There are no implied rights and all other rights not expressly granted herein are reserved. Except as expressly set forth herein, no license, right or interest in any Licensed Products trademark, copyright, trade name or service mark is granted hereunder. Licensee shall not remove from any full or partial copies made by Licensee of the Licensed Products any copyright or other proprietary notice contained in or on the original, as delivered to Licensee. Licensee shall not and shall not permit or assist any third party to, engage in Unauthorized Use of the Licensed Products.

2. SUPPORT

2.1 Additional Support. Subject to Licensee fulfilling all of its obligations under this Agreement, TeraDact shall provide limited support to Licensee in connection with (i) integrating the Licensed Products into the Licensee's internal operating environment; (ii) integrating any updates, fixes, patches or other modifications to the Licensed Products that are released by TeraDact and (iii) the Licensed Products generally on an ongoing basis, in each case in accordance with the terms and conditions set forth on **Schedule C**.

3. FEES AND PAYMENT

3.1 Payment. Unless otherwise agreed between Licensee and TeraDact, all fees and other applicable charges listed on the Pricing Schedule set forth on **Schedule B** of this Agreement shall be due and payable within thirty (30) days of receipt of invoice. Except as otherwise expressly permitted herein, all fees owed pursuant to this Agreement are non-cancellable and non-refundable for the Term of this Agreement. All payments made hereunder will be made by electronic method only, which includes, but is not limited to, Automated Clearing House (ACH) and Domestic Money Transfer (DMT). Any payment not received from Licensee by the due date may accrue (except for amounts then under reasonable and good faith dispute) interest at the rate of one- and one-half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. TeraDact may decline to provide any updates, data or any other service if, in TeraDact's reasonable opinion, circumstances exist which raise doubt as to Licensee's ability or willingness to pay as provided herein.

3.2 Audit. During the term of this Agreement and for one (1) year following the effective date of any termination hereof, Licensee shall permit a third party designated by TeraDact, upon five (5) business days' prior written notice to Licensee and during Licensee's normal business hours, to inspect and audit (i) all software, hardware and other technology interfacing with, or otherwise used by or on behalf of Licensee in connection with, the Licensed Products; and (ii) all books and records, server log files and other documentation, of Licensee [or its affiliates][1] relevant to ascertaining Licensee's compliance with the terms and conditions of this Agreement. Licensee shall fully cooperate in good faith with TeraDact to facilitate TeraDact's exercise of its rights under this **Section 3.2**. If, as a result of any such audit, TeraDact identifies any additional fees owed, then Licensee shall immediately pay all applicable fees associated with such unlicensed use and TeraDact's costs and expenses associated with undertaking such audit.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement and the licenses granted herein shall commence on the date hereof and shall continue thereafter, unless otherwise terminated pursuant to this **Section 4** (the "**Term**").

4.2 Renewal. Upon the expiration of the Initial Term, this Agreement shall automatically renew for additional successive one (1)-year terms unless and until either Party provides written notice of nonrenewal to the other Party at least three (3) months prior to the end of the then-current term (each, a **Renewal Term**" and, together with the Initial Term, the "**Term**"), or unless and until sooner terminated pursuant to this **Section 4**.

4.3 Cause for Termination by TeraDact. This Agreement may be terminated prior to the expiration of the Term immediately upon written notice by TeraDact if: (i) Licensee fails to pay any amount when due hereunder; or (ii) TeraDact becomes aware that the Licensed Products infringes, or may infringe, on any proprietary rights, including any intellectual property rights of any person.

4.4 Cause for Termination by Either Party. This Agreement may be terminated prior to the expiration of the Term immediately upon written notice by either Party if the other Party:

(i) Materially breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching Party within thirty (30) days after the breaching Party's receipt of written notice giving reasonable particulars of the breach and requiring that it be cured; or files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial party of its property.

5. CONFIDENTIALITY

5.1 Confidential Information. In this Agreement, "**Confidential Information**" means all information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") in connection with this Agreement or the transactions contemplated hereby, whether before or after the date of this Agreement, including the Licensed Products and any information relating to the Licensed Products, or to any other products, software, methodologies, libraries, tools, operations, processes, plans or intentions, product information, know-how, designs, techniques, ideas, data, statistics, financial information, records, trade secrets, market opportunities and business affairs of the Disclosing Party. Without limiting the generality of the foregoing, Licensee acknowledges and agrees that the terms and conditions contained in this Agreement and the Licensed Products and any and all components thereof are Confidential Information of TeraDact.

5.2 Disclosure of Confidential Information. The Receiving Party:

(i) May disclose Confidential Information to any of its directors, officers, employees, contractors, representatives [or affiliates] (each, a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of performing the Receiving Party's obligations or exercising its rights under this Agreement;

(ii) shall ensure that all Recipients are made aware of and comply with the Receiving Party's obligations of confidentiality under this Agreement as if such Recipients were party to this Agreement, and the Receiving Party shall be responsible for its Recipients' compliance with the terms hereof;

(iii) shall not, and shall ensure that its Recipients shall not, use Confidential Information for any purpose other than the performance of the Receiving Party's obligations and exercise of its rights under this Agreement; and

(iv) shall not disclose Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with **Section 5.2, 5.3** or **5.4**.

5.3 Non-Application. This **Section** 5 shall not apply to Confidential Information that:

(i) is on the date of this Agreement, or becomes at any time after the date of this Agreement, publicly known other than by the Receiving Party's or any of its Recipients' breach of this Agreement; or

(ii) can be shown by the Receiving Party, to the Disclosing Party's reasonable satisfaction, to have been known by the Receiving Party prior to disclosure by the Disclosing Party to the Receiving Party.

5.4 Disclosure by Law. Notwithstanding the foregoing, in the event that the Receiving Party is requested or required under any applicable law, rule or regulation or by any applicable regulatory or law enforcement authority, to disclose any Confidential Information of the Disclosing Party to a third party, the Receiving Party may satisfy such request or requirement but shall use commercially reasonable efforts to (i) notify the Disclosing Party of the requested or required disclosure, (ii) cooperate with the Disclosing Party to obtain confidential treatment of the Confidential Information to be disclosed and (iii) disclose only that portion of the Confidential Information that is requested or required to be disclosed.

5.5 Retention. Within seven (7) days of any request made by TeraDact following the termination of this Agreement, Licensee shall (i) return to TeraDact, or at TeraDact's request, delete or destroy, any and all Confidential Information furnished to it by TeraDact in connection with this Agreement and the transactions contemplated hereby and (ii) certify in writing to TeraDact the completion of (i) above and that no Confidential Information remains in the possession or control of Licensee, its affiliates or, to the best of Licensee's knowledge, its Permitted Users [or their affiliates], except to the extent that any such Confidential Information is required to be retained in accordance with any applicable law, regulation or written record retention policy (provided that any Confidential Information so retained shall remain subject to the obligations set forth in this **Section 5**.

6. LIABILITY

6.1 NO WARRANTY OR REPRESENTATION. THE LICENSED PRODUCTS ARE PROVIDED UNDER THIS AGREEMENT ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TERADACT MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL SUCH WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THE LICENSED PRODUCTS AND ANY OTHER TOOLS, PRODUCTS, SERVICES OR OTHER PROPERTIES OF TERADACT AND/OR ITS AFFILIATES, INCLUDING WARRANTIES OF TITLE, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR ANY WARRANTY THAT THE LICENSED PRODUCTS WILL BE AVAILABLE, ACCURATE, COMPLETE, CURRENT OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, WILL OPERATE IN AN ERROR-FREE MANNER OR WILL SUIT LICENSEE'S OR ITS PERMITTED USERS' PURPOSES.

6.2 Indemnification by TeraDact.

(i) TeraDact shall indemnify and hold harmless Licensee against any and all costs (including reasonably legal fees and costs) arising from a claim that the Licensed Products, as provided under, and used in accordance with, this Agreement, infringes any registered U.S. patent, copyright or trademark of any third party; provided that: (A) TeraDact is promptly notified in writing of such claim; (B) Licensee grants TeraDact sole control of the defense of any such claim; and provided, further, that TeraDact shall have no liability for any infringement based on (C) use of a superseded or altered release of the Licensed Products if such infringement would have been avoided by the use of a current unaltered release of the Licensed Products; (D) the combination, operation or use of the Licensed Products with products, services, information, technologies, processes or data not furnished by TeraDact.

(ii) Upon the occurrence of a claim for which indemnity is or may be sought under this section or in the event that TeraDact believes that such a claim is likely, TeraDact may, at its option and its sole discretion, (A) modify the Licensed Products to be non-infringing, (B) obtain a license to the applicable third-party intellectual property or proprietary rights, (C) substitute the Licensed Products with a functionally equivalent product or (D) terminate this Agreement and refund, on a prorated basis, the fees paid by Licensee hereunder. The

foregoing states the entire liability of TeraDact and Licensee's sole remedy for any actual or alleged infringement of any intellectual property or proprietary rights of any third party by the Licensed Products or any part thereof. Notwithstanding the foregoing, TeraDact shall not be liable to Licensee under this **Section 6.2** if any such liability results from Licensee's gross negligence, willful misconduct or fraud.

6.3 LIMITATION OF LIABILITY. TERADACT'S TOTAL LIABILITY OF WHATEVER NATURE ARISING FROM OR IN CONNECTION WITH ANY PROVISION OF THIS AGREEMENT OR ANY OBLIGATION HEREUNDER, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), UNDER STATUTE OR REGULATION, OR OTHERWISE, FOR ANY AND ALL LIABILITIES, DAMAGES, COSTS, FEES, EXPENSES AND OTHER LOSSES OF ANY NATURE WHATSOEVER SHALL BE LIMITED TO THE FEES AND OTHER CHARGES PAID BY LICENSEE UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRECEDING SUCH LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE LOSSES OR DAMAGES. THE PARTIES HEREBY AGREE THAT THE LIMITATIONS OF LIABILITY CONTAINED HEREIN ARE AN ESSENTIAL PART OF THE CONSIDERATION BARGAINED FOR UNDER THIS AGREEMENT, WITHOUT WHICH TERADACT WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

7. GENERAL

7.1 Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or e-mail (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 7.1**):

If to TeraDact:

Customer Relationship Manager
400 W Broadway, Suite 101-432
Missoula, MT 59802

Attn: CUSTOMER RELATIONSHIP MANAGER
Email: bizdev@teradact.com

If to Licensee:

[_____]
[_____]
[_____]
Attn: [_____]
Fax: [_____]
Email: [_____]

7.2 Effect Post-Termination. Notwithstanding the termination of this Agreement, **Sections 3** through **6**, with the exception of **4.1**, **4.2 and 6.2**, shall remain in full force and effect.

7.3 Force Majeure. A "**Force Majeure Event**" means an event beyond the reasonable control of the affected Party, including strike, lock-out, labor dispute, industrial action, act of God, act of terrorism, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, regulatory intervention, third party software, network or equipment failure, or any overriding emergency procedures, accident, fire, flood and, storm; If either Party is prevented, hindered or delayed from or in performing any of its obligations under this Agreement by a Force Majeure Event, its obligations under this Agreement shall be suspended while the Force Majeure Event continues, to the extent that it is prevented, hindered or delayed.

7.4 Amendment and Modification. This Agreement may only be amended, modified or supplemented by an instrument in writing signed by each Party. No waiver by a Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by a Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege under this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege under this Agreement.

7.5 Assignment. Licensee may not, directly or indirectly (including by change of control or operation of law), assign or transfer, or purport to assign or transfer, any right or obligation under this Agreement without the prior written consent of TeraDact, which may be given or withheld in TeraDact's sole discretion. TeraDact may assign or transfer any or all of its rights and obligations under this Agreement to an affiliate without any consent from Licensee. TeraDact may subcontract or delegate any or all of its rights and obligations under this Agreement to an affiliate or a third party without any consent from Licensee.

7.6 Successors. This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective successors and permitted assigns. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.7 Enforceability. If any term or provision of this Agreement is held to be invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.8 Power to Bind. Nothing in this Agreement shall establish or be construed to establish a partnership, joint venture, association or employment relationship between the Parties, and neither Party shall have the authority or power to bind the other Party, or to contract in the name of the other Party, in any manner or for any purpose.

7.9 Entire Agreement. This Agreement, together with all schedules, annexes, addenda and exhibits hereto, constitutes the sole and entire agreement of the Parties, and supersedes all prior and contemporaneous understandings, agreements, representations, warranties, negotiations, and discussions, written or oral, between the Parties, with respect to the subject matter hereof.

7.10 Legal Effect. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.11 Other Proprietary Information. The Parties acknowledge and agree that the Licensed Products contains valuable trade secrets and proprietary information of TeraDact, that in the event of any actual or threatened breach of the scope of any of the licenses granted hereunder, such breach shall constitute immediate, irreparable harm to TeraDact for which monetary damages would be an inadequate remedy. The Parties further acknowledge and agree that injunctive relief is an appropriate remedy for such breach in addition to whatever remedies TeraDact might have at law or under this Agreement, and that TeraDact may obtain injunctive relief without the need to post any bond.

7.12 Governing Law. This Agreement, and all matters arising out of or in connection with this Agreement, shall be governed by and construed in accordance with the internal laws of the state of Delaware, without giving effect to any choice of law or conflict of law principles.

7.13 Jurisdiction. The federal court located District Court of Delaware shall have exclusive jurisdiction to hear and decide any suit, action or proceedings and to settle any disputes that may arise out of or in connection with this Agreement. Each Party irrevocably submits to the jurisdiction of such courts and waives, to the fullest extent permitted by applicable law, any objection to the laying of venue in such courts of any legal action or proceeding arising out of or in connection with this Agreement, and any claim that any such actions or proceeding has been brought in an inconvenient forum.

WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

[Signature page follows.]

IN WITNESS WHEREOF, this Agreement has been entered into by the Parties as of the date first written above.

TeraDact Acquisition, LLC

By: _____

Name: _____

Title: Business Manager

CUSTOMER NAME

By: _____

Name: _____

Title: _____

Schedule A to Software Licensing Agreement

Licensed Products Order Form

SKU	Licensed Product	Description	Named Customer	Subscription Start Date

Schedule B to Software Licensing Agreement

Pricing Schedule

SKU	Licensed Product	Description	Price

Exhibit C to Software Licensing Agreement

Licensed Products Integration Support:

NA

Licensed Products Modification Support:

NA

General Licensed Products Support:

NA

Reduct Video

Reduct, Inc.

Cloud Services Agreement

Customer Name	
Customer Address	
Agreement No.	
Effective Date	

This Cloud Services Agreement ("**Agreement**") is between Reduct, Inc. ("**Reduct**") and the customer identified above ("**Customer**") and is effective as of the Effective Date identified above. This Agreement allows Customer and its Affiliates to purchase access to certain of Reduct's services as specified under one or more Orders. Certain capitalized terms are defined in Exhibit A and others are defined contextually in this Agreement.

Agreed as of the Effective Date by each party's authorized representative:

Customer	**Reduct, Inc.**
Address	*169 Madison Ave STE 11536, New York, NY 10016*
Signature	Signature
Print Name	Robert Ochshorn Print Name
Title	Chief Executive Officer Title
Primary Contact: Email:	Primary Contact: Robert Ochshorn Email: rmo@reduct.video

1. Overview. Reduct offers collaborative a video platform and related services that transcribes video and audio recordings and enables users to search, analyze, edit and otherwise manipulate the transcriptions.

2. Services.

2.1. Ordering Process. Services are purchased as stated in an Order in the manner established for each of the Services. Each Order will include the specific Services ordered by Customer, including, as applicable, the purchased Services, number of Users, usage volume, reporting, and the time period for which such Order applies.

2.2. Permitted Use. During a Subscription Term, subject to Customer's compliance with the terms of this Agreement, Customer may access and use the Services only for its internal business purposes in accordance with the Documentation, this Agreement and any limitations set forth in an Order.

2.3. Users. Only Users, using the mechanisms designated by Reduct ("**Log-in Credentials**"), may access and use the Services. Each User must keep its Log-in Credentials confidential and not share them with anyone else. Customer is responsible for its Users' compliance with this Agreement and all actions taken through their Log-in Credentials (excluding misuse of the Log-in Credentials caused by Reduct's breach of this Agreement). Certain Users who are not Customer's employees (i.e. third parties) may be required to accept Reduct's click-through terms with respect to their use in order to access the Services. Customer will promptly notify Reduct if it becomes aware of any compromise of any Log-in Credentials. Reduct may Process Log-in Credentials in connection with Reduct's provision of the Services or for Reduct's internal business purposes.

2.4. Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) except as enabled by the functionality of a Service, provide access to, distribute, sell or sublicense a Service to a third party (other than Users); (b) use a Service on behalf of, or to provide any product or service to, third parties; (c) use a Service to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble, or seek to access the source code or non-public APIs to a Service, except to the extent expressly permitted by Law (and then only with prior notice to Reduct); (e) modify or create derivative works of a Service or copy any element of a Service; (f) remove or obscure any proprietary notices in a Service; (g) publish benchmarks or performance information about a Service; (h) interfere with the operation of a Service, circumvent any access restrictions or conduct any security or vulnerability test of a Service; (i) transmit any viruses or other harmful materials to a Service; (j) take any action that risks harm to others or to the security, availability

or integrity of a Service; or (k) access or use a Service in a manner that violates any Law. Additionally, Customer must not use a Service with Prohibited Data or for High Risk Activities. Customer acknowledges that the Services are not intended to meet any legal obligations for these uses, including HIPAA requirements, and that Reduct is not a Business Associate as defined under HIPAA. Notwithstanding anything else in this Agreement, Reduct has no liability for Prohibited Data or use of a Service for High Risk Activities.

3. SLA and Support. During a Subscription Term, Reduct will use commercially reasonable efforts to provide the applicable Services in accordance with the SLA and the Support Policy.

4. Upgrades. Unless otherwise set forth in an Order, Reduct will make available Updates to Services as Reduct makes them available to its customers of the applicable Services generally. Customer's purchase of access to Services is not contingent on the delivery of any future functionality or features or dependent on any oral or written public or private comments made by Reduct regarding future functionality or features of the Services. From time to time, Reduct, in its sole discretion, may make available Upgrades under additional or different terms. Nothing in this Agreement obligates Reduct to make Upgrades available to Customer as part of the Services or otherwise unless specifically included in an Order.

5. Data.

5.1. Use of Customer Data. Customer grants Reduct the non-exclusive, worldwide, sublicensable right to use, copy, store, disclose, transmit, transfer, publicly display, modify, and create derivative works from Customer Data only as necessary to: (a) provide any Services, Support, and Technical Services; (b) derive or generate Usage Data; (c) create and compile Aggregated Data; and (d) as otherwise required by Laws or as agreed to in writing between the parties.

5.2. Security. Reduct implements and will maintain, for as long as it Processes Customer Data, reasonable information security measures designed to ensure the security of Customer Data. Such measures will include at least those set forth in the Data Security Requirements, which are available at https://reduct.video/data-security-requirements and incorporated herein by reference.

5.3. Usage Data; Aggregated Data. Reduct may Process Usage Data and Aggregated Data for internal business purposes, such as to: (a) track use of Services for billing purposes; (b) provide support for Services; (c) monitor the performance and stability of the Services; (d) prevent or address technical issues with the Services; (e) to improve Services, its other products and services and to develop new products and services; and (f) for all other lawful business practices, such as analytics, benchmarking and reports. Customer will not interfere with the collection of Usage Data.

5.4. GDPR. To the extent Vendor will Process Customer Personal Data to provide Services to Customer pursuant to this Agreement, each party will comply with its obligations in the GDPR Data Processing Addendum which is incorporated herein by reference.

5.5. CCPA. To the extent Vendor will Process Customer Personal Information to provide Services to Customer, each party will comply with its respective obligations in the CCPA Data Processing Addendum, which is incorporated herein by reference.

6. Customer Obligations. Customer is responsible for its Customer Data, including its content and accuracy, and will comply with Laws and the AUP when using the Services. Customer represents and warrants that it has made all disclosures, provided all notices, and has obtained all rights, consents and permissions necessary for Reduct to Process Customer Data as set forth in this Agreement without violating or infringing Laws, third-party rights, or terms or policies that apply to the Customer Data.

7. Suspension of Service. Reduct may immediately suspend Customer's access to any or all of the Services if (a) Customer breaches Section 2.4 (Restrictions) or Section 6 (Customer Obligations); (b) Customer's account is 30 days or more overdue; (c) changes to Laws or new Laws require that Reduct suspend a Service or otherwise may impose additional liability on the part of Reduct; (d) Customer's actions risk harm to any of Reduct's other customers or the security, availability, or integrity of a Service; or (e) if Customer exceeds the volume of usage for which Customer has paid. Where practicable, Reduct will use reasonable efforts to provide Customer with prior notice of the suspension (email sufficing). If the issue that led to the suspension is resolved, Reduct will restore Customer's access to the Service(s) in accordance with this Agreement.

8. Customer Systems. Customer will provide and maintain any Customer Systems including maintenance of an identity provider service if the Customer uses SAML-based single sign on to access the Services.

9. Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. Reduct does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability with the Services or how the Third-Party Platforms or their providers use Customer Data. By enabling a Third-Party Platform to interact with the Services, Customer authorizes Reduct to access and exchange Customer Data with such Third-Party Platform on Customer's behalf.

10. Technical Services. Customer will give Reduct timely access to Customer Materials reasonably needed for the Technical Services, and if Customer fails to do so, Reduct's obligation to provide Technical Services will be excused until access is provided. Reduct will use Customer Materials only

for purposes of providing Technical Services. Customer may use Technical Services deliverables only as part of its authorized use of the Services, subject to the same terms as for the Services in Section 2 (Services) and Section 6 (Customer Obligations).

11. Commercial Terms.

11.1. Subscription Term. Except as set forth in an Order, each Subscription Term will automatically renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 30 days before the current Subscription Term ends.

11.2. Fees and Taxes. Fees for the Services are described in each Order ("**Fees**"). Customer will reimburse Reduct for reasonable travel and lodging expenses it incurs in providing Technical Services ("**Expenses**"). All Fees and Expenses will be paid in US dollars unless otherwise provided in an Order. Fees are invoiced as described on the schedule in the Order and Expenses are invoiced in arrears. Unless the Order provides otherwise, all Fees and Expenses are due within 30 days of the invoice date. Fees for renewal Subscription Terms are at Reduct's then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. If Customer believes that Reduct has billed Customer incorrectly, Customer must contact Reduct no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. All Fees and Expenses are non-refundable except as may be set out in Section 12.2 (Warranty Remedy), Section 16.4 (Mitigation), and the SLA. Customer is responsible for any sales, use, goods and services, value-added, withholding or similar taxes or levies that apply to Orders, whether domestic or foreign, other than Reduct's income tax ("**Taxes**"). Fees and Expenses are exclusive of all Taxes.

11.3. Affiliate Orders. An Affiliate of Customer may use Services by entering into its own Order(s) as agreed with Reduct. Each such Order creates a separate agreement between the Affiliate and Reduct which incorporates this Agreement, with the Affiliate treated as "Customer". Neither Customer nor any Customer Affiliate has any rights or obligations under each other's agreement with Reduct, and breach or termination of any such agreement is not breach or termination under any other.

12. Warranties and Disclaimers.

12.1. Limited Warranties. Reduct warrants to Customer that:

(a) each of the Services will perform materially as described in its Documentation and Reduct will not materially decrease the overall functionality of the Service ("**Performance Warranty**") during a Subscription Term ("**Performance Warranty Period**"); and

(b) Reduct will perform any Technical Services in a professional and workmanlike manner ("**Technical Services Warranty**") during the Subscription Term ("**Technical Services Warranty Period**").

The Performance Warranty and Technical Services Warranty are each referred to as a "**Limited Warranty**" and collectively as the "**Limited Warranties**". The Performance Warranty Period and Technical Services Warranty Period are each referred to as a "**Warranty Period**."

12.2. Warranty Remedy. If Reduct breaches a Limited Warranty during the applicable Warranty Period and Customer makes a reasonably detailed warranty claim in the manner required by Reduct within 30 days of discovering a breach of the Performance Warranty for the applicable Service(s) or of receipt of Technical Services, then Reduct will use reasonable efforts to correct the non-conformity. If Reduct cannot do so within 30 days of receipt of Customer's warranty claim, either party may terminate the affected Order as it relates to the non-conforming Service or Technical Services. Reduct will then refund to Customer any pre-paid, unused fees for the terminated portion of the applicable Subscription Term (for the Performance Warranty) or for the non-conforming Technical Services (for the Technical Services Warranty). This Section sets forth Customer's exclusive remedy and Reduct's entire liability for breach of the Limited Warranties. These warranties do not apply to (a) issues caused by Customer's or Users' misuse of or unauthorized modifications to the applicable Service; (b) issues in or caused by Third-Party Platforms or other third-party systems; (c) use of the applicable Service other than according to the Documentation; or (d) Trials and Betas or other free or evaluation use.

12.3. Disclaimers. **Except as expressly provided in Section 12.1 (Limited Warranties), the Services, Support, Technical Services and all other Reduct services are provided "AS IS". Reduct, on its own behalf and on behalf of its suppliers and licensors, makes no other warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. Reduct does not warrant that Customer's use of the Services, including any transcriptions provided, will be uninterrupted or error-free, that Reduct will review Customer Data for accuracy or that it will maintain Customer Data without loss. Reduct is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside Reduct's control. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.**

13. Term and Termination.

13.1. Term. The term of this Agreement (the "**Term**") starts on the Effective Date and continues until expiration or termination of all Subscription Terms.

13.2. Termination. Either party may terminate this Agreement (including any or all Orders) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after notice; (b) ceases operation without a successor; or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

13.3. Effect of Termination. Upon expiration or termination of an Order, Customer's access to and Reduct's obligations to provide the Services, Support and Technical Services described in the Order and any Software will cease. Customer Data and other Confidential Information may be retained in Recipient's standard backups notwithstanding any obligation to delete the applicable Confidential Information but will remain subject to this Agreement's confidentiality restrictions.

13.4. Survival. These Sections survive expiration or termination of this Agreement: 2.4 (Restrictions), 5.3 (Usage Data; Aggregated Data), 6 (Customer Obligations), 11.2 (Fees and Taxes), 12.3 (Disclaimers), 13.3 (Effect of Termination), 13.4 (Survival), 14 (Ownership), 15 (Limitations of Liability), 16 (Indemnification), 17 (Confidentiality), 18 (Required Disclosures), 21 (General Terms), and Exhibit A (Definitions). Except where an exclusive remedy is provided in this Agreement, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

14. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except as expressly provided in this Agreement, as between the parties, Customer retains all intellectual property rights and other rights in Customer Data and Customer Materials provided to Reduct. Except for Customer's use rights in this Agreement, Reduct and its licensors retain all intellectual property rights and other rights in the Services, any Technical Services deliverables, Software, Documentation, Usage Data, and Reduct technology, templates, formats, and dashboards, including any modifications or improvements to these items made by Reduct. If Customer provides Reduct with feedback or suggestions regarding the Services or other Reduct offerings, Reduct may use the feedback or suggestions without restriction or obligation.

15. Limitations of Liability.

15.1. Consequential Damages Waiver. **Except for Excluded Claims, neither party (nor its suppliers or licensors) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business, or any indirect, special, incidental, reliance, or consequential damages of any kind, even if informed of their possibility in advance.**

15.2. Liability Cap. **Except for Excluded Claims, each party's (and its suppliers' and licensor's) entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to Reduct pursuant to this Agreement during the 12 months prior to the date on which the applicable claim giving rise to the liability arose under this Agreement.**

15.3. Excluded Claims. "**Excluded Claims**" means: (a) Customer's breach of Sections 2.4 (Restrictions) or 6 (Customer Obligations); (b) either party's breach of Section 17 (Confidentiality) (but excluding claims relating to Customer Data); or (c) amounts payable to third parties under the indemnifying party's obligations in Section 16 (Indemnification).

15.4. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 15.4 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

16. Indemnification.

16.1. Indemnification by Reduct. Reduct will defend Customer from and against any third-party claim to the extent alleging that a Service as operated by Reduct infringes or misappropriates a third-party's U.S. patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages and costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by Reduct resulting from the claim.

16.2. Indemnification by Customer. Customer will defend Reduct from and against any third-party claim to the extent resulting from Customer Data, Customer Materials, or Customer's breach or alleged breach of Section 6 (Customer Obligations), and will indemnify and hold harmless Reduct against any damages and costs awarded against Reduct (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

16.3. Procedures. The indemnifying party's obligations in this Section 16 are subject to it receiving: (a) prompt written notice of the claim; (b) the exclusive right to control and direct the investigation, defense and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Services, when Reduct is the

indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

16.4. Mitigation. In response to an actual or potential infringement claim, if required by settlement or injunction or as Reduct determines necessary to avoid material liability, Reduct may at its option: (a) procure rights for Customer's continued use of the applicable Service, (b) replace or modify the allegedly infringing portion of the applicable Service to avoid infringement or misappropriation without reducing the Service's overall functionality; or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term.

16.5. Exceptions. Reduct's obligations in this Section 16 do not apply: (a) to infringement or misappropriation resulting from Customer's modification of Services or use of Services in combination with items not provided by Reduct (including Third-Party Platforms); (b) to infringement resulting from Software other than the most recent release; (c) to unauthorized use of Services; (d) if Customer settles or makes any admissions about a claim without Reduct's prior consent; or (e) to Trials and Betas (as defined in Section 19) or other free or evaluation use.

16.6. Exclusive Remedy. **This Section 16 sets out Customer's exclusive remedy and Reduct's entire liability regarding infringement or misappropriation of third-party intellectual property rights**.

17. Confidentiality.

17.1. Definition. "**Confidential Information**" means information disclosed to the receiving party ("**Recipient**") under this Agreement that is designated by the disclosing party ("**Discloser**") as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. Reduct's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Services. Customer's Confidential Information includes Customer Data.

17.2. Obligations. As Recipient, each party will (a) hold Confidential Information in confidence and not disclose it to third parties except as permitted in this Agreement, including Section 5.1 (Use of Customer Data) and (b) only use Confidential Information to fulfill its obligations and exercise its rights in this Agreement. At Discloser's request, Recipient will delete all Confidential Information, except, in the case where Reduct is the Recipient, Reduct may retain the Customer's Confidential Information reasonably necessary to the extent required to continue to provide the Services. Recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Reduct, the subcontractors referenced in Section 21.9), provided it remains responsible for their compliance with this Section 17 and they are bound to confidentiality obligations no less protective than this Section 17.

17.3. Exclusions. These confidentiality obligations do not apply to information that Recipient can document: (a) is or becomes public knowledge through no fault of the receiving party; (b) it rightfully knew or possessed prior to receipt under this Agreement; (c) it rightfully received from a third party without breach of confidentiality obligations; or (d) it independently developed without using Confidential Information.

17.4. Remedies. Unauthorized use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 17.

18. Required Disclosures. Nothing in this Agreement prohibits either party from making disclosures, including of Customer Data and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

19. Trials and Betas. If Customer receives access to Services or features thereof on a free or trial basis or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation during the period designated by Reduct (or if not designated, 30 days). Trials and Betas are optional and either party may terminate Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that Reduct may never release, and their features and performance information are Reduct's Confidential Information. **Notwithstanding anything else in this Agreement, Reduct provides no warranty, indemnity, SLA or support for Trials and Betas, and its liability for Trials and Betas will not exceed US$50**.

20. Publicity. Neither party may publicly announce that the parties have entered into this Agreement except with the other party's prior consent or as required by Laws. However, Reduct may include Customer and its trademarks in Reduct's customer lists and promotional materials but will cease further use at Customer's written request.

21. General Terms.

21.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all its assets or voting securities to the other party involved in such transaction. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

21.2. Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the State of California and the United States without regard to conflicts of laws provisions that would result in the application of the laws of another jurisdiction and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the state and United States federal courts located in San Francisco, California and both parties submit to the personal jurisdiction of those courts.

21.3. Attorneys' Fees and Costs. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

21.4. Notices. Except as set out in this Agreement, any notice or consent under this Agreement must be in writing to the addresses on the first page and will be deemed given: (a) upon receipt if by personal delivery; (b) upon receipt if by certified or registered U.S. mail (return receipt requested); or (c) one day after dispatch if by a commercial overnight delivery service. Notices may not be sent via email unless otherwise expressly permitted elsewhere in this Agreement. Either party may update its address with notice to the other party. Reduct may also send operational notices to Customer by email or through the Services.

21.5. Entire Agreement. This Agreement (which includes all Orders, Schedules, and the Policies) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

21.6. Amendments. Any amendments, modifications, or supplements to this Agreement must be in writing and signed by each party's authorized representatives or, as appropriate, agreed through electronic means provided by Reduct. Nonetheless, with notice to Customer, Reduct may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease Reduct's overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by Reduct; any of these Customer documents are for administrative purposes only and have no legal effect.

21.7. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

21.8. Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

21.9. Subcontractors. Reduct may use subcontractors and permit them to exercise Reduct's rights, but Reduct remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

21.10. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

21.11. Export. Customer will comply with all relevant U.S. and foreign export and import Laws in using any Service. Customer: (a) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a "terrorist supporting" country; (b) agrees not to access or use Services in violation of any U.S. export embargo, prohibition or restriction; and (c) will not submit to the Services any information controlled under the U.S. International Traffic in Arms Regulations.

21.12. Open Source. The Software may incorporate third-party open source software ("**OSS**"). To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

21.13. Government End-Users. Elements of the Services are commercial computer software. If the user or licensee of the Services is an agency, department, or other entity of the United States Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the Services or any related documentation of any kind, including technical data and manuals, is restricted by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Services were developed fully at private expense. All other use is prohibited.

21.14. Conflicts in Interpretation. If there are inconsistencies or conflicts between the terms of the body of this Agreement and the terms of any Schedules, exhibits, attachments, addenda, Policies, and other documents attached to or incorporated by reference in this Agreement, the order of precedence is as follows: (1) the terms contained in the body of this Agreement; (2) the terms of the Schedules, exhibits, attachments, addenda, and Policies to this Agreement; and (3) the Documentation.

Exhibit A

Definitions

1.1. "**Affiliate**" means an entity directly or indirectly owned or controlled by a party, where "ownership" means the beneficial ownership of 50% or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity.

1.2. "**Aggregated Data**" means Customer Data that has been deidentified or aggregated with other data such that the resulting data no longer reasonably identifies Customer or a specific individual.

1.3. "**AUP**" means the then-current version of Reduct's Acceptable Use Policy, which is available at https://reduct.video/acceptable-use-policy or such other URL or location as may be specified by Reduct from time to time.

1.4. "**CCPA Data Processing Addendum**" means the CCPA Data Processing Addendum attached hereto as Exhibit E.

1.5. "**Customer Data**" means any data, information or content that: (a) Customer (including its Users) submits to the Services, including from Third-Party Platforms and (b) is Processed by Reduct to provide the Services to Customer.

1.6. "**Customer Personal Data**" will have the meaning given to it in the GDPR Data Processing Addendum, if applicable.

1.7. "**Customer Personal Information**" will have the meaning given to it in the CCPA Data Processing Addendum, if applicable.

1.8. "**Customer Materials**" means materials, systems and other resources that Customer provides to Reduct in connection with Technical Services.

1.9. "**Customer Systems**" means the Customer's hardware, software, other technology and infrastructure that Customer is required to provide and maintain in order for the Customer to access and use the Services.

1.10. "**Data Security Requirements**" means Reduct's then-current Data Security Requirements, which are available at https://reduct.video/data-security-requirements or such other URL or location as may be specified by Reduct from time to time.

1.11. "**Documentation**" means the then-current version of Reduct's usage guidelines and standard technical documentation for the Services that Reduct makes generally available to its customers that it provides the applicable Services to, the current version of which are at https://help.reduct.video/.

1.12. "**GDPR Data Processing Addendum**" means the GDPR Data Processing Addendum attached hereto as Exhibit D.

1.13. "**High Risk Activities**" means activities where use or failure of a Service could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles, or air traffic control.

1.14. "**Laws**" means all applicable relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications, and export of data.

1.15. "**Order**" means an order that describes the Services being purchased by Customer that is executed by the parties and references this Agreement.

1.16. "**Policies**" means the AUP, SLA, Data Security Requirements, Support Policy, and, if applicable, the GDPR Data Processing Addendum and CCPA Data Processing Addendum.

1.17. "**Process**" means to collect, access, use, disclose, transfer, transmit, store, host, or otherwise process.

1.18. "**Prohibited Data**" means any: (a) special categories of data enumerated in European Union Regulation 2016/679, Article 9(1) or any successor legislation; (b) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented) ("**HIPAA**"); (c) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards ("**PCI DSS**"); (d) other information subject to regulation or protection under specific Laws such as the Children's Online Privacy Protection Act or Gramm-Leach-Bliley Act (or related rules or regulations); (e) social security numbers, driver's license numbers or other government ID numbers; or (f) any data subject to protection by Laws similar to the above Laws.

1.19. "**Schedule**" means a document that adds and/or adjusts certain terms of the Agreement as they apply to the purchase of one or more Services. Each Schedule is governed by and a part of the terms of this Agreement.

1.20. "**Service**" or "**Services**" means the then-current version of Reduct's proprietary cloud service and other services that are identified in the relevant Order (but excluding Support, SLAs and Technical Services). Each of the Services

includes the Software and Documentation for the Service.

1.21. "**SLA**" means the then-current version of Reduct's Service Level Agreement applicable to the Services The version in effect as of the Effective Date is attached as Exhibit B.

1.22. "**Software**" means any software, scripts or other code required by Reduct to operate a Service.

1.23. "**Subscription Term**" means the period during which Customer's subscription to access and use the Services is in effect, as identified in the applicable Order.

1.24. "**Support**" means support for the Services as described in the Support Policy.

1.25. "**Support Policy**" means the then-current version of Reduct's customer support policy with respect to the Services. The version in effect as of the Effective Date is attached as Exhibit C.

1.26. "**Technical Services**" means any implementation, training or configuration services provided by Reduct related to the Services, as identified in an Order. Technical Services exclude Support.

1.27. "**Third-Party Platform**" means any third-party platform, add-on, service or product not provided by Reduct that Customer elects to integrate or enable for use with any Service.

1.28. "**Updates**" means any updates, modifications, or bug fixes to the Services or Documentation that Reduct provides free of additional charge to its customers using a Service.

1.29. "**Upgrades**" means additions, enhancements, upgrades, new services or modules that include new features and substantial increases in functionality to the Services that Reduct makes available to its customers for an additional fee.

1.30. "**Usage Data**" means information generated from the use of the Services, which data does not identify Users, any other natural human persons or Customer, such as technical logs, data and learnings about Customer's use of the Services, but excluding any identifiable Customer Data.

1.31. "**User**" means any employee or contractor of Customer or its Affiliates that Customer allows to use the Services on Customer's behalf.

Exhibit B

Service Level Agreement

The terms of this Service Level Agreement apply with respect to the Services described in Orders.

A. **Additional Defined Terms**. In addition to capitalized terms used in the Agreement, the capitalized terms in this Service Level Agreement have the definitions set forth in this Section:

   a. "**Downtime**" means the time a Service is unavailable.
   b. "**Emergency Maintenance**" means critical changes to a Service that cannot wait for Scheduled Maintenance. These changes could destabilize the Service if not addressed expeditiously. Emergency Maintenance may include security related issues or technical problems that could impact the availability of a Service.
   c. "**Scheduled Maintenance**" means Reduct's scheduled routine maintenance for a Service including to fix non-critical errors and implement Service changes including to the Software.
   d. "**Uptime**" means the time a Service is available and not subject to Downtime.

B. **Target Uptime**. Reduct will use commercially reasonable efforts to meet or exceed an Uptime of 99.9%, as measured each calendar month.

C. **Exclusions**. The calculation of Downtime will not include unavailability to the extent due to the following exclusions (collectively "**Downtime Exclusions**"): (a) Customer's use of Services in a manner not authorized in the Agreement, Documentation or AUP; (b) Reduct's blocking of data communications or other Services in accordance with its policies; (c) general Internet problems; (d) Force Majeure events, outages of third-party connection or other factors outside of Reduct's reasonable control; (e) Customer Software, equipment, network connections or other infrastructure; (f) Third-Party Platforms and other third party systems, acts or omissions; (g) Scheduled Maintenance; (h) Emergency Maintenance; and (i) U.S. federal holidays and weekends.

D. **Service Credits**. For any period of Downtime lasting more than one consecutive hour in a particular day (a) which is verified by Reduct and (b) for which Customer makes a request for credit to Reduct within 24 hours of such failure, Customer will be entitled to a credit that is based on the fees due for the affected Service on that day, not to exceed more than one such credit per day, which will be calculated as follows ("**Service Credit**"):

Downtime	**Service Credit (% of fees for the day on which Downtime occurs)**
60 consecutive minutes	10%
90 consecutive minutes	15%
120 consecutive minutes	20%
< 150 consecutive minutes	25%

Reduct will apply each Service Credit to Customer's next invoice, provided that Customer's account is fully paid up, without any outstanding payment issues or disputes. No Service Credit may be used outside of the month in which the qualifying Downtime occurred. Customer will not receive any refunds or other monetary compensation for any unused Service Credits. Service Credits in any calendar month will not exceed one week's worth of recurring subscription fees for the Service (for the avoidance of doubt, this will not include fees that vary based on usage). Service Credits constitute liquidated damages and are not a penalty. Service Credits are Customer's sole and exclusive remedy, and Reduct's sole and exclusive liability, for Reduct's failure to meet the Uptime.

Exhibit C

Support Policy

Reduct will remotely provide assistance to Customer with the resolution of problems with the Services described in Orders in accordance with the following terms.

A. **Support Hours**. Support is provided during Reduct's normal business hours (9AM – 5PM Pacific Time, not including Saturdays and Sundays and U.S. federal holidays) ("**Support Hours**" and "**Support Days**" respectively).

B. **Incident Submission and Customer Cooperation**. Customer shall identify, investigate and attempt to resolve all problems with the Service (each an "**Incident**") prior to contacting Reduct, and should only escalate Customer problems to Reduct after exhausting all reasonable means available to Customer to resolve the Incident, including Documentation and training. In the event Customer is not able to resolve the Incident, it should be escalated to Reduct Support using the following process. Customer may report Incidents by contacting Reduct at the applicable email specified in the table below. Customer shall report all Priority Level 1 Incidents by email to the email address set forth in the table below. All other Incidents shall be reported by email. Customer agrees to provide Reduct with reasonable access to all necessary personnel to answer questions about any Incidents reported by Customer regarding the Service. Reduct does not guarantee performance of the Services if such access is not provided by Customer. When reporting an Incident, Customer shall provide information as reasonably required for Reduct which includes the following information to Reduct regarding the Incident:

- Date Observed
- Start time of Incident
- Feature
- Client OS
- Client Browser type and Version
- Aspects of the Service that are unavailable or not functioning correctly
- Error Code or Wording of any message displayed by the Service and frequency
- Relevant log files or data
- List of steps Customer has used to reproduce Incident
- Repeatable by Others: Yes/No
- Additional Info/Attachments

C. **Primary Contacts**. Customer shall appoint 2 individuals to serve as primary contacts between Customer and Reduct and all of Customer's support inquiries shall be initiated through these contacts.

D. **Incident Response**. Reduct's Support personnel will assign a priority level ("**Priority Level**") to each Incident and seek to provide responses in accordance with the table below.

Incident Priority Level	Incident Description	Email Address	Target Response Time
Priority Level 1	The Service is unavailable such that Customer's business is critically affected and a Workaround is unavailable. A "**Workaround**" means a temporary modification or change to the Service that circumvents or effectively mitigates the adverse effects of an Incident so that the Service performs in accordance with the applicable Documentation.	support@reduct.video	2 Business Hours

Priority Level 2	An Incident where the Service is responding and functional but performance is degraded and potentially has severe impact on operation of the Service for multiple Users.	support@reduct.video	1 Business Day
Priority Level 3	Non-critical issue; no significant impact on performance of the Service but User experience may be affected.	support@reduct.video	5 Business Days
Priority Level 4	No impact to the functionality of Service or to Customer's business. This includes requests about the Service such as an enhancement, information, documentation, and how-to questions.	support@reduct.video	20 Business Days

E. **Support by Customer**. Customer will provide all support to its Users and will manage and perform all communication with its customers. At no time will Reduct be expected to communicate directly with Customer's customers.

F. **Exclusions.** Reduct will have no obligation to provide Support to the extent an Incident arises from: (a) use of the Service, including, without limitation, in a manner not consistent with the Documentation, AUP or specifications; (b) use in conjunction with systems, products or components not reasonably anticipated to be used with the Service or part thereof; (c) modifications to the Service that were neither made by or authorized by Reduct; (b) Third-Party Platforms or other third-party systems; (c) Trials and Betas or other free or evaluation use; or (d) Technical Services deliverables.

Exhibit D

GDPR DATA PROCESSING AGREEMENT

Pursuant to the Agreement, the Parties hereby adopt this GDPR Data Processing Addendum ("**DPA**"). In the event of a conflict between this DPA and the Agreement with respect to the subject matter of this DPA, the provisions of this DPA will control to the extent of such conflict. This DPA is incorporated into and forms part of the Agreement, but this DPA does not otherwise modify the Agreement.

1. Definitions.

1.1. "**Controller**," "**Data Subject**," "**Personal Data**," "**Personal Data Breach**," "**Processing**," "**Processor**," and "**Supervisory Authority**" will have the meanings given to them in the GDPR.

1.2. "**Customer Personal Data**" means any Customer Data that constitutes Personal Data that is subject to Data Protection Laws, for which Customer or Third-Party Controller is the Controller, and which is Processed by Reduct to provide Services to Customer.

1.3. "**Customer Personal Data Breach**" means a Personal Data Breach involving Customer Personal Data.

1.4. "**Data Protection Laws**" means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data ("**GDPR**"), and the e-Privacy Directive 2002/58/EC (as amended by Directive 2009/136/EC), their national implementations in the European Economic Area ("**EEA**"), and all other data protection laws of the EEA including laws of the European Union ("**EU**"), the United Kingdom ("**UK**") General Data Protection Regulation ("**UK GDPR**") and the UK Data Protection Act 2018, and the data protection laws of Switzerland, each to the extent applicable to the Processing of Customer Personal Data by Reduct to provide the Services to Customer, and as may be amended or replaced from time to time.

1.5. "**Data Subject Rights**" means all rights granted to Data Subjects by Data Protection Laws, including the right to information, access, rectification, erasure, restriction, portability, objection, the right to withdraw consent, and the right not to be subject to automated individual decision-making.

1.6. "**International Data Transfer**" means any transfer of Customer Personal Data from the EEA, UK or Switzerland to an international organization or to a country outside of the EEA, UK, or Switzerland, and includes any onward disclosure of Customer Personal Data to another recipient within that country, as well as any onward transfer of Customer Personal Data from the international organization or the country outside of the EEA, UK, or Switzerland to another country outside of the EEA, UK, or Switzerland.

1.7. "**Personnel**" means any natural person acting under the authority of Reduct.

1.8. "**Sensitive Data**" means any type of Personal Data that is designated as a sensitive or special category of Personal Data or otherwise subject to additional restrictions under Data Protection Laws.

1.9. "**Standard Contractual Clauses**" or "**SCCs**" mean the clauses annexed to the EU Commission Implementing Decision 2021/914 of June 4, 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council (OJ L 199, 7.6.2021, p. 31-61), as amended or replaced from time to time.

1.10. "**Sub-processor**" means a Processor engaged by another Processor to carry out Processing on behalf of a Controller.

1.11. "**Third-Party Controller**" means a Controller for which Customer is a Processor.

1.12. "**UK Addendum**" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses issued by the UK Information Commissioner under Section 119A of the UK Data Protection Act 2018 (version B1.0, in force March 21, 2022), available at https://ico.org.uk/media/for-organisations/documents/4019483/international-data-transfer-addendum.pdf.

2. Scope and Applicability.

2.1. The DPA applies to Processing of Customer Personal Data by Reduct to provide the Services to Customer.

2.2. The subject matter, nature, and purpose of the Processing of Customer Personal Data by Reduct, the types of Customer Personal Data and categories of relevant Data Subjects are set out in **Appendix I** and the Agreement.

2.3. Customer is a Controller and appoints Reduct as a Processor on behalf of Customer. Customer is responsible for compliance with the requirements of Data Protection Laws applicable to Controllers.

2.4. To the extent Customer is a Processor on behalf of a Third-Party Controller, Customer engages Reduct as a Sub-processor to Process Customer Personal Data on behalf of that Third-Party Controller. To the extent necessary for Customer or Third-Party Controller to comply with Data Protection Laws, Customer may assign certain or all rights granted to Customer in this DPA to that Third-Party Controller.

2.5. Customer acknowledges that Reduct may Process Customer Personal Data relating to the operation, support, or use of the Services for its own business purposes, such as billing, account management, data analysis, benchmarking, technical support, and product development. Reduct is the Controller for such Processing and will Process such data in accordance with Data Protection Laws.

3. Duration of this DPA.

3.1. This DPA is effective for as long as Reduct Processes Customer Personal Data on behalf of Customer.

4. Collecting, Processing, and Sub-Processing of Customer Personal Data.

4.1. *Reduct Data Processing*

4.1.1. Reduct will comply with its obligations as a Processor under applicable Data Protection Laws and will process Customer Personal Data to provide Services and in accordance with Customer's documented instructions. Customer's instructions are documented in this DPA and the Agreement. Reduct is prohibited from Processing Personal Data beyond Customer's instructions.

4.1.2. Reduct will comply with documented instructions of Customer related to Reduct's Processing of Customer Personal Data. Unless prohibited by applicable law, Reduct will inform Customer if Reduct is subject to a legal obligation that requires Reduct to Process Customer Personal Data in contravention of Customer's documented instructions.

4.1.3. Both Customer and Third-Party Controller may reasonably issue additional Processing instructions as necessary to comply with Data Protection Laws.

4.1.4. Upon notice in writing, Customer may terminate the Agreement if Reduct declines to follow Customer's reasonable instructions that are outside the scope of, or changed from, those given or agreed to in this DPA, to the extent such instructions are necessary to enable Customer to comply with Data Protection Laws.

4.2. *Sub-processing*

4.2.1. Customer hereby authorizes Reduct to engage the Sub-processors listed in **Appendix III**.

4.2.2. Reduct will enter into a written agreement with Sub-processors that imposes at least the same obligations with respect to Customer Personal Data as those required by Data Protection Laws.

4.2.3. Reduct will inform Customer prior to any intended change to Sub-processors. Customer may object to the addition of a Sub-processor based on reasonable grounds relating to a potential or actual violation of Data Protection Laws by providing written notice detailing the grounds of such objection within thirty (30) days following Reduct's notification of the intended change. Customer and Reduct will work together in good faith to address Customer's objection. If Reduct chooses to retain the Sub-processor, Reduct will inform Customer at least thirty (30) days before authorizing the Sub-processor to Process Customer Personal Data, and Customer may immediately discontinue using the relevant parts of the Services, and may terminate the relevant parts of the Services within thirty (30) days of providing written notice to Reduct.

5. Technical and Organizational Security Measures.

5.1. *Measures by Reduct*

5.1.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Reduct will implement appropriate technical and organizational measures designed to ensure a level of security appropriate to the risk, including the measures listed in **Appendix II**.

5.2. *Personnel*

5.2.1. Reduct shall grant access to Customer Personal Data undergoing Processing to Personnel only to the extent strictly necessary.

5.2.2. Reduct will take reasonable steps to ensure that all Personnel authorized to Process Customer Personal Data are subject to a contractual or statutory obligation of confidentiality.

6. Notification.

6.1. Reduct must inform Customer without undue delay after Reduct becomes aware of a Customer Personal Data Breach. Reduct must, to the extent known, inform Customer of the nature of the Customer Personal Data Breach, the categories and number of Data Subjects whose Customer Personal Data was impacted by the Customer Personal Data Breach, the categories and amount of Customer Personal Data impacted by the Customer Personal Data Breach, the likely consequences of the Customer Personal Data Breach, and the measures taken or proposed to be taken by Reduct to address the Customer Personal Data Breach and mitigate possible adverse effects thereof.

7. Assistance.

7.1. Reduct must assist Customer, including by implementing appropriate technical and organizational measures, with the fulfilment of Customer's own obligations under Data Protection Laws with respect to Reduct's Processing of Customer Personal Data, including:

7.1.1. Complying with Data Subjects' requests to exercise Data Subject Rights;

7.1.2. Replying to inquiries or complaints from Data Subjects;

7.1.3. Replying to investigations and inquiries from Supervisory Authorities; and

7.1.4. Conducting data protection impact assessments and prior consultations with Supervisory Authorities.

8. Accountability.

8.1. To the extent required under applicable Data Protection Laws, Reduct must maintain records of all Processing of Customer Personal Data by or on behalf of Reduct, including at a minimum the information required under Data Protection Laws, and must provide a copy of such records to Customer upon Customer's written request.

9. Audits.

9.1. Upon Customer's written request and subject to the confidentiality provisions of the Agreement, Reduct will make available to Customer information reasonably necessary to demonstrate Reduct's compliance with its obligations pursuant to this DPA and allow for and contribute to audits, including inspections, to the extent such audits or inspections are mandated by a Supervisory Authority or reasonably requested by Customer and performed by an independent auditor as agreed upon by Customer and Reduct with at least sixty (60) days' prior notice and not more than once per calendar year unless as otherwise required by Data Protection Laws. Unless the audit reveals a material breach by Reduct of this DPA or Data Protection Laws, Customer shall bear the costs of the audit.

9.2. Customer may request audits of Reduct's technical and organizational security methods designed to ensure compliance with this DPA. Upon Customer's written request and no more than once per calendar year, Reduct will make available to Customer a summary of the most recent audit report.

9.3. Either Party requesting such audit information does so at their sole cost and expense, and agrees to remunerate the other Party of any costs incurred by such party in connection with such audit requests.

10. International Data Transfers.

10.1. Customer hereby authorizes Reduct to perform International Data Transfers:

10.1.1. To any country subject to a valid adequacy decision of the EU Commission or the competent authorities, as appropriate;

10.1.2. To the extent authorized by Supervisory Authorities or by the competent authority on the basis of an organization's binding corporate rules; and

10.1.3. To any data importer with whom Customer has entered into SCCs.

10.2. By signing this DPA, Customer and Reduct hereby agree to include the provisions of module two (Controller to Processor) and, to the extent Customer is a Processor on behalf of a Third-Party Controller, module three (Processor to Sub-processor) of the Standard Contractual Clauses, which are hereby incorporated into this DPA and completed as follows: the "data exporter" is Customer ; the "data importer" is Reduct; the optional docking clause in Clause 7 is implemented; Clause 9(a) option 2 is implemented and the time period therein is specified as thirty (30) days; the optional redress clause in Clause 11(a) is struck; Clause 17 option 1 is implemented and the governing law is the law of Ireland ; the courts in Clause 18(b) are the Courts of Dublin, Ireland; Annexes I, II and III to the SCCs are Appendixes I, II and III to this DPA respectively.

10.3. By signing this DPA, Customer and Reduct conclude the UK Addendum, which applies to International Data Transfers out of the UK in addition to the Standard Contractual Clauses, and which is hereby incorporated, and Part 1 of the UK Addendum is completed as follows: (i) in Table 1, the "Exporter" is Customer and the "Importer" is Reduct, their details and signatures are set forth in the Agreement; (ii) in Table 2, the first option is selected and the "Approved EU SCCs" are the Standard Contractual Clauses referred to in **Section 10.2** of this DPA; (iii) in Table 3, "Annex 1A" and "Annex 1B" to the "Approved EU SCCs" is **Appendix I** to this DPA and "Annex II" to the "Approved EU SCCs" is **Appendix II** to this DPA; and (iv) in Table 4, both the "Importer" and the "Exporter" can terminate the UK Addendum.

10.4. If Reduct's compliance with Data Protection Laws applicable to International Data Transfers is affected by circumstances outside of Reduct's control, including if a legal instrument for International Data Transfers is invalidated, amended, or replaced, then Customer and Reduct will work together in good faith to reasonably resolve such non-compliance.

11. Notifications.

11.1. Reduct will send all notifications, requests, and instructions under this DPA to Customer via email to: _____.

12. Confidentiality.

12.1. Reduct must keep all Customer Personal Data and all information relating to the Processing thereof, in strict confidence.

13. Term and Duration of Processing.

13.1. Upon termination of the Processing, Reduct must, at Customer's choice, delete or return all Customer Personal Data and must delete all remaining copies within ninety (90) days after confirmation of Customer's choice.

13.2. This DPA is terminated upon Reduct's deletion of all remaining copies of Customer Personal Data.

14. Miscellaneous.

14.1. This DPA is governed by the laws of Ireland. Any disputes relating to this DPA will be subject to the exclusive jurisdiction of the courts of Dublin, Ireland.

14.2. In the event of a conflict between the Agreement and this DPA with respect to the subject matter of this DPA, the terms of this DPA shall control to the extent of such conflict.

14.3. If any provision of this DPA is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, then the invalidity or unenforceability of such provision does not affect any other provision of this DPA, and all provisions not affected by such invalidity or unenforceability will remain in full force and effect.

APPENDIX I
DESCRIPTION OF THE TRANSFER

LIST OF PARTIES

Data exporter:
Name:
Address:
Contact person's name, position and contact details:
Activities relevant to the data transferred under these Clauses: Providing the Services as described in the Agreement.
Role (controller/processor):
Data importer:
Name: Reduct, Inc.
Address: As detailed in the Agreement
Contact person's name, position and contact details: Robert Ochshorn, CEO, rmo@reduct.video
Activities relevant to the data transferred under these Clauses: Providing the Services as described in the Agreement.
Role (controller/processor): Processor on behalf of data exporter, or Sub-processor on behalf of Third-Party Controller

DESCRIPTION OF INTERNATIONAL DATA TRANSFER

- Categories of Data Subjects whose Personal Data is transferred:

#	**Category of Data Subjects Whose Personal Data is Transferred**
1.	Customer's personnel, staff, and contractors
2.	Customer's end-users
3.	Data Subjects included in audio/video streams that Customer's end-users upload through the Services

Categories of Personal Data transferred:

#	**Category of Personal Data**
4.	Email address, name, profile picture, role, and other professional contact details
5.	Audio/video material uploaded by Customer and generated transcript
6.	Metadata (titles, tags, description, filenames) added by Customer to audio/video feed through the Reduct application
7.	Edited video (reels) using the Reduct application
8.	Usage analytics

The following categories of sensitive data are transferred:

	Category of Sensitive Data	**Applied Restrictions or Safeguards**
1.	The Services do not knowingly collect Sensitive Data. To the extent that Customer makes Reduct aware of any Sensitive Data being Processed through the Services, Reduct will apply appropriate restrictions or safeguards.	• Encryption in-transit and at-rest; • Pseudonymization; • Documented operational protocols around purpose limitation and need-to-know access; and • Other appropriate safeguards documented in Reduct's SOC 2 report and security policy.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis): The data is transferred on a continuous basis.
Nature of the Processing: The Processing concerns the provision of Services as set out in the Agreement and any applicable statement of work.
Purpose(s) of the data transfer and further Processing: To provide the Services to Customer as described in the Agreement.

The period for which the Personal Data will be retained, or, if that is not possible, the criteria used to determine that period: Personal Data will be retained for as long as necessary taking into account the purpose of the Processing and in compliance with applicable laws, including laws on the statute of limitations and Data Protection Law.

For transfers to (Sub)Processors, also specify subject matter, nature, and duration of the Processing: For the subject matter and nature of the Processing, reference is made to the Agreement and this DPA. The Processing will take place for the duration of the Agreement.

COMPETENT SUPERVISORY AUTHORITY

The competent authority for the Processing of Customer Personal Data relating to Data Subjects located in the EEA is the Supervisory Authority of Ireland.

The competent authority for the Processing of Customer Personal Data relating to Data Subjects located in the UK is the UK Information Commissioner.

APPENDIX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Reduct will, at a minimum, implement the following types of security measures:

Physical Access Control

Technical and organizational measures to prevent unauthorized persons from gaining access to the data processing systems available in premises and facilities (including databases, application servers and related hardware), where Customer Personal Data are Processed, include:

- ☐ Establishing security areas;
- ☐ Key management, card-keys procedures; and
- ☐ Door locking (electric door openers etc.).

Virtual Access Control

Technical and organizational measures to prevent data processing systems from being used by unauthorized persons include:

- ☐ User identification and authentication procedures;
- ☐ ID/password security procedures (special characters, minimum length, change of password);
- ☐ Automatic blocking (e.g., password or timeout);
- ☐ Monitoring of break-in-attempts and automatic turn-off of the user ID upon several erroneous login attempts;
- ☐ Creation of one master record per user, user-master data procedures per data processing environment; and
- ☐ Encryption of archived data media.

Data Access Control

Technical and organizational measures to ensure confidentiality and that persons entitled to use a data processing system gain access only to such Customer Personal Data in accordance with their access rights, and that Customer Personal Data cannot be read, copied, modified, or deleted without authorization, include:

- ☐ Internal policies and procedures;
- ☐ Control authorization schemes;
- ☐ Default configuration;
- ☐ Differentiated access rights (profiles, roles, transactions, and objects);
- ☐ Monitoring and logging of accesses;
- ☐ Disciplinary action against employees who access Customer Personal Data without authorization;
- ☐ Reports of access;
- ☐ Access procedure;
- ☐ Change procedure;
- ☐ Deletion procedure; and
- ☐ Encryption.

Disclosure Control

Technical and organizational measures to ensure that Customer Personal Data cannot be read, copied, modified, or deleted without authorization during electronic transmission, transport, or storage on storage media (manual or electronic), and that it can be verified to which companies or other legal entities Customer Personal Data are disclosed, include:

- ☐ Encryption/Pseudonymization/tunneling;
- ☐ Logging; and

☐ Transport security.

Entry Control
Technical and organizational measures to monitor whether Customer Personal Data have been entered, changed, or removed (deleted), and by whom, from data processing systems, include:

☐ Logging and reporting systems; and

☐ Audit trails and documentation.

Control of Instructions
Technical and organizational measures to ensure that Customer Personal Data are Processed solely in accordance with the instructions of the Controller include:

☐ Unambiguous wording of the contract;

☐ Formal commissioning (request form); and

☐ Criteria for selecting the Processor.

Availability Control
Technical and organizational measures to ensure the integrity, availability and resilience of the processing systems, and that Customer Personal Data are protected against accidental destruction or loss (physical/logical) include:

☐ Backup procedures;

☐ Mirroring of hard disks (e.g., RAID technology);

☐ Uninterruptible power supply (UPS);

☐ Remote storage;

☐ Anti-virus/firewall systems; and

☐ Disaster recovery plan, in the event of a physical or technical incident.

Separation Control
Technical and organizational measures to ensure that Customer Personal Data collected for different purposes can be Processed separately include:

☐ Separation of databases;

☐ “Internal client” concept / l imitation of use;

☐ Segregation of functions (production/testing); and

☐ Procedures for storage, amendment, deletion, transmission of data for different purposes.

Testing Controls
Technical and organizational measures to test, assess and evaluate the effectiveness of the technical and organizational measures implemented to ensure the security of the processing include:

☐ Periodical review and test of disaster recovery plan;

☐ Testing and evaluation of software updates before they are installed;

☐ Authenticated (with elevated rights) vulnerability scanning; and

☐ Test bed for specific penetration tests and Red Team attacks.

IT Governance
Technical and organizational measures to improve the overall management of IT and ensure that the activities associated with information and technology are aligned with the compliance efforts include:

☐ Certification/assurance of processes and products;

☐ Processes for data minimization;

- ☐ Processes for data quality;
- ☐ Processes for limited data retention;
- ☐ Processes for ensuring accountability; and
- ☐ Data subject rights policies.

The measures in this Appendix apply to all transfers described in this DPA.

APPENDIX III
LIST OF SUBPROCESSORS

Customer authorizes Reduct to engage the following Subprocessors:

#	Name	Address	Contact Details	**Description of the processing** (including a clear delimitation of responsibilities in case several Subprocessors are authorized)
1.	Google Cloud Platform	1600 Amphitheatre Parkway, Mountain View, CA	Tiffany Gibbs Google Cloud Account Manager tiffanygibbs@google.com	Web hosting, compute, storage, network
2	Twilio Sendgrid	101 Spear Street, 1st Floor, San Francisco, California, 94105, United States of America	N/A (self-service)	Automated email sending
3	Reduct Nepal, Pvt Ltd	काठमाडौँ 44600, Kathmandu, Nepal	Punit Jajodia CEO punit@reduct.video	Professional (human) transcription (as applicable)
5	OpenAI, Inc	3180 18th St, San Francisco, CA 94110	Signed DPA with Sheila Dunning, Head of Commercial Legal. privacy@openai.com	LLM-based AI features. No customer data is retained by OpenAI for public models. This sub processor can be disabled by customer request.
6	Hyperdoc Inc, DBA RecallAI	2261 Market Street #4339 San Francisco, CA 94114	Amanda Zhu amanda@recallai.com	Live Capture call-bot (Zoom, Meet, and Teams integration)

Exhibit E
CCPA Data Processing Addendum

Pursuant to the Agreement, and in furtherance of obligations under the California Consumer Privacy Act of 2018 (California Civil Code §§ 1798.100 to 1798.199) and its implementing regulations, as amended or superseded from time to time ("**CCPA**"), the Parties hereby adopt this CCPA Data Processing Addendum ("**Addendum**") for so long as Reduct maintains Personal Information on behalf of Customer. This Addendum is incorporated into and forms part of the Agreement. In the event of a conflict between this Addendum and the Agreement with respect to the subject matter of this Addendum, the provisions of this Addendum will control to the extent of such conflict.

1. Definitions. For the purposes of this Addendum--

1.1. Capitalized terms used in this Addendum and not otherwise defined in this Addendum or the Agreement will have the definitions set forth in the CCPA.

1.2. As used in this Addendum:

1.2.1. "**Personal Information**" will have the meaning given to it by the CCPA; and

1.2.2. "**Customer Personal Information**" means Customer Data that constitutes Personal Information provided by Customer, or which is collected on behalf of Customer by Reduct, to provide Services to Customer pursuant to the Agreement or to perform a Business Purpose.

2. Roles and Scope.

2.1. This Addendum applies only to the Collection, retention, use, disclosure, and other processing of Customer Personal Information by Reduct to provide Services to Customer.

2.2. The Parties acknowledge and agree that Customer is a Business and appoints Reduct as a Service Provider to process Customer Personal Information on behalf of Customer.

2.3. Reduct's collection, retention, use, disclosure, or other processing of Personal Information for its own purposes independent of Customer's use of the Services specified in the Agreement are outside the scope of this Addendum.

3. Restrictions on Processing.

3.1. Except as otherwise permitted by the CCPA or as set forth in the Agreement, Reduct is prohibited from (i) retaining, using, or disclosing Customer Personal Information for any purpose other than for the specific purpose of performing the Services specified in the Agreement for Customer, as set out in this Addendum and (ii) further Collecting, Selling, or using Customer Personal Information except as necessary to perform the Services.

4. Notice.

4.1. Customer represents and warrants that it has provided notice that the Customer Personal Information is being used or shared consistent with Cal. Civ. Code 1798.140(t)(2)(C)(i).

5. Consumer Rights.

5.1. Reduct will provide commercially reasonable assistance to Customer for the fulfillment of Customer's obligations to respond to CCPA-related Consumer rights requests regarding Customer Personal Information.

6. Sale of Information.

6.1. The Parties acknowledge and agree that the exchange of Customer Personal Information between the Parties does not form part of any monetary or other valuable consideration exchanged between the Parties with respect to the Agreement or this Addendum.

7. Subcontractors.

7.1. To the extent Reduct provides Customer Personal Information to its subcontractors, Reduct will obligate each such subcontractor in writing to obligations at least as protective of Customer

Personal Information as those set forth in this Addendum.

8. Deidentified Information.

8.1. In the event either Party shares Deidentified Information with the other Party, the receiving Party warrants that it: (i) has implemented technical safeguards that prohibit reidentification of the Consumer to whom the information may pertain; (ii) has implemented business processes that specifically prohibit reidentification of the information; (iii) has implemented business processes to prevent inadvertent release of Deidentified Information; and (iv) will make no attempt to reidentify the information.

9. Mergers, Sales, or Other Asset Transfers.

9.1. In the event that either Party transfers to a Third Party the Customer Personal Information of a Consumer as an asset that is part of a merger, acquisition, bankruptcy, or other transaction in which the Third Party assumes control of all or part of such Party to the Agreement, that information will be used or shared consistently with applicable law. If a Third Party materially alters how it uses or shares the Customer Personal Information of a Consumer in a manner that is materially inconsistent with the promises made at the time of Collection, it will provide prior notice of the new or changed practice to the Consumer in accordance with applicable law.

10. As Required by Law.

10.1. Notwithstanding any provision to the contrary of the Agreement or this Addendum, Reduct may cooperate with law enforcement agencies concerning conduct or activity that it reasonably and in good faith believes may violate federal, state, or local law.

11. Changes to Applicable Privacy Laws.

11.1. The Parties agree to cooperate in good faith to enter into additional terms to address any modifications, amendments, or updates to applicable statutes, regulations or other laws pertaining to privacy and information security, including, where applicable, the CCPA.

12. CCPA Exemption.

12.1. Notwithstanding any provision to the contrary of the Agreement or this Addendum, the terms of this Addendum will not apply to Reduct's processing of Customer Personal Information that is exempt from the CCPA, including under Cal. Civ. Code 1798.145(a).

Optional Clauses

1. Indemnification.

1.1. To the extent that the Agreement requires Reduct to collect, use, retain, disclose, or reidentify any Customer Personal Information as directed by Customer, Customer will be solely liable and will hold harmless and indemnify Reduct for any damages or reasonable costs, including attorneys' fees and interest, arising from or related to the collection, use, retention, disclosure, or reidentification of such Personal Information by Reduct as directed by Customer.

2. Security.

2.1. Reduct will implement and maintain no less than reasonable security procedures and practices, appropriate to the nature of the information, to protect the Customer Personal Information from unauthorized access, destruction, use, modification, or disclosure.

ELASTIC CLOUD SERVICE SUBSCRIPTION AGREEMENT

NOT FOR EDITING OR NEGOTIATION.
Effective Date: FEBRUARY 28, 2025

This Elastic Cloud Service Subscription Agreement (**"Subscription Agreement**") is entered into between Elastic and Customer and governs Customer's access and use of a Cloud Service, regardless of how Customer purchased such Cloud Service, whether directly from Elastic or via a Reseller or Marketplace. The "**Effective Date**" of the Subscription Agreement is the: (a) the date of the last signature on an Order Form between Customer and Elastic; (b) the date upon which Customer accepts a private offer via the applicable Marketplace; or (c) the date of the last signature on an Order Form executed by Elastic and a Reseller on behalf of Customer.

1. DEFINITIONS.

"**Annual Period**" means, with respect to an Annual Subscription, an applicable period of no more than 12 months within a Subscription Term, during which Customer's Annual Allotment shall be made available to Customer in Monthly Allotments, as set forth in the applicable Order Form.

"**Annual Subscription**" means a Cloud Service Subscription where Customer has prepaid fees for Resources ("**Annual Allotment**") that shall be made available to Customer in Monthly Allotments during the applicable Annual Period, as set forth in the applicable Order Form.

"**Affiliate**" means an organization that controls, is controlled by, or which is under common control with, a party, where "**control**" means direct or indirect ownership of at least 50% of the voting interests of the organization.

"**Agreement**" means collectively, this Subscription Agreement, any document incorporated by reference (including, if applicable the Financial Services Addendum) and any applicable Order Form.

"**Cloud Service**" means an Elastic software-as-a-service offering, that is generally made available by Elastic to its customers.

"**Consumption Period**" means, with respect to a Consumption Subscription, an applicable period of no more than 12 months within a Subscription Term, during which Customer's Credit Allotment may be used, as set forth in the applicable Order Form.

"**Consumption Subscription**" means a Cloud Service Subscription, where Customer has committed to purchase the specified quantity of consumption credits ("**Credit Allotment"**) for each Consumption Period, as set forth in the applicable Order Form.

"**Content**" means any information and/or data ingested into a Cloud Service by Customer at Customer's discretion.

"**Customer**" means the Customer entity set forth in: (a) an Order Form between Customer and Elastic; (b) the private offer submitted by Elastic via the applicable Marketplace; or (c) an Order Form executed by Elastic and a Reseller on behalf of Customer.

"**Customer Information**" means (as applicable) Content or Customer data provided by Customer to Elastic in connection with the delivery of Support Services.

"**Documentation**" means Cloud Service documentation located at www.elastic.co/guide/index.html.

"**Elastic**" means the Elastic entity set forth in: (a) an Order Form between Customer and Elastic; (b) the private offer submitted by Elastic via the applicable Marketplace; or (c) an Order Form executed by Elastic and a Reseller on behalf of Customer.

"**Elastic DPA**" means Elastic's data processing addendum located at https://www.elastic.co/pdf/v100623-0-elastic-customer-dpa.pdf.

"**Elastic Security Standards**" means Elastic's information security standards set forth in the Elastic Information Security Addendum located at https://www.elastic.co/pdf/elastic-information-security-addendum-consolidated-v030121-3.pdf.

"**Elastic Trademarks**" means all trademarks, trademark applications, registered trademarks, service marks, trade names, logos, designs, brands, taglines and other symbols or marks intended to indicate Elastic as the source of a Cloud Service.

"**Eligible Features and Functions**" means the features and functions of a Cloud Service that are eligible for access and use by Customer based on the Subscription Level purchased by Customer, as further described at https://www.elastic.co/cloud/as-a-service/cloud_services/subscriptions.

"**Financial Services Addendum**" means Elastic's Financial Services Addendum located at https://www.elastic.co/agreements/global/fsa, which sets out additional terms and conditions applicable solely to financial services Customers that are regulated by Applicable Law (as defined in the Financial Services Addendum).

"**Infringement Claim**" means a claim brought against Customer by an unaffiliated third party alleging that Customer's use of a Cloud Service in accordance with the Agreement during the applicable Subscription Term infringed such unaffiliated third party's intellectual property.

"**Marketplace**" means a cloud service provider marketplace as further described in Section 2 below.

"**Monthly Allotment**" means the Annual Allotment divided by the number of months in the applicable Annual Period.

"**Monthly Subscription**" means a Cloud Service Subscription that grants the right for Customer to use a Cloud Service on a month-to-month basis.

"**Order Form**" means an ordering document provided by Elastic pursuant to which Customer, or a Reseller acting on Customer's behalf, purchases Subscriptions under the Agreement.

"**Reseller**" means a third party authorized by Elastic to promote and resell Subscriptions.

"**Resources**" means the components (including, memory, storage, data transfers, storage snapshots and/or such other components) of a Cloud Service for which fees or credits are metered, accrued or consumed with use.

"**Subscription**" means Customer's right to use and/or access a Cloud Service during the applicable Subscription Term and, if applicable to the Subscription Level purchased by Customer, to receive associated Support Services, in each case, as set forth in the applicable Order Form.

"**Subscription Level**" means the level of a Subscription purchased by Customer. The Subscription Level determines the Eligible Features and Functions that Customer is entitled to access and use during the Subscription Term, and the Support Services that Customer is entitled to receive, if any, with respect to a Cloud Service included in the Subscription.

"**Subscription Term**" means the entire duration of a Subscription, commencing on the first start date and ending on the last end date as set forth on the applicable Order Form.

"**Support Services**" means Elastic's maintenance and support services, if any, that are included in a Subscription, as more fully described in the applicable Support Services Policy.

"**Support Services Policy**" means Elastic's support services policy for a Cloud Service located at https://www.elastic.co/legal/support_policy/cloud_services.

2. ORDERS / RESELLERS / MARKETPLACE.

2.1 **ORDERS**. Orders for Subscriptions may be placed by Customer through: (a) the execution of an Order Form between Elastic and Customer; or (b) via a Reseller or Marketplace as described below.

2.2 **PURCHASES VIA A RESELLER.** Customer may purchase Subscriptions via a Reseller. Reseller and Customer shall enter into a separate agreement setting forth the fees to be paid by Customer to Reseller for such Subscription, as well as any other terms or conditions that apply exclusively between Reseller and Customer. Customer acknowledges and agrees that Elastic shall not be responsible for the obligations of any Reseller to Customer under such separate agreement, for the acts or omissions of Reseller, or for any third party products and/or services furnished to Customer by any Reseller. Elastic agrees that, subject to receiving payment for the applicable Subscriptions purchased by Customer via a Reseller, it shall be responsible to Customer, pursuant to the terms and conditions of the Agreement, for providing the applicable Subscriptions. Orders for Subscriptions purchased via a Reseller, including multi-year Subscriptions, are not subject to cancellation by Customer.

2.3 **PURCHASES VIA A CLOUD MARKETPLACE**. Customer may purchase Subscriptions via a Marketplace, provided that such Subscriptions are made available through such Marketplace by Elastic at its sole discretion. Where Customer has purchased Subscriptions via a Marketplace, Customer agrees to pay the fees specified on the applicable Subscriptions pricing page(s), including any notes included on such page(s) or in any pricing tables included with the offer accepted by Customer in the Marketplace. Customer agrees that all fees shall be paid through billing of Customer's account with such Marketplace provider and that any refund to which Customer may be entitled under the Agreement may be provided in the form of a credit back to Customer's account with such Marketplace provider. Elastic agrees that, subject to receiving payment for the applicable Subscriptions purchased by Customer via a Marketplace, it shall be responsible to Customer, pursuant to the terms and conditions of the Agreement, for providing the applicable Subscriptions. Subscriptions purchased via a Marketplace, including multi-year Subscriptions, are not subject to cancellation by Customer.

3. AFFILIATES / CONTRACTORS.

During the applicable Subscription Term, Customer's Affiliates and/or third party contractors performing services on Customer's behalf ("**Customer Contractors**") may access and use the Subscription, and employees of such Affiliates and/or Customer Contractors may be named as designated contacts for the purposes of Support Services, subject to the following: (a) Customer's Affiliates and/or Customer Contractors may access and use the Subscription solely at the applicable Subscription Level purchased by Customer, provided that any such access and use by Customer Contractors shall be solely for the benefit of Customer and/or its Affiliates; and (b) Customer shall procure that Customer's Affiliates and Customer Contractors comply with the terms of the Agreement. Customer shall be responsible for any failure by Customer's Affiliates and/or Customer Contractors to comply with the terms of the Agreement.

4. REGISTRATION / CLOUD SERVICE / SOFTWARE AGENT / SUBSCRIPTION LEVEL.

4.1 **REGISTRATION**. In order to use a Cloud Service, Customer shall first register for an Organizational ID via the Cloud Service user interface (each an "**Account**"). Each Subscription requires its own unique Account. Customer shall not register multiple Accounts relating to a single Subscription. Customer is responsible for all activities that occur under its Account, including maintaining the security of the login credentials and the correct configuration of access control lists for its Account. Customer shall promptly notify Elastic of any known or suspected unauthorized use and/or access of its Accounts.

4.2 **CLOUD SERVICE**. Subject to the terms and conditions of the Agreement, including payment of all applicable fees, Customer is granted the right to access and use a Cloud Service including to access and use the Eligible Features and Functions at the Subscription Level purchased by Customer. Elastic may from time to time update the Eligible Features and Functions, provided that such updates shall not materially or adversely reduce the level of performance, functionality, or availability of a Cloud Service during a Subscription Term. The Subscription Level purchased by Customer for a Cloud Service determines the specific Support Services that Customer is entitled to receive, if any and the Eligible Features and Functions of such Cloud Service that Customer is entitled to access and use.

4.3 **SOFTWARE AGENT**. To facilitate the ingestion of Content into a Cloud Service, Customer may install on a Customer endpoint the object code version of an Elastic-produced software agent ("**Software Agent**"). The Software Agent shall be deemed part of the applicable Cloud Service. Certain Software Agent components are governed by an open source-type license ("**Component License**") that obligates Elastic to provide the component only under such Component License. All such components, Component Licenses and source code that must be provided, are currently made available with the Software Agent/Documentation and/or at https://www.elastic.co/third-party-dependencies. Component Licenses do not impose any additional restrictions or obligations on the use of the Software Agent under the Agreement. Any restrictions in the Agreement conflicting with a Component License do not apply to the affected component.

4.4 **SUBSCRIPTION LEVEL SELECTION**. For an Annual Subscription, Customer's Subscription Level shall be as set forth on the applicable Order Form. Customer may upgrade the Subscription Level of an existing Annual Subscription through execution of a new Order Form. For Consumption Subscriptions and Monthly Subscriptions, Customer shall select the Subscription Level in a Cloud Service via the Cloud Service user interface. The Subscription Level selected by Customer shall be the Subscription Level Customer has purchased for purposes of the Agreement. If a Cloud Service user interface permits, Customer may change the Subscription Level of a Consumption Subscription or Monthly Subscription, by selecting a different Subscription Level.

5. MONTHLY SUBSCRIPTIONS.

Monthly Subscriptions, including Monthly Subscriptions purchased via Elastic's website or Elastic's product listing on a Marketplace shall be subject to the terms of the Agreement and shall be paid for monthly in arrears with the payment method used at the time of first purchase. Customer's use of a Cloud Service under a Monthly Subscription continues until all its deployments and/or Accounts are deleted. Resources used each month shall be charged at the on-demand rates set forth at https://cloud.elastic.co/deployment-pricing-table at the time of use. The Subscription Term for a Monthly Subscription shall commence on the date of first use or first purchase, as applicable, and continue until terminated by either party at any time. Customer may terminate a Monthly Subscription by deleting the applicable deployment(s) and/or Account via the Cloud Service user interface. Termination of a Monthly Subscription shall not relieve Customer of any payment obligation accrued prior to termination.

6. ANNUAL SUBSCRIPTIONS.

For an Annual Subscription, Customer shall be provided a Monthly Allotment for use in each month of the applicable Annual Period. Unused portions of Monthly Allotments in a given month shall not carry over to any subsequent month. Following the full drawdown of the Monthly Allotment and for the rest of a given month, Customer may use additional Resources ("**Additional Resources**") on demand as further described at https://www.elastic.co/agreements/reseller/customer_terms/. Unless Customer renews its Annual Subscription, Customer's continued use of a Cloud Service following the expiration of the applicable Subscription Term of Customer's Annual Subscription shall be treated as a Monthly Subscription.

7. CONSUMPTION SUBSCRIPTIONS.

7.1 **CONSUMPTION SUBSCRIPTION**. For a Consumption Subscription, Customer shall be provided with a Credit Allotment for use in each applicable Consumption Period, as set forth in the applicable Order Form. Each Credit Allotment shall reduce over the course of the applicable Consumption Period as Customer uses Resources. Resources used during an applicable Consumption Period shall be metered at the then on-demand rates set forth at https://cloud.elastic.co/deployment-pricing-table at the time of use. Unused portions of Credit Allotments at the expiration of each applicable Consumption Period shall not carry over to any subsequent Consumption Period. Unless Customer renews its Consumption Subscription, Customer's continued use of a Cloud Service following the expiration of the applicable Subscription Term of Customer's Consumption Subscription shall be treated as a Monthly Subscription.

7.2 **ADDITIONAL RESOURCES**. During a Consumption Period, Customer may only access and use a Cloud Service and receive Support Services (if any) if it: (a) has a positive Credit Allotment; or (b) decides to use Additional Resources on a month-to-month basis subsequent to the full consumption of Credit Allotment, as further described in the applicable Order Form.

8. CONTENT.

Customer may ingest and retrieve Content to and from a Cloud Service. Customer is solely responsible for: (a) the content, accuracy and completeness of Content, the means by which Customer acquired such Content, and any loss, liabilities or damages resulting from the Content, regardless of the nature of the Content; (b) obtaining all necessary rights to use Content in connection with a Cloud Service; (c) backing up or otherwise making duplicates of Content; (d) ensuring that use by its end users of a Cloud Service complies with any requirements under applicable law or regulation governing access to or use of the Content; and (e) deleting or retrieving Content from a Cloud Service upon expiration or the termination of a Subscription. By submitting Content to Elastic, Customer grants Elastic a non-exclusive, royalty free, worldwide license to use such Content and perform all acts with respect to such Content solely for the purpose of enabling Elastic to provide Customer with a Cloud Service and Support Services. Once Customer's Subscription expires or is terminated and Customer discontinues use of the applicable Cloud Service, Elastic shall delete all Content from the applicable Cloud Service, using commercially reasonable efforts to do so within 45 days of such discontinuance, other than copies of Content: (i) required to be retained by applicable law; or (ii) stored in Elastic's backups and disaster recovery systems, which in each case shall be deleted in the ordinary course in accordance with Elastic's data retention policies.

9. SUPPORT SERVICES.

9.1 **PROVISION OF SUPPORT SERVICES**. During the applicable Subscription Term, Elastic shall provide Customer with Support Services, if any, that are included in a Subscription, as more fully described in the applicable Support Services Policy. Elastic may from time to time update the applicable Support Services Policy, provided that any such updates shall not materially or adversely reduce the level of Support Services during the Subscription Term. Support Services shall only be delivered remotely, electronically, through the Internet, and when applicable, depending on the particular Subscription Level purchased, via telephone.

9.2 **RESTRICTIONS ON USE OF SUPPORT SERVICES**. Support Services are provided to Customer solely for Customer's internal use, and are subject to any applicable quantitative limitations set forth in the Agreement, the applicable Order Form and/or the Support Services Policy. Customer agrees not to use Support Services: (a) to supply any consulting, support and/or training services to any third party; (b) for one Subscription to obtain Support Services for another Subscription with a lower Subscription Level; or (c) to obtain Support Services for any use by Customer of an Elastic product/service that is offered as a service by any third party.

10. PAYMENT & TAXES.

This Section 10 shall not apply where Customer has purchased Subscriptions via a Reseller and/or Marketplace.

10.1 **PAYMENT**. Elastic shall invoice Customer for the fees due under each Order Form or otherwise under the Agreement, and Customer shall pay such fees within 30 days after receipt of an applicable invoice. All invoices shall be paid in the currency set forth in the applicable Order Form. Payments shall be made without the right of set-off or chargeback. Except as otherwise expressly set forth in the Agreement, any and all payments made by Customer pursuant to the Agreement or any Order Form are non-refundable, and all commitments to make any payments under the Agreement or under any Order Form are non-cancellable.

10.2 **TAXES**. All fees stated in an Order Form are exclusive of any applicable sales, use, value added and excise taxes levied upon the delivery or use of the taxable components, if any, of any Cloud Service and/or Support Services purchased by Customer under the Agreement (collectively, "**Taxes**"). Unless Customer provides Elastic a valid state sales/use/excise tax exemption certificate or direct pay permit, and provided that Elastic separately states any such taxes in the applicable invoice, Customer shall pay and be solely responsible for all Taxes. If Customer is required by any foreign governmental authority to deduct or withhold any portion of the amount invoiced for the delivery or use of any Cloud Service and/or Support Services, Customer shall increase the sum paid to Elastic by an amount necessary for the total payment to Elastic equal to the amount originally invoiced.

11. OWNERSHIP.

11.1 **OWNERSHIP**. Elastic and/or its licensors own all intellectual property rights, titles and interests in and to any Cloud Service and/or Support Services (including any derivative works of such Cloud Service and/or Support Services). Except as expressly set forth in the Agreement, no other license and/or right to use any Cloud Service and/or Support Services is granted to Customer either by implication, estoppel or otherwise. Customer agrees that it shall not make any claim in the rights or ownership of any Cloud Service and/or Support Services.

11.2 **TRADEMARKS**. Elastic and/or its licensors are the owners of all Elastic Trademarks used in connection with any Cloud Service and/or Support Services. All rights are expressly reserved by Elastic. Other trademarks, service marks, graphics and logos used in connection with any Cloud Service and/or Support Services may be trademarks of other third parties. Elastic grants to Customer no right or license to reproduce, or otherwise use any Elastic Trademarks or third-party trademarks under the Agreement.

11.3 **RESTRICTIONS**. Customer shall not (and shall not permit any other party to): (a) reverse engineer, decompile, decrypt, or disassemble a Cloud Service or apply any other process or procedure to derive the source code of a Cloud Service (except to the extent permitted by applicable law for interoperability purposes); (b) prepare derivative works from, alter, modify, download, duplicate, reproduce, copy or use a Cloud Service, in any manner except as expressly permitted in the Agreement; (c) sell, resell, license, sublicense, distribute, rent, lease or otherwise transfer or provide access to a Cloud Service to any third party; (d) circumvent the limitations on use of a Cloud Service that are imposed or preserved by Elastic; (e) alter or remove any marks (including Elastic Trademarks) and notices in a Cloud Service; (f) use a Cloud Service for providing any time-sharing services, software-as-a-service or "SaaS" offering, service bureau services or as part of an application services provider or other service offering; (g) attempt to gain unauthorized access, interfere with and/or disrupt the integrity, security or performance of a Cloud Service or any associated systems or networks; or (h) access or use, or permit any third party to access or use, a Cloud Service for any benchmarking, competitive or comparative purposes and/or for purposes of designing and/or developing any competitive products and/or services.

11.4 **ACCEPTABLE USE.** Customer shall not (and shall not permit any other party to) use and/or access a Cloud Service and/or Support Services: (a) in violation of any applicable laws; (b) in a manner that poses a risk to the availability, functionality and/or security of a Cloud Service and/or Support Services; (c) to store, execute and/or distribute any form of malware (including viruses, trojan horses, worms, time bombs, spyware, and adware); (d) to store and/or distribute infringing or otherwise illegal, unlawful, obscene and/or immoral information, and/or any information which violates the privacy, human rights and/or intellectual property rights of any third party; or (e) to store and process: (i) any protected health information (as defined by the Health Insurance Portability and Accountability Act 1996); or (ii) any classified information that is given a national security classification such as "Secret," "Top Secret," or similar, by a government body and/or any data that is subject to export controls under the International Traffic in Arms maintained by the US Government.

11.5 **INDEMNITY**. Customer shall, at its expense defend or settle any claim brought by an unaffiliated third party against Elastic arising out of or related to Customer's use of a Cloud Service in violation of this Section 11 ("**Third Party Claim**") and shall indemnify Elastic against and pay: (a) any settlement of such Third Party Claim consented to by Elastic (not to be unreasonably withheld); or (b) any damages finally awarded to such third party by a court of competent jurisdiction as a result of such Third Party Claim. The obligations of Customer in this Section 11.5 are conditioned upon Elastic: (i) notifying Customer promptly in writing of any threatened or pending Third Party Claim, provided that failure to provide such notice shall only relieve Customer of its obligations under this Section 11.5 to the extent its ability to defend or settle an applicable claim is materially prejudiced by such failure to provide notice; (ii) giving Customer, at Customer's expense, reasonable assistance and information requested by Customer in connection with the defense and/or settlement of the Third Party Claim; and (iii) tendering to Customer sole control over the defense and settlement of the Third Party Claim. Elastic's counsel shall have the right to participate in the defense of the Third Party Claim, at Elastic's own expense. Elastic shall not, without the prior written consent of Customer, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Third Party Claim.

12. CONFIDENTIAL INFORMATION.

12.1 **CONFIDENTIAL INFORMATION**. "**Confidential Information**" means all non-public information disclosed by a party ("**Discloser**") to the other party ("**Recipient**"), whether orally or in writing, that is designated as "confidential" at the time of disclosure or that, under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information does not include any information that: (a) is or becomes generally known to the public without breach of any obligation owed to the Discloser; (b) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser; (c) is received from a third party without breach of any obligation owed to the Discloser; or (d) was independently developed by the Recipient without use of or reference to the Confidential Information.

12.2 **NON-USE AND NON-DISCLOSURE**. The Recipient shall keep in trust and confidence all Confidential Information of the Discloser using commercially reasonable care (but in no event less than the same degree of care that the Recipient uses to protect its own Confidential Information) and shall not use such Confidential Information other than as necessary to carry out its duties under the Agreement or to discuss business opportunities, nor shall the Recipient disclose any such Confidential Information to third parties other than to Affiliates, agents, professional advisors and/or subcontractors who have a bona fide need to access such Confidential Information for purposes consistent with the Agreement and who are subject to confidentiality obligations no less stringent than those set forth in the Agreement. The Recipient may disclose the Discloser's Confidential Information as required by law or court order provided: (a) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (b) discloses only as much of the Confidential Information as is required.

12.3 **EQUITABLE RELIEF**. A breach or threatened breach of this Section 12 may cause irreparable harm for which damages at law may not provide adequate relief. Accordingly, the non-breaching party shall be entitled to seek injunctive relief without being required to post a bond.

13. PERSONAL DATA / INFORMATION SECURITY.

13.1 **PERSONAL DATA PROCESSING**. To the extent Elastic processes any Customer Personal Data (as defined in the Elastic DPA) in the course of providing a Cloud Service and/or Support Services such processing shall be governed by the Elastic DPA.

13.2 **INFORMATION SECURITY**. Elastic shall implement reasonable and appropriate security measures to protect Customer Information against unauthorized access, modification, destruction or disclosure in accordance with the Elastic Security Standards. Elastic may update the Elastic Security Standards from time to time, provided that such updates are equivalent or enhance security and do not materially diminish the level of protection afforded to Customer Information by the Elastic Security Standards.

14. WARRANTIES.

14.1 **SUPPORT SERVICES WARRANTY**. Elastic warrants that it shall perform the Support Services, in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty, Elastic's sole obligation, and Customer's exclusive remedy, shall be for Elastic to re-perform the applicable Support Services at no additional cost to Customer.

14.2 **CLOUD SERVICE PERFORMANCE WARRANTY**. Elastic warrants that during the applicable Subscription Term, a Cloud Service, in the form provided by Elastic under the Subscription, shall perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty, Elastic's sole obligation, and Customer's exclusive remedy shall be for Elastic to: (a) correct any failure(s) of a Cloud Service to perform in all material respects in accordance with the Documentation; or (b) if Elastic is unable to provide such a correction within 30 days of receipt of notice of the applicable non-conformity, Customer may elect to terminate the applicable Subscription, and Elastic shall promptly refund to Customer any pre-paid, unused fees paid by Customer to Elastic for such Subscription. The warranty set forth in this Section 14.2 does not apply if a Cloud Service: (i) has not been used, installed, operated, repaired, or maintained in accordance with the Agreement and/or the Documentation; or (ii) is used on equipment, products, or systems not meeting specifications identified by Elastic in the Documentation.

14.3 The warranties set forth in this Section 14 only apply when notice of a warranty claim is provided to Elastic during the applicable Subscription Term, and do not apply to any bug, defect or error caused by or attributable to software or hardware not supplied by Elastic.

14.4 **WARRANTY DISCLAIMER**. EXCEPT AS SET FORTH ABOVE, ELASTIC MAKES NO ADDITIONAL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ELASTIC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO A CLOUD SERVICE, SUPPORT SERVICES AND/OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THE AGREEMENT. ELASTIC IS NOT RESPONSIBLE FOR ANY RESULTS OBTAINED FROM THE USE OF A CLOUD SERVICE AND/OR SUPPORT SERVICES, OR FOR CONCLUSIONS DRAWN FROM SUCH USE.

14.5 **HIGH-RISK ACTIVITIES PROHIBITION**. A CLOUD SERVICE, SUPPORT SERVICES AND/OR ANY MATERIALS PROVIDED UNDER THE AGREEMENT ARE NOT DESIGNED OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING FAULT TOLERANCE OR FAIL-SAFE PERFORMANCE, SUCH AS THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION, MEDICAL OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPONS SYSTEMS, IN WHICH THE FAILURE OF SUCH A CLOUD SERVICE, SUPPORT SERVICES AND/OR MATERIALS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("**HIGH RISK ACTIVITIES**"). ACCORDINGLY, CUSTOMER'S USE OF A CLOUD SERVICE, SUPPORT SERVICES AND/OR ANY MATERIALS PROVIDED UNDER THE AGREEMENT IN HIGH RISK ACTIVITIES SHALL BE AT CUSTOMER'S SOLE RISK AND ELASTIC SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO SUCH USE BY CUSTOMER.

15. INFRINGEMENT CLAIMS.

15.1 **ELASTIC OBLIGATIONS**. Elastic shall, at its expense, defend or settle any Infringement Claim and shall indemnify Customer against and pay: (a) any settlement of such Infringement Claim consented to by Elastic; or (b) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Infringement Claim. Elastic shall not enter into any settlement agreement with respect to an Infringement Claim, if such settlement agreement requires any admission of liability or wrongdoing on the part of Customer or imposes on Customer any obligation other than the obligation to cease using a Cloud Service that is subject to the Infringement Claim, unless Customer has first consented in writing to the applicable terms of such settlement agreement that are in conflict with the foregoing limitations.

15.2 **EXCLUSIONS**. Elastic shall have no obligation to Customer to the extent any Infringement Claim or resulting award is based upon or results from: (a) the failure of Customer to use any update, within 30 days of Customer's receipt of notice from Elastic regarding the availability of such update, if use of such update would have avoided the Infringement Claim; (b) a modification of a Cloud Service that is not performed by or on behalf of Elastic; (c) the combination, operation, or use of a Cloud Service with any other products, services or equipment not provided by Elastic or branded as Elastic products or services, where there would be no Infringement Claim but for such combination, operation, or use; or (d) use of a Cloud Service other than in accordance with the terms and conditions of the Agreement.

15.3 **REMEDIES**. If a Cloud Service is, or in Elastic's reasonable opinion are likely to become, the subject of an Infringement Claim and/or an injunction as the result of an Infringement Claim, Elastic may, at its expense and option: (a) obtain the right for Customer to continue to use a Cloud Service; (b) modify a Cloud Service to make it non-infringing, but substantially functionally equivalent; or (c) in the event that neither (a) or (b) are, in Elastic's reasonable judgment, commercially reasonable options, terminate Customer's right to use the Cloud Service, and, at Customer's written request, terminate the Agreement and promptly refund to Customer any unused pre-paid fees paid by Customer to Elastic under the Agreement.

15.4 **CONDITIONS**. The obligations of Elastic in this Section 15 are conditioned upon Customer: (a) notifying Elastic promptly in writing of any threatened or pending Infringement Claim, provided that failure to provide such notice shall only relieve Elastic of its obligations under this Section 15 to the extent its ability to defend or settle an applicable Infringement Claim is materially prejudiced by such failure to provide notice; (b) giving Elastic, at Elastic's expense, reasonable assistance and information requested by Elastic in connection with the defense and/or settlement of the Infringement Claim; and (c) tendering to Elastic sole control over the defense and settlement of the Infringement Claim. Customer's counsel shall have the right to participate in the defense of the Infringement Claim, at Customer's own expense. Customer shall not, without the prior written consent of Elastic, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Infringement Claim.

15.5 **EXCLUSIVE REMEDY**. THIS SECTION 15 STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF ELASTIC, AND THE EXCLUSIVE REMEDY OF CUSTOMER, WITH RESPECT TO ANY INFRINGEMENT CLAIM.

16. LIMITATION OF LIABILITY.

16.1 **EXCLUDED DAMAGES**. IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THE AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

16.2 **DAMAGES CAP**. EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT; AND (B) AMOUNTS PAYABLE BY CUSTOMER UNDER THE AGREEMENT OR THE APPLICABLE ORDER FORM; IN NO EVENT SHALL EITHER PARTY'S, OR THEIR RESPECTIVE AFFILIATES', AGGREGATE AND CUMULATIVE LIABILITY UNDER THE APPLICABLE ORDER FORM EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO ELASTIC UNDER THE AGREEMENT FOR THE AFFECTED CLOUD SERVICE AND/OR SUPPORT SERVICES DELIVERED AND/OR MADE AVAILABLE TO CUSTOMER UNDER SUCH ORDER FORM FOR THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY.

16.3 **DOUBLE DAMAGES**. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY SUM IN RESPECT OF ANY CLAIM OR DAMAGES UNDER THE AGREEMENT TO THE EXTENT DOING SO WOULD INVOLVE RECOVERY MORE THAN ONCE IN RESPECT OF THE SAME LOSS.

17. TERM AND TERMINATION, SUSPENSION.

17.1 **SUBSCRIPTION TERM**. Unless earlier terminated as set forth below, a Subscription shall continue in full force and effect during the applicable Subscription Term. Either party may terminate a Subscription, upon giving notice in writing to the breaching party if the breaching party commits a material breach of the Agreement with respect to such Subscription, and such material breach remains uncorrected for 30 days following receipt by the breaching party of such written notice. Upon the termination or expiration of a Subscription, the rights and obligations of the parties with respect to such Subscription shall cease.

17.2 **SUSPENSION**. In the event that: (a) Elastic has not been paid all applicable fees for a Subscription; or (b) Elastic reasonably believes that Customer has violated or attempted to violate any of the use restrictions or acceptable use obligations set forth in the Agreement or that Customer's use of a Cloud Service and/or Support Services presents a material security risk; Elastic may suspend access to a Cloud Service and/or Support Services until the issue has been corrected. Elastic shall use reasonable efforts to provide Customer with advance written notice prior to implementing such suspension and shall work with Customer in good faith to correct the issue.

17.3 **SURVIVAL**. Upon the termination or expiration of a Subscription, any provision of the Agreement which is intended to survive expiration or termination shall survive, including, without limitation, provisions relating to confidentiality, personal data processing, restrictions on use of intellectual property, indemnity, exclusions and limitations on liability and disclaimers of warranties, governing law, and Customer's payment obligations.

18.GENERAL.

18.1 **COMPLIANCE WITH LAWS/EXPORT CONTROL**. Each party shall retain responsibility for compliance with all applicable laws as applicable to its respective business, including, but not limited to, anti-corruption, and employment laws. Customer acknowledges that a Cloud Service, Support Services and other related technologies (collectively "**Controlled Technologies**") are subject to all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations (15 C.F.R. Parts 730-774 (2010)) and the economic sanctions regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control and the EU (collectively "**Export Laws**"). Customer shall not import, re-import, export, or re-export, otherwise transfer or disclose any Controlled Technologies to any entity or person contrary to such Export Laws. Customer acknowledges that remote access to the Controlled Technologies may in certain circumstances be considered a re-export of such Controlled Technologies. Accordingly, Customer may not be granted access to such Controlled Technologies pursuant to such applicable Export Laws.

18.2 **ASSIGNMENT**. Neither party may assign the Agreement, without the prior written consent of the other party. Either party may assign the Agreement to: (a) an Affiliate; or (b) a successor in interest in connection with a merger, acquisition or sale of all or substantially all of the assigning party's assets; provided always that the applicable assignee is able to satisfy the obligations of the assigning party under the Agreement.

18.3 **PUBLICITY**. Customer agrees that Elastic may: (a) use Customer's name, trademarks and logos in Elastic promotional materials, such as earning statements, press releases, websites, case studies, videos and presentations, solely for the purpose of identifying Customer as a user of a Cloud Service and/or Support Services; and (b) include Customer as a reference in requests for quotations, requests for proposals and other similar documents.

18.4 **FEEDBACK**. Customer, Customer's Affiliates, and their respective agents, may volunteer feedback to Elastic, and/or its Affiliates, about a Cloud Service and/or Support Services ("**Feedback**"). Elastic and its Affiliates shall be entitled to use such Feedback, for any purpose.

18.5 **FORCE MAJEURE**. Save for payment obligations, each party shall be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, due to unforeseen circumstances or to causes beyond such party's reasonable control, including but not limited to acts of God, labor disputes or other industrial disturbances, pandemics, epidemics, electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockades, embargoes, riots, acts or orders of government, acts of terrorism, or war.

18.6 **FUTURE FEATURES AND FUNCTIONS**. Customer understands and agrees that any features or functions of a Cloud Service and/or Support Services referenced on any Elastic website, or in any presentations, press releases or public statements, which are not currently available or not currently available as a GA release, may not be delivered on time or at all. The development, release, and timing of any features or functionality described for a Cloud Service and/or Support Services remains at Elastic's sole discretion. Accordingly, Customer agrees that it is purchasing a Cloud Service and/or Support Services based solely upon features and functions that are currently available as at the time of purchase by Customer, and not in expectation of any upgrade, or any future feature or function.

18.7 **GOVERNING LAW**. Subject to Attachment 1 (Country Specific Terms), the Agreement shall be exclusively governed by and construed in accordance with the laws set forth below based on the location of Customer's place of business set forth in: (a) an Order Form between Customer and Elastic; (b) the private offer submitted by Elastic via the applicable Marketplace; or (c) an Order Form executed by Elastic and a Reseller on behalf of Customer; without regard to any conflict of laws principles. Any legal proceeding related to the Agreement must be brought exclusively in the governing courts set forth below. The 1980 UN Convention on Contracts for the International Sale of Goods and The Uniform Computer Information Transactions Act (UCITA) do not apply to the Agreement.

Customer Location	Governing Laws	Governing Courts
Australia & New Zealand	New South Wales	New South Wales
Canada	Province of Ontario & the Federal laws of Canada	Province of Ontario
Japan	Japan	Tokyo District Courts
United Kingdom	England	English Courts
France	France	Paris Courts
Germany	Germany	Munich Courts
Singapore	Singapore	Singapore Courts
USA	State of California	Federal Court for the Northern District of California, or if that court lacks subject matter jurisdiction, in any California State Court located in Santa Clara County.
Rest of the World	Netherlands	Amsterdam, The Netherlands

18.8 **MALICIOUS FILES DISCLAIMER**. To facilitate Customer's evaluation of certain Elastic security Products, Elastic makes available certain samples of malicious files or code or similar data ("**Malicious Files**") via https://github.com/elastic/detection-rules/tree/main/rta. Use of Malicious Files is voluntary and at Customer's sole risk. Elastic disclaims any warranty, responsibility or liability associated with Customer's use of such Malicious Files.

18.9 **NON-WAIVER**. Any failure to enforce any provision of the Agreement shall not constitute a waiver. A waiver of any breach or default shall not constitute a waiver of any other right for subsequent or other breach or default. Any waiver to be effective must be in writing signed by the waiving party.

18.10 **NOTICES**. Notices to Elastic shall be sent via email to legal@elastic.co. Such notices shall be effective when sent and successfully delivered. Elastic may provide any notice to Customer under the Agreement (including communications regarding a Cloud Service and/or Support Services) electronically, including via email (to the email address associated with Customer's account), through an Elastic web based portal, or through a web site that Elastic identifies. Such notices shall be deemed delivered when sent or posted.

18.11 **PRODUCT USAGE DATA**. A Cloud Service may provide Elastic with certain statistical and other information about Customer's configuration and use of such Cloud Service ("**Product Usage Data**"). Elastic processes such Product Usage Data in accordance with the Product Privacy Statement located at https://www.elastic.co/legal/product-privacy-statement.

18.12 **SEVERABILITY / RIGHTS OF THIRD PARTIES / RELATIONSHIP OF THE PARTIES**. If any provision of the Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of the Agreement shall remain in full force and effect. No person other than a party to the Agreement shall be entitled to enforce any term of it except as expressly provided in the Agreement. The relationship of the parties shall be that of independent contractors, and nothing in the Agreement shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties.

18.13 **ENTIRE AGREEMENT**. The Agreement is the complete and exclusive agreement between the parties with respect to its subject matter and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communications between the parties, whether oral or written, regarding such subject matter. Customer acknowledges that, in entering the Agreement, it has not relied on any statement, warranty, representation or other promise of any nature not contained in the Agreement. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Customer, even if signed and returned by Elastic. In the event of any inconsistency or conflict between the terms of an Order Form, Attachment 1 (Country-Specific Provisions), any document incorporated by reference or this Subscription Agreement, such inconsistency or conflict shall be resolved in that order.

Attachment 1

Country Specific Term

This **Attachment 1** (Country Specific Terms) sets out certain local law changes to the Subscription Agreement to the extent applicable to a Cloud Service based on the "Governing Law" as set forth in Section 18.7 of the Subscription Agreement.

LAWS OF ENGLAND

(a) Section 16 of the Subscription Agreement is amended by including the following new Section 16.4:

"16.4 *NOTHING IN THE AGREEMENT SHALL OPERATE OR HAVE EFFECT SO AS TO LIMIT OR EXCLUDE THE LIABILITY OF A PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD INCLUDING FRAUDULENT MISREPRESENTATION OR FOR ANY LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED UNDER APPLICABLE LAW*."

(b) Section 18.12 of the Subscription Agreement is replaced with the following new Section 18.12:

"*18.12* ***SEVERABILITY / RIGHTS OF THIRD PARTIES / RELATIONSHIP OF THE PARTIES****. If any provision of the Agreement is found by a court of competent jurisdiction or other competent authority to be illegal or unenforceable, it shall be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of the Agreement shall remain in full force and effect. No person other than a party to the Agreement shall be entitled to enforce any term of it except as expressly provided in the Agreement. The provisions of the Contracts (Rights of Third Parties) Act 1999 shall be and hereby are excluded. The relationship of the parties shall be that of independent contractors, and nothing in the Agreement shall be deemed or construed to create any employment, agency or fiduciary relationship between the parties.*"

LAWS OF FRANCE

(a) A new Section 2.4 is added to the Subscription Agreement as follows:

"*2.4 Customer has had the opportunity to assess whether Elastic's off-the-shelf Cloud Service and/or Support Services meet its business needs including, by review, of the Documentation, Support Services Policy and other services descriptions that have been made available by Elastic. Elastic acknowledges that, in pre-contract discussions, if any, it was obliged to inform the Customer about the capabilities of its off-the-shelf Cloud Service and/or Support Services relative to the Customer's expressed needs. Subject to Customer communicating to Elastic accurate and up to date information about its needs, Elastic shall: (a) inform, advise and warn the Customer in relation to Customer's use of a Cloud Service relative to those needs; and (b) suggest Elastic solutions that may be better suited to those needs where it is reasonably appropriate to do so, (for example, volumes, IT architecture configurations and time constraints)."*

(b) Section 16 of the Subscription Agreement is replaced with the following new Section 16:

"*16.1* ***EXCLUDED LIABILITY****. PURSUANT TO SECTIONS 1188 AND 1231-3 OF THE FRENCH CIVIL CODE, THE PARTIES AGREE THAT, EXCEPT FOR A PARTY'S GROSS NEGLIGENCE ("****FAUTE LOURDE****") OR WILFUL MISCONDUCT ("****DOL****"), IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE RE-PERFORM THE AGREEMENT.*

16.2 ***DAMAGES CAP****. EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S GROSS NEGLIGENCE ("****FAUTE LOURDE****") OR WILFUL MISCONDUCT ("****DOL****"); (B) EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT; AND (C) AMOUNTS PAYABLE BY CUSTOMER UNDER THE AGREEMENT OR ANY ORDER FORM; IN NO EVENT SHALL EITHER PARTY'S, OR THEIR RESPECTIVE AFFILIATES', AGGREGATE AND CUMULATIVE LIABILITY UNDER ANY ORDER FORM EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO ELASTIC UNDER THE AGREEMENT FOR THE AFFECTED CLOUD SERVICE AND/OR SUPPORT SERVICES DELIVERED AND/OR MADE AVAILABLE TO CUSTOMER UNDER SUCH ORDER FORM FOR THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY*.

16.3 ***DOUBLE DAMAGES****. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY SUM IN RESPECT OF ANY CLAIM OR DAMAGES UNDER THE AGREEMENT TO THE EXTENT DOING SO WOULD INVOLVE RECOVERY MORE THAN ONCE IN RESPECT OF THE SAME LOSS."*

LAWS OF GERMANY

(a) Section 14.1, 14.2 and 14.4 of the Subscription Agreement is replaced with the following new Sections 14.1, 14.2 and 14.4:

"*14.1* ***SUPPORT SERVICES WARRANTY****. Elastic warrants that it shall perform the Support Services, in a professional, workmanlike manner, consistent with generally accepted industry practice. In the event of a breach of the foregoing warranty and to the extent not prohibited by applicable law, Elastic's sole obligation and Customer's exclusive remedy, shall be for Elastic to re-perform the applicable Support Services at no additional cost to Customer.*

14.2 ***CLOUD SERVICE PERFORMANCE WARRANTY****. Elastic warrants that during the applicable Subscription Term, a Cloud Service, in the form provided by Elastic under the Subscription, shall perform in all material respects in accordance with the Documentation. In the event of a breach of the foregoing warranty and to the extent not prohibited by applicable law, Elastic's sole obligation, and Customer's exclusive remedy shall be for Elastic to: (a) correct any failure(s) of a Cloud Service to perform in all material respects in accordance with the Documentation; or (b) if Elastic is unable to provide such a correction within 30 days of receipt of notice of the applicable non-conformity, Customer may elect to terminate the applicable Subscription, and Elastic shall promptly refund to Customer any pre-paid, unused fees paid by Customer to Elastic for such Subscription. The warranty set forth in this Section 14.2 does not apply if a Cloud Service: (i) has not been used, installed, operated, repaired, or maintained in accordance with the Agreement and/or the Documentation; or (ii) is used on equipment, products, or systems not meeting specifications identified by Elastic in the Documentation.*"

14.4 **WARRANTY DISCLAIMER**. EXCEPT AS SET FORTH ABOVE, ELASTIC MAKES NO ADDITIONAL WARRANTIES OR GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, ELASTIC DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO A CLOUD SERVICE, SUPPORT SERVICES AND/OR ANY MATERIALS FURNISHED OR PROVIDED TO CUSTOMER UNDER THE AGREEMENT. ELASTIC IS NOT RESPONSIBLE FOR ANY RESULTS OBTAINED FROM THE USE OF A CLOUD SERVICE AND/OR SUPPORT SERVICES, OR FOR CONCLUSIONS DRAWN FROM SUCH USE.

(b) Section 16 of the Subscription Agreement is replaced with the following new Section 16:

"*Elastic is liable for damages regardless of the legal cause (e.g. damages resulting from a breach of contract or quasi contract neglect of duty, tort) as follows:*

16.1 Elastic's liability shall not be limited for: (a) damages caused by wilful intent; (b) death, personal injury or damage to health; (c) any damages in accordance with the German Product Liability Act in the event of product liability; (d) in case of gross negligence of Elastic's legal representatives and executives; or (e) in any other cases where it cannot be limited under applicable German law.

*16.2 In case of gross negligence of vicarious agents ("**Erfüllungsgehilfen**"), Elastic shall be liable for damages caused by the breach of its cardinal duty ("**Kardinalpflichten**") according to the statutory provisions. Cardinal duties are such basic duties which form the essence of the Agreement, which were decisive for the conclusion of the Agreement and on the performance of which the parties may rely. In case no cardinal duty is breached, Elastic's liability is limited to the occurring damages typical and foreseeable at the time of the conclusion of the Agreement.*

16.3 Elastic's total liability for slight negligence under the applicable Order Form resulting in a breach of a cardinal duty shall be limited to the occurring damages typical and foreseeable at the time of the conclusion of the Agreement and in no event shall exceed the amount paid or payable by Customer to Elastic under the Agreement for the affected Cloud Service and/or Support Services delivered and/or made available to Customer under such Order Form for the 12 month period immediately prior to the first event giving rise to liability. 16.4 Insofar as Elastic's liability is limited or excluded, this also applies to the liability of the employees or agents of Elastic. For the avoidance of doubt, this Section 16 also applies to Elastic's liability pursuant to the Elastic DPA. Save as set forth in this Section, Elastic's liability is excluded.

*16.5 Without prejudice to Section 15 above and to the extent not prohibited by law, in all other cases, Elastic's liability is excluded, in particular, the no-fault liability ("**verschuldensunabhängige Haftung**") in the German Civil Code (BGB) according to § 536a para.1 of the German Civil Code for defects that exist at the time of conclusion of the Agreement or of the applicable Order Form and § 536 German Civil Code. For the avoidance of doubt, this Section 16 does not imply a change in the burden of proof to the detriment of the Customer.*

*16.6 Elastic may invoke contributory negligence ("**Mitverschulden**") on Customer's part. Customer is especially obliged to perform routine backups and employ virus protection according to the current state of the art. Routine backups must occur at adequate intervals, but at least once a day, so that data can be restored with reasonable effort. In the case of a loss of data culpably caused by Elastic, Elastic's liability is limited to the expenses that are incurred if routine backups are properly made and virus protection properly employed.*

16.7 Customer shall not be entitled to recover any sum in respect of any claim or damages under the Agreement to the extent doing so would involve recovery more than once in respect of the same loss."

LAWS OF THE NETHERLANDS

(a) Section 16 of the Subscription Agreement is replaced with the following new Section 16:

"*16.1 **EXCLUDED DAMAGES**. IN NO EVENT SHALL EITHER PARTY, OR THEIR RESPECTIVE AFFILIATES, BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, COST OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OF OR FAILURE TO PERFORM THE AGREEMENT, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WITH THE EXCEPTION OF DAMAGES CAUSED BY GROSS NEGLIGENCE (BEWUSTE ROEKELOOSHEID) OR WILFUL MISCONDUCT (OPZET) OF CUSTOMER OR ELASTIC.*

*16.2 **DAMAGES CAP**. EXCEPT WITH RESPECT TO: (A) EITHER PARTY'S INDEMNITY OBLIGATIONS UNDER THE AGREEMENT; AND (B) AMOUNTS PAYABLE BY CUSTOMER UNDER THE AGREEMENT OR ANY ORDER FORM; IN NO EVENT SHALL EITHER PARTY'S, OR THEIR RESPECTIVE AFFILIATES', AGGREGATE AND CUMULATIVE LIABILITY UNDER ANY ORDER FORM EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO ELASTIC UNDER THE AGREEMENT FOR THE AFFECTED CLOUD SERVICE AND/OR SUPPORT SERVICES DELIVERED AND/OR MADE AVAILABLE TO CUSTOMER UNDER SUCH ORDER FORM FOR THE 12 MONTH PERIOD IMMEDIATELY PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY.*

*16.3 **DOUBLE DAMAGES**. CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY SUM IN RESPECT OF ANY CLAIM OR DAMAGES UNDER THE AGREEMENT TO THE EXTENT DOING SO WOULD INVOLVE RECOVERY MORE THAN ONCE IN RESPECT OF THE SAME LOSS."*

LAWS OF NEW SOUTH WALES

(a) Section 14.4 of the Subscription Agreement is amended by adding the following at the beginning of Section 14.4:

"*NOTHING IN THE AGREEMENT IS INTENDED TO LIMIT CUSTOMER'S NON-EXCLUDABLE RIGHTS UNDER THE COMPETITION AND CONSUMER ACT 2010 (CTH).*"

(b) Section 14 of the Subscription Agreement is amended by including the following new Section 14.6:

"*14.6 Despite anything in the Agreement, Elastic's goods come with guarantees that cannot be excluded under the Australian Consumer Law (as set out in the Competition and Consumer Act 2010 (Cth) ("ACCA")) if Customer is deemed a 'Consumer' under ACCA. Then Customer is entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. Furthermore, Customer shall also be entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure*."

(c) Section 16 of the Subscription Agreement is amended by including the following new Sections 16.4 and 16.5:

"*16.4* ***OTHER EXCLUSIONS****. NOTHING IN THE AGREEMENT SHALL OPERATE OR HAVE EFFECT SO AS TO LIMIT OR EXCLUDE THE LIABILITY OF A PARTY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE OR FOR FRAUD INCLUDING FRAUDULENT MISREPRESENTATION OR FOR ANY LIABILITY THAT MAY NOT BE LAWFULLY EXCLUDED UNDER APPLICABLE LAW*.

16.5 ***AUSTRALIAN CONSUMER LAW****. IF THE COMPETITION AND CONSUMER ACT 2010 (CTH) OR ANY OTHER LEGISLATION STATES THAT THERE IS A GUARANTEE IN RELATION TO ANY GOOD OR SERVICE SUPPLIED BY ELASTIC IN CONNECTION WITH THE AGREEMENT, AND ELASTIC'S LIABILITY FOR FAILING TO COMPLY WITH THAT GUARANTEE CANNOT BE EXCLUDED BUT MAY BE LIMITED, SECTIONS 16.1 AND 16.2 DO NOT APPLY TO THAT LIABILITY. INSTEAD, ELASTIC'S LIABILITY FOR THAT FAILURE IS LIMITED TO (AT THE ELECTION OF ELASTIC), IN THE CASE OF A SUPPLY OF GOODS, ELASTIC REPLACING THE GOODS OR SUPPLYING EQUIVALENT GOODS OR REPAIRING THE GOODS, OR IN THE CASE OF A SUPPLY OF SERVICES, ELASTIC SUPPLYING THE SERVICES AGAIN OR PAYING THE COST OF HAVING THE SERVICES SUPPLIED AGAIN.*"

B2Gnow
End User License Agreement

THIS END USER LICENSE AGREEMENT (**"Agreement"**) is a binding agreement between you ("**You**" or "**Primary User")** and AskReply, Inc. dba B2Gnow ("**B2Gnow**"), with its principal business located at 725 W. McDowell Road, Phoenix, AZ 85007 (**"Primary User"** together with B2Gnow shall be referred to as the "**Parties**", and each individually as a "**Party**"). The Parties agree to be bound as follows from the date of first use of the Services (the "**Effective Date")** by Primary User or any of the Users. BY PRIMARY USER USING THE SERVICES AND/OR PERMITTING USERS TO DO SO UNDER AN AGREEMENT WITH AUTHORIZED RESELLER(S), YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND (B) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES. Likewise, other Users (as defined below) authorized by Primary User shall be bound by the terms of this End User License Agreement, as applicable thereto.

1. DEFINITIONS

1.1 (i) "Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. Control, for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity. **(ii)** "**Authorized Reseller**" means any authorized reseller of B2Gnow products and services whom Primary User contracted with to receive access to the Services.

1.2 "**Aggregated Statistics**" means data and information related to Primary User's and Users' use of the Services that is used by B2Gnow in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.

1.3 "**Applicable Law**" means all federal, state, local and other laws, rules and regulations, ordinances, interpretive letters and other official releases of or by any governmental authority, decrees, orders and codes as the same are amended from time to time and as are applicable to a Party's performance of its obligations under the Agreement, including any applicable law relating to the privacy or processing, protection, collection, use, or disclosure of personally identifiable information as more particularly described in any such applicable law.

1.4 "Primary User Data" means all Primary User and User electronic information entered into the Services or otherwise provided from Primary User or its Users to B2Gnow pursuant to this Agreement.

1.5 "Documentation" means this Agreement, the applicable Order Form, and (i) for B2Gnow Services, the online user guides and training videos for the Services, accessible via login at B2Gnow online, and updated from time to time, or (ii) for other Services training materials, that are supplied to Primary User on request or accessible via login at B2Gnow online, and that may be updated from time to time. Updates of the Documentation in Section 1.5 are in B2Gnow's sole discretion.

1.6 "**B2Gnow IP**" means the Services, the Documentation, and any intellectual property provided to Primary User or any User in connection with the foregoing. For the avoidance of doubt, B2Gnow IP includes Feedback and Aggregated Statistics, as provided herein. Herein, "intellectual property rights" means any registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, or trade secret or intellectual property rights laws in any part of the world.

1.7 "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

1.8 "Order Form" means the document(s) for placing orders from an Authorized Reseller that is signed by Primary User and an Authorized Reseller. To be effective an Order Form must be signed by both parties to the Order Form, both the Reseller and the Primary User, and no Order Form may vary this Agreement unless signed by B2Gnow. The Order Form may consist solely of an authorized B2Gnow Quote form signed by the applicable parties.

1.9 "PII" means (i) information about an identified or identifiable individual or household as more particularly described in any Applicable Law in any way relating to privacy and the protection, collection, use, disclosure or distribution of personally identifiable information, including without limitation to the generality of the foregoing, personally identifiable healthcare information or personally identifiable financial information, or (ii) where no Applicable Law applies, means any information that by itself or when combined with other information (such as, but not limited to, names, addresses, telephone numbers, e-mail addresses, credit card number, demographic information, static IP address and government issued identification number) can be used to identify a specific living natural person or household.

1.10 "Primary User" means the Customer End-User organization identified in an applicable Order Form submitted by an Authorized Reseller and accepted by B2Gnow.

1.11 "Services" means any B2Gnow software as a service products (i.e., B2Gnow, eComply, BlackCat, etc.) and related services that are ordered by Primary User under an Order Form and made available by B2Gnow or the Authorized Reseller online via the Primary User login or otherwise. "Services" excludes non-B2Gnow applications or software of any kind.

1.12 "Service Fees" means the fees payable for the Services.

1.13 "Subscription Term" means the applicable annual or longer term as set forth on the applicable Order Form for the Services.

1.14 "**Third-Party Products**" means any third-party products that Primary User or a User uses to connect with the Services.

1.15 "Users" means persons who are authorized by Primary User to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by Primary User or by Users. Primary User must ensure that Users not share their user identification or passwords and further protect such passwords. Users may include but are not limited to Primary User's employees, consultants, contractors and agents and use is solely for the benefit of Primary User/User in connection with the specific project(s) detailed in the Order Form.

2. SERVICES

2.1. Provision / License of Services. Subject to and conditioned on Primary User's and its Users' compliance with the terms and conditions of this Agreement, B2Gnow hereby grants Primary User a non-exclusive, non-transferable (except in compliance with Section 2.3), revocable right to access and use the Services during the applicable Subscription Term solely for use by Primary User and Users in accordance with the Documentation for their internal business purposes. Primary User agrees that Primary User's access to Services hereunder is neither contingent on the delivery of any future functionality or features nor dependent on any oral/written public comments made by B2Gnow or an Authorized Reseller regarding future functionality/features. B2Gnow hereby grants to Primary User for the applicable Subscription Term a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 2.3) and revocable license to use the relevant Documentation and any other manuals, instructions, or other materials that B2Gnow makes available to Primary User which describe the features/requirements of the Services solely for Primary User's internal business purposes in connection with its permitted use of the Services.

2.2. Limitations. Primary User will not (and will not permit any third party or User to): (i) modify, port, translate, localize or create derivative works based on the Services, (ii) use, copy, sell, rent, lease, market, distribute or sublicense the Services except as otherwise specifically permitted hereunder; (iii) reverse engineer, decompile, or disassemble the Services; (iv) access the Services in order to build or contribute to a competitive product or service, (v) access the Services in any manner that violates any intellectual property right of a third party, (vi) remove, or allow to be removed, any B2Gnow proprietary rights notice from any B2Gnow product, (vii) disclose the results of performance tests run on the Services to any third party without B2Gnow's prior written consent, (viii) make the Services available to anyone other than Users, (ix) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (x) use the Services to store or transmit Malicious Code, (xii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (xiii) attempt to gain unauthorized access to the Services or their related systems or networks. This Agreement grants no additional express or implied license, right or interest in any copyright, patent, trade secret, trademark, invention or other intellectual property right of B2Gnow that is not expressly granted herein. Primary User shall; (a) be responsible for the administration of User identifications and passwords and Users' compliance with this Agreement and shall require Users to acknowledge their understanding of and compliance with the restrictions and responsibilities related to the use of the Services, including, without limitation, protecting their User identification and passwords and compliance with all Applicable Laws; (b) use their best efforts to prevent unauthorized access to or use of the Services, and notify B2Gnow promptly of any unauthorized access or use, and (c) use the Services only in accordance with the Documentation and Applicable Laws. If Primary User becomes aware of any actual or threatened activity prohibited by this Section, Primary User shall, and shall cause its Users to, immediately: (A) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Services); and (B) notify B2Gnow immediately in writing of any such actual or threatened activity.

2.3. Users. Primary User may permit any number of Users (unless otherwise set forth in the applicable Order Form) to use the Services; (i) in accordance with the terms of the applicable Order

Form and the Documentation, and (ii) through a unique and reasonably secure username and password. If a two-factor authentication login system is provided, it is required to be used. Primary User is responsible to ensure that its Users comply with all the same obligations regarding use of the Services that it is bound by hereunder. Primary User is solely responsible for the activity that occurs on all associated User accounts. Users are required to keep their user account, username, and password secure. Primary User must notify B2Gnow immediately of any breach of security or unauthorized use of any User's account. B2Gnow shall not be responsible for any losses arising out of the loss or theft of user information transmitted from or stored on a computer or device or from unauthorized or fraudulent transactions.

2.4. Use of Services Primary User is solely responsible for its and its Users' compliance with all Applicable Law in the use of the Services and B2Gnow shall have no liability for Primary User's or its Users' input of data or use of the Services. Primary User agrees that Primary User (a) will confirm the accuracy of any bulk upload/API/data migration/auto-geo assignment integration into the B2Gnow system, and (b) further understands that bulk uploads/API/data migration/auto-geo assignments are effective only as of the date of the upload(s)/migration(s). Primary User agrees to not directly send any PII by email or otherwise (to B2Gnow outside of the B2Gnow SaaS Services product offering) without prior written approval from the B2Gnow VP of Client Success.

2.5 Changes. B2Gnow reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of B2Gnow's services to its customers; (ii) the competitive strength of or market for B2Gnow's services; or (iii) the Services' cost efficiency or performance; or (b) to comply with Applicable Law.

2.6. Data Backup. The Services are programmed to perform routine data backups as set out in B2Gnow's backup policy in effect from time to time (the "**Backup Policy**"). In the event of any loss, destruction, damage, or corruption of Primary User Data for any reason, B2Gnow will, as its sole obligation and liability and as Primary User's sole remedy, restore the Primary User Data from B2Gnow's then most current backup of such Primary User Data in accordance with the then current Backup Policy. It is the Primary User and the Users responsibility to maintain their own back-ups of their original data for the required statutory periods.

2.7. Primary User Control and Responsibility. Primary User has and will retain sole responsibility for: (a) all Primary User Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Primary User or any User in connection with the Services; (c) Primary User's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Primary User or through the use of third-party services ("**Primary User Systems**"); (d) the security and use of Primary User's and its Users' access credentials; and (e) all access to and use of the Services directly or indirectly by or through the Primary User Systems or its or its Users' access credentials, with or without Primary User's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

2.8. Data Privacy. The Parties agree that, between the Parties, Primary User shall serve as the business or controller and B2Gnow shall serve as the service provider or processor, as those terms are defined under Applicable Law. B2Gnow, as a service provider on behalf of Primary User, shall not access, use, process or retain Primary User Data containing PII except as necessary to perform its obligations under this Agreement and the applicable Order Form except in strict accordance

with the written instructions of Primary User, or as otherwise required for B2Gnow to meet its own legal obligations under Applicable Law. Primary User agrees however that B2Gnow may contact Users, in compliance with Applicable Law, with B2Gnow products or services. B2Gnow shall use reasonable endeavors to notify Primary User in the event that it receives any consumer rights requests under Applicable Law, if the requestor informs B2Gnow of the relevant employing entity who is also the Primary User, and the Primary User shall have the sole responsibility in responding to such requests, and also for ensuring the requestor's identity.

2.9. Service Fees. B2Gnow will invoice Reseller in accordance with the applicable Order Form. Unless otherwise specified in the applicable Order, all Order sums will be invoiced upon execution of the Reseller contract. For renewal periods, if any, sums are invoiced 30-60 days prior to the anniversary of execution of the Reseller contract. Payments made pursuant to this applicable Order Form(s) are nonrefundable and irrevocable except as otherwise expressly agreed in writing. Unless otherwise agreed in writing, for renewal periods, B2Gnow reserves the right to escalate the prices, including any recurring fees, by no more than the greater of (a) the percentage increase of the Consumer Price Index, or (b) 5%, per annum of the then current price on each anniversary of the original agreement term (i.e. each annual renewal period), or, if applicable to the pricing format, B2Gnow reserves the right to revise/update its list pricing annually. Applicable taxes, if any, relating to an Order Form (collectively referred to as "Sales Taxes"), other than taxes based on B2Gnow income taxes, are not included in the prices for the Software, Services and Information, and such Sales Taxes may be separately invoiced.

3. AUDIT

3.1. Auditing Rights and Required Records. Primary User agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining Service Fees. B2Gnow may, at its own expense, on reasonable prior notice, periodically (during, or after the Term for a period of two (2) years) inspect Primary User's records with respect to matters covered by this Agreement, provided that if such inspection reveals that Primary User has underpaid B2Gnow with respect to any amounts due hereunder, Primary User shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with this Agreement.

4. PROPRIETARY RIGHTS

4.1. Reservation of Rights. The Services are not sold to Primary User or any third party. B2Gnow reserves all rights, title, and interest in and to Services and its underlying software covered by this Agreement, including but not limited to all related intellectual property rights. No rights are granted to Primary User hereunder (whether by waiver, implication, estoppel, or otherwise) other than as expressly set forth herein.

4.2. Feedback and Aggregated Statistics. Any suggestions, enhancement requests, forms created, recommendations or other feedback relating to the operation/provision of the Services provided by Primary User, including by Users, or worked on by B2Gnow and Primary User/Users ("**Feedback**"), during and after the Term is and remains the intellectual property of B2Gnow and

B2Gnow has all rights therein to exploit and commercialize any Feedback as B2Gnow chooses without compensation or other consideration to Primary User or any Users. B2Gnow is not required to use any Feedback. Notwithstanding anything to the contrary in this Agreement, B2Gnow may monitor Primary User and Users use of the Services and collect and compile Aggregated Statistics. As between B2Gnow, the Primary User and its Users, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by B2Gnow without compensation or other consideration to Primary User. Primary User acknowledges that B2Gnow may compile Aggregated Statistics based on Feedback. Primary User agrees that B2Gnow may (i) make Aggregated Statistics publicly available in compliance with Applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under Applicable Law, provided that such Aggregated Statistics do not identify the Primary User's or Users' Confidential Information. All Users of Services may be contacted by B2Gnow with information about B2Gnow events, services or products, and they will be given the opportunity to opt-out of any such communications.

4.4. Federal Government End Use Provisions. B2Gnow provides the Services, including related software and technology, for ultimate federal government end use, if applicable, solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with B2Gnow to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

4.5. Primary User Data. B2Gnow acknowledges that, as between B2Gnow and Primary User, Primary User owns all right, title, and interest, including all intellectual property rights, in and to the Primary User Data. Primary User hereby grants to B2Gnow a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Primary User Data and perform all acts with respect to the Primary User Data as may be necessary for B2Gnow to provide the Services to Primary User, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use Primary User Data within the Aggregated Statistics and Feedback. B2Gnow is not responsible for any errors due to inaccurate information provided by Primary User or Users.

5. CONFIDENTIALITY

5.1. Definition of Confidential Information. As used herein, **"Confidential Information"** means all information disclosed by a Party **("Disclosing Party")** to the other Party **("Receiving Party"),** whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Without prejudice to the generality of the foregoing Confidential Information shall include business and marketing plans, technology and technical information, product plans, pricing and designs, and business processes disclosed by a Party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public

without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without access or reference to the Disclosing Party's Confidential Information.

5.2. Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and the applicable Order Form, and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those contained herein.

5.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6. WARRANTIES AND DISCLAIMERS

6.1. Warranties. B2Gnow warrants that (i) B2Gnow has validly entered into this Agreement, (ii) the Services shall perform materially in accordance with the Documentation, (iii) B2Gnow will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and (iv) B2Gnow will not transmit Malicious Code to Primary User, provided it is not a breach of this subpart (iv) if Primary User or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty in this Section, Primary User's exclusive remedy shall be as provided in Section 10.1 and Section 10.4. **B2GNOW STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS**.

6.2. Primary User Warranties. Primary User represents and warrants that (i) Primary User has validly entered into this Agreement, (ii) Primary User has collected all PII in accordance with all Applicable Law, including in relation to the provision of any notice and for obtaining any consent required under any Applicable Law, contract, or privacy policy in connection with Primary User's provision of PII into the Services to B2Gnow under this Agreement, (iii) Primary User has all sufficient and necessary rights to transfer PII into the Services to B2Gnow under this Agreement, (iv) Primary User has the rights to use the data in the Services in the manner it chooses to utilize the Services; and (iv) Primary User will follow best practices in relation to data security. Primary User acknowledges that Primary User is solely responsible for the content uploaded into the Services and warrants that Primary User shall comply with all Applicable Law in its use of the Services and shall require all Users to acknowledge and agree to comply with Applicable Law, any applicable

User terms of service or privacy policy, and the requirements of this Agreement in the same way as they apply to Primary User.

6.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 6.1, THE SERVICES ARE PROVIDED "AS IS" AND B2GNOW DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EXCEPT AS EXPRESSLY PROVIDED HEREIN, B2GNOW MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

7. MUTUAL INDEMNIFICATION

7.1. Indemnification by B2Gnow. (i) B2Gnow shall defend Primary User against any claim, demand, or proceeding made or brought against Primary User by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the US intellectual property rights of such third party in respect of the Services (a **"Claim Against Primary User**"), and shall indemnify Primary User for any damages, reasonable attorney fees and costs finally awarded against Primary User as a result of, and for amounts paid by Primary User under a court-approved settlement of a Claim Against Primary User; provided that Primary User (a) promptly provides B2Gnow written notice of the Claim Against Primary User; (b) allows B2Gnow sole control of the defense and settlement of the Claim Against Primary User (provided that B2Gnow may not settle any Claim Against Primary User unless the settlement unconditionally releases Primary User of all liability); and (c) provides to B2Gnow all reasonable assistance, at B2Gnow's expense. In the event of a Claim Against Primary User, or if B2Gnow reasonably believe the Services may infringe or misappropriate a third party's intellectual property rights, B2Gnow may, in B2Gnow's sole discretion and at no cost to Primary User, (x) modify the Services so that they are no longer infringing, without breaching B2Gnow warranties under Section 6.1 above, (y) obtain a license for Primary User's continued use of the Services in accordance with this Agreement, or (z) if B2Gnow determines that neither of the foregoing is commercially practicable and if Primary User is not permitted to continue using the Services, then this Agreement will terminate with respect to such infringing Services, and Primary User shall be entitled to recover from the Authorized Reseller an amount equal to a pro-rated portion of the applicable prepaid Service Fees paid for the Services for the remaining Subscription Term for the applicable Services. B2Gnow shall have no liability for any infringement claim based on Primary User or User Data, or Primary User's or its Users' use of the Services in a manner not permitted hereunder, where such claim would not arise but for such Primary User Data or Primary User's or its Users' unauthorized use of the Primary User Data or the Services. (ii) B2Gnow will not be held responsible for actions outside its reasonable control and retains all its defenses at law and at equity.

7.2. Indemnification by Primary User. Unless prevented by Applicable Law, Primary User shall indemnify, hold harmless, and, at B2Gnow's option, defend B2Gnow, its directors, officers and employees against any claim, demand, suit or proceeding made or brought against B2Gnow by a third party alleging that Primary User Data, or Primary User's or its Users' use of the Services in a

manner not permitted hereunder, (i) infringes or misappropriates the intellectual property rights of a third party or (ii) violates Applicable Law, including, without limitation, a Primary User's breach of Section 6.2(iii) (together with Section 7.2(i), a **"Claim Against B2Gnow"**), and shall indemnify B2Gnow for any damages, attorney fees and costs finally awarded against B2Gnow as a result of, or for any amounts paid by B2Gnow under a court-approved settlement of, a Claim Against B2Gnow; provided that B2Gnow (a) promptly gives Primary User written notice of the Claim Against B2Gnow; (b) gives Primary User sole control of the defense and settlement of the Claim Against B2Gnow (provided that Primary User may not settle any Claim Against B2Gnow unless the settlement unconditionally releases B2Gnow of all liability); and (c) provides to Primary User all reasonable assistance, at Primary User expense.

7.3. Exclusive Remedy. This Section 7 states the indemnifying party's ENTIRE liability to, and the indemnified party's exclusive remedy against, the other party for any type of INDEMNIFIED claim described in this SECTION.

8. LIMITATION OF LIABILITY

IN NO EVENT WILL B2GNOW BE LIABLE UNDER THIS AGREEMENT OR ANY OTHER AGREEMENT WITH THE PRIMARY USER UNDER ANY LEGAL OR EQUITABLE THEORY FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES; (b) LOST REVENUES; (c) LOSS OF GOODWILL OR REPUTATION; (d) LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA; OR (e) COST OF REPLACEMENT SERVICES, IN EACH CASE REGARDLESS OF WHETHER PRIMARY USER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE FORESEEABLE. IN NO EVENT WILL B2GNOW'S AGGREGATE LIABILITY ARISING OUT OF THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY EXCEED $100,000 EXCEPT IN THE EVENT OF A DATA BREACH CAUSED BY B2GNOW WHERE THE LIMITATION OF LIABILITY WILL BE THE GREATER OF (i) THE AMOUNT OF ONE YEAR OF SERVICE FEES PAYABLE TO B2GNOW BY THE RESELLER RELATED TO USER'S SERVICES OR (ii) $500,000. PRIMARY USER ACKNOWLEDGES THAT B2GNOW COULD NOT MAKE ITS SERVICES AVAILABLE TO PRIMARY USER ON THE TERMS SET FORTH HEREIN IF B2GNOW'S LIABILITY WERE NOT SO LIMITED.

9. TERM

This Agreement commences on the Effective Date hereof and continues until termination of all Order Forms as provided below, or termination of this Agreement as provided herein, whichever occurs first. Unless provided otherwise in an Order Form, all Subscription Terms automatically renew, unless notice is given in writing by Customer to Reseller 90 days before the relevant renewal date.

10. TERMINATION

10.1 Termination for Cause. (a) B2Gnow may terminate for cause: (i) upon thirty (30) days written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if there is a Service Suspension which is not in the opinion of B2Gnow

commercially reasonably or practically capable of being cured.(b) B2Gnow may terminate (effective upon notice to the Primary User) for a breach of Section 2.

10.2. Termination for Discontinuance. B2Gnow may, with no liability to the Primary User or the Users, also terminate this Agreement to the extent B2Gnow discontinues any Services, but B2Gnow will give reasonable notice of such discontinuance to Primary User.

10.3. Effect of Termination. Upon termination of an Order Form or this Agreement for any reason, Primary User's (and any Users') right to continue using the relevant Services under the applicable Order Form(s) shall immediately cease. A termination of an Order Form with an Authorized Reseller does not affect any other remaining Order Form(s) with an Authorized Reseller which shall remain subject to the terms of this Agreement unless such Order Form(s) are terminated in accordance with the terms hereof or unless the Agreement is terminated. Upon request from Primary User in writing upon termination of this Agreement, B2Gnow shall promptly delete all Primary User Data in the Services (in accordance with B2Gnow normal back-up procedures, but any Primary User Data not deleted due to a back-up procedure will not be kept for longer than six (6) months in the event of a request for deletion, and during that time B2Gnow's obligations under this Agreement for confidentiality will continue to apply). All Sections intended by their nature to survive termination, including, without limitation, Sections 5, 6, 7, 8, and 10 shall survive any termination or expiration of this Agreement.

10.4. Service Suspension. Notwithstanding anything to the contrary in this Agreement, B2Gnow may temporarily suspend Primary User's and any User's access to any portion or all of the Services if: (i) B2Gnow reasonably determines that (a) there is a threat or attack on any of the B2Gnow IP; (b) Primary User's or any User's use of the B2Gnow IP disrupts or poses a security risk to the B2Gnow IP or to any other customer or vendor of B2Gnow; (c) any User is using the B2Gnow IP for fraudulent or illegal activities; (d) subject to Applicable Law, Primary User has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) B2Gnow's provision of the Services to Primary User or any User is (1) prohibited by Applicable Law, or (2) deemed by B2Gnow to be commercially unfeasible due to Applicable Law; (ii) any vendor of B2Gnow has suspended or terminated B2Gnow's access to or use of any third-party services or products required to enable Primary User to access the Services; or (iii) payment for applicable time periods in accordance with Section 2.9 is not received by B2Gnow. B2Gnow will have no liability for any liabilities or any other consequences that Primary User or any User may incur as a result of a Service Suspension.

11. GENERAL PROVISIONS

11.1. Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of Arizona without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Arizona. Any legal suit, action, or proceeding arising out of or related to this Agreement or the permissions granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Arizona in each case located in the city of Phoenix, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. The Parties agree that the United Nations Convention on

Contracts for the International Sales of Goods is expressly excluded from this Agreement. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

11.2. Notices. Any notice required or permitted to be delivered pursuant to this Agreement, and any permission and approval required hereunder shall, unless otherwise provided herein, be in writing and shall be deemed to have been given: (i) upon delivery, if delivered in person, (ii) upon electronic confirmation of delivery if sent by electronic mail, or (iii) three (3) business days after deposit in the United States mail, registered or certified mail, return receipt requested, postage prepaid, in the case of B2Gnow addressed to the addressee set out in the first paragraph of this Agreement or in the case of Primary User to such other address as may be specified by Primary User to the relevant Authorized Reseller (which if not provided a primary business office of the Primary User addressed to the Legal Team). Certain B2Gnow updates regarding the Services are provided to Primary User at www.B2Gnow.com/status.

11.3. Severability. If a provision of the Agreement or portion thereof is found to be invalid, illegal, or unenforceable under Applicable Law, it shall not invalidate or render unenforceable the remainder of such provision or the remaining provisions of the Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner.

11.4. Export Compliance. The Services may be subject to export laws and regulations of the United States and other jurisdictions. Primary User shall not access or use Services in violation of any U.S. export law or regulation.

11.5. Anti-Corruption. Primary User acknowledges that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any B2Gnow employees or agents in connection with this Agreement or any agreement with an Authorized Reseller. Reasonable gifts and entertainment provided in the ordinary course of business do not violate this restriction. If Primary User learns of any violation of this restriction, Primary User will promptly notify B2Gnow in writing.

11.6. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. B2Gnow may reach out from time to time with opportunities to Primary User or Users in relation to other B2Gnow product opportunities and Primary User consents to this. No employee, director, or officer of B2Gnow shall be held personally liable under this Agreement. There are no third-party beneficiaries to this Agreement.

11.7. Waiver. No failure or delay by either Party in exercising any right or partial right, remedy, power or privilege under this Agreement shall constitute a waiver of that right, remedy, power or privilege.

11.8. Assignment. Neither Party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be

unreasonably withheld). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Order Forms), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other Party, provided that the assignee agrees in writing to be bound by the terms of this Agreement and has sufficient funds to discharge the assignor's liabilities hereunder. A Party's sole remedy for any purported assignment by the other Party in breach of this paragraph shall be, at the non-assigning Party's election, termination of this Agreement upon written notice to the assigning Party and payment of all sums owing under the terms of this Agreement.

11.9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the Party against whom the modification, amendment or waiver is to be asserted, and in order to effectively amend the terms of this Agreement, any amendment must specifically call out the Section of this Agreement to be amended.

11.10. Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by an event of Force Majeure ("**Force Majeure**" hereunder means any acts of God, government, war, terrorism, riot, fire, floods, earthquakes, explosions, strikes, lockouts, cessation of labor, trade disputes, breakdowns, accidents of any kind which are beyond the reasonable control of a Party, or passage of law or any action taken by a governmental or public authority, which makes it commercially unreasonable to continue to have this Agreement in force).

11.11. Equitable Relief. Primary User acknowledges and agrees that a breach or threatened breach by Primary User of any of its obligations under Section 2.2, would cause B2Gnow irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, B2Gnow will be entitled to seek equitable relief from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

AskReply, Inc. DBA B2Gnow

By:_____

Name: _____

Primary User:_____

_____

By:_____

Name::_____

Title:_____ Title:_____

Date:_____ Date:_____

Terms and Conditions

Last updated: August 15, 2024

These ProcessMaker Terms and Conditions ("**Terms**") contain the terms and conditions that govern your access to and use of ProcessMaker's Services (as defined below) and form a binding agreement between the ProcessMaker entity identified on the Order and/or the SOW ("**we**", "**us**", "**our**" or "**Provider**") and you and the entity you represent identified as the "Customer" on the Order and/or the SOW ("**you**" or "**Custome**r").

If the person accepting these Terms is doing so on behalf of a company or other legal entity identified as the Customer on the applicable Order and/or SOW, such person represents that he or she has the authority to bind the Customer to these Terms. If you do not have such authority, or if you or the Customer do not agree with these Terms, you must not accept these Terms and the Customer may not use the Services.

You may not use the Services unless you are legally bound to these Terms. We reserve the right to terminate the Agreement if (A) you are not of legal age to form a binding, non-rescindable, contract with Provider; (B) when signing on behalf of an entity, you are not authorized to legally bind your company or organization to such terms; or (C) you are a person or entity barred from receiving the Services under the laws of the country of the Provider's principal place of business or the country in which you are resident or from which you use the Services.

1. SaaS Services and Professional Services

1.1 We provide Software as a Service identified in the applicable Order ("**SaaS Services**") that uses our proprietary software applications ("**Software**"). The SaaS Services are provided on a subscription basis during the Subscription Term (as defined in Section 10.1). We may also provide consulting, training, education, implementation, custom modification and configuration, and other works and services identified in a SOW (collectively, "**Professional Services**"). The SaaS Services and Professional Services are together referred to as "**Services**".

1.2 These Terms are hereby incorporated into each written order entered into in writing between Customer and Provider for the provision of the SaaS Services (each an "**Order**") and each Statement of Work that is entered into in writing between Customer and Provider for the provision of Professional Services (each a "**SOW**") (collectively such Orders and SOWs, together with these Terms, are the "**Agreement**").

1.3 Individual Orders set out the Subscription Term, scope of the SaaS Services, fees and payments terms for the SaaS Services and any other specific terms with respect to the SaaS Services, including without limitation the Usage Limits. "**Usage Limits**" means the number of authorized users, number of authorized cases, or other usage limits, as set forth in the applicable Order. Individual SOWs set out the scope of Professional Services, length of the term of the SOW, fees and payments

terms for Professional Services as well as any terms applicable to the Professional Services such as milestones, deliverables, schedules, acceptance criteria, etc.

1.4 If there is any conflict between an Order and/or SOW and these Terms, the documents will take precedence in the following order: these Terms, then the Order, then the SOW; provided, however, that the conflicting provision of the applicable Order or SOW shall prevail if such conflicting provision in the Order or SOW expressly indicates its intent to prevail.

2. Provision of the Services

2.1 Provider may have subsidiaries and affiliated legal entities in other countries that may serve as subcontractors or contact points with respect to the Services provided to you by Provider. Even where Provider's subsidiaries or affiliates are your primary contact points, the Provider listed on your Order and/or the SOW will remain ultimately responsible for the provision of the Services and you waive any right to assert claims against such other entities with respect to the Services. In addition, Provider may use services of independent service providers/contractors who may provide certain services to you on Provider's behalf.

2.2 Provider is constantly innovating the SaaS Services to provide the best possible experience for its users. You acknowledge and agree that the form and nature of the SaaS Services may change from time to time without prior notice to you as long as such change does not result in material degradation of the SaaS Services.

2.3 Notwithstanding anything to the contrary in Section 2.2 of these Terms, as part of this continuing innovation, you acknowledge and agree that Provider may permanently or temporarily stop providing SaaS Services (or any features within the SaaS Services) to you or to users generally at Provider's sole discretion, upon sixty (60) days prior notice to you. If you have pre-paid the SaaS Services for a fixed period of time and (A) Provider stops providing the SaaS Services for any reason other than your material breach pursuant to Section 10.3(A) or legal requirement pursuant to Section 10.3(B); or (B) you terminate the Agreement for Provider's material breach pursuant to Section 10.3(A); Provider will, as your sole and exclusive remedy, refund to you pro-rata the corresponding fees for Services already paid by you equivalent to the part or remainder of the term in which you will not use the Services.

2.4 You understand and agree that Provider may at its full discretion, without any liability to you and subject to giving you a prior notice, suspend access to your account for (A) delay with any payment (including delay resulting from your failure to provide billing details or failure to cooperate in order to enable Provider to issue a valid invoice within (fifteen) 15 days from the Service start date stipulated on your Order or SOW) or (B) other breach of the Agreement, and that in such case you may be prevented from accessing the Services, your account details or any files or other content which is contained in your account. If we suspend your access to the Services for delayed payment or other breach of the Agreement, and subsequently reactivate it (e.g. after the breach has been cured), you still remain obliged to pay the Services fees

for the entire Subscription Term including the period for which you could not access the Services as a result of your default; you will not be entitled to any compensation or refunds (whether monetary or in the form of an extended Subscription Term) for the period for which you could not use the Services. Such suspension of Services shall not be considered a breach of the Agreement by Provider. Further, the foregoing shall not in any way prejudice or prevent Provider from exercising its right to terminate the Agreement for material breach pursuant to Section 10.3 of the Terms.

3. Your use of the Services

3.1 To access the SaaS Services, you or your individual end-users will be required to register into the Provider's platform and provide identification, contact or similar details as part of the registration process for the SaaS Services or as part of your continued use of the SaaS Services.

3.2 You agree to use the Services only for purposes that are permitted by the Terms and the Order; and in accordance with (A) any applicable law and regulation in the relevant jurisdictions (including any laws regarding the export of data or software to and from the EU, the United States or other relevant countries); and (B) any other applicable rules (including, without limitation and where applicable any rules of third party platforms that integrate with the SaaS Services.

3.3 You agree not to access (or attempt to access) any of the Services by any means other than through the interface that is provided directly or indirectly by Provider, unless you have been specifically allowed to do so in a separate written agreement with Provider.

3.4 You agree that you will not engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services). In particular, you agree not to engage in the following acts or cause or permit others to do so:

a) Use the Services or any Services Content or Customer Content (as defined below) to violate applicable law or the Terms or the Agreement;

b) Permit a third party to access the Services except your affiliates expressly permitted pursuant to an Order or SOW or otherwise approved in writing by the Provider;

c) Sell, resell, rent, lease, distribute, assign or otherwise transfer the rights to the Services;

d) Copy, modify, translate, or create derivative works of the Services or Services Content except as permitted in writing by Provider;

e) Use Services for timesharing or service bureau purposes or otherwise for the benefit of a third party;

f) Remove, obscure or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained in the Services or their outputs;

g) Copy, frame, or mirror the Services or any part or content of the Services or create any link to the Services;

h) Reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Services or Software;

i) Access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services;

j) Use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights or intellectual property rights;

k) Use the Services to upload, store, transmit or distribute material containing software viruses, worms, Trojan horses or other malicious code, files, scripts, agents or programs that may damage the operation of the Services or third-party's computer, property of information;

l) Interfere with or disrupt the integrity or performance of the Services or third-party data contained therein;

m) Perform any simulated attack, penetration test, denial of service simulation or similar vulnerability test or scan of the Services; or

n) Attempt to gain unauthorized access to the Services or their related systems or networks or unauthorized access to a third-party account or content created by or for another Provider's customer.

3.5 The SaaS Services can be used by you only for your own internal business. You may not use the SaaS Services for the benefit of any third parties not explicitly approve in writing in the Order.

3.6 You agree that you will not engage in any activity that may amount to the misuse of the Services or that seeks to circumvent this Agreement. If Provider provides you with any portion of the Services as part of a trial, proof of concept (POC) or pilot, Provider reserves the right to limit your activity on any of its trial, POC or pilot Services for any reason and without notice.

3.7 You agree that you are solely responsible for (and that Provider has no responsibility to you or to any third party for) any breach of your obligations under the Agreement and for the consequences (including any loss or damage which Provider may suffer) of any such breach by you or your users or clients. You are responsible for all acts and omissions of each individual end-user that you permit to use the Services.

The Services are a tool to make workflow management more efficient, but are not a substitute for Customer's decision-making and judgment. You agree that you are solely responsible for your use of the Services, including all results obtained from, and all conclusions, decisions, and actions based on your and each end-user's use of the Services.

3.8 Although the Services are provided on the cloud, the Services are not intended as a storage solution or backup of Customer Content. Customer should store copies of all Customer Content on Customer's systems, and Provider is not responsible for the deletion or destruction of Customer Content.

3.9 You are solely responsible for any use of any third-party products or platforms that you use in connection with the Services, including any third-party platforms or third-party products or services that may integrate with the SaaS Services (each, a "**Third-Party Platform**"). Your use of a Third-Party Platform is governed by your agreement with the relevant Third-Party Platform provider and not this Agreement, and Provider is not responsible for the Third-Party Platform or the Third-Party Platform's use of Customer Content. You acknowledge that additional third-party fees (such as internet service provider fees, Third-Party Platform fees, third-party add-on fees or similar) may apply in connection with your use of the Services. Additional third-party fees are payable by you directly to the relevant third party and the relevant third party receiving such additional fees is responsible for the processing of such fees. Provider has no responsibility to you or to any third party for payment of any such fees or for unavailability of Services due to your failure to do so.

3.10 You acknowledge that use of the Services in breach of this Section 3 will be considered a material breach of the Agreement.

4. Your passwords and account security

4.1 You agree and understand that you and your end-users are responsible for maintaining the confidentiality of passwords or other login credentials associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible for all activities that occur under your and Customer's end users' accounts.

4.2 If you become aware of any unauthorized use of your password or of your account, you agree to notify Provider immediately.

5. Fees and taxes

5.1 The Services are provided by Provider for consideration. The fees for the Services are stipulated in your Order and/or the SOW, which also set out the payment terms. Without limiting any rights or remedies of Provider, if Customer exceeds the applicable Usage Limits, Provider may increase the fees for the applicable SaaS Services upon written notice to Customer to reflect Provider's then-current standard

rates based on Customer's actual usage level, and such fee increase will become effective upon the sooner of the anniversary date of the Subscription Term or the next Renewal Term (as each such term is defined in Section 10.1 of these Terms). Fees for Renewal Terms are described in Section 10.1 of these Terms.

5.2 You agree to pay the applicable fees in accordance with these Terms and the applicable Order and/or SOW. Except as otherwise specified herein or in an Order or SOW, all fees are due and payable immediately upon receipt of an invoice, payment obligations are non-cancelable and fees paid are non-refundable, and quantities purchased cannot be decreased during the relevant Subscription Term stated on the Order and/or SOW.

5.3 Fees for the SaaS Services and Professional Services will be charged upfront in accordance with the Order and/or SOW.

5.4 If any undisputed invoiced amount is not received by us by the due date, then without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.5 Fees set forth in your Order and SOW exclude any and all applicable taxes, levies, duties or similar governmental assessments of any nature and similar fees (other than taxes solely based on our profit) now in force or imposed in the future on provision of the Services, including any sales, use or value added taxes, services tax or withholding tax, and you shall be responsible for payment of all such taxes and fees. If you are required by any applicable law to deduct or withhold amounts otherwise payable to us hereunder, you agree to pay the required amounts to the relevant governmental authority and pay to us, in addition to the payment to which we are otherwise entitled under the relevant Order or SOW, such additional amount as is necessary to ensure that the net amount actually received by us free and clear of all taxes equals the full amount we would have received had no such deduction or withholding been required.

5.6 No party shall have any right of holdback or set-off against any claims of the other Party under or in connection with the Agreement.

5.7 Provider is not responsible for the payment processing provided by any third party.

6. Content in the Services

6.1 You understand that the Services and all information such as, without limitation, electronic data files, written text, computer software, music, audio files or other sounds, photographs, and videos or other images, and all data and reports generated by the Services (all such information referred to in these Terms generally as the "**Services Content**") which you may have access to as part of, or through your use of, the Services, in each case excluding the Customer Content (as defined below), are

owned by us or a third party, and are protected under copyright, trademark, and other laws.

6.2 As between the parties, you retain ownership, copyright and any other intellectual property rights you hold in content which you, your users or third parties that you enable through your account, submit, post, or publish to us through your use of the Services ("**Customer Content**"). You agree that (i) you are solely responsible for your use of the Customer Content and Provider is not responsible for your exploitation of such Customer Content; (ii) Provider has no obligation to monitor or edit your use of any Customer Content in connection with your use of the Services; and (iii) you shall be solely responsible for obtaining the necessary authorizations to use any Customer Content submitted through the Services.

6.3 You agree that you are solely responsible for (and that Provider has no responsibility to you or to any third party for) any Customer Content that you create, upload, transmit, publish or distribute while using the Services and for the consequences of your actions (including any loss or damage which Provider or third parties may incur and including any other legal liability, whether liability under civil, commercial, tort, penal or administrative law or any other legal theory) by doing so. Provider assumes no responsibility or liability for any (i) Customer Content, (ii) any content provided by any third party or through a Third-Party Platform or through any third-party pages or websites linked in the Services, or (iii) any content created or provided by third-party generative artificial intelligence solutions ("**AI Solutions**") even if such AI Solution is made available to you through the Services. You shall notify us in the event that you believe that the Services infringes third-party rights such as copyright.

6.4 You shall indemnify and hold Provider harmless from all claims and all liabilities, costs, proceedings, damages and expenses awarded against, or incurred or paid by Provider as a result of or in connection with (A) your breach of any third party's intellectual property or similar rights or (B) your breach of warranty under Section 6.5 or Section 9.4 below.

6.5 You represent and warrant to Provider that (i) you have all the rights, power and authority necessary to use any Customer Content submitted through the Services; (ii) you have the right to provide the Customer Content to Provider and for Provider to use the Customer Content in accordance with this Agreement; and (iii) Provider's use of the Customer Content in accordance with this Agreement will not violate or infringe the privacy, publicity, intellectual property or other rights of third parties. Provider may suspend your access or access of your individual end-users to the Services if you or your end-users submit or transmit Customer Content through the Services that infringes or violates the intellectual property rights or privacy rights of third parties.

7. Proprietary rights

7.1 You acknowledge and agree that as between you and Provider, Provider (or Provider's licensors) owns all legal rights, title and interest in and to the Services, including without limitation any and all underlying Software, databases, including data models, structures, processes, know-how, trade secrets, methods, documentation and manuals, Services Content, data and reports generated by the Services (excluding Customer Content), Usage Data (as defined below), aggregated statistical data, and all modifications, enhancements, and customizations to the foregoing, together with all Intellectual Property Rights in the foregoing (the **"Provider Property"**). For clarity, Provider Property excludes Customer Content. For purposes of this Agreement, "**Intellectual Property Rights**" means all right, title, and interest in and to all patents (including patent applications), inventions, copyrights, trademarks, domain names, trade secrets, know-how, and any other intellectual property and/or proprietary rights. This Agreement does not convey and right, title, or interest in the Provider Property to Customer other than the limited licenses expressly set forth in this Agreement. In the event any ownership of the Provider Property vests in Customer, Customer agrees to assign and hereby assigns to Provider all right, title and interest worldwide in the Provider Property. To the extent any of the rights, title and interest in and to Provider Property are found by a court of competent jurisdiction not to be assignable by Customer to Provider, Customer irrevocably agrees to grant, and hereby grants to Provider an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, have made, use, have used, sell, offer for sale, have sold, distribute and import, the Provider Property.

7.2 Other than the limited licenses set forth in this Agreement, Provider acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under these Terms in or to any Customer Content. Unless you have agreed otherwise in writing with Provider, you agree that you are responsible for protecting and enforcing those rights and that Provider has no obligation to do so on your behalf.

7.3 Unless you have been expressly authorized to do so in writing by Provider, you agree that, in connection with the Services, you will not use any trademark, service mark, trade name, logo of any third-party company or organization in a way that is likely or intended to cause confusion about the owner or authorized user of such marks, names or logos.

8. License from Provider

8.1 Provider grants you a worldwide, non-assignable and non-exclusive right and license to access and use the SaaS Services, on a subscription basis, during the Subscription Term, up to the Usage Limits set forth in your Order, subject to any other parameters stipulated in your Order. Any SaaS Services unused during your Subscription Term (including but not limited to situations where you do not use the

prepaid SaaS Services in full scope or if you do not use the prepaid SaaS Services for the full duration of the Subscription Term) shall expire at the end of the Subscription Term and cannot be transferred to consecutive terms or be refunded. To the extent Provider provides any documentation to you, you may use the documentation internally solely during your Subscription Term to support your use of the SaaS Services, and the documentation provided by Provider shall be deemed to be part of the SaaS Services.

8.2 The license granted in this Section 8 is for the sole purpose of enabling you to use and enjoy the benefits of the SaaS Services as provided by Provider for your internal business purposes, in the manner permitted by these Terms (in particular Section 3) and the Order and/or SOW. You may not use the Services for the benefit of any third parties unless they are explicitly listed in the relevant Order or SOW or otherwise approved in writing by Provider. You acknowledge that this is a SaaS agreement and that (A) the Software is not sold, and (B) unless expressly authorized in an Order you do not have the right to access copies of the Software to you as part of the Services.

8.3 Unless Provider has given you specific written permission to do so or as permitted by Section 16.11, you may not assign (or grant a sublicense of) your rights, grant a security interest in or over your rights, or otherwise transfer any part of your rights granted hereunder.

8.4 You acknowledge that any breach of Section 8 by you or your end-users shall constitute a material breach of the Agreement, with all consequences arising therefrom.

9. Use of Customer Content

9.1 You hereby grant Provider and its subcontractors a non-exclusive, worldwide, and royalty-free license during the term of this Agreement to use and disclose such Customer Content (including any third-party content submitted by you through the Services) to the extent necessary to provide the Services to you pursuant to this Agreement, and as required by applicable law. This license includes the right to access, use, and disclose such Customer Content in the manner permitted by this Agreement.

9.2 We also may collect and analyze information relating to the performance and use of the Services by Customer and its users or any other person, including but not limited to usage information, user IDs, user type, number of cases started or documents uploaded, session information, statistical information, and information based on or derived from the foregoing, but in each case excluding Customer Content ("**Usage Data**"). Provider shall be free during and after the term of this Agreement to (i) use such Usage Data internally for product improvement and product development purposes, for operational and diagnostic purposes, and for such other purposes as permitted by law including benchmarking; and (ii) to disclose such Usage Data provided that such Usage Data is de-identified so that it does not identify the Customer, its users or any other person and is aggregated with data of other customers.

9.3 You may choose to share any ideas, feedback or suggestions regarding the Services ("**Feedback**") with us. To the extent you provide any Feedback to us, you hereby grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license (with the right to grant sublicenses) to use, make, sell and otherwise exploit in any manner such Feedback without payment of any compensation to you or any obligation of confidentiality to you.

9.4 You represent and warrant to Provider that you have all rights, consents, powers and authority necessary to grant the licenses and permissions set forth in this Article 9.

10. Term; Renewals; Termination

10.1 The initial term for your subscription to access the SaaS Services is the subscription term set forth in the applicable Order ("**Initial Subscription Term**"), provided that if the Order does not define the Initial Subscription Term, the Initial Subscription Term is one year from the effective date of the Order. Except as otherwise specified in the Order, the Initial Subscription Term will automatically renew for successive periods of twelve (12) months each (each, a "**Renewal Term**", and collectively with the Initial Subscription Term, the "**Subscription Term**"), unless either party provides notice of non-renewal to the other party at least sixty (60) days prior to the end of the then-current Subscription Term. All changes to the fees required for a Renewal Term will be invoiced in advance prior to expiration of the then current Subscription Term (the "**Renewal Invoice**"), and any pricing or changes to the Usage Limits for such Renewal Term will be reflected in the Renewal Invoice. Fees for all renewals after the Initial Subscription Term shall be set at the then-current Provider pricing, and will increase by 7% per Renewal Term, unless otherwise stated on the Order, Renewal Invoice, or as otherwise agreed to in writing by the parties, and is subject to additional price increases due to Customer exceeding the Usage Limits as set forth in Section 5.1. These Terms will continue to apply during the Subscription Term and any term stipulated in your SOW.

10.2 During the Subscription Term or the term stipulated in your SOW, as applicable, each party may only terminate the Agreement (including the applicable Order or SOW) for reasons stipulated in Section 10.3.

10.3 Each of the parties may at any time terminate the Agreement (including any Order and SOW) if (A) the other party has materially breached any provision of the Agreement and failed to cure the breach (where such breach is capable of being cured) within thirty (30) days following receipt of notice of such breach; or (B) a party is required to do so by law (for example, where the performance of the Agreement is or becomes unlawful); in addition, Provider may at any time terminate the Agreement. Provider may terminate this Agreement at any time if (C) the partner with whom Provider offered the Services to you, or whom Provider uses or whose cooperation Provider needs in order to offer the Services to you (such as the hosting provider), has terminated its relationship with Provider or ceased to offer its APIs, data, programs,

application or services that are essential for the Services; or (D) Provider is transitioning to no longer providing the Services to users in the country in which you reside or from which you use the Services; or (E) the provision of the Services to you by Provider is, in Provider's opinion, no longer commercially viable. For the purposes of the Agreement, your failure to make timely payments under the Agreement when due will be considered a material breach of the Agreement. In the event you terminate the Agreement for a material breach by Provider as described in (A) above, or if Provider terminates the Agreement during the term for reasons stipulated in (C), (D) or (E) above, you shall not be required to make any payments for Services beyond the date of when Provider terminates the Agreement or when Provider ceased to provide the Services (as applicable), and in the event you prepaid the Services, Provider shall in such cases refund the pro-rata proportion of the pre-paid fee for the unused portion of the term.

10.4 Upon termination or expiration of this Agreement or the applicable Order or SOW, Customer shall immediately discontinue use of the Services. Customer is responsible for downloading all Customer Content prior to the termination or expiration of this Agreement or the applicable Order, and Provider shall have no obligation to retain any Customer Content or configurations or implementations following the termination or expiration of this Agreement or the applicable Order. Upon expiration or termination of this Agreement, all provisions necessary to enforce a party's rights and obligations under this Agreement, and other provision that by its nature survive, shall survive the termination or expiration of this Agreement. The provisions of Section 16.9 shall continue to apply to such rights, obligations and liabilities indefinitely.

11. Limited Warranties; Exclusions

11.1 Services features that interoperate with Third-Party Platforms depend on the continuing availability of those Third-Party Platforms for use with the Services. If any Third-Party Platform ceases to make its Third-Party Platform available on reasonable terms for the Services, Provider may cease providing such Services features upon reasonable prior written notice to you pursuant to Section 10.3 (C). Provider is not liable or responsible for the quality, accuracy or truthfulness of services or information obtained by Customer from any third parties or Third-Party Platforms or services and used within the Services or for interruption of access to such information caused by downtime or unavailability of the Third-Party Platforms or services.

11.2 EXCEPT FOR ANY WARRANTY EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", AND PROVIDER, ITS SUBSIDIARIES AND AFFILIATES, AND LICENSORS MAKE NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, AND DOES NOT REPRESENT OR WARRANT TO YOU THAT (A) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, OR BE COMPATIBLE WITH ANY OTHER SOFTWARE SYSTEM OR SERVICE; (C) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR

RELIABLE; AND (D) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE USED TO PROVIDE THE SERVICES WILL BE CORRECTED.

11.3 NO CONDITIONS, WARRANTIES OR OTHER TERMS (INCLUDING ANY IMPLIED TERMS AS TO SATISFACTORY QUALITY, FITNESS FOR PURPOSE, MERCHANTABILITY OR NONINFRINGEMENT) APPLY TO THE SERVICES EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY SET OUT IN THE AGREEMENT.

11.4 Nothing in the Terms shall affect those statutory rights that you cannot contractually agree to alter or waive.

11.5 Professional Services Warranty. Professional Services will be performed in a professional manner consistent with generally accepted industry standards. Unless provided otherwise in an SOW, this warranty shall be valid for seventy-five (75) days from the date the Professional Services are delivered, which includes a fifteen (15) day review period. Customer's sole and exclusive remedy and our sole and exclusive liability shall be the re-performance of the Professional Services.

11.6 The Services are accessed using a web browser and their compatibility is only guaranteed with the then-current version and one immediately preceding version of the following web browsers: Google Chrome, Firefox, Microsoft Edge, Apple Safari and Opera.

11.7 Early Access. Upon your request, Provider may enable you to access a dedicated section on Provider's platform with Services features and functionalities that are in development and/or testing phase and are not released as a part of the commercial Services offering ("**Early Access Services**"). You understand, acknowledge and agree, that: (i) Provider may discontinue and stop providing any Early Access Services at any time at its discretion and without prior notice to you, (ii) the Early Access Services may contain bugs, defects and errors and Provider has no obligation under the Agreement or otherwise to correct any bugs, defects or errors in the Early Access Services or otherwise to support or maintain the Early Access Services and to the extent permitted under applicable law shall not be liable to you for any loss or damage arising from or connected with your use of the Early Access Services; (iii) the version of the applicable Early Access Service feature that Provider may make commercially available following the early access phase ("**Commercial Release**") may or may not, based solely on Provider's discretion, contain the functionality or functions originally included in the Early Access Services, and the Commercial Release may contain functions and functionality, and perform in a manner significantly different from the Early Access Services features and functionalities made available to you; (iv) Content submitted to Early Access Services may not be secured and Provider shall have no liability with respect to any security incident or any third party's unauthorized access to or use of Customer Content arising from the Early Access Services; and (iv) the performance of the Early Access Services is not subject to Schedule A – Service Level Agreement. Accordingly, the use of and any research or development performed, or business plans made by you regarding, or in reliance upon, the Early Access Services are entirely at your own risk.

11.8 AI-Generated Content. Certain features of the Services may use third-party generative AI Solutions, i.e., automated tools that provide information or generate text based on their programming and training data. You acknowledge that any content generated by using such third-party AI Solutions: (i) may contain incorrect elements, including but not limited to biases and/or offensive language; (ii) is based on the data and programming used to train the model; this means that third-party generative AI Solutions, its licensors, and Provider assume no liability for any content generated by third-party AI Solutions and any use or publication thereof.

12. Indemnification

12.1 We will defend any action brought by a third party against Customer to the extent that the action is based on a claim that a Service provided by Provider to Customer, and as used within the scope of the Agreement, directly infringes such third party's intellectual property rights, and we shall hold Customer harmless from any liability for any costs and damages ordered by a court as a result of such action or resulting from a monetary settlement thereof, provided that (A) Customer notifies us immediately in writing of the action (and all prior claims relating to such action), (B) we are given sole control of the defense and all negotiations for settlement or compromise of the action provided it releases Customer of all liability, and (C) Customer reasonably cooperates with us in such defense, including without limitation making available to us all relevant documents and other information in Customer's possession and by making Customer personnel available to testify or to consult with us or our attorneys. We will have no obligation to indemnify the Customer for any third-party software or Third-Party Platform procured by Customer. Any claims against Provider based on this Section must be brought within one (1) year from the expiry or termination of this Agreement.

12.2 Customer shall defend us and our affiliates against any claim, demand, suit or proceeding made or brought against us or our affiliates by a third party arising from claims (i) that Provider's or its affiliates' or service providers' transmission, use, or hosting of Customer Content in accordance with this Agreement, infringes or misappropriates the intellectual property rights, privacy rights, or other rights of a third party or violates applicable law; or (ii) arising from Customer's breach of the Agreement or violation of applicable law; and Customer shall indemnify us and our affiliates for any damages, attorney fees and costs incurred in connection therewith; provided we promptly give Customer written notice of the claim, demand or notice of suit or proceeding brought against us (provided that Customer may not settle the claim against us unless it releases us of all liability) and provide Customer with reasonable assistance at Customer expense.

12.3 We will have no liability or obligation under Section 12.1 (i) with respect to any infringement or misappropriation claim based upon or arising from: (A) any use of the Services not in accordance with the Agreement or for purposes not intended by us; (B) any use of the Services in combination with other products, equipment, software or data not supplied by us; (C) any modification of the Services made by any person other than us where such modification is not authorized by us; or (D) any use of the SaaS

Services other than the most current version made available to Customer; or (ii) arising from Customer's breach of the Agreement or claims which Customer is required to indemnify Provider pursuant to this Agreement.

12.4 If the Services are likely to become the subject of an infringement or misappropriation claim, we may, at our sole option and expense, either: (A) procure for Customer the right to continue to use the said Services pursuant to the Agreement; or (B) replace or modify said Services to make them non-infringing; or (C) terminate the applicable Order and/or SOW and Customer right to use the Services, and refund to Customer any unused pre-paid fees for said Services as of the date of termination. SECTIONS 12.1, 12.3 AND 12.4 STATE OUR ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT AND MISAPPROPRIATION CLAIMS AND ACTIONS BASED ON ANY SERVICES OR PRODUCTS PROVIDED BY US.

13. Disclaimers; Limitation of liability

13.1 Nothing in the Agreement shall exclude or limit Provider's or Customer's liability for losses which may not be lawfully excluded or limited by applicable law.

13.2 **Disclaimers**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER, ITS SUBSIDIARIES AND AFFILIATES, OR LICENSEES, BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY (INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE), FOR (a) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, ENHANCED OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), OR (b) DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OR INABILITY TO USE DATA, LOSS OF BUSINESS INFORMATION, OR COST OF REPLACEMENT GOODS OR SERVICES; OR (c) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CUSTOMER CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES, YOUR FAILURE TO PROVIDE PROVIDER WITH ACCURATE ACCOUNT INFORMATION; OR YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL; IN EACH CASE OF (a), (b), (c) ABOVE, REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR WHETHER SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

13.3 **Limitation of Liability**. EXCEPT FOR LIABILITIES ARISING OUT OF PROVIDER'S BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 15 (THE "**EXCLUDED CLAIMS**"), IN NO EVENT WILL THE AGGREGATE LIABILITY OF PROVIDER AND ITS SUBSIDIARIES AND AFFILIATES, LICENSORS, SERVICES PROVIDERS AND SUPPLIERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO PROVIDER FOR THE SERVICES GIVING RISE TO THAT LIABILITY DURING THE TWELVE MONTHS IMMEDIATELY BEFORE THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT WILL THE AGGREGATE LIABILITY OF PROVIDER AND ITS SUBSIDIARIES AND AFFILIATES, LICENSORS, SERVICES PROVIDERS AND SUPPLIERS ARISING OUT OF THE EXCLUDED CLAIMS, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS (US$250,000).

14. Professional Services

14.1 This Section shall apply only if the parties have agreed that we will provide Professional Services to Customer as indicated on an SOW. Customer shall provide us with all information, access, and full good faith cooperation necessary to provide Customer with Professional Services and shall fulfill what is identified on the SOW as Customer's responsibility. If Customer fails or delays performance, we will be relieved of all obligations to the extent that the obligations are dependent upon such performance. You will reimburse us for all actual and reasonable travel and out-of-pocket expenses incurred as a result of any Professional Services provided.

15. Confidentiality

15.1 Definition of Confidential Information. As used herein, "**Confidential Information**" means all information disclosed by or on behalf of a party to this Agreement or its affiliates ("**Disclosing Party**") to the other party or its affiliates ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Provider includes information relating to the Services Content, Provider's technology, trade secrets, know-how, business plans, customers and pricing information. Confidential Information of Customer includes the Customer Content. Except as expressly authorized, the Receiving Party will hold in confidence and not use or disclose any Confidential Information of the other party except as necessary to exercise its rights and obligations under this Agreement or as otherwise expressly permitted by this Agreement. However, Confidential Information shall not include any information that (A) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (B) was rightfully in its possession or known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (C) is rightfully received by a third party without breach of any confidentiality obligation; or (D) was independently developed by the Receiving Party without use of or reference to the Confidential Information of Disclosing Party.

15.2 Except as may be required by applicable law or regulation or as otherwise authorized by this Agreement, the Receiving Party shall not disclose any Confidential Information of the Disclosing Party to any third party other than its agents, affiliates employees, permitted subcontractors, representatives and professional advisors of the Receiving Party and/or its affiliates ("**Representatives**") who have a need to know such Confidential Information for purposes of the Agreement and who are bound by written obligations of confidentiality at least as restrictive as set forth in this Agreement; provided that Receiving Party shall be responsible for any breach of this Article 15 by its Representatives.

15.3 The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent required by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

15.4 The obligations of confidentiality and non-use set forth in this Article 15 shall survive for five (5) years following termination or expiration of this Agreement, provided that to the extent any Confidential Information is deemed to be a "trade secret" under applicable law, the obligations of confidentiality and non-use shall continue to survive for so long as such Confidential Information retains its status of a trade secret under applicable law.

16. General provisions

16.1 The Agreement constitutes the entire agreement between you and Provider and governs your use of the Services (excluding any services which Provider may provide to you under a separate written agreement), and completely replaces any prior agreements between you and Provider in relation to the Services.

16.2 Any changes to the Agreement shall be made by a written amendment and shall be effective once both parties have signed such amendment.

16.3 You agree that Provider may provide you with notices by email or regular mail; technical notices may be posted on the Services website. All legal notices addressed to Provider shall be in writing and shall be sent via certified or registered mail (with a copy sent via e-mail), return receipt requested, or overnight courier service. Notices shall be addressed to ProcessMaker Inc., 103 West Main Street, Mezzanine Floor, Durham, North Carolina 27701, United States and an e-mail copy (which shall not constitute notice) to legal@processmaker.com.

16.4 We and our affiliates may identify you as Provider's customer and display your logo in our marketing materials (including but not limited to those published on

websites and social media platforms) and in the course of our sales and promotional activities. With your approval, we may also issue a press release or customer success story identifying you as our customer and describing your utilization and benefits that you receive from the use of our products and services. The content of any press release, success story or public promotional material shall be subject to your prior approval.

16.5 You understand and acknowledge that we may be subject to laws and regulations that prohibit export or diversion of certain software and technology to certain countries ("**Export Laws**"). You will comply with the Export Laws in effect from time to time as they relate to all aspects of these Terms and our Services and Software.

16.6 Except for performance of a payment obligations, neither party will be responsible for any failure to perform or delay in performing any of its obligations under the Terms where and to the extent that such failure or delay results directly or indirectly from an event beyond such party's reasonable control, including an act of God, war, hostility (whether declared or undeclared), terrorism, revolution, insurrection, riot or any other unlawful act, strike, lockout or other industrial disturbance, fire, flood, earthquake, natural disaster, power failure, internet service provider failure, embargo, or other government action ("collectively, **Force Majeure Event**").

16.7 The parties agree that if one of them does not exercise or enforce any legal right or remedy which is contained in the Terms (or which such party has the benefit of under any applicable law), this will not be taken to be a formal waiver of such party's rights and that those rights or remedies will still be available to it.

16.8 If any court of law, having the jurisdiction to decide on this matter, rules that any provision of the Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

16.9 This Agreement, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of, or relate to this Agreement, shall be governed by, and construed and enforced in accordance with the internal laws of the State of Delaware, including its statute of limitations, and any applicable federal laws of the United States, without regard to conflict of law principles thereunder. The parties agree that the state or Federal courts located within the State of Delaware, USA, shall have the sole and exclusive jurisdiction to resolve any legal matters based upon, arising from, or relating to this Agreement, and Customer and Provider hereby irrevocably submit to the personal jurisdiction of such courts. The Parties hereby waive any objection to venue as specified herein, and hereby consent to and agree to submit to the jurisdiction of the courts as specified herein and agree to accept service of process to vest personal jurisdiction over them in any of the courts as specified herein.

16.10 EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF

OR RELATED TO THIS AGREEMENT AND/OR ANY ORDER OR SOW CONCLUDED UNDER THIS AGREEMENT.

16.11 Neither Party may assign this Agreement or any of its rights nor delegate any of its obligations under this Agreement without the prior written consent of the other party, which consent will not be unreasonably withheld; provided that Provider may without the consent of Customer: (i) use subcontractors and independent service providers/contractors to deliver Services; (ii) make an assignment to its Affiliates; or (iii) make an assignment or to a successor to substantially all of the business of Provider, whether by merger, sale of stock, sale of assets or other transaction. Any unauthorized assignment of this Agreement will be null and void. Subject to the foregoing, this Agreement shall bind and inure to the benefits of the Parties, their respective successors and permitted assigns.

16.12 Provider and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative or employment relationship between the parties. There are no third party beneficiaries to this Agreement.

16.13 These Terms are provided in English. If Provider has provided you with a translation of the English language version of the Terms or the Agreement, you agree that the translation is provided only for your convenience, and that the English language versions of the Agreement will govern your relationship with Provider. If there is any contradiction between the English language version of this Agreement and the translation, the English language version shall take precedence.

16.14 Schedules, Appendices and Annexes to these Terms are hereby incorporated into these Terms and binding on both parties, including without limitation Schedule A – Service Level Agreement.

Schedule A – Service Level Agreement

SUMMARY OF SUPPORT SERVICES BY PLAN TYPE:

Provider will use commercially reasonable efforts to provide support to Customer in accordance with this Schedule A based on the plan type selected in the applicable Order.

	Platform	**Pro / Enterprise**
Service Window	8am - 6pm EST Monday - Friday	9am - 5pm Client's Time zone Monday - Friday
Target Initial Response Times for Error Support requests during Service Window (as further described in the "Error Correction and Bug Fixes" section below):		
Critical Impact	8 hours	2 hours during Service Window hours and 4 hours during non-Service Window hours
High Impact	2 days	4 hours during Service Window hours
Low Impact	5 days	1 day
Minor Impact	15 days	2 days
Support Channel	Email, Web Portal	Email, Web Portal
24x7x365 Performance Monitoring	Yes	Yes
Cloud Recovery Level	Basic	Basic
Target Recovery Point (RPO)	24 Hours	24 Hours
Target Recovery Time (RTO)	72 Hours	72 Hours
Included Technical Points of Contact	1	2

Error Correction and Bug Fixes.

Customer must submit support requests for Errors through the designated web portal or by email to support@processmaker.zendesk.com. "Error(s)" means the failure of the SaaS Service to perform in substantial compliance with the documentation provided by Provider. Errors shall exclude any events caused by Customer's unauthorized modification of the Software or SaaS Services or improper operation by Customer. If Errors are found in the program logic of the SaaS Services, then Provider will use commercially reasonable efforts correct such Errors in accordance with the following:

Priority	**Classification**	**Fix Schedule** (see target Initial Response Times for Support requests in Table above):
1 Critical Business Impact	Production use of the SaaS Services is stopped or so severely impacted that Customer cannot reasonably continue work.	Begin work on the problem within (x) Service Window hours of receipt of notification of the Error from Customer, (y) hours of receipt of notification from Customer during non-Service Window hours, and engage staff until a workaround is achieved. In the event Provider cannot provide such workaround within 24 hours of receipt of a notification of the Error from Customer, Provider agrees to escalate the issue to the appropriate Provider executive for resolution. Provider shall use commercially reasonable efforts to resolve such Error within twenty-four (24) hours of its receipt of the notification of Error from Customer.
2 Significant Business Impact	Important features of the SaaS Services are unavailable with no acceptable workaround. Implementation or production use of the SaaS Services is continuing; however, there is serious impact on productivity and/or service levels.	Provider will begin work on the SaaS Services Error within (x) Service Window hours of notification of the Error from Customer during the Service Window hours and will engage development staff until a workaround is achieved. In the event Provider cannot provide such workaround within forty-eight (48) hours of its receipt of the notification of such Errors, Provider agrees to escalate the issue to the appropriate Provider executive for resolution. Provider shall use commercially reasonable efforts to resolve such Error forty-eight (48) hours of its receipt of the notification of Error from Customer.
3 Some Business Impact	Important features of the SaaS Services are unavailable but a workaround is available, or less significant SaaS Services features are unavailable with no	Provider will provide initial response regarding the requested information or documentation clarification within (x) days of receipt of the notification of the

	reasonable workaround. Customer's work, regardless of the environment or product usage has minor loss or operational functionality or implementation resources.	Error from Customer during normal Service Window hours, and will consider a workaround, if appropriate and/or SaaS Services enhancement for inclusion in a subsequent Update.
4 Minimal Business Impact	Customer requests information, an enhancement or clarification regarding the SaaS Services, but there is no impact on the operation of the SaaS Services. The implementation or production use of the SaaS Services is continuing and there is no work being impeded at the time.	Provider will provide clarification within (x) days of receipt of notification of the Error from Customer during the normal working hours and will consider enhancements to the SaaS Services for inclusion in a subsequent Update.

System Availability. The following definitions shall apply to this "System Availability" Section.

"Available" means that the SaaS Services are available for access and use by Customer over the internet.

"**Downtime**" means the number of minutes within a calendar month during which the SaaS Services are not Available for thirty (30) or more consecutive minutes as measured by Provider's standard monitoring tools, calculated beginning from the time Provider receives notice from Customer that the SaaS Services are not Available, but excluding any period that the SaaS Services are not Available due to Scheduled Downtime, Maintenance Outages, or Excluded Events (as each is defined below).

"**Excluded Event**" means any period in which the services are not Available or the inability of the Customer or its end users to access or use the SaaS Services due, in whole or in part, to: (a) any act or omission, delay, or breach of this Agreement by Customer or any end user; (b) Customer's or the end user's internet connectivity, (c) a Force Majeure Event; (d) any failure, interruption, outage, or other problem with the internet, any software, hardware, system, network, facility, or other matter not supplied by Provider pursuant to this Agreement, or due to a third party hosting provider (such as AWS); (e) any virus, malicious code, or denial of service attack; or (f) Provider's suspension or termination of the SaaS Services or Agreement as otherwise permitted by this Agreement (including for Customer's breach of the Agreement).

"Maintenance Outages" means (a) planned maintenance outages outside of the Scheduled Downtime where Provider provides Customer with notification via e-mail for such planned maintenance outage at least one (1) business day in advance; or (b) emergency maintenance outages that that are required to be performed as soon as reasonably possible (including to prevent degradation or to remediate security vulnerabilities) where circumstances may require that advanced notice is not practicable.

Scheduled Available Time" means twenty-four (24) hours a day, seven (7) days a week.

"Scheduled Downtime" means a weekly window on Saturday night starting at 5 pm until 8 am Sunday morning GMT-5 which is the time period identified by Provider in which it intends to perform any planned upgrades and/or maintenance on the Service or related systems.

"**Uptime Percentage**" means (the total number of minutes of Scheduled Available Time for a calendar month *minus* the number of minutes of Downtime suffered in such calendar month), *divided by* the total number of minutes of Scheduled Available Time for such calendar month, *multiplied by* 100.

Subject to the terms and conditions of this Agreement, Provider will use commercially reasonable efforts to make the SaaS Services Available when hosted in SaaS public or private cloud by Provider, with an Uptime Percentage of 99.5% per calendar month, commencing at the time the SaaS Services are fully

implemented for Customer (the "**Availability Threshold**"). The Availability Threshold shall be prorated for any partial months in which Customer receives SaaS Services.

In the event that Provider fails to meet the Availability Threshold in a calendar month, Customer may request a service credit from Provider in the amount of the applicable Service Credit that corresponds with the actual Uptime Percentage for such calendar month, as set forth in the table below (a "**Service Credit**"). Customer must request the Service Credit within fifteen (15) days following the end of the calendar month in which the Downtime occurred. Upon a proper request for a Service Credit that meets the foregoing requirements, ProcessMaker will credit to Customer the applicable Service Credit against future fees, provided that in no event with the Service Credits accrued in a twelve-month period exceed thirty percent (30%) of total fees for that twelve (12) month period. THE SERVICE CREDITS SETS FORTH PROVIDER'S SOLE AND EXCLUSIVE LIABILITY, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, FOR ANY UNAVAILABILITY OR DOWNTIME OF THE SAAS SERVICES.

Uptime Percentage	**Service Credit (Percentage of Monthly Fees)**
Equal to or greater than 99%	No Service Credit
95% to 99%	2%
90% to 94.99%	5%
85% to 89.99%	10%
84.99% or below	15%

Training & Documentation: Customer will have access to educational resources through the following channels:

> **ProcessMaker University** Self-paced courses, on demand training and additional education materials are provided through Provider's dedicated training site: https://university.processmaker.com/
> Note: Access to ProcessMaker University may be limited to the number of permitted users specified in the Order.
>
> **Knowledge Center** Thorough documentation on the SaaS Services functionality as well notes for each release are provided via Provider's Knowledge Center: https://docs.processmaker.com/

Status Page: The current status of shared cloud servers, along with notifications for upcoming maintenance periods are provided through the site https://status.processmaker.com/. Notifications of updates and changes are provided to subscribers of this status page.

Authorized Support Contacts: Designated Customer contacts who are authorized to submit support requests to Provider Support and to work directly with Provider personnel.

Google Cloud Master Agreement – Public Sector (Partner)

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms ("General Terms"), and all Services Schedules that are incorporated by reference into the Google Cloud Master Agreement (collectively, the "Agreement").

Google Cloud Master Agreement General Terms

1. Services. After the Customer and Reseller and/or Distributor complete and execute an Order Form incorporating this Agreement, Google will provide the Services specified in the Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the Services Schedule.

2. Customer Obligations.

2.1. Consents. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

2.2. Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.

2.3. Use Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google's Reseller or Distributor.

3. RESERVED

4. Intellectual Property.

4.1. Intellectual Property Rights. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

4.2. Feedback. At its option, Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5. Confidentiality.

5.1. Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing

Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) subject to Section 5.2 (Legal Process), as strictly necessary to comply with Legal Process.

5.2. Legal Process. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will: (a) promptly notify the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request it from the Disclosing Party directly; (c) comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information; and (d) use commercially reasonable efforts to object to, or limit or modify, any Legal Process that the Recipient reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful. To facilitate the request in (b), the Recipient may provide the Disclosing Party's basic contact information to the third party. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.

6. Marketing and Publicity. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. RESERVED.

8. Disclaimer. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.

9. Indemnification.

9.1. Google Indemnification Obligations. Google will defend Customer and its Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe the third party's Intellectual Property Rights.

9.2. Customer Indemnification Obligations. Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.

9.3. Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

9.4. Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:

(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Agreement, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services. For Federal Customers, if Google does not believe the remedies in Section 9.5(a) are commercially reasonable, the parties recognize that the provisions of 28 U.S.C.§ 1498 will apply to the resolution of any patent or copyright claim made by the patent or copyright owner.

9.6 Sole Rights and Obligations. Without affecting either party's termination or Suspension rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any
(i) indirect, consequential, special, incidental, or punitive damages or
(ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.

10.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:

(a) death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;

(b) its fraud or fraudulent misrepresentation;
(c) its obligations under Section 9 (Indemnification);
(d) its infringement of the other party's Intellectual Property Rights;
(e) its payment obligations under the Agreement; or
(f) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

11.1 Agreement Term. The Agreement, unless it expires or terminates according to the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement (the "Term").

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Reseller or Distributor.

11.3 RESERVED.

11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11 (Term and Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Miscellaneous.

12.1 Notices. Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

12.3 RESERVED.

12.4 RESERVED.

12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

12.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

12.12 RESERVED.

12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by Customer and Reseller.

12.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.15 URL Terms. The URL Terms are incorporated by reference into the Agreement.

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order (of decreasing precedence): the Data Processing Addendum, the applicable Services Schedule, the General Terms, and the other URL Terms.

12.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.18 RESERVED.

12.19 RESERVED.

12.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

12.21 Federal Customers. The Services were developed solely at private expense and are "commercial services," "commercial items," "commercial computer software," and "commercial computer software documentation," as those terms are defined within Section 2.101 of the Federal Acquisition Regulation ("FAR") and any applicable agency supplements to the FAR.

13. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule (if applicable).

"BAA" or "Business Associate Agreement" is an amendment to the Customer's Reseller Agreement or Distributor Agreement, or an executed HIPAA BAA with Google (if approved) covering the handling of Protected Health Information (as defined in HIPAA).

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Confidential Information" means information that one party or its Affiliate ("Disclosing Party") discloses to the other party ("Recipient") under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information does not include information that is independently developed by the Recipient, is shared with the Recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the Recipient.

"Control" means control of greater than 50% of the voting rights or equity interests of a party.

"Covered Affiliate" has the meaning described in the Services Schedule (if applicable).

"Customer" means the party executing an Order Form with a Reseller for Google Services as described in the Agreement.

"Customer Application" has the meaning described in the Services Schedule (if applicable).

"Customer Data" has the meaning described in the Services Schedule (if applicable).

"Customer Indemnified Materials" has the meaning described in the applicable Services Schedule.

"Delegates" means the Recipient's employees, Affiliates, agents, or professional advisors.

"Distributor" means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

"Distributor Agreement" means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

"Effective Date" means the date of the last party's signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

"End User" or "Customer End User" has the meaning described in the Services Schedule (if applicable).

"Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"Fees" means the product of the amount of Services or Software used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer's Reseller Agreement or Distributor Agreement.

"Google" means Google LLC and its Affiliates, including Google Public Sector LLC.

"Google Indemnified Materials" has the meaning described in the applicable Services Schedule.

"High Risk Activities" means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

"including" means including but not limited to.

"Indemnified Liabilities" means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

"Intellectual Property" or "IP" means anything protectable by an Intellectual Property Right.

"Intellectual Property Right(s)" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Notification Email Address" has the meaning described in the applicable Services Schedule.

"Order Form" has the meaning described in the applicable Services Schedule.

"Order Term" means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

"Prices" has the meaning described in the applicable Reseller Agreement or Distributor Agreement.

"Reseller Agreement" means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of This Agreement.

"Reseller" means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services to Customer.

"Service Level Agreement" or "SLA" has the meaning described in the Services Schedule (if applicable).

"Services" has the meaning described in the applicable Services Schedule.

"Services Schedule(s)" means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

"Services Start Date" means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

"Software" has the meaning described in the Services Schedule (if applicable).

"Suspend" or "Suspension" means disabling or limiting access to or use of the Services or components of the Services.

"Taxes" means all government-imposed taxes, except for taxes based on Google's net income, net worth, asset value, property value, or employment.

"Third-Party Legal Proceeding" means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

"Trademark Guidelines" means Google's Brand Terms and Conditions described at https://www.google.com/permissions/trademark/brand-terms.html.

"URL" means a uniform resource locator address to a site on the internet.

"URL Terms" has the meaning described in the Services Schedule (if applicable).

"Use Restrictions" means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled "Additional Use Restrictions" in the applicable Services Schedule.

Google Cloud Master Agreement
SecOps Services Schedule

This SecOps Services Schedule (the "Services Schedule") supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies solely to the services and software described in this Services Schedule and is effective for the Term of the Agreement. Terms defined in the General Terms apply to this Services Schedule.

1. Using the Services.

1.1 Account. Google (or Reseller or Distributor) will provide Customer with the Account through which Customer may access the Services. Customer is responsible for (a) maintaining the confidentiality and security of the Account and associated passwords, including any keys for Google APIs, if any, and (b) any use of the Account.

1.2 Ceasing Services Use. Customer may stop using the Services at any time.

1.3 Customer Applications. Customer may enable End Users to access its Customer Applications.

1.4 Additional Use Restrictions. Customer will not use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from the Services.

2. Data Processing and Security. Google will only access, use, and otherwise process Customer Data in accordance with the Data Processing Addendum and will not access, use, or process Customer Data for any other purpose. Google has implemented and will maintain technical, organizational, and physical safeguards to protect Customer Data, as further described in the Data Processing Addendum.

3. RESERVED

4. Updates to Services and Terms.

4.1 Changes to Services.

(a) Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.

(b) Discontinuance. Notwithstanding Section 4.1(a) (Limitations on Changes), Google may discontinue a Service (or associated material functionality) provided that Google will notify Customer at least 12 months before discontinuing such Service (or associated material functionality), unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.

(c) Support. Google will continue to provide product and security updates, and Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).

(d) Backwards Incompatible Changes. Notwithstanding Section 4.1(a) (Limitations on Changes), Google may significantly modify a Customer-facing Google API in a backwards-incompatible manner, provided that Google will notify Customer at least 12 months before doing so.

4.2 Changes to Terms. Google may update the URL Terms, provided the updates do not (a) result in a material reduction of the security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing Addendum, or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material changes to the URL Terms and such changes will be effective upon notice.

4.3 Permitted Changes. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services, offerings, or functionality. Notwithstanding Section 4.2 (Changes to Terms), material changes to the URL Terms made to comply with applicable law or to address a material security risk will be effective immediately.

5. Temporary Suspension.

5.1 Services Suspension. Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer's or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google.

5.2 Limitations on Services Suspensions. If Google Suspends Services under Section 5.1 (Services Suspension), then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

6. Technical Support. Google will provide Technical Support Services to Customer during the Order Term in accordance with the Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications and Projects.

7. Copyright. Google responds to notices of alleged copyright infringement and terminates the Accounts of repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act.

8. Software. Google may make Software available to Customer, including third-party software. Customer's use of any Software is subject to the applicable provisions in the SecOps Service Specific Terms.

9. Survival. The following Sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 11 (Additional Definitions).

10. Termination of Previous Agreements. If Google, including its Affiliates, and Customer have previously entered into an agreement for the Services, then the parties agree that this Agreement will govern the provision and use of the Services going forward.

11. Additional Definitions.

"Account" means the account that Google (or Reseller or Distributor) assigns to Customer to access the Services.

"AUP" means the then-current acceptable use policy for the Services, at https://cloud.google.com/terms/aup.

"Covered Affiliate" means a Customer Affiliate that uses the Services under the Agreement.

"Customer Application" means a software program that Customer creates, integrates, or hosts with the Services.

"Customer Data" means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.

"Customer Indemnified Materials" means Customer Data, Customer Brand Features, Customer Applications, and Projects.

"Data Processing Addendum" or "Data Processing Terms" means the then-current terms describing data processing and security obligations with respect to Customer Data, at https://cloud.google.com/terms/secops/data-processing-terms.

"End User" or "Customer End User" means an individual that Customer permits to use the Services (or Customer Application(s), if applicable). For clarity, End Users may include employees of Customer Affiliates and other authorized third parties.

"Google API" means any application programming interface provided by Google as part of the Services.

"Google Indemnified Materials" means the Services and Google's Brand Features.

"Notification Email Address" means the notification email address provided to Google by the Distributor or Reseller. Notwithstanding Section 12.16 of the General Terms, this definition shall prevail over any conflicting definition of "Notification Email Address" in the Data Processing Addendum.

"Order Form" means an order form, statement of work, or other ordering document issued by Google, Reseller or Distributor and executed by Customer and issuer specifying the Services Google will provide to Customer under this Services Schedule.

"Prices" means the prices for the Services, Software, and Technical Support Services as described in an Order Form or the applicable Reseller Agreement or Distributor Agreement.

"Project" means an instance of the Services configured and used by Customer.

"SecOps Service Specific Terms" means the then-current terms specific to one or more Services or Software, at https://cloud.google.com/terms/secops/service-terms.

"Services" means the then-current services described at https://cloud.google.com/terms/secops/services, excluding any Third-Party Offerings.

"SLA" means the then-current service level agreements at https://cloud.google.com/terms/secops/sla.

"Software" means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, and any updates Google may make to such Software from time to time, excluding any Third-Party Offerings.

"Technical Support Services" or "TSS" means the then-current technical support services provided by Google to Customer under the Technical Support Services Guidelines.

"Technical Support Services Guidelines" or "TSS Guidelines" means the then-current Google support service guidelines, at https://cloud.google.com/terms/tssg.

"Third-Party Offerings" means (a) third-party services, software, products, and other offerings that are not incorporated into the Services or Software, and (b) third-party operating systems.

"URL Terms" means the AUP, Data Processing Addendum, SecOps Service Specific Terms, SLAs, and Technical Support Services Guidelines. The URL Terms for SecOps Services are all available at https://g.co/cloud/secops-directory-terms.

Google Cloud Master Agreement – Public Sector (Partner)

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms ("General Terms"), and all Services Schedules that are incorporated by reference into the Google Cloud Master Agreement (collectively, the "Agreement").

Google Cloud Master Agreement General Terms

1. Services. After the Customer and Reseller and/or Distributor complete and execute an Order Form incorporating this Agreement, Google will provide the Services specified in the Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the Services Schedule.

2. Customer Obligations.

2.1. Consents. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

2.2. Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.

2.3. Use Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google's Reseller or Distributor.

3. RESERVED

4. Intellectual Property.

4.1. Intellectual Property Rights. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

4.2. Feedback. At its option, Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5. Confidentiality.

5.1. Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing

Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) subject to Section 5.2 (Legal Process), as strictly necessary to comply with Legal Process.

5.2. Legal Process. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will: (a) promptly notify the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request it from the Disclosing Party directly; (c) comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information; and (d) use commercially reasonable efforts to object to, or limit or modify, any Legal Process that the Recipient reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful. To facilitate the request in (b), the Recipient may provide the Disclosing Party's basic contact information to the third party. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.

6. Marketing and Publicity. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. RESERVED.

8. Disclaimer. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.

9. Indemnification.

9.1. Google Indemnification Obligations. Google will defend Customer and its Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe the third party's Intellectual Property Rights.

9.2. Customer Indemnification Obligations. Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.

9.3. Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

9.4. Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:

(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Agreement, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services. For Federal Customers, if Google does not believe the remedies in Section 9.5(a) are commercially reasonable, the parties recognize that the provisions of 28 U.S.C.§ 1498 will apply to the resolution of any patent or copyright claim made by the patent or copyright owner.

9.6 Sole Rights and Obligations. Without affecting either party's termination or Suspension rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any
(i) indirect, consequential, special, incidental, or punitive damages or
(ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.

10.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:

(a) death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;

(b) its fraud or fraudulent misrepresentation;
(c) its obligations under Section 9 (Indemnification);
(d) its infringement of the other party's Intellectual Property Rights;
(e) its payment obligations under the Agreement; or
(f) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

11.1 Agreement Term. The Agreement, unless it expires or terminates according to the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement (the "Term").

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Reseller or Distributor.

11.3 RESERVED.

11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11 (Term and Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Miscellaneous.

12.1 Notices. Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

12.3 RESERVED.

12.4 RESERVED.

12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

12.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

12.12 RESERVED.

12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by Customer and Reseller.

12.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.15 URL Terms. The URL Terms are incorporated by reference into the Agreement.

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order (of decreasing precedence): the Data Processing Addendum, the applicable Services Schedule, the General Terms, and the other URL Terms.

12.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.18 RESERVED.

12.19 RESERVED.

12.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

12.21 Federal Customers. The Services were developed solely at private expense and are "commercial services," "commercial items," "commercial computer software," and "commercial computer software documentation," as those terms are defined within Section 2.101 of the Federal Acquisition Regulation ("FAR") and any applicable agency supplements to the FAR.

13. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule (if applicable).

"BAA" or "Business Associate Agreement" is an amendment to the Customer's Reseller Agreement or Distributor Agreement, or an executed HIPAA BAA with Google (if approved) covering the handling of Protected Health Information (as defined in HIPAA).

"Brand Features" means each party's trade names, trademarks, logos, domain names, and other distinctive brand features.

"Confidential Information" means information that one party or its Affiliate ("Disclosing Party") discloses to the other party ("Recipient") under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer's Confidential Information. Confidential Information does not include information that is independently developed by the Recipient, is shared with the Recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the Recipient.

"Control" means control of greater than 50% of the voting rights or equity interests of a party.

"Covered Affiliate" has the meaning described in the Services Schedule (if applicable).

"Customer" means the party executing an Order Form with a Reseller for Google Services as described in the Agreement.

"Customer Application" has the meaning described in the Services Schedule (if applicable).

"Customer Data" has the meaning described in the Services Schedule (if applicable).

"Customer Indemnified Materials" has the meaning described in the applicable Services Schedule.

"Delegates" means the Recipient's employees, Affiliates, agents, or professional advisors.

"Distributor" means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

"Distributor Agreement" means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

"Effective Date" means the date of the last party's signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

"End User" or "Customer End User" has the meaning described in the Services Schedule (if applicable).

"Export Control Laws" means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"Fees" means the product of the amount of Services or Software used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer's Reseller Agreement or Distributor Agreement.

"Google" means Google LLC and its Affiliates, including Google Public Sector LLC.

"Google Indemnified Materials" has the meaning described in the applicable Services Schedule.

"High Risk Activities" means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

"including" means including but not limited to.

"Indemnified Liabilities" means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

"Intellectual Property" or "IP" means anything protectable by an Intellectual Property Right.

"Intellectual Property Right(s)" means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

"Legal Process" means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

"Liability" means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

"Notification Email Address" has the meaning described in the applicable Services Schedule.

"Order Form" has the meaning described in the applicable Services Schedule.

"Order Term" means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

"Prices" has the meaning described in the applicable Reseller Agreement or Distributor Agreement.

"Reseller Agreement" means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of This Agreement.

"Reseller" means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services to Customer.

"Service Level Agreement" or "SLA" has the meaning described in the Services Schedule (if applicable).

"Services" has the meaning described in the applicable Services Schedule.

"Services Schedule(s)" means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

"Services Start Date" means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

"Software" has the meaning described in the Services Schedule (if applicable).

"Suspend" or "Suspension" means disabling or limiting access to or use of the Services or components of the Services.

"Taxes" means all government-imposed taxes, except for taxes based on Google's net income, net worth, asset value, property value, or employment.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions described at https://www.google.com/permissions/trademark/brand-terms.html.

“URL” means a uniform resource locator address to a site on the internet.

“URL Terms” has the meaning described in the Services Schedule (if applicable).

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Google Cloud Master Agreement - U.S. Public Sector Partner
Looker Services Schedule

This Looker Services Schedule (the "Services Schedule") supplements and is incorporated by reference into the Google Cloud Master Agreement between the same parties to this Services Schedule. This Services Schedule applies solely to the services and software described in this Services Schedule and is effective for the Term of the Agreement. Terms defined in the General Terms apply to this Services Schedule.

1. Using the Services.

1.1. Use by Customer. Google (or Reseller or Distributor) will provide the Services to Customer by (a) providing access to an Instance for the Looker Hosted Deployment or (b) providing a license key for the Customer Hosted Deployment. Customer may only use the Services with databases and servers licensed and/or owned by Customer. Customer may configure the Services for Internal Business Purposes and External Business Purposes only to the extent authorized in the Order Form.

1.2. Use by Affiliates. Customer Affiliates may (i) access and use the Services as End Users, subject to the terms of Customer's Order Form so long as Customer remains responsible for the Affiliates' compliance with the Agreement and the applicable Order Form, or (ii) execute a separate Order Form that incorporates this Services Schedule by reference.

1.3. External Business Purposes. If the Order Form includes PBL and the PBL Client is bound to a written agreement with Customer that is at least as protective of Google as the rights and obligations contained in this Agreement, then Customer may make the Services available for use by PBL Users, including by embedding the Services into a Customer Application. Customer may not accept, and acknowledges that Google will not be bound by, any terms or conditions with the PBL Client that modify add to or change in any way the Agreement or Order Form.

1.4. Customer Responsibilities. Customer will be solely responsible, and Google disclaims responsibility for any acquisition, implementation, support or maintenance of third-party products or services purchased by Customer that may interoperate with the Services.

1.5. Additional Use Restrictions. Customer will not, and will not allow End Users to: (a) remove any copyright notices, trademarks or other proprietary notices or restrictions from the Services; (b) provide the Services on a time sharing, hosting, service provider or other similar basis, except as part of a Customer Application for External Business Purposes; (c) provide or obtain unauthorized access to the Services, including by sharing the log-on credentials for any End User with others; (d) circumvent any technical measures in the Software or Services; (e) conduct benchmarking tests or other comparative analysis of the Services for publication or disclosure to third parties or (f) disrupt the security, integrity or performance of the Services in any way.

1.6. Beta Features. Google may make Beta Features available to End Users subject to the provisions in the Looker Service Specific Terms.

2. Data Processing and Security. To the extent Customer provides Google with access to Customer Data under this Services Schedule, the following will apply:

2.1. Protection of Customer Data. Google will only access or use Customer Data to provide the Services and TSS ordered by Customer to Customer and will not use it for any other Google products, services, or advertising. Google has implemented and will maintain administrative, physical, and technical safeguards designed to protect the confidentiality, security, integrity, availability, and privacy of Customer Data stored in the Instance, as further described in the Data Processing Addendum. Notwithstanding any other provision of the Agreement, this Services Schedule or any other agreement related to the Services, Google will not be responsible for any breach or loss to the extent resulting from Customer's security configuration or Customer's administration of the Services.

2.2. Data Processing Addendums. The Data Processing Addendum is incorporated by reference into this Services Schedule.

3. Additional Payment Terms.

3.1. Usage and Invoicing. Customer will pay all Fees for the Services and TSS. Unless otherwise provided in the Agreement, the applicable Order Form or required by law, Fees for Services are non-refundable. Google's measurement tools will be used to determine Customer's usage of the Services. Each invoice, which shall be generated by Reseller or Distributor, will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees. If Customer exceeds the number of End Users, Scope of Use, or Deployment Attributes, Customer or the applicable Reseller or Distributor will, upon becoming aware, promptly notify the other party and the parties agree to discuss in good faith the additional Fees due by Customer for such over-deployment. The agreed upon additional Fees associated with the over-deployment will be memorialized in a new Order Form.

3.2. Additional Usage. Customer may purchase additional Deployment Attributes (including adding End Users) during an Order Term by executing an additional Order Form. Such purchase will have a pro-rated term ending on the last day of the applicable Order Term. Deployment Attributes cannot be decreased during the Order Term.

3.3. [RESERVED]

3.4. Services Use Review. Within 30 days of Google's reasonable written request, Customer will provide a sufficiently detailed written usage report listing the Deployment Attributes being used for each Scope of Use, the number and type of End Users using the Services during the requested period, and the Instance(s) deployed, along with the related license key(s). To the extent the usage reports can be measured by a ping from Google's license server, the ping will serve as the report. If there is a PBL deployment, Customer will provide a complete list of the software and applications where the Software and Services are deployed. If requested, Customer will provide reasonable assistance and access to information to verify the accuracy of any information provided to Google, which verification may include access to records relating to Customer's use of the Services. If the review indicates an underpayment, Customer agrees to negotiate in good faith a new or replacement Order Form that will cover the additional usage.

4. Updates to Services and Terms.

4.1. Changes to Services.

(a) Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.

(b) Discontinuance. Google will notify Customer at least 12 months before discontinuing any Service (or associated material functionality), unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.

(c) Support. Google will continue to provide product and security updates, and TSS, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).

4.2. Changes to Terms. Google may update the URL Terms, provided the updates do not (a) result in a material reduction of the security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing Addendum(if applicable), or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

4.3. Permitted Changes. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to Beta Features or new or pre-general availability Services, offerings, or functionality.

5. Temporary Suspension.

5.1. Services Suspension. Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google.

5.2. Limitations on Services Suspensions. If Google Suspends Services under Section 5.1 (Services Suspension), then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

6. Technical Support. Unless otherwise agreed in an Order Form, Google will provide Looker Technical Support Services to Customer during the Order Term in accordance with the Looker Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications, including PBL Users using the Services for External Business Purposes.

7. Provision of Software. Google may make Software available to Customer in connection with Customer's use of the Services, including third-party software. Some Software may be subject to third-party license terms, which can be found at: https://looker.com/terms/notices-and-acknowledgements.

8. Ceasing Software Use. If the Agreement, this Services Schedule or the Order Form for the Services terminates or expires, then Customer will stop using the Software.

9. [RESERVED]

10. Professional Services. If Customer purchases PSO Services, such PSO Services will be provided in accordance with a separate agreement and not under this Services Schedule.

11. Survival. The following section of this Services Schedule will survive expiration or termination of this Services Schedule: 3 (Additional Payment Terms) and Section 13 (Additional Definitions).

12. Termination of Previous Agreements. If Customer has previously entered into an agreement for the Software or Services, then that agreement will terminate on the Services Start Date, and this Agreement, including the Order Form referencing this Services Schedule, will govern the provision and use of the Services going forward.

13. Additional Definitions.

"AUP" means the then-current acceptable use policy for the Services described at https://cloud.google.com/terms/aup

"Beta Features" has the meaning set forth in the Looker Service Specific Terms.

"Covered Affiliate" means Customer's Affiliate using the Services (i) via an Order Form that is subject to the terms of this Services Schedule, and (ii) in compliance with the Agreement and the applicable Order Form.

"Customer Application" means a software program that Customer creates or hosts and that uses the Services. A Customer Application may be a website.

"Customer Data" means (a) all data in Customer's databases provided to Google by Customer or End Users via the Services and (b) all results provided to Customer or End Users for queries executed against such data via the Services.

“Customer Hosted Deployment” means the Software installed by or for Customer at Customer’s premises or on a Customer-controlled server within a data center selected and managed by Customer. A Customer Hosted Deployment includes the In-Product Services.

“Customer Indemnified Materials” means Customer Data and Customer Brand Features.

“Data Processing Addendum” or “DPA” means the then-current terms describing data processing and security obligations with respect to Customer Data described at https://looker.com/trust-center/legal/customers/dpst.

"Deployment Attributes" means the quantified usage of the Services as specified on an Order Form, which include, but are not limited to the number of Instances, End Users, API calls or other licensing attributes defined by the Scope of Use.

“Documentation” means the user guides and manuals for the Services provided by Google for all Customer’s own internal use.

"End User" or "Customer End User" means an individual that Customer permits to use the Services. End Users may include employees of Customer's Affiliates or PBL Users.

“External Business Purposes", “PBL” or “Powered by Looker” means use of the Services by or for the benefit of Customer’s customers or clients, and their users or other third parties.

“Google Indemnified Materials” means the Services, Software and Google’s Brand Features.

“In-Product Services” means the services hosted and made accessible by Google through the Software, specifically licensing data, configuration backups, system error reports, data actions and support tickets.

“Instance” means one single configuration of the Software's administrative settings and application database, subject to the platform restrictions detailed in the Order Form. Each Instance requires a unique license key to operate. Multiple identically configured Instances running with separate configurations are considered separate instances.

“Internal Business Purposes” means use of the Services by or for the benefit of Customer’s internal operations.

“Looker Hosted Deployment” means the Software installed by Google on a web connected platform that is run in a hosting facility designated by Google, unless otherwise agreed by the parties in an Order Form. A Looker Hosted Deployment includes the In-Product Services.

"Looker Service Specific Terms" means the then-current terms specific to the Services stated at https://looker.com/trust-center/legal/customers/service-terms

“Looker Technical Support Services” or “TSS” means the then-current technical support service provided by Google to Customer under the Looker Technical Support Services Guidelines.

“Looker Technical Support Services Guidelines” or “TSS Guidelines” means the then-current technical support service provided by Google to Customer described at https://looker.com/trust-center/legal/customers/support-lss.

“Notification Email Address” means the email address(es) designated by Customer in the Order Form.

"Order Form" means an order form issued by Google, Reseller or Distributor and executed by Customer and issuer specifying the Services Google will provide under this Services Schedule.

"PBL Client" means (i) the PBL User or (ii) Customer's client that authorizes use of the Services by PBL Users.

"PBL User" is an individual authorized to use the Services for External Business Purposes as an End User subject to the terms of the applicable Order Form.

"Prices" means the prices agreed to by Customer and Reseller or Distributor in the applicable Reseller Agreement or Distributor Agreement.

"PSO Services" means advisory and consulting services purchased by Customer from Reseller or Distributor.

"Scope of Use" means Customer's specific use case for the Services as defined in an Order Form, which may include limitations on Customer's use for Internal Business Purposes and/or External Business Purposes.

"Services" means integrated platform, including cloud-based infrastructure (if applicable), and software components (including any associated APIs) that enables businesses to analyze data and define business metrics across multiple data sources. Services exclude Third Party Offerings.

"SLA" means the then-current service level agreements applicable to the Looker Hosted Deployment only, described at https://looker.com/trust-center/legal/sla-lss.

"Software" means any downloadable tools, including the licensed data platform provided under the Services Schedule, and any other computer software provided by Google for use in connection with the Services, and any copies, modifications, derivative works or enhancements thereto, excluding any Third-Party Offerings.

"Third-Party Offerings" means (a) third-party services, software, products, and other offerings that are not incorporated into the Services or Software and (b) offerings identified in the "Third-Party Offerings" section of the Looker Service Specific Terms.

"URL Terms" means the AUP, Data Processing Addendum, Looker Technical Support Services Guidelines, and the SLAs.

Google Cloud Master Agreement – Public Sector (Partner)

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms ("General Terms"), and all Services Schedules that are incorporated by reference into the Google Cloud Master Agreement (collectively, the "Agreement").

Google Cloud Master Agreement General Terms

1. Services. After the Customer and Reseller and/or Distributor complete and execute an Order Form incorporating this Agreement, Google will provide the Services specified in the Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the Services Schedule.

2. Customer Obligations.

2.1. Consents. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

2.2. Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.

2.3. Use Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google's Reseller or Distributor.

3. RESERVED

4. Intellectual Property.

4.1. Intellectual Property Rights. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

4.2. Feedback. At its option, Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5. Confidentiality.

5.1. Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing

Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) subject to Section 5.2 (Legal Process), as strictly necessary to comply with Legal Process.

5.2. Legal Process. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will: (a) promptly notify the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request it from the Disclosing Party directly; (c) comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information; and (d) use commercially reasonable efforts to object to, or limit or modify, any Legal Process that the Recipient reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful. To facilitate the request in (b), the Recipient may provide the Disclosing Party's basic contact information to the third party. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.

6. Marketing and Publicity. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. RESERVED.

8. Disclaimer. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.

9. Indemnification.

9.1. Google Indemnification Obligations. Google will defend Customer and its Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe the third party's Intellectual Property Rights.

9.2. Customer Indemnification Obligations. Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.

9.3. Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

9.4. Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:

(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Agreement, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services. For Federal Customers, if Google does not believe the remedies in Section 9.5(a) are commercially reasonable, the parties recognize that the provisions of 28 U.S.C.§ 1498 will apply to the resolution of any patent or copyright claim made by the patent or copyright owner.

9.6 Sole Rights and Obligations. Without affecting either party's termination or Suspension rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any
(i) indirect, consequential, special, incidental, or punitive damages or
(ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.

10.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:

(a) death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;

(b) its fraud or fraudulent misrepresentation;
(c) its obligations under Section 9 (Indemnification);
(d) its infringement of the other party's Intellectual Property Rights;
(e) its payment obligations under the Agreement; or
(f) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

11.1 Agreement Term. The Agreement, unless it expires or terminates according to the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement (the "Term").

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Reseller or Distributor.

11.3 RESERVED.

11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11 (Term and Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Miscellaneous.

12.1 Notices. Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

12.3 RESERVED.

12.4 RESERVED.

12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

12.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

12.12 RESERVED.

12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by Customer and Reseller.

12.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.15 URL Terms. The URL Terms are incorporated by reference into the Agreement.

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order (of decreasing precedence): the Data Processing Addendum, the applicable Services Schedule, the General Terms, and the other URL Terms.

12.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.18 RESERVED.

12.19 RESERVED.

12.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

12.21 Federal Customers. The Services were developed solely at private expense and are "commercial services," "commercial items," "commercial computer software," and "commercial computer software documentation," as those terms are defined within Section 2.101 of the Federal Acquisition Regulation ("FAR") and any applicable agency supplements to the FAR.

13. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule (if applicable).

"BAA" or "Business Associate Agreement" is an amendment to the Customer's Reseller Agreement or Distributor Agreement, or an executed HIPAA BAA with Google (if approved) covering the handling of Protected Health Information (as defined in HIPAA).

“Brand Features” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.

“Confidential Information” means information that one party or its Affiliate (“Disclosing Party”) discloses to the other party (“Recipient”) under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential Information. Confidential Information does not include information that is independently developed by the Recipient, is shared with the Recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the Recipient.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

“Covered Affiliate” has the meaning described in the Services Schedule (if applicable).

“Customer” means the party executing an Order Form with a Reseller for Google Services as described in the Agreement.

“Customer Application” has the meaning described in the Services Schedule (if applicable).

“Customer Data” has the meaning described in the Services Schedule (if applicable).

“Customer Indemnified Materials” has the meaning described in the applicable Services Schedule.

“Delegates” means the Recipient’s employees, Affiliates, agents, or professional advisors.

“Distributor” means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

“Distributor Agreement” means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

“Effective Date” means the date of the last party’s signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

“End User” or “Customer End User” has the meaning described in the Services Schedule (if applicable).

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Fees” means the product of the amount of Services or Software used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer’s Reseller Agreement or Distributor Agreement.

“Google” means Google LLC and its Affiliates, including Google Public Sector LLC.

“Google Indemnified Materials” has the meaning described in the applicable Services Schedule.

“High Risk Activities” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

“including” means including but not limited to.

“Indemnified Liabilities” means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Right(s)” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” has the meaning described in the applicable Services Schedule.

“Order Form” has the meaning described in the applicable Services Schedule.

“Order Term” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

“Prices” has the meaning described in the applicable Reseller Agreement or Distributor Agreement.

“Reseller Agreement” means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of This Agreement.

“Reseller” means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services to Customer.

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule (if applicable).

“Services” has the meaning described in the applicable Services Schedule.

“Services Schedule(s)” means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

“Services Start Date” means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

“Software” has the meaning described in the Services Schedule (if applicable).

“Suspend” or “Suspension” means disabling or limiting access to or use of the Services or components of the Services.

“Taxes” means all government-imposed taxes, except for taxes based on Google’s net income, net worth, asset value, property value, or employment.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions described at https://www.google.com/permissions/trademark/brand-terms.html.

“URL” means a uniform resource locator address to a site on the internet.

“URL Terms” has the meaning described in the Services Schedule (if applicable).

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Google Cloud Master Agreement
Google Cloud Platform Services Schedule

This Google Cloud Platform Services Schedule (the "Services Schedule") supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies solely to the services and software described in this Services Schedule and is effective for the Term of the Agreement. Terms defined in the General Terms apply to this Services Schedule.

1. Using the Services.

1.1 Admin Console. Google (or Reseller or Distributor) will provide Customer an Account to access the Admin Console through which Customer may manage its use of the Services. Customer is responsible for (a) maintaining the confidentiality and security of the Account and associated passwords and (b) any use of the Account.

1.2 Ceasing Services Use. Customer may stop using the Services at any time.

1.3 Customer Applications. Customer may enable End Users to access its Customer Applications.

1.4 Additional Use Restrictions. Unless otherwise permitted in the GCP Service Specific Terms, Customer will not (a) use, and will not allow End Users to use, the Services to operate or enable any telecommunications service, or to place or receive calls from any public switched telephone network, including as part of a Customer Application; or (b) use the Services to provide a hosting, outsourced, or managed services solution to unaffiliated third parties, except as part of a Customer Application that provides value distinct from the Services.

2. Data Processing and Security.

2.1 Protection of Customer Data. Google will only access or use Customer Data to provide the Services and TSS ordered by Customer and will not use it for any other Google products, services, or advertising. Google has implemented and will maintain administrative, physical, and technical safeguards to protect Customer Data, as further described in the Data Processing Addendum.

2.2 Data Processing Addendum. The Data Processing Addendum is incorporated by reference into this Services Schedule.

3. Additional Payment Terms.

3.1 Usage and Invoicing. Customer will pay all Fees for the Services and GCP Technical Support Services. Google's measurement tools will be used to determine Customer's usage of the Services. Each invoice, which may be generated by Reseller or Distributor, will include data in sufficient detail to allow Customer to validate the Services purchased and associated Fees.

3.2 RESERVED.

3.3 RESERVED.

4. Updates to Services and Terms.

4.1 Changes to Services.

(a) Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the functionality, performance, availability, or security of the Services.

(b) Discontinuance. Google will notify Customer at least 12 months before discontinuing any Service

(or associated material functionality), and at least 36 months for any Key Service (or associated material functionality), in each case unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.

(c) Support. Google will continue to provide product and security updates, and GCP Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).

(d) Backwards Incompatible Changes. Google will notify Customer at least 12 months before significantly modifying a Customer-facing Google API in a backwards-incompatible manner.

4.2 Changes to Terms. Google may update the URL Terms, provided the updates do not (a) result in a material reduction of the security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing Addendum, or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

4.3 Permitted Changes. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services, offerings, or functionality.

5. Temporary Suspension.

5.1 Services Suspension. Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google.

5.2 Limitations on Services Suspensions. If Google Suspends Services under Section 5.1 (Services Suspension), then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

6. Technical Support. Google will provide GCP Technical Support Services to Customer during the Order Term in accordance with the GCP Technical Support Services Guidelines. Customer is responsible for the technical support of its Customer Applications and Projects.

7. Copyright. Google provides information to help copyright holders manage their intellectual property online, but Google cannot determine whether something is being used legally without input from the copyright holders. Google will respond to notices of alleged copyright infringement and may terminate repeat infringers in appropriate circumstances as required to maintain safe harbor for online service providers under the U.S. Digital Millennium Copyright Act. If Customer believes a person or entity is infringing Customer's or its End User's copyrights and would like to notify Google, Customer can find information about submitting notices, and Google's policy about responding to notices, at http://www.google.com/dmca.html.

8. Software.

8.1 Provision of Software. Google may make Software available to Customer, including third-party software. Customer's use of any Software is subject to the applicable provisions in the GCP Service Specific Terms.

8.2 Ceasing Software Use. If the Agreement or the Google Cloud Platform Order Form terminates or expires, then Customer will stop using the Software.

9. Survival. The following Sections of this Services Schedule will survive expiration or termination of this Services Schedule: Section 11 (Additional Definitions).

10. Termination of Previous Agreements. If Google and Customer have previously entered into a Google Cloud Platform License Agreement, then that agreement will terminate on the Services Start Date, and the Agreement will govern the provision and use of the Services going forward.

11. Additional Definitions.

"Account" means Customer's Google Cloud Platform account.

"Admin Console" means the online console(s) or dashboard provided by Google to Customer for administering the Services.

"AUP" means the then-current acceptable use policy for the Services described at https://cloud.google.com/terms/aup.

"Covered Affiliate" means an Affiliate using the Services under Customer's Account.

"Customer Application" means a software program that Customer creates or hosts using the Services.

"Customer Data" means data provided to Google by Customer or End Users through the Services under the Account, and data that Customer or End Users derive from that data through their use of the Services.

"Customer Indemnified Materials" means Customer Data, Customer Brand Features, Customer Applications, and Projects.

"Data Processing Addendum" means the then-current terms describing data processing and security obligations with respect to Customer Data, as described at https://cloud.google.com/terms/data-processing-terms.

"End User" or "Customer End User" means an individual that Customer permits to use the Services or a Customer Application. For clarity, End Users may include employees of Customer Affiliates and other authorized third parties.

"GCP Service Specific Terms" means the then-current terms specific to one or more Services or Software described at https://cloud.google.com/cloud/terms/service-terms.

"GCP Technical Support Services" or "TSS" means the then-current technical support service provided by Google to Customer under the GCP Technical Support Services Guidelines.

"GCP Technical Support Services Guidelines" or "TSS Guidelines" means the then-current Google Cloud Platform support service guidelines described at https://cloud.google.com/terms/tssg/.

"Google API" means any application programming interface provided by Google as part of the Services.

"Google Indemnified Materials" means the Services and Google's Brand Features.

"Key Services" means the then-current list of Services described at https://cloud.google.com/terms/key-services. Google may not remove a Service from this URL unless that Service is discontinued in accordance with Section 4.1(b) (Discontinuance).

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console.

"Order Form" means an order form issued by Google, Reseller or Distributor and executed by Customer and issuer specifying the Services Google will provide to Customer under this Services Schedule.

“Prices” means the applicable prices described in the applicable Reseller Agreement or Distributor Agreement.

“Project” means a collection of Google Cloud Platform resources configured by Customer via the Services.

“Services” means the then-current services described at https://cloud.google.com/terms/services, excluding any Third-Party Offerings.

“SLA” means the then-current service level agreements described at https://cloud.google.com/terms/sla/.

“Software” means any downloadable tools, software development kits, or other such computer software provided by Google for use in connection with the Services, and any updates Google may make to such Software from time to time, excluding any Third-Party Offerings.

“Third-Party Offerings” means (a) third-party services, software, products, and other offerings that are not incorporated into the Services or Software and (b) offerings identified in the "Third-Party Terms" section of the Service Specific Terms.

“URL Terms” means the AUP, Data Processing Addendum, GCP Service Specific Terms, GCP Technical Support Services Guidelines, and SLAs.

Google Cloud Master Agreement – Public Sector (Partner)

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms ("General Terms"), and all Services Schedules that are incorporated by reference into the Google Cloud Master Agreement (collectively, the "Agreement").

Google Cloud Master Agreement General Terms

1. Services. After the Customer and Reseller and/or Distributor complete and execute an Order Form incorporating this Agreement, Google will provide the Services specified in the Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the Services Schedule.

2. Customer Obligations.

2.1. Consents. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

2.2. Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.

2.3. Use Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google's Reseller or Distributor.

3. RESERVED

4. Intellectual Property.

4.1. Intellectual Property Rights. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

4.2. Feedback. At its option, Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5. Confidentiality.

5.1. Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing

Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) subject to Section 5.2 (Legal Process), as strictly necessary to comply with Legal Process.

5.2. Legal Process. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will: (a) promptly notify the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request it from the Disclosing Party directly; (c) comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information; and (d) use commercially reasonable efforts to object to, or limit or modify, any Legal Process that the Recipient reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful. To facilitate the request in (b), the Recipient may provide the Disclosing Party's basic contact information to the third party. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.

6. Marketing and Publicity. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. RESERVED.

8. Disclaimer. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.

9. Indemnification.

9.1. Google Indemnification Obligations. Google will defend Customer and its Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe the third party's Intellectual Property Rights.

9.2. Customer Indemnification Obligations. Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.

9.3. Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

9.4. Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:

(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Agreement, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services. For Federal Customers, if Google does not believe the remedies in Section 9.5(a) are commercially reasonable, the parties recognize that the provisions of 28 U.S.C.§ 1498 will apply to the resolution of any patent or copyright claim made by the patent or copyright owner.

9.6 Sole Rights and Obligations. Without affecting either party's termination or Suspension rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any
(i) indirect, consequential, special, incidental, or punitive damages or
(ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.

10.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:

(a) death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;

(b) its fraud or fraudulent misrepresentation;
(c) its obligations under Section 9 (Indemnification);
(d) its infringement of the other party's Intellectual Property Rights;
(e) its payment obligations under the Agreement; or
(f) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

11.1 Agreement Term. The Agreement, unless it expires or terminates according to the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement (the "Term").

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Reseller or Distributor.

11.3 RESERVED.

11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11 (Term and Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Miscellaneous.

12.1 Notices. Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

12.3 RESERVED.

12.4 RESERVED.

12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

12.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

12.12 RESERVED.

12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by Customer and Reseller.

12.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.15 URL Terms. The URL Terms are incorporated by reference into the Agreement.

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order (of decreasing precedence): the Data Processing Addendum, the applicable Services Schedule, the General Terms, and the other URL Terms.

12.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.18 RESERVED.

12.19 RESERVED.

12.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

12.21 Federal Customers. The Services were developed solely at private expense and are "commercial services," "commercial items," "commercial computer software," and "commercial computer software documentation," as those terms are defined within Section 2.101 of the Federal Acquisition Regulation ("FAR") and any applicable agency supplements to the FAR.

13. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule (if applicable).

"BAA" or "Business Associate Agreement" is an amendment to the Customer's Reseller Agreement or Distributor Agreement, or an executed HIPAA BAA with Google (if approved) covering the handling of Protected Health Information (as defined in HIPAA).

“Brand Features” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.

“Confidential Information” means information that one party or its Affiliate (“Disclosing Party”) discloses to the other party (“Recipient”) under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential Information. Confidential Information does not include information that is independently developed by the Recipient, is shared with the Recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the Recipient.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

“Covered Affiliate” has the meaning described in the Services Schedule (if applicable).

“Customer” means the party executing an Order Form with a Reseller for Google Services as described in the Agreement.

“Customer Application” has the meaning described in the Services Schedule (if applicable).

“Customer Data” has the meaning described in the Services Schedule (if applicable).

“Customer Indemnified Materials” has the meaning described in the applicable Services Schedule.

“Delegates” means the Recipient’s employees, Affiliates, agents, or professional advisors.

“Distributor” means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

“Distributor Agreement” means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

“Effective Date” means the date of the last party’s signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

“End User” or “Customer End User” has the meaning described in the Services Schedule (if applicable).

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Fees” means the product of the amount of Services or Software used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer’s Reseller Agreement or Distributor Agreement.

“Google” means Google LLC and its Affiliates, including Google Public Sector LLC.

“Google Indemnified Materials” has the meaning described in the applicable Services Schedule.

“High Risk Activities” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

“including” means including but not limited to.

“Indemnified Liabilities” means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Right(s)” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” has the meaning described in the applicable Services Schedule.

“Order Form” has the meaning described in the applicable Services Schedule.

“Order Term” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

“Prices” has the meaning described in the applicable Reseller Agreement or Distributor Agreement.

“Reseller Agreement” means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of This Agreement.

“Reseller” means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services to Customer.

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule (if applicable).

“Services” has the meaning described in the applicable Services Schedule.

“Services Schedule(s)” means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

“Services Start Date” means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

“Software” has the meaning described in the Services Schedule (if applicable).

“Suspend” or “Suspension” means disabling or limiting access to or use of the Services or components of the Services.

“Taxes” means all government-imposed taxes, except for taxes based on Google’s net income, net worth, asset value, property value, or employment.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions described at https://www.google.com/permissions/trademark/brand-terms.html.

“URL” means a uniform resource locator address to a site on the internet.

“URL Terms” has the meaning described in the Services Schedule (if applicable).

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Google Cloud Master Agreement
Google Workspace Services Schedule

This Google Workspace Services Schedule (the "Services Schedule") supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies solely to the services described in this Services Schedule and is effective for the Term of the Agreement. Terms defined in the General Terms apply to this Services Schedule.

1. Using the Services.

1.1 Admin Console. Google will provide Customer access to the Admin Console through which Customer may manage its use of the Services. Customer may specify one or more Administrators through the Admin Console who will have the right to access Admin Accounts. Customer is responsible for (a) maintaining the confidentiality and security of the End User Accounts and associated passwords and (b) any use of the End User Accounts. Customer agrees that Google's responsibilities do not extend to the internal management or administration of the Services for Customer.

1.2 Additional Use Restrictions. Unless otherwise permitted in the Google Workspace Service Specific Terms, Customer will not use, and will not allow End Users to use, the Services to place or receive emergency services calls.

1.3 Adding End User Accounts During Order Term. Customer may purchase additional End User Accounts during an Order Term by means of an additional Order Form or Reseller Order or by ordering via the Admin Console. Such additional End User Accounts will have a pro-rated term ending on the last day of the applicable Order Term.

2. Data Processing and Security.

2.1 Data Processing Addendum. The Data Processing Addendum is incorporated by reference into this Services Schedule.

3. Additional Payment Terms.

3.1 Usage and Invoicing. Customer will pay all Fees for the Services and such payment will be made pursuant to the Reseller Agreement or Distributor Agreement. Google's measurement tools will be used to determine Customer's usage of the Services. Unless otherwise provided in the Agreement or required by law, Fees for Services are nonrefundable.

3.2 RESERVED.

4. Updates to Services and Terms.

4.1 Changes to Services.

(a) Limitations on Changes. Google may update the Services, provided the updates do not result in a material reduction of the performance or security of the Services.

(b) Discontinuance. Google will notify Customer at least 12 months before discontinuing any Core Service (or associated material functionality), and at least 36 months for any Key Service (or associated material functionality), in each case unless Google replaces such discontinued Service or functionality with a materially similar Service or functionality.

(c) Support. Google will continue to provide product and security updates, and Technical Support Services, until the conclusion of the applicable notice period under subsection (b) (Discontinuance).

4.2 Changes to Terms. Google may update the URL Terms, provided the updates do not (a) result in a material reduction of the security of the Services, (b) expand the scope of or remove any restrictions on Google's processing of Customer Data as described in the Data Processing Addendum, or (c) have a material adverse impact on Customer's rights under the URL Terms. Google will notify Customer of any material updates to URL Terms.

4.3 Permitted Changes. Sections 4.1 (Changes to Services) and 4.2 (Changes to Terms) do not limit Google's ability to make changes required to comply with applicable law or address a material security risk, or that are applicable to new or pre-general availability Services, offerings, or functionality.

5. Temporary Suspension.

5.1 Services Suspension. Google may Suspend Services if (a) necessary to comply with law or protect the Services or Google's infrastructure supporting the Services or (b) Customer or any End User's use of the Services does not comply with the AUP, and it is not cured following notice from Google. For Suspensions of End User Accounts, Google will provide Customer's Administrator the ability to restore End User Accounts in certain circumstances.

5.2 Limitations on Services Suspensions. If Google Suspends Services, then (a) Google will provide Customer notice of the cause for Suspension without undue delay, to the extent legally permitted, and (b) the Suspension will be to the minimum extent and for the shortest duration required to resolve the cause for Suspension.

6. Technical Support. Google will provide Google Workspace Technical Support Services to Customer during the Order Term in accordance with the Google Workspace Technical Support Services Guidelines.

7. Additional Customer Responsibilities.

7.1 Customer Domain Name Ownership. Customer is responsible for obtaining and maintaining any rights necessary for Customer's and Google's use of the Customer Domain Names under the Agreement. Before providing the Services, Google may require that Customer verify that Customer owns or controls the Customer Domain Names. If Customer does not own or control the Customer Domain Names, then Google will have no obligation to provide the Services to Customer.

7.2 Abuse Monitoring. Customer is solely responsible for monitoring, responding to, and otherwise processing emails sent to the "abuse" and "postmaster" aliases for Customer Domain Names, but Google may monitor emails sent to these aliases to allow Google to identify Services abuse.

8. Using Brand Features Within the Services. Google will display only those Customer Brand Features that Customer authorizes Google to display by uploading them into the Services. Google will display those Customer Brand Features within designated areas of the web pages displaying the Services to End Users. Customer may specify the nature of this use in the Admin Console. Google may also display Google Brand Features on such web pages to indicate that the Services are provided by Google.

9. Additional Products. Google makes optional Additional Products available to Customer and its End Users. Customer's use of Additional Products is subject to the Additional Product Terms.

10. RESERVED.

11. Termination of Previous Agreements. If Google and Customer have previously entered into another agreement under which Customer uses the Services, then that agreement will terminate on the

Services Start Date, and the Agreement will govern the provision and use of the Services going forward.

12. Additional Definitions.

"Additional Products" means products, services, and applications that are not part of the Services but may be accessible for use in conjunction with the Services.

"Additional Product Terms" means the then-current terms at https://workspace.google.com/intl/en/terms/additional_services.html.

"Admin Account" means a type of End User Account that Customer (or Reseller, if applicable) may use to administer the Services.

"Admin Console" means the online console(s) or dashboard provided by Google to Customer for administering (a) the Services and (b) the services set out in a Complementary Product Services Summary (if applicable).

"Administrator" means Customer-designated personnel who administer the Services to End Users on Customer's behalf, and have the ability to access Customer End User Accounts. Such access includes the ability to access, monitor, use, modify, withhold, or disclose any data available to End Users associated with their End User Accounts.

"AUP" means the then-current acceptable use policy for the Services described at https://workspace.google.com/terms/use_policy.html.

"Complementary Product Services Summary" has the meaning given in the Data Processing Addendum.

"Core Services" means the then-current "Core Services" as described in the Services Summary at https://workspace.google.com/terms/user_features.html, excluding any Third-Party Offerings.

"Covered Affiliate" means an Affiliate using the Services under Customer's Account.

"Customer Data" means data submitted, stored, sent, or received via the Services by Customer or its End Users.

"Customer Domain Name" means a domain name specified in the Order Form or Reseller Order to be used in connection with the Services.

"Customer Indemnified Materials" means Customer Data and Customer Brand Features.

"Data Processing Addendum" means the then-current terms describing data protection and processing obligations with respect to Customer Data, as described at https://gsuite.google.com/terms/dpa_terms.html.

"End User" or "Customer End User" means an individual that Customer permits to use the Services. For clarity, End Users may include employees of Customer Affiliates and other authorized third parties.

"End User Account" means a Google-hosted account established by Customer through the Services for an End User to use the Services.

"GDPR" has the meaning given to it in the Data Processing Addendum.

"Google Indemnified Materials" means the Services and Google's Brand Features.

"Google Workspace Service Specific Terms" means the then-current terms specific to one or more Services

described at https://workspace.google.com/terms/service-terms/.

"Google Workspace Technical Support Services" or "TSS" means the technical support service provided by Google to Customer under the Google Workspace Technical Support Services Guidelines.

"Google Workspace Technical Support Services Guidelines" or "TSS Guidelines" means the then-current Google Workspace support service guidelines described at https://workspace.google.com/terms/tssg.html.

"Key Services" means Gmail, Google Calendar, Google Docs, Google Sheets, Google Slides, Google Drive, Google Chat, Google Meet, and Google Forms.

"Notification Email Address" means the email address(es) designated by Customer in the Admin Console.

"Order Form" means an order form issued by Google, Reseller or Distributor and executed by Customer and issuer specifying the Services Google will provide to Customer under this Services Schedule.

"Other Services" means the then-current "Other Services" as described in the Services Summary at https://gsuite.google.com/terms/user_features.html, excluding any Third-Party Offerings.

"Personal Data" has the meaning given to it in the Data Processing Addendum.

"Prices" means the applicable prices described in the applicable Reseller Agreement or Distributor Agreement.

"Reseller Fees" means the fees (if any) for Services used or ordered by Customer as agreed in a Reseller Agreement, plus any applicable Taxes.

"Reseller Order" means, if applicable, an order form issued by a Reseller and executed by Customer and the Reseller specifying the Services Customer is ordering from the Reseller.

"Services" means the then-current Core Services and Other Services described at https://workspace.google.com/terms/user_features.html.

"SLA" means the then-current service level agreement described at https://gsuite.google.com/terms/sla.html.

"Third-Party Offerings" means third-party services, software, products, and other offerings that are not incorporated into the Services.

"URL Terms" means the AUP, Data Processing Addendum, Google Workspace Service Specific Terms, Google Workspace Technical Support Services Guidelines, and SLAs.

Product Passthrough Terms - Chrome Device Management

Customer has entered into a certain written agreement (the "Agreement") pursuant to which Customer has purchased the right to access and use the Product (referred to in these Product Passthrough Terms as "Services").

1. **Services.**

1.1 License. Upon Provider's's receipt and acceptance of an Order Form, and subject to the terms and conditions of these Product Passthrough Terms, Provider grants to Customer and Customer agrees to comply with a non-sublicensable, non-transferable, non-exclusive, limited license to use the Services with each unit of Customer Hardware, and any updates provided by Provider (each such license being a "License") during the License Term.

1.2 Ordering and Enabling the Services. On or after Provider's receipt and acceptance of an Order Form, Provider will configure Customer's account to enable Customer to use the Services via the Admin Console.

1.3 Modification and Updates to the Services. Provider may make commercially reasonable changes to the Services from time to time. If Provider makes a material change to the Services, Provider will inform Customer, provided Customer has subscribed with Provider to be informed about such change. The Services may automatically download and install updates from Provider from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. Customer agrees to receive (and permit Provider to deliver) such updates as part of Customer's use of the Services. Provider may make new applications, features or functionality for the Services available from time to time, the use of which may be contingent upon Customer's agreement to additional terms.

1.4 Privacy Policy. The Services and its interaction with the administered Supported Chrome OS Hardware are subject to Provider's Privacy Policy. Changes to the Privacy Policy will be made as stated in the policy.

1.5 Supported Chrome OS Hardware. Subject to Sections 1.6 (No Hardware Supplied under these Product Passthrough Terms), 1.7 (Termination of Support for Supported Chrome OS Hardware), and 1.8 (Replacement Customer Hardware), and TSS Guidelines, the Services will function with Customer Hardware, and Provider will provide TSS for the use of the Chrome OS Services with Customer Hardware, for so long such hardware remains supported in accordance with the Supported Chrome OS Hardware End of Life Policy.

1.6 No Hardware Supplied under these Product Passthrough Terms. For clarity, these Product Passthrough Terms does not cover the purchase, replacement, updating or support of any hardware. Provider is under no obligation to provide Customer with hardware, hardware replacement, hardware updates, or hardware support under this these Product Passthrough Terms. Notwithstanding the foregoing, Supported Chrome OS Hardware may require updates designed to improve, enhance and further develop the operation of the Supported Chrome OS Hardware with the Services and may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions. Although Provider does not provide such updates under these Product Passthrough Terms, it is the Customer's responsibility to ensure that Customer Hardware is updated properly in accordance with the terms of use of the applicable Supported Chrome OS Hardware and the terms of use in the TSS Guidelines. If Customer Hardware is not updated, it may cease to be deemed Supported Chrome OS Hardware as described in the TSS Guidelines and it may not function with the Services.

1.7 Termination of Support for Supported Chrome OS Hardware. Over time, Hardware that was initially Supported Chrome OS Hardware may cease to be supported in accordance with the Supported Chrome OS Hardware End of Life Policy, at which point the Services may cease to function with, and Provider may cease to provide TSS for use of the Chrome OS Services with, that Supported Chrome OS Hardware. For such Supported Chrome OS Hardware, Customer may be informed via Customer's Admin Console or online under Provider's Supported Chrome OS Hardware End of Life Policy at least 90 days in advance of the date that such Supported Chrome OS Hardware will cease to be supported.

1.8 Replacement Customer Hardware. Except where the relevant License Term is perpetual, Customer may at any time, via such procedure as Provider may prescribe, transfer a License to use the Chrome

OS Services with a unit of Customer Hardware (including when such unit ceases to be supported in accordance with the Supported Chrome OS Hardware End of Life Policy) to a replacement unit of Customer Hardware.

1.9 Reservation of Rights. Except as expressly specified herein, these Product Passthrough Terms does not grant Customer any rights, implied or otherwise, to Provider's content or any of the other's intellectual property. Intellectual Property Rights in and to the content accessed through the Services are the property of the applicable content owner and may be protected by applicable laws. Provider (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Services.

2. **Customer Obligations.**

2.1 Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) to administer the Services. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with these Product Passthrough Terms; and (d) promptly notifying Provider of any unauthorized use of, or access to, the Admin Console of which it becomes aware. For the avoidance of doubt, Customer remains responsible for the foregoing obligations if Customer designates a third party as an Administrator.

2.2 End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the Services and data about location of Supported Chrome OS Hardware. Customer will obtain and maintain all required consents from End Users to allow: (a) Customer's access, monitoring, use and disclosure of this data and Provider providing Customer with the ability to do so and (b) Provider to provide the Services.

2.3 Educational Institutions. If Customer is an educational institution, Customer acknowledges and agrees that it is solely responsible for compliance with the Children's Online Privacy Protection Act of 1998, including, but not limited to, obtaining parental consent concerning collection of students' personal information used in connection with the provisioning and use of the Services by the Customer and End Users.

3. **Restrictions.**

3.1 Generally. Subject to Section 3.2 (Third Party Components), Customer will not, and will not allow others to do any of the following unless required by law, or unless Provider consents in writing: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Services, or any component thereof; (b) copy or make derivative works of the Services, attempt to extract the source code of the Services, or otherwise attempt to reduce the Services to human perceivable form; (c) use the Services for High Risk Activities; (d) transfer, sublicense, distribute, sell, lease or use for timesharing or service bureau purposes the Services or any component of the Services; or (e) remove or alter any Brand Features or other proprietary notices on or in the Services.

3.2 Third Party Components. To the extent the Services includes components governed by open source licenses with provisions inconsistent with these Product Passthrough Terms, those components are instead governed solely by the applicable open source licenses. To the extent the Services includes components governed by open source licenses requiring the provision of corresponding source code for those components, Provider hereby provides that source code consistent with those licenses. Provider hereby provides the Third Party Component Notice.

4. **Brand Features.**

4.1 Display of Brand Features. Provider may display those Customer Brand Features authorized by Customer within designated areas of the Services (such authorization is provided by Customer uploading its Brand Features into the Services). Customer may specify the nature of this use using the Admin Console. Provider may also display Provider-Brand Features on the Services to indicate that the Services is provided by Provider. Customer may not display or use Provider's Brand Features.

4.2 Brand Features Limitation. Any use of a Provider's Brand Features will inure to the benefit of Provider. Provider may revoke Customer's right to use its Brand Features pursuant to these Product Passthrough Terms with written notice and a reasonable period to stop the use.

5. **Technical Support Services.**

5.1 By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating the requests.

5.2 By Provider. If Customer cannot resolve a support issue consistent with the above, then Customer may escalate the issue to Distributor Authorized Reseller in accordance with the TSS Guidelines. Subject to Sections 1.5 (Supported Chrome OS Hardware), 1.6 (No Hardware Supplied under these Product Passthrough Terms), 1.7 (Termination of Support for Supported Chrome OS Hardware), and 1.8 (Replacement Customer Hardware) above, Provider will provide TSS to Customer in accordance with the TSS Guidelines.

5.3 Changes to TSS Guidelines. Provider may make commercially reasonable changes to the TSS Guidelines from time to time. If Provider makes a material change to the TSS Guidelines, Customer will be informed by either receiving an email to the Notification Email Address or an alert via the Admin Console.

6. **Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, PROVIDER NOR THEIR LICENSORS MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT AND MAKES NO REPRESENTATIONS (I) THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, (II) ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES. CUSTOMER ACKNOWLEDGES THAT THE SERVICES ARE NOT A TELEPHONY SERVICE AND THAT THE SERVICES ARE NOT CAPABLE OF PLACING OR RECEIVING ANY CALLS, INCLUDING EMERGENCY SERVICES CALLS, OVER PUBLICLY SWITCHED TELEPHONE NETWORKS.

7. **Term and Termination.**

7.1 License Term. Subject always to early termination in accordance with these Product Passthrough Terms and to Section 1.7 (Termination of Support for Hardware), any License(s) purchased will: (a) commence on the Service Commencement Date or, for Licenses purchased after the Service Commencement Date, on the date specified in the relevant Order Form, and (b) continue for the license period(s) specified for the SKU(s) listed on the relevant Order Form accepted by Provider (each such period being a "License Term"). If any additional Licenses are purchased during a then-current License Term (an "Existing License Term") and correspond to a SKU listed on an Order Form previously accepted by Provider, they will have a pro-rated License Term ending on expiry (if applicable) of the Existing License Term.

7.2 Product Passthrough Terms Term. These Product Passthrough Terms will commence on the Service Commencement Date and will remain in force until expiry (if applicable) of all License Terms.

7.3 Termination for Breach. Provider terminate these Product Passthrough Terms and Customer's use of the Services if: (a) Customer is in material breach of these Product Passthrough Terms and fails to cure that breach within 30 days after receipt of written notice; or (b) Customer is in material breach of these Product Passthrough Terms more than two times notwithstanding any cure of such breaches.

7.4 Effects of Termination. Termination is effective immediately unless otherwise specified in the termination notice. Termination of these Product Passthrough Terms also terminates all then-outstanding Order Forms. Upon expiration or termination of these Product Passthrough Terms, the rights granted by way of these Product Passthrough Terms to the other will cease immediately (except as specified in this Section).

7.5 Survival. The following sections will survive expiration or termination of these Product Passthrough Terms: 1.3 (Modification and Updates to the Services), 1.9 (Reservation of Rights), 2.2 (End User Consent), 3 (Restrictions), 6 (Disclaimers), 8 (Confidentiality), and 11 (Miscellaneous).

8. **Confidentiality.**

8.1 General. The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under these Product Passthrough Terms, and that they keep it confidential.

8.2 Disclosure of Confidential Information.

a. General. Subject to this section 9.2, Provider may disclose Customer's Confidential Information (i) pursuant to a Legal Process or (ii) with Customer's written consent. Customer is responsible for responding to all third party requests or Legal Process relating to its and its End Users' use of the Services.

b. Notification.

i. General Notification. Before disclosing Confidential Information pursuant to a Legal Process, the disclosing entity will promptly notify the other entity. Provider will give notice to the Customer via the Notification Email Address.

ii. Delayed Notification. If a party is informed that the Legal Process relates to exceptional circumstances involving danger of death or serious physical injury to any person, such party may disclose the other entity's Confidential Information pursuant to the Legal Process and will provide notice to the other entity as soon as reasonably practicable.

iii. Exceptions to Notification. Subsections 8.2b(i) and 8.2b(ii) do not apply if an entity is informed that it is legally prohibited from giving notice.

c. Opposition. The disclosing party will comply with the other entity's reasonable requests relating to efforts to oppose disclosure of its Confidential Information.

9. **Possible Infringement.**

9.1 Options. If Provider reasonably believes the Services infringe a third party's copyright, trademark rights, or trade secrets, then Provider will: (a) obtain the right for Customer, at Provider's expense, to continue to use the Services; (b) provide a non-infringing replacement with substantially the same functionality; or (c) modify the Services so that they no longer infringe.

9.2 Suspension or Termination. If Provider does not believe the foregoing options are commercially reasonable, then Provider may suspend or terminate Customer's use of the impacted portion of the Services.

10. **Publicity**. Customer agrees that Provider may include Customer's name and Brand Features in a list of Provider's customers. Customer also agrees that Provider may verbally reference Customer as a customer of the Provider products or services that are the subject of these Product Passthrough Terms.

11. **Miscellaneous**.

11.1 Force Majeure.Provider will not be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

11.2 Export Compliance. Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws.

11.3 No Waiver. Failure to enforce any provision of these Product Passthrough Terms will not constitute a waiver.

11.4 No Agency. These Product Passthrough Terms do not create any agency, partnership or joint venture.

11.5 No Third Party Beneficiaries. These Product Passthrough Terms does not confer any benefits on any third party unless it expressly states that it does.

11.6 Severability. If any term (or part of a term) of these Product Passthrough Terms is invalid, illegal or unenforceable, the rest of these Product Passthrough Terms will remain in effect.

11.7 Conflicting Terms. If there is a conflict between any terms of these Product Passthrough Terms and any other document that makes up the entire agreement as needed for Customer to use the Product, the terms of these Product Passthrough Terms will take precedence.

12. **Definitions.**

"Admin Console" means the online tool provided by Provider to Customer for use in configuring and administering the Services.

"Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer's behalf.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Customer or Provider.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each Customer or Provider, respectively.

"Confidential Information" means information that is disclosed by or to Customer under these Product Passthrough Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party.

"Control" means control of greater than fifty percent of the voting rights or equity interests of an entity.

"Customer Hardware" means each unit of Supported Chrome OS Hardware registered by Customer from time to time for use with the Services, provided that Customer has not deregistered such unit.

"Documentation" means the description of the Services available at the following URL: https://support.google.com/chrome/a/answer/1289314?hl=en, or such other URL as Provider may provide, as such description may be updated from time to time.

"End Users" means the individuals Customer permits to use the Services.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the Department of State.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Legal Process" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"License Term" has the meaning given in Section 8.1.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Provider. Customer may change this email address through the Admin Console.

"Order Form" means the written or online order document indicating that Customer has signed up for the Services. Each Order Form is subject to the terms of these Product Passthrough Terms.

"Privacy Policy" means Provider's privacy policy available at the following URL: http://www.google.com/policies/privacy/, or such other URL as Provider may provide, as such policy may be updated from time to time.

“Provider” means the third party provider of the Service.

"Service Commencement Date" means after acceptance of the initial Order Form, the date the Services are made available to Customer.

"Services" means the Chrome OS for Business and Education Services provided by Provider to a Customer or as described at the following URL: https://support.google.com/chrome/a/answer/1289314?hl=en, or such other URL as Provider may provide.

"Supported Chrome OS Hardware" means the proprietary Chrome OS computer hardware device described in the TSS Guidelines.

"Supported Chrome OS Hardware End Of Life Policy" means Provider’s device end of life policy available at the following URL: http://www.google.com/intl/en/chrome/devices/eol.html, or such other URL as Provider may provide.

"Third Party Component Notice" means the notice available at the following URL: http://www.google.com/chromebook/business-education-tos-additional.html, or such other URL as may be provided, as such notice may be updated from time to time.

"Third Party Products" means any non-Provider branded products, software, or services.

"TSS" means the technical support services provided for the Services identified in the Order Form.

"TSS Guidelines" means Provider’s technical support services guidelines then in effect for the Services. TSS Guidelines are available at the following URL: http://support.google.com/enterprise/terms, or other such URL as Provider may provide.

Product Passthrough Terms - Chromebox for Meetings Services

Customer has entered into a certain written agreement (the "Agreement") pursuant to which Customer has purchased the right to access and use the Product (referred to in these Product Passthrough Terms as "Services").

1. **Services.**

1.1. License. Upon Provider's receipt and acceptance of an Order Form, and subject to the terms of these Product Passthrough Terms and Customer's compliance with the Agreement, Provider will grant Customer a non-sublicensable, non-transferable, non-exclusive, limited license to use the Services (including any Updates) on Customer's Hardware.

1.2. Ordering and Enabling the Services. On or after Provider's receipt and acceptance of the initial Order Form, Provider will ensure that Customer's account is configured to enable Customer to use the Services via the Admin Console.

1.3. Modification and Updates to the Services. Customer acknowledges and agrees that from time to time Provider may make commercially reasonable changes to the Services, including by means of Updates downloaded and installed via the Services. Customer agrees to permit Provider to deliver Updates. If Provider makes a material change to the Services, Provider will inform Customer via such method as Provider may elect, provided that Customer has subscribed with Provider to be informed about such changes. The use of any new applications, functions or functionality for the Services made available by Provider may be contingent upon Customer's agreement to additional terms.

1.4. Service Level Agreement. Subject to Customer's compliance with these Product Passthrough Terms, Provider will provide the Services in accordance with the SLA. Provider may make commercially reasonable changes to the SLA from time to time. If Provider makes a material change to the SLA, Provider will inform Customer.

1.5. Privacy Policy. The Services as used with Customer's Hardware are subject to Provider's Privacy Policy. Changes to the Privacy Policy will be made as stated in the policy.

1.6. Supported Chrome OS Hardware. Subject to Clauses 1.7, 1.8 and 1.9 and Customer's compliance with the TSS Guidelines, the Services will function with Customer's Hardware and Provider will provide TSS for the use of the Services with Customer's Hardware, for so long as such hardware remains supported in accordance with the Supported Chrome OS Hardware End Of Life Policy.

1.7. No Hardware Supplied. For clarity, these Product Passthrough Terms do not cover the purchase, replacement, updating or support of any hardware, and Provider is under no obligation to provide Customer with hardware, hardware replacements, hardware updates, or hardware support under these Product Passthrough Terms. However, Supported Chrome OS Hardware may require updates (in the form of bug fixes, enhanced functions, new software modules and/or completely new versions) in order to continue operating with the Services. Because Provider does not provide such updates under these Product Passthrough Terms, it is Customer's responsibility to ensure that its Customer's Hardware is updated properly in accordance with the terms of use of the applicable Supported Chrome OS Hardware and the TSS Guidelines. If Customer's Hardware is not updated, it may cease to qualify as Supported Chrome OS Hardware as described in the TSS Guidelines and may cease to function with the Services.

1.8. Termination of Support for Chrome OS Hardware. Over time, hardware that was initially Supported Chrome OS Hardware may cease to be supported in accordance with the Supported Chrome OS Hardware End of Life Policy, at which point the Services may cease to function with, and Provider may cease to provide TSS for the use of the Services with, that Supported Chrome OS Hardware.

1.9. Exclusion for Certain Versions of Hardware. Some functionality included in the Services will only function with specific versions of Supported Chrome OS Hardware.

1.10. Reservation of Rights. Except as expressly specified herein, these Product Passthrough Terms do not grant Customer or Provider any rights, implied or otherwise, to the other's content or any of the other's intellectual property. Intellectual Property Rights in and to the content accessed through the Services or TSS are the property of the applicable content owner and may be protected by applicable

laws. As between the Provider and Customer, Provider (and/or its licensors or suppliers) owns all Intellectual Property Rights in the Services and TSS.

2. **Customer Obligations.**

2.1. Customer Administration of the Services. Customer may specify one or more Administrators through the Admin Console who will have the rights to access Admin Account(s) to administer the Services. Customer is responsible for: (a) maintaining the confidentiality of the password and Admin Account(s); (b) designating those individuals who are authorized to access the Admin Account(s); (c) ensuring that all activities that occur in connection with the Admin Account(s) comply with these Product Passthrough Terms; and (d) promptly notifying Provider of any unauthorized use of, or access to, the Admin Console of which Customer becomes aware. For the avoidance of doubt, Customer remains responsible for the foregoing obligations if Customer designates a third party as an Administrator.

2.2. End User Consent. Customer's Administrators may have the ability to access, monitor, use, or disclose data available to End Users within the Chromebox for Meetings Services and data about the location of Customer's Hardware. Customer will obtain and maintain all required consents from End Users to allow: (a) such access, monitoring, use and disclosure; and (b) Provider to provide the Services.

2.3. Third Party Requests. Customer is responsible for responding to Third Party Requests. Provider will, to the extent allowed by law and by the terms of the Third Party Request: (a) promptly notify Customer of its receipt of a Third Party Request; (b) comply with Customer's reasonable requests regarding its efforts to oppose a Third Party Request; and (c) if the relevant information is solely held by Provider and reasonably accessible by Provider, provide Customer with the information required for Customer to respond to the Third Party Request. Customer will first seek to obtain the information required to respond to the Third Party Request on its own, and will contact Provider only if it cannot reasonably obtain such information.

2.4. Children's Online Privacy Protection Act of 1998. Where applicable, Customer agrees that it is solely responsible for compliance with all laws and regulations that apply to Customer's provision of the Services, Software and Supported Chrome OS Hardware to Customer's End Users, such as the U.S. Family Educational Rights and Privacy Act of 1974 (FERPA), Children's Internet Protection Act (CIPA), and the Children's Online Privacy Protection Act of 1998 (COPPA), including but not limited to, obtaining parental consent concerning collection or dissemination of personal information (including that of students) used in connection with the provisioning and use of the Services, Software, or Supported Chrome OS Hardware by the Customer or Customer's End Users.

3. **Restrictions.**

3.1. Generally. Subject to Clause 3.2, Customer will not, and will not allow others to do any of the following: (a) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Services, or any component thereof, except as permitted by law; (b) copy or make derivative works of the Services, attempt to extract the source code of the Services, or otherwise attempt to reduce the Services to human perceivable form; (c) use the Services for High Risk Activities; (d) transfer, sublicense, distribute, sell or lease the Services or any component thereof or use the Services or any component thereof for timesharing or service bureau purposes; or (e) remove or alter any Brand Features or other proprietary notices on or in the Services.

3.2. Third Party Components. To the extent the Services include components governed by open source licenses with provisions inconsistent with these Product Passthrough Terms, those components are instead governed solely by the applicable open source licenses. To the extent the Services include components governed by open source licenses requiring the provision of corresponding source code for those components, Provider hereby provides that source code consistent with those licenses. Provider hereby provides the Third Party Component Notice.

4. **Brand Features.**

4.1. Display of Brand Features. Provider may display those Customer Brand Features authorized by Customer within designated areas of the Services (such authorization is provided by Customer uploading its Brand Features into the Services). Customer may specify the nature of this use using the Admin Console. Provider may not otherwise display or use the Customer's Brand Features without

Customer's prior written consent. Customer may not otherwise display or use the Provider's Brand Features without Provider's prior written consent.

4.2. Brand Features Limitation. Any use of an entity's Brand Features will inure to the benefit of the entity holding Intellectual Property Rights in those Brand Features. An entity may revoke any right to use its Brand Features pursuant to these Product Passthrough Terms with written notice to the other and a reasonable period to stop the use.

5. **Technical Support Services.**

5.1. By Customer. Customer will, at its own expense, respond to questions and complaints from End Users or third parties relating to Customer's or End Users' use of the Services. Customer will use commercially reasonable efforts to resolve support issues before escalating them to Provider.

5.2. By Provider. If Customer cannot resolve a support issue as described above, Customer may escalate the issue to Provider in accordance with the TSS Guidelines. Subject to Clauses 1.6 (Supported Chrome OS Hardware) and 1.8 (Termination of Support for Chrome OS Hardware) above and Customer's compliance with these Product Passthrough Terms, Provider will provide TSS to Customer in accordance with the TSS Guidelines.

5.3. Changes to TSS Guidelines. Provider may make commercially reasonable changes to the TSS Guidelines from time to time. If Provider makes a material change to the TSS Guidelines, Provider will inform Customer via such method as Provider may elect provided that Customer has subscribed with Provider to be informed about such changes.

6. **Disclaimers.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN, NEITHER CUSTOMER, PROVIDER, OR PROVIDER'S LICENSORS MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE AND NON-INFRINGEMENT. PROVIDER DOES NOT WARRANT AND MAKES NO REPRESENTATIONS (I) THAT THE OPERATION OF THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, (II) ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE SERVICES.

7. **Term and Termination.**

7.1. Term. Subject always to earlier termination in accordance with its terms, these Product Passthrough Terms will commence on the Service Commencement Date and continue for the period of time specified in the SKU listed on the initial Order Form accepted by Provider and, thereafter, will automatically renew for the period of time specified in each successive Order Form accepted by Provider (such initial period and each such renewal period being a "License Term"). Any additional seats purchased during a License Term will have a pro-rated term beginning on the date of the Order Form accepted in relation to such seats, and ending when the License Term expires. A License Term may be extended in accordance with the terms in the SLA.

7.2. Termination.

b. Termination for Breach. Provider may suspend performance and/or terminate these Product Passthrough Terms if: (a) Customer is in material breach of these Product Passthrough Terms where the breach is incapable of remedy; (b) Customer is in material breach of these Product Passthrough Terms where the breach is capable of remedy and fails to remedy that breach within 30 days after receipt of written notice; or (c) Customer has been notified that it is in material breach of these Product Passthrough Terms on at least two previous occasions notwithstanding the remedy of any such breaches.

c. Effects of Termination. Termination or suspension is effective immediately unless otherwise specified in the termination or suspension notice. Termination of these Product Passthrough Terms also terminates all previously-accepted Order Forms then in effect. Upon expiration or termination of these Product Passthrough Terms, the rights granted to Customer by Provider will cease immediately (except as specified in this Clause 7.2).

d. Survival. The following clauses will survive expiration or termination of these Product Passthrough Terms: 1.10, 6, 7.2, 8, 9, 12 and 13.

8. **Confidentiality.** The recipient will not disclose the Confidential Information, except to Affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise rights and fulfill obligations under these Product Passthrough Terms, and that they keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

9. **Possible Infringement.**

9.1. Options. If Provider reasonably believes the Services infringe a third party's copyright, trademark rights, or trade secrets, then Provider will: (a) obtain the right for Customer, at Provider's expense, to continue to use the Services; (b) provide a non-infringing replacement with substantially the same functionality; or (c) modify the Services so that they no longer infringe.

9.2. Suspension or Termination. If Provider does not believe the foregoing options are commercially reasonable, then Provider may suspend or terminate Customer's use of the impacted portion of the Services.

10. **Publicity.** Customer agrees that Provider may include Customer's name and Brand Features in a list of Provider customers. Customer also agrees that Provider may verbally reference Customer as a customer of the Provider products or services that are the subject of these Product Passthrough Terms.

11. **Additional Terms Related to "Call Phones" Functionality.**

11.1. General. Customer's use of the "Call Phones" feature through the Services (the "Call Phones Feature") is governed by the terms and conditions set forth in this Clause 11. By accepting the terms of these Product Passthrough Terms, Customer also accepts and agrees to be bound by the Call Phones Acceptable Use Policy.

11.2. Caller ID. Provider may allow Customer to associate a "Call Phones" number with the account used for Customer's Hardware. If Customer has a "Call Phones" number associated with the account used for Customer's Hardware, it will appear as the Customer's caller ID when a call is placed using such Customer's Hardware. If Customer has not set up a "Call Phones" number, a generic number or the word "unknown" will appear to the person to whom the call is placed.

11.3. Emergency Calls. Customer understands and agrees that the Call Phones Feature provides outbound calling functionality to telephone numbers from Chromebox for Meetings, and is not capable of placing or receiving emergency services calls. Customer understands and agrees that Customer is solely responsible for notifying End Users of the foregoing limitations with respect to emergency services calls.

11.4. Provider's Proprietary Rights. Provider has the right not to provide calling or connections in its sole discretion, including but not limited to connections to geographic locations, special services numbers, satellite telephony services, and other call forwarding services.

11.5. Bill Payment. Customer may be required to pay fees in connection with the Call Phones Feature, depending on the level of Call Phones Feature selected by Customer. There may be additional fees if Customer requests a change in the Call Phones Feature. Depending upon the level of Call Phones Feature selected by Customer, there may be charges for calls to or from certain locations, including without limitation payphones and areas within extended calling zones. There may also be applicable charges for any special or enhanced services Customer uses.

11.6. Miscellaneous. Calls placed to and received from phone numbers in the United States and other countries are routed through and provided by various regulated and licensed partners.

12. **Miscellaneous.**

12.1. Force Majeure. Provider will not be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

12.2. Export Compliance. Customer will comply with, and will obtain all prior authorization from the competent government authorities required by, the Export Control Laws.

12.3. No Waiver. Failure to enforce any provision of these Product Passthrough Terms will not constitute a waiver.

12.4. No Agency. These Product Passthrough Terms do not create any agency, partnership or joint venture.

12.5. No Third Party Beneficiaries. These Product Passthrough Terms does not confer any benefits on any third party unless it expressly states that it does.

12.6. Severability. If any term (or part of a term) of these Product Passthrough Terms is invalid, illegal or unenforceable, the rest of these Product Passthrough Terms will remain in effect.

12.7. Conflicting Terms. If there is a conflict between any terms of these Product Passthrough Terms and any other document that makes up the entire agreement as needed for Customer to use the Product, the terms of these Product Passthrough Terms will take precedence.

13. **Definitions.**

“Admin Account” means the account provided to Customer for the purpose of administering the Services.

"Admin Console" means the online tool provided by Provider to Customer for use in configuring and administering the Services.

"Administrators" mean the Customer-designated technical personnel who administer the Services to End Users on Customer’s behalf.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with Customer or Provider.

"Brand Features" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of Customer or Provider, respectively.

“Call Phones Acceptable Use Policy” means the policy available at http://www.google.com/chrome/terms/chromebox-for-meetings/call-phones-user- policy/index.html, or such other URL as Provider may provide, as such policy may be updated from time to time.

“Chromebox for Meetings Services” means the Chromebox for Meetings services provided by Provider to Customer pursuant to these Product Passthrough Terms (and as further described in the Documentation).

"Confidential Information" means information that disclosed by or to Customer under these Product Passthrough Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party.

“Contract Year” means a period of one year starting on the Effective Date or the relevant anniversary of the Effective Date (as appropriate).

"Control" means control of greater than fifty percent of the voting rights or equity interests of an entity.

“Customer’s Hardware” means that Supported Chrome OS Hardware for which Customer has enrolled to use the Services pursuant to an Order Form accepted by Provider.

"Documentation" means the description of the Services available at the following URL: https://support.google.com/chromeboxformeetings, or such other URL as Provider may provide, as such description may be updated from time to time.

"End Users" means the individuals Customer permits to use the Services.

"Export Control Laws" means all applicable export and re-export control laws and regulations, including the Export Administration Regulations ("EAR") maintained by the U.S. Department of Commerce, trade and economic sanctions maintained by the U.S. Treasury Department's Office of Foreign Assets Control, and the International Traffic in Arms Regulations ("ITAR") maintained by the U.S. Department of State.

"High Risk Activities" means uses such as the operation of nuclear facilities, air traffic control or life support systems, where the use or failure of the Services could lead to death, personal injury, or environmental damage.

"Legal Process" means a request from a third party for records relating to an End User's use of the Services. Third Party Requests can be a lawful search warrant, court order, subpoena, other valid legal order, or written consent from the End User permitting the disclosure.

"Notification Email Address" means the email address designated by Customer to receive email notifications from Provider. Customer may change this email address through the Admin Console.

"Order Form" means the written or online order form for the Services that is submitted to Provider on behalf of Customer Each Order Form is subject to the terms of these Product Passthrough Terms.

"Privacy Policy" means Provider's privacy policy available at the following URL: http://www.google.com/policies/privacy/, or such other URL as Provider may provide, as such policy may be updated from time to time.

"Provider" means the third party provider of the Services.

"Reseller" means a designee within Provider's applicable distribution or reseller channel authorized to make the Services available to Customer.

"Service Commencement Date" means, after acceptance of the initial Order Form, the date the Services are made available to Customer.

"Services" means the Chromebox for Meetings Services.

"SLA" means the Service Level Agreement located at https://www.google.com/chrome/terms/chromebox-for-meetings-sla.html, or such other URL as Provider may provide, as such agreement may be updated from time to time

"Software" means the Chrome OS software and Google+ Hangouts app, as installed on Supported Chrome OS Hardware.

"Supported Chrome OS Hardware" has the meaning given in the TSS Guidelines.

"Supported Chrome OS Hardware End Of Life Policy" means Provider's device end of life policy available at http://www.google.com/intl/en/chrome/devices/eol.html, or such other URL as may be provided, as such policy may be updated from time to time.

"Term" means all License Terms, collectively.

"Third Party Component Notice" means the notice available at the following URL: http://www.google.com/chromebook/business-education-tos-additional.html, or such other URL as may be provided, as such notice may be updated from time to time.

"Third Party Products" means any non-Provider branded products, software, or services.

"TSS" means the technical support services provided by Provider for the Software installed on Customer's Hardware in accordance with the TSS Guidelines.

"TSS Guidelines" means the guidelines then in effect for the TSS. TSS Guidelines are available at http://support.google.com/enterprise/doc/gsa/terms/chrome_os_for_business_tssg.html, or other such URL as Provider may provide, as such guidelines may be updated from time to time.

“Updates” means updates provided by Provider that: (i) are designed to improve, enhance and further develop the Services; and (ii) may take the form of bug fixes, enhanced functions, new software modules and/or completely new versions.

Exhibit F
Product Passthrough Terms – Google Chrome for Work Assist

Customer has entered into certain written agreement (the "Agreement") pursuant to which Customer has purchased the right to access and use the Product.

1. The Product: Technical Support Services (TSS)

1.1 **Purchase and Support.**

(a) **Provision of the TSS**. These Product Passthrough Terms, and the corresponding Agreement under which Customer purchased the TSS governs Customer's access to and use of the TSS. Subject to these Product Passthrough Terms, the Agreement, and the applicable Order Form, and in consideration of Customer's payment of all Fees, Upon Provider's receipt and acceptance of an Order Form, Provider will provide Customer with the TSS in accordance with the Order Form and the Technical Support Services Guidelines.

(b) **No Hardware or Software Supplied under these Product Passthrough Terms**. For clarity, these Product Passthrough Terms do not cover the purchase, replacement or updating of any hardware or software.

(c) **Payment**. Customer will pay Distributor for the TSS. As a result, all payment terms are to be decided upon between Customer and Provider.

1.2 **Customer Domain Name Ownership**. Provider may verify that Customer owns or controls the Customer Domain Names. If Customer does not own or control the Customer Domain Names, then Provider may provide Customer with a domain or sub-domain in connection with these Product Passthrough Terms. If Provider provides Customer a domain or sub-domain in connection with these Product Passthrough Terms, such domain or sub-domain may only be used by Customer for purposes of accessing the TSS under the Agreement and these Product Passthrough Terms.

2. **Customer Obligations**

2.1 **Compliance**. Customer and its users will comply with the URL Terms, as applicable, and as updated from time to time. New features or functionality of the TSS may be made available, which may be subject to additional terms.

2.2 **Customer Administration of the TSS**. Customer may specify one or more Administrators to administer the TSS on Customer's behalf. Customer will not: (a) sell, resell, or lease (or the functional equivalent) the TSS to a third party; (b) attempt to reverse engineer the TSS or any of its components; or (c) attempt to create a substitute or similar service through use of, or access to, the TSS.

2.3 **Third Party Requests**. Customer is responsible for responding to Third Party Requests. Customer will use commercially reasonable efforts to obtain the information required to respond to the Third Party Request on its own, and will contact Provider only if it cannot reasonably obtain such information.

3. Confidential Obligations. The recipient will not disclose Confidential Information, except to its affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use the Confidential Information only to exercise recipient's rights and fulfill recipient's obligations under these Product Passthrough Terms, while using reasonable care to keep it confidential. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

4. Intellectual Property Rights; Brand Features

4.1 **Intellectual Property Rights**. Except as expressly set forth herein, these Product Passthrough Terms do not grant either party any rights, implied or otherwise, under the other party's intellectual Property Rights. As between the parties, Provider owns all Intellectual Property Rights in the TSS.

4.2 **Display of Brand Features**. Neither party will use the other party's Brand Features except as set forth in these Product Passthrough Terms, unless the other party provides prior written consent. Subject to Section 4.3 (Brand Features Limitation), Provider may (a) include Customer's name and Customer's Brand Features in a list of Provider customers, either online or in promotional materials; and (b) orally reference Customer as a customer of the TSS.

4.3 **Brand Features Limitations**. The use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights in those Brand Features. A party may revoke the other party's right to use its Brand Features under these Product Passthrough Terms with written notice to the other and a reasonable period to stop the use.

5. Disclaimers. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. PROVIDER MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH THE TSS.

6. Term and Termination

6.1 **Agreement Term**. These Product Passthrough Terms will be in effect for the Term set forth on the Order Form, unless terminated in accordance with this Section 7. These Product Passthrough Terms are renewable for SKUs listed on the Order Form for successive renewal Term(s), provided the parties mutually agree in writing to renew and enter into a new Order Form prior to the end of the then-current Term.

6.2 **Termination for Breach**. Provider may suspend performance or terminate this Agreement if: (a) the Customer is in material breach of the Agreement and fails to cure that breach within 30 days after receipt of written notice; or (b) Customer ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within 90 days; or (c) Customer is in material breach of these Product Passthrough Terms more than two times, notwithstanding any cure of such breaches.

6.3 **Effects of Termination; Survival**. Upon expiration or termination of these Product Passthrough Terms the rights granted by one party to the other will cease immediately. The following Sections will survive expiration or termination of these Product Passthrough Terms: Sections 2.3, 3, 4.1, 5, 6.3, 7, 8 and 9. A

7. Limitation of Liability

7.1 LIABILITY. IN THIS SECTION 7, "**LIABILITY**" MEANS ANY LIABILITY, WHETHER UNDER CONTRACT, TORT, OR OTHERWISE, INCLUDING FOR NEGLIGENCE.

7.2 LIMITATIONS. SUBJECT TO SECTION 7.3 (EXCEPTIONS TO LIMITATIONS):

(A) NEITHER PARTY (NOR ITS LICENSORS OR SUPPLIERS) WILL HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO THESE PRODUCT PASSTHROUGH TERMS FOR:

(I) THE OTHER PARTY'S LOST PROFITS (WHETHER DIRECT OR INDIRECT);

(II) INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSSES (WHETHER OR NOT FORESEEABLE OR CONTEMPLATED BY THE PARTIES AT THE EFFECTIVE DATE); OR

(III) EXEMPLARY OR PUNITIVE DAMAGES; AND

(B) EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THESE PRODUCT PASSTHROUGH TERMS IS LIMITED TO FIVE THOUSAND USD ($5,0000).

7.3 EXCEPTIONS TO LIMITATIONS. NOTHING IN THESE PRODUCT PASSTHROUGH TERMS EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR:

(A) DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE OR THE NEGLIGENCE OF ITS EMPLOYEES OR AGENTS;

(B) FRAUD OR FRAUDULENT MISREPRESENTATION;

(C) BREACH OF SECTION 3 (CONFIDENTIAL INFORMATION);

(D) INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS;

(E) PAYMENT OF THE FEES AND APPLICABLE TAXES; OR

(F) MATTERS FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

8. Miscellaneous

8.1 **Force Majeure**. Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.

8.2 **No Waiver**. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under these Product Passthrough Terms.

8.3 **No Agency**. These Product Passthrough Terms does not create any agency, partnership, or joint venture between the parties.

8.4 **No Third Party Beneficiaries**. These Product Passthrough Terms does not confer any benefits on any third party unless it expressly states that it does.

8.5 **Equitable Relief**. Nothing in these Product Passthrough Terms will limit either party's ability to seek equitable relief.

8.6 **Counterparts**. The parties may enter into these Product Passthrough Terms in counterparts, including facsimile, PDF or other electronic copies, which taken together will constitute one instrument.

8.7 **Amendments**. Any amendment must be in writing, signed by both parties, and expressly state that it is amending these Product Passthrough Terms.

8.8 **Entire Agreement**. These Product Passthrough Terms sets out all terms agreed between the parties and supersedes all other agreements between the parties relating to its subject matter. In entering into these Product Passthrough Terms neither party has relied on, and neither party will have any right or remedy based on, any statement, representation or warranty (whether made negligently or innocently), except those expressly set out in these Product Passthrough Terms. The URL Terms are incorporated by this reference.

8.9 **Severability**. If any term (or part of a term) of these Product Passthrough Terms is invalid, illegal or unenforceable, the rest of the Agreement will remain in effect.

8.10 **Interpretation of Conflicting Terms**. If there is a conflict between any term of these Passthrough Terms, the Agreement and a term of an Order Form or the URL Terms, the following order of precedence will control: the Passthrough Terms, Order Form, the Agreement, and the URL Terms.

8.12 **Governing Law**. ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY RELATED GOOGLE PRODUCT OR SERVICE WILL BE GOVERNED BY CALIFORNIA LAW, EXCLUDING CALIFORNIA'S CONFLICT OF LAWS RULES, AND WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF SANTA CLARA COUNTY, CALIFORNIA, USA; THE PARTIES CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

9. Definitions

"**Administrators**" mean the Customer-designated technical personnel who access the TSS on Customer's behalf.

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by, or is under common control with, a party, where "control" means the ownership of, or the power to vote, at least twenty percent (20%) of the voting stock, shares or interests of such entity. An entity that otherwise qualifies under this definition will be included within the meaning of "Affiliate" even though it qualifies after the execution of these Product Passthrough Terms.

"**Brand Features**" means the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party, respectively, as secured by such party from time to time.

"**Confidential Information**" means information that one party (or an Affiliate) discloses to the other party under these Product Passthrough Terms, and that is marked as confidential or would normally be considered confidential information under the circumstances. It does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient, or that was lawfully given to the recipient by a third party.

"**Fees**" means the amounts invoiced to Customer for the TSS.

"**Help Center**" means the Provider help center accessible at http://support.google.com/chrome, or other such URL as Provider may provide.

"**Intellectual Property Rights**" means all current and future copyright, moral rights, patent rights, trade marks, database rights, rights relating to Confidential Information (including trade secrets) and any other intellectual property rights (registered or unregistered) throughout the world.

"**Order Form**" means the written or online order document indicating that Customer has signed up for the TSS, describing the following, including but not limited to: the SKU ordered; Fees; and quantity, that is submitted to Provider on Customer's behalf. Each Order Form is subject to the terms of these Product Passthrough Terms and the terms of the Agreement.

"**Provider**" means the third party provider of the TSS.

"**Taxes**" means any duties, customs fees, or taxes (other than Google's income tax) associated with the purchase of the TSS, including any related penalties or interest.

"**Term**" means the period of time specified on the Order Form during which Google will provide TSS.

"**Third Party Request**" means a request from a third party for records relating to Customer's or Customer's personnel's use of the TSS. Third Party Requests include lawful search warrants, court orders, subpoenas, other valid legal orders, or a
Customer's or an end user's written consent permitting the disclosure of records relating to such end user's use of the TSS.

"**TSS**" means the technical support services/Product specified in the Order Form.

"**TSS Guidelines**" means Google's then-current TSS guidelines for the TSS, available at https://www.google.com/chrome/terms/chrome-for-work-assist/index.html, or such other URL as Google may provide.

"**URL Terms**" means the Google Chrome Terms of Service available at http://www.google.com/chrome/intl/en_US/eula_text.html, or such other URL as Google may provide; the Google Chrome Privacy Notice located at https://www.google.com/intl/en/chrome/browser/privacy/, or such other URL as Google may provide; and the TSS Guidelines.

Google Cloud Master Agreement – Public Sector (Partner)

This Google Cloud Master Agreement is comprised of the Google Cloud Master Agreement General Terms ("General Terms"), and all Services Schedules that are incorporated by reference into the Google Cloud Master Agreement (collectively, the "Agreement").

Google Cloud Master Agreement General Terms

1. Services. After the Customer and Reseller and/or Distributor complete and execute an Order Form incorporating this Agreement, Google will provide the Services specified in the Order Form in accordance with the Agreement, including the SLAs, and Customer and its End Users may use the Services in accordance with the Services Schedule.

2. Customer Obligations.

2.1. Consents. Customer is responsible for any consents and notices required to permit (a) Customer's use and receipt of the Services and (b) Google's accessing, storing, and processing of data provided by Customer (including Customer Data, if applicable) under the Agreement.

2.2. Compliance. Customer will (a) ensure that Customer and its End Users' use of the Services complies with the Agreement, (b) use commercially reasonable efforts to prevent and terminate any unauthorized access or use of the Services, and (c) promptly notify Google of any unauthorized use of, or access to, the Services of which Customer becomes aware.

2.3. Use Restrictions. Customer will not, and will not allow End Users to, (a) copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract any of the source code of, the Services (except to the extent such restriction is expressly prohibited by applicable law); (b) sell, resell, sublicense, transfer, or distribute the Services; or (c) access or use the Services (i) for High Risk Activities; (ii) in a manner intended to avoid incurring Fees; (iii) for materials or activities that are subject to the International Traffic in Arms Regulations (ITAR) maintained by the United States Department of State; (iv) in a manner that breaches, or causes the breach of, Export Control Laws; or (v) to transmit, store, or process health information subject to United States HIPAA regulations except as permitted by an executed HIPAA BAA with Google (if approved), or an executed HIPAA BAA with Google's Reseller or Distributor.

3. RESERVED

4. Intellectual Property.

4.1. Intellectual Property Rights. Except as expressly described in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other's content or Intellectual Property. As between the parties, Customer retains all Intellectual Property Rights in Customer Data and Customer Applications, and Google retains all Intellectual Property Rights in the Services and Software.

4.2. Feedback. At its option, Customer may provide feedback and suggestions about the Services to Google ("Feedback"). If Customer provides Feedback, then Google and its Affiliates may use that Feedback without restriction and without obligation to Customer.

5. Confidentiality.

5.1. Use and Disclosure of Confidential Information. The Recipient will only use the Disclosing Party's Confidential Information to exercise its rights and fulfill its obligations under the Agreement, and will use reasonable care to protect against the disclosure of the Disclosing Party's Confidential Information. Notwithstanding any other provision in the Agreement, the Recipient may disclose the Disclosing

Party's Confidential Information (a) to its Delegates who have a need to know and who are bound by confidentiality obligations at least as protective as those in this Section 5 (Confidentiality); (b) with the Disclosing Party's written consent; or (c) subject to Section 5.2 (Legal Process), as strictly necessary to comply with Legal Process.

5.2. Legal Process. If the Recipient receives Legal Process for the Disclosing Party's Confidential Information, the Recipient will: (a) promptly notify the Disclosing Party prior to such disclosure unless the Recipient is legally prohibited from doing so; (b) attempt to redirect the third party to request it from the Disclosing Party directly; (c) comply with the Disclosing Party's reasonable requests to oppose disclosure of its Confidential Information; and (d) use commercially reasonable efforts to object to, or limit or modify, any Legal Process that the Recipient reasonably determines is overbroad, disproportionate, incompatible with applicable law, or otherwise unlawful. To facilitate the request in (b), the Recipient may provide the Disclosing Party's basic contact information to the third party. Google acknowledges that the Customer may be subject to and must comply with the Freedom of Information Act (FOIA) or similar Open Records/Sunshine law.

6. Marketing and Publicity. Customer may state publicly that it is a Google customer and display Google Brand Features in accordance with the Trademark Guidelines. Google may use Customer's name and Brand Features in online or offline promotional materials of the Services. Each party may use the other party's Brand Features only as permitted in the Agreement. Any use of a party's Brand Features will inure to the benefit of the party holding Intellectual Property Rights to those Brand Features.

7. RESERVED.

8. Disclaimer. Except as expressly provided for in the Agreement, to the fullest extent permitted by applicable law, Google (a) does not make any warranties of any kind, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular use, noninfringement, or error-free or uninterrupted use of the Services or Software and (b) makes no representation about content or information accessible through the Services.

9. Indemnification.

9.1. Google Indemnification Obligations. Google will defend Customer and its Covered Affiliates, and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from an allegation that the Google Indemnified Materials used in accordance with the Agreement infringe the third party's Intellectual Property Rights.

9.2. Customer Indemnification Obligations. Subject to applicable federal or state law, and without waiving sovereign immunity, Customer will defend Google and its Affiliates providing the Services and indemnify them against Indemnified Liabilities in any Third-Party Legal Proceeding to the extent arising from (a) any Customer Indemnified Materials or (b) Customer's or an End User's use of the Services in breach of the AUP or the Use Restrictions. This section will not apply if the Customer is prohibited from agreeing to any vendor indemnification requirement.

9.3. Indemnification Exclusions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) the indemnified party's breach of the Agreement or (b) a combination of the Google Indemnified Materials or Customer Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the combination is required by the Agreement.

9.4. Indemnification Conditions. Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) are conditioned on the following:

(a) Any indemnified party must promptly notify the indemnifying party in writing of any allegation(s) that preceded the Third-Party Legal Proceeding and cooperate reasonably with the indemnifying party to resolve the allegation(s) and Third-Party Legal Proceeding. If breach of this Section 9.4(a) prejudices the defense of the Third-Party Legal Proceeding, the indemnifying party's obligations under Section 9.1 (Google Indemnification Obligations) or 9.2 (Customer Indemnification Obligations) (as applicable) will be reduced in proportion to the prejudice.

(b) Any indemnified party must tender sole control of the indemnified portion of the Third-Party Legal Proceeding to the indemnifying party, subject to the following: (i) the indemnified party may appoint its own non-controlling counsel, at its own expense; and (ii) any settlement requiring the indemnified party to admit liability, pay money, or take (or refrain from taking) any action, will require the indemnified party's prior written consent, not to be unreasonably withheld, conditioned, or delayed.

9.5 Remedies.

(a) If Google reasonably believes the Services might infringe a third party's Intellectual Property Rights, then Google may, at its sole option and expense, (i) procure the right for Customer to continue using the Services, (ii) modify the Services to make them non-infringing without materially reducing their functionality, or (iii) replace the Services with a non-infringing, functionally equivalent alternative.

(b) If Google does not believe the remedies in Section 9.5(a) are commercially reasonable, then Google may Suspend or terminate the impacted Services. If Google terminates Services under this Section 9.5 (Remedies), then upon Customer request (i) Google will refund to Customer any unused prepaid Fees that Customer paid to Google for use of the terminated Services, and (ii) if Customer has made financial commitments in an Order Form or addendum to the Agreement, then Google will agree to amend such commitments proportional to Customer's spend on the terminated Services in the year preceding the termination of the Services. For Federal Customers, if Google does not believe the remedies in Section 9.5(a) are commercially reasonable, the parties recognize that the provisions of 28 U.S.C.§ 1498 will apply to the resolution of any patent or copyright claim made by the patent or copyright owner.

9.6 Sole Rights and Obligations. Without affecting either party's termination or Suspension rights, this Section 9 (Indemnification) states the parties' sole and exclusive remedy under the Agreement for any third-party allegations of Intellectual Property Rights infringement covered by this Section 9 (Indemnification).

10. Liability.

10.1 Limited Liabilities.

(a) To the extent permitted by applicable law and subject to Section 10.2 (Unlimited Liabilities), neither party will have any Liability arising out of or relating to the Agreement for any
(i) indirect, consequential, special, incidental, or punitive damages or
(ii) lost revenues, profits, savings, or goodwill.

(b) Each party's total aggregate Liability for damages arising out of or relating to the Agreement is limited to the Fees Customer paid under the applicable Services Schedule during the 12 month period before the event giving rise to Liability.

10.2 Unlimited Liabilities. Nothing in the Agreement excludes or limits either party's Liability for:

(a) death, personal injury, or tangible personal property damage resulting from its negligence or the negligence of its employees or agents;

(b) its fraud or fraudulent misrepresentation;
(c) its obligations under Section 9 (Indemnification);
(d) its infringement of the other party's Intellectual Property Rights;
(e) its payment obligations under the Agreement; or
(f) matters for which liability cannot be excluded or limited under applicable law.

11. Term and Termination.

11.1 Agreement Term. The Agreement, unless it expires or terminates according to the Reseller Agreement or Distributor Agreement, will remain in effect for the contract period as described in the applicable Reseller Agreement or Distributor Agreement (the "Term").

11.2 Termination for Convenience. Subject to any financial commitments in an Order Form or addendum to the Agreement, Customer may terminate the Agreement or an Order Form for convenience with 30 days' prior written notice to Reseller or Distributor.

11.3 RESERVED.

11.4 Effects of Termination. If the Agreement terminates, then all Services Schedules and Order Forms also terminate. If an Order Form terminates or expires, then after that Order Form's termination or expiration effective date, (a) all rights and access to the Services under that Order Form will terminate (including access to Customer Data, if applicable), unless otherwise described in the applicable Services Schedule, and (b) Reseller or Distributor will send Customer a final invoice (if applicable) for payment obligations under that Order Form. Termination or expiration of one Order Form will not affect other Order Forms.

11.5 Survival. The following Sections will survive expiration or termination of the Agreement: Section 4 (Intellectual Property), Section 5 (Confidentiality), Section 8 (Disclaimer), Section 9 (Indemnification), Section 10 (Liability), Section 11 (Term and Termination), Section 12 (Miscellaneous), Section 13 (Definitions), and any additional sections specified in the applicable Services Schedule.

12. Miscellaneous.

12.1 Notices. Under the Agreement, notices to Customer must be sent to the Notification Email Address and notices to Google must be sent to legal-notices@google.com. Notice will be treated as received when the email is sent. Customer is responsible for keeping its Notification Email Address current throughout the Term.

12.2 Emails. The parties may use emails to satisfy written approval and consent requirements under the Agreement.

12.3 RESERVED.

12.4 RESERVED.

12.5 Force Majeure. Neither party will be liable for failure or delay in performance of its obligations to the extent caused by circumstances beyond its reasonable control, including acts of God, natural disasters, terrorism, riots, or war.

12.6 Subcontracting. Google may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

12.7 No Agency. The Agreement does not create any agency, partnership, or joint venture between the parties.

12.8 No Waiver. Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Agreement.

12.9 Severability. If any part of the Agreement is invalid, illegal, or unenforceable, the rest of the Agreement will remain in effect.

12.10 No Third-Party Beneficiaries. The Agreement does not confer any rights or benefits to any third party unless it expressly states that it does.

12.11 Equitable Relief. Nothing in the Agreement will limit either party's ability to seek equitable relief.

12.12 RESERVED.

12.13 Amendments. Except as specifically described otherwise in the Agreement, any amendment to the Agreement must be in writing, expressly state that it is amending the Agreement, and be signed by Customer and Reseller.

12.14 Independent Development. Nothing in the Agreement will be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject of the Agreement, provided that the party does not breach its obligations under the Agreement in doing so.

12.15 URL Terms. The URL Terms are incorporated by reference into the Agreement.

12.16 Conflicting Terms. If there is a conflict among the documents that make up the Agreement, then the documents will control in the following order (of decreasing precedence): the Data Processing Addendum, the applicable Services Schedule, the General Terms, and the other URL Terms.

12.17 Conflicting Languages. If the Agreement is translated into any other language, and there is a discrepancy between the English text and the translated text, the English text will control.

12.18 RESERVED.

12.19 RESERVED.

12.20 Headers. Headings and captions used in the Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

12.21 Federal Customers. The Services were developed solely at private expense and are "commercial services," "commercial items," "commercial computer software," and "commercial computer software documentation," as those terms are defined within Section 2.101 of the Federal Acquisition Regulation ("FAR") and any applicable agency supplements to the FAR.

13. Definitions.

"Affiliate" means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a party.

"AUP" means Google's acceptable use policy as defined in the applicable Services Schedule (if applicable).

"BAA" or "Business Associate Agreement" is an amendment to the Customer's Reseller Agreement or Distributor Agreement, or an executed HIPAA BAA with Google (if approved) covering the handling of Protected Health Information (as defined in HIPAA).

“Brand Features” means each party’s trade names, trademarks, logos, domain names, and other distinctive brand features.

“Confidential Information” means information that one party or its Affiliate (“Disclosing Party”) discloses to the other party (“Recipient”) under the Agreement, and that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data is Customer’s Confidential Information. Confidential Information does not include information that is independently developed by the Recipient, is shared with the Recipient by a third party without confidentiality obligations, or is or becomes public through no fault of the Recipient.

“Control” means control of greater than 50% of the voting rights or equity interests of a party.

“Covered Affiliate” has the meaning described in the Services Schedule (if applicable).

“Customer” means the party executing an Order Form with a Reseller for Google Services as described in the Agreement.

“Customer Application” has the meaning described in the Services Schedule (if applicable).

“Customer Data” has the meaning described in the Services Schedule (if applicable).

“Customer Indemnified Materials” has the meaning described in the applicable Services Schedule.

“Delegates” means the Recipient’s employees, Affiliates, agents, or professional advisors.

“Distributor” means an entity authorized by Google to distribute the Services to a Reseller for resale to federal, state, or local government entities of the United States (or representatives of such entities).

“Distributor Agreement” means, if applicable, the separate agreement between Customer and Distributor regarding the Services. The Distributor Agreement is independent of and outside the scope of these Terms.

“Effective Date” means the date of the last party’s signature of the General Terms (or other applicable ordering document that incorporates the General Terms).

“End User” or “Customer End User” has the meaning described in the Services Schedule (if applicable).

“Export Control Laws” means all applicable export and re-export control laws and regulations, including (a) the Export Administration Regulations (“EAR”) maintained by the U.S. Department of Commerce, (b) trade and economic sanctions maintained by the U.S. Treasury Department’s Office of Foreign Assets Control, and (c) the International Traffic in Arms Regulations (“ITAR”) maintained by the U.S. Department of State.

“Fees” means the product of the amount of Services or Software used or ordered by Customer multiplied by the Prices, plus any applicable Taxes. Fees will be described in the Customer’s Reseller Agreement or Distributor Agreement.

“Google” means Google LLC and its Affiliates, including Google Public Sector LLC.

“Google Indemnified Materials” has the meaning described in the applicable Services Schedule.

“High Risk Activities” means activities where the use or failure of the Services would reasonably be expected to result in death, serious personal injury, or severe environmental or property damage (such as the creation or operation of weaponry).

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as it may be amended from time to time, and any regulations issued under it.

“including” means including but not limited to.

“Indemnified Liabilities” means any (a) settlement amounts approved by the indemnifying party, and (b) damages and costs finally awarded against the indemnified party by a court of competent jurisdiction.

“Intellectual Property” or “IP” means anything protectable by an Intellectual Property Right.

“Intellectual Property Right(s)” means all patent rights, copyrights, trademark rights, rights in trade secrets (if any), design rights, database rights, domain name rights, moral rights, and any other intellectual property rights (registered or unregistered) throughout the world.

“Legal Process” means an information disclosure request made under law, governmental regulation, court order, subpoena, warrant, or other valid legal authority, legal procedure, or similar process.

“Liability” means any liability, whether under contract, tort (including negligence), or otherwise, regardless of whether foreseeable or contemplated by the parties.

“Notification Email Address” has the meaning described in the applicable Services Schedule.

“Order Form” has the meaning described in the applicable Services Schedule.

“Order Term” means the period of time starting on the Services Start Date for the Services and continuing for the period indicated on the Order Form unless terminated in accordance with the Agreement.

“Prices” has the meaning described in the applicable Reseller Agreement or Distributor Agreement.

“Reseller Agreement” means the separate agreement between Customer and Reseller regarding the Services. The Reseller Agreement is independent of and outside the scope of This Agreement.

“Reseller” means, if applicable, the authorized non-Affiliate third party reseller that sells Google Services to Customer.

“Service Level Agreement” or “SLA” has the meaning described in the Services Schedule (if applicable).

“Services” has the meaning described in the applicable Services Schedule.

“Services Schedule(s)” means a schedule to the Agreement with terms that apply only to the services and software (if applicable) described in that schedule.

“Services Start Date” means either the start date described in the Order Form or, in the absence of any such date, the date Google makes the Services available to Customer.

“Software” has the meaning described in the Services Schedule (if applicable).

“Suspend” or “Suspension” means disabling or limiting access to or use of the Services or components of the Services.

“Taxes” means all government-imposed taxes, except for taxes based on Google’s net income, net worth, asset value, property value, or employment.

“Third-Party Legal Proceeding” means any formal legal proceeding filed by an unaffiliated third party before a court or government tribunal (including any appellate proceeding).

“Trademark Guidelines” means Google’s Brand Terms and Conditions described at https://www.google.com/permissions/trademark/brand-terms.html.

“URL” means a uniform resource locator address to a site on the internet.

“URL Terms” has the meaning described in the Services Schedule (if applicable).

“Use Restrictions” means the restrictions in Section 2.3 (Use Restrictions) of these General Terms and any additional restrictions on the use of Services described in a section entitled “Additional Use Restrictions” in the applicable Services Schedule.

Google Cloud Master Agreement
Implementation Services Schedule

This Implementation Services Schedule (the "Services Schedule") supplements and is incorporated by reference into the Google Cloud Master Agreement. This Services Schedule applies to implementation and advisory services described in this Services Schedule that are designed to help Customer use Google products and services. Terms defined in the General Terms apply to this Services Schedule.

1. Services.

1.1 Provision of Services. Google will provide Services, including Deliverables, to Customer, subject to Customer fulfilling its obligations under Section 2.1 (Cooperation).

1.2 Training Services. Customer may order Training Services for use in connection with the Services. Training Services are subject to the Training Terms.

1.3 Invoices and Payment. Customer will pay all Fees for Services ordered under this Services Schedule. Fees for some Services may be non-cancellable, as specified in the Order Form.

1.4 Personnel. Google will determine which Personnel will perform the Services. If Customer requests a change of Personnel and provides a reasonable and lawful basis for such request, then Google will use commercially reasonable efforts to replace the assigned Personnel with alternative Personnel.

1.5 Compliance with Customer's Onsite Policies and Procedures. Google Personnel performing Services at Customer's facilities will comply with Customer's reasonable onsite policies and procedures made known to Google in writing in advance.

2. Customer Obligations.

2.1 Cooperation. Customer will provide reasonable and timely cooperation in connection with Google's provision of the Services. Google will not be liable for a delay caused by Customer's failure to provide Google with the information, materials, consents, or access to Customer facilities, networks, or systems required for Google to perform the Services. If Reseller, Distributor or Google informs Customer of such failure and Customer does not cure the failure within 30 days, then (a) Reseller, Distributor or Google may terminate any incomplete Services and (b) in addition to Fees in Section 6(b) (Effect on Payment), Customer will pay actual costs incurred by Reseller, Distributor or Google for the cancelled Services.

2.2 No Personal Data. Customer acknowledges that Google does not need to process Personal Data to perform the Services. Customer will not provide Google with access to Personal Data unless the parties have agreed in a separate agreement on the scope of work and any terms applicable to Google's processing of such Personal Data.

1.1 Customer will reimburse expenses (a) specifically described in the applicable Reseller Order Form; or (b) up to the amounts specified as "expenses" in the applicable Reseller Order Form that are actual, reasonable, and necessary.

2. Intellectual Property.

2.1 Background IP. Customer owns all rights, title, and interest in Customer's Background IP. Google owns all rights, title, and interest in Google's Background IP. Customer grants Google a license to use Customer's Background IP to perform the Services (with a right to sublicense to Google Affiliates and subcontractors). Except for the license rights under Sections 3.2 (Google Technology) and 3.3 (Deliverables), neither party will acquire any right, title, or interest in the other party's Background IP under this Services Schedule.

2.2 Google Technology. Google owns all rights, title, and interest in Google Technology. To the extent Google Technology is incorporated into Deliverables, Google grants Customer a limited, worldwide, non-exclusive, perpetual, non-transferable license (with the right to sublicense to Affiliates) to use the Google Technology in connection with the Deliverables for Customer's internal business purposes. This Services Schedule does not grant Customer any right to use materials, products, or services that are made available to Google customers under a separate agreement, license, or Services Schedule.

2.3 Deliverables. Google grants Customer a limited, worldwide, non-exclusive, perpetual, fully-paid, non-transferable license (with the right to sublicense to Affiliates) to use, reproduce, and modify the Deliverables for Customer's internal business purposes.

3. Warranties and Remedies.

3.1 Google Warranty. Google will perform the Services in a professional and workmanlike manner, in accordance with practices used by other service providers performing services similar to the Services. Google will use Personnel with requisite skills, experience, and qualifications to perform the Services.

3.2 Remedies. Google's entire liability and Customer's sole remedy for Google's failure to provide Services that conform with Section 4.1 (Google Warranty) will be for Google to, at its option, (a) use commercially reasonable efforts to re-perform the Services or (b) terminate the Order Form and refund any applicable Fees received for the nonconforming Services. Any claim that Google has breached the warranty as described in Section 4.1 (Google Warranty) must be made within 30 days after Google has performed the Services.

4. Indemnification.

4.1 Indemnification Exclusions. General Terms Sections 9.1 (Google Indemnification Obligations) and 9.2 (Customer Indemnification Obligations) will not apply to the extent the underlying allegation arises from (a) modifications to the Google Indemnified Materials or Customer Indemnified Materials (as applicable) by anyone other than the indemnifying party or (b) compliance with the indemnified party's instructions, design, or request for customized features.

4.2 Infringement Remedies. The remedies described in General Terms Section 9.5 (Remedies) also apply to Deliverables.

5. Effects of Termination. If this Services Schedule or an Order Form under this Services Schedule expires or terminates, then:

(a) Effect on Services. The rights under the Agreement granted by one party to the other regarding the Services will cease immediately except as described in this Section 6 (Effects of Termination), and Google will stop work on the Services.

(b) Effect on Payment. Customer will pay for (i) Services, including work-in-progress, performed before the effective date of termination or expiration and (ii) any remaining non-cancellable Fees. Google, Reseller, or Distributor will send Customer a final invoice for payment obligations under the Order Form.

(c) Survival. The following Sections of this Schedule will survive expiration or termination of this Services Schedule: 3 (Intellectual Property), 5 (Indemnification), 6 (Effects of Termination), and 9 (Additional Definitions).

6. RESERVED.

7. Termination of Previous Agreements. If Reseller, Distributor or Google and Customer have

previously entered into an agreement for Google to perform similar implementation services (including a Professional Services Agreement), then that agreement will terminate on the date of the last party's signature effectuating this Services Schedule, and the Agreement will govern the provision and use of the Services going forward.

8. Additional Definitions.

"Background IP" means all Intellectual Property Rights owned or licensed by a party (a) before the effective date of the applicable Order Form or (b) independent of the Services.

"Covered Affiliate" means an Affiliate receiving the Services under this Services Schedule.

"Customer Indemnified Materials" means (a) Customer Background IP and any other information, materials, or technology provided to Google by Customer in connection with the Services (in each case, excluding any open source software) and (b) Customer's Brand Features. Customer Indemnified Materials do not include Google Technology or Deliverables.

"Deliverables" means work product created for Customer by Google Personnel as part of the Services and specified as Deliverables in an Order Form.

"Google Indemnified Materials" means (a) Deliverables and Google Technology (in each case, excluding any open source software) or (b) Google's Brand Features. Google Indemnified Materials do not include Customer Background IP.

"Google Technology" means (a) Google Background IP; (b) all Intellectual Property and know-how applicable to Google products and services; and (c) tools, code, algorithms, modules, materials, documentation, reports, and technology developed in connection with the Services that have general application to Google's other customers, including derivatives of and improvements to Google's Background IP. Google Technology does not include Customer Background IP or Customer Confidential Information.

"Notification Email Address" means the email address(es) designated by Customer in the applicable Order Form.

"Order Form" means an order form, statement of work, or other document issued by Reseller, Distributor, or Google under the Agreement, including data sheets associated with Services described in the order form, and executed by Customer and Reseller or Distributor, specifying the Services Google will provide to Customer.

"Personal Data" means personal data that: (a) has the meaning given to it in: (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("EU GDPR"); or (ii) the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018, if in force ("UK GDPR"), as applicable; and (b) would cause Google to be subject to the EU GDPR or the UK GDPR (as applicable) as a data processor for Customer.

"Personnel" means a party's and its Affiliates' respective directors, officers, employees, agents, and subcontractors.

"Prices" means the applicable prices described in the applicable Reseller Agreement or Distributor Agreement.

"Services" means the then-current advisory and implementation services described at https://g.co/cloudpsoterms and an applicable Order Form and similar advisory or implementation services designed to help Customer use Google products and services. Services do not include Training Services.

"Training Services" means education and certification services related to Google products and services for individual users, as more fully described in an applicable Order Form. Training Services do not include

Deliverables.

“Training Terms” means the then-current terms applicable to Training Services described at https://enterprise.google.com/terms/training-services.htm

Google Cloud Master Agreement – Public Sector

AI Services Addendum to the Implementation Services Schedule

This AI Services Addendum (the "Addendum") supplements and is incorporated by reference into the Implementation Services Schedule ("Services Schedule") of the Google Cloud Master Agreement for Public Sector (the "Agreement"). This Addendum applies to implementation and advisory services that are designed to help Customer use Google Cloud's artificial intelligence and machine learning products and services. Terms defined in the Agreement apply to this Addendum.

1. Services.

1.1 The Addendum allows Customer to purchase (1) AI Implementation Services and/or (2) Subscription Services. GCP Services included as part of a Solution are governed by the Google Cloud Platform Agreement, except with respect to Section 1.2 (Solution) and applicable definitions in Section 9 (Definitions) of the Addendum.

1.2 Solution. A Solution is Google Technology. Components of a Solution that are GCP Services remain subject to the Google Cloud Platform Agreement, including Services Specific Terms located at https://cloud.google.com/terms/service-terms.

2. Customer Training Data. Customer is responsible for the cost of procuring and preparing Customer Training Data, including data labeling, unless otherwise agreed in an Order Form. Google may review Customer Training Data for quality assurance purposes.

3. RESERVED

4. Warranties and Remedies.

4.1 Additional Customer Warranties. Customer will not use the Solution to make decisions solely by automated means.

4.2 Remedies. AI Implementation Services included in Subscription Services are not subject to the Remedies subsection of the Warranties and Remedies Section of the Services Schedule, as applicable. Any claim that Google has breached the performance warranty described in the Warranties subsection of the Services Schedule must be made during the term of the applicable Subscription Services. Google will use commercially reasonable efforts to re-perform AI Implementation Services during the term of the applicable Subscription Services.

5. Limitation of Liability for Subscription Services. Notwithstanding anything to the contrary in the Agreement, the total aggregate liability for Subscription Services, including AI Implementation Services included in Subscription Services, will be the limitation of liability in the Google Cloud Master Agreement.

6. Termination.

6.1 Termination of Services Schedule or Agreement. If the Services Schedule or Agreement terminates or expires, the terms of the Addendum will continue to apply to effective Order Forms under the Addendum if the Google Cloud Master Agreement remains in effect.

6.2 Termination of Google Cloud Platform Agreement. If the Google Cloud Master Agreement terminates or expires, the Addendum and any Order Form subject to the Addendum also terminates or expires.

6.3 Survival. The following Sections of the Addendum will survive expiration or termination of the Addendum: 1.2 (Solution), 4 (Warranties and Remedies), 5 (Limitation of Liability for Subscription Services), 6 (Termination), 8 (Conflicting Terms), and 9 (Additional Definitions).

7. Termination of Previous Agreements. If Customer has an effective agreement for Google to perform similar implementation or development services for Google Cloud's artificial intelligence and machine learning products and services (including any Advanced Solutions Lab agreement) ("Prior Agreement"), then the Prior Agreement will hereby terminate and this Addendum will govern the provision and use of AI Implementation Services and Solutions going forward. The terms of the Prior Agreement will continue to apply to order forms or project plans in effect under the Prior Agreement at the time of termination until the termination or expiration of the applicable order form or project plan.

8. Conflicting Terms. If there is a conflict among the documents that make up the Addendum, then the documents will control in the following order: the applicable Order Form, this Addendum, the Agreement for AI Implementation Services, the Google Cloud Platform Services Schedule, and the General Terms.

9. Additional Definitions.

"AI Implementation Services" means then-current advisory and implementation services described at g.co/cloudpsoterms designed to help Customer use Google Cloud's artificial intelligence and machine learning products and services. AI Implementation Services do not include Training Services. For purposes of the Agreement, AI Implementation Services has the same meaning as "Services".

"Customer Training Data" means data provided by Customer to Google to train a machine learning model as part of the Services. Customer Training Data is Customer Background IP and Customer Confidential Information.

"GCP Services" means the then-current services described in the Google Cloud Platform Services Schedule.

"Google Cloud Master Agreement" means the applicable terms between Customer and Google governing Customer's use of GCP Services.

“Solution” means the combination of GCP Services and Google Technology that comprise the machine learning model, supporting code, and pipelines made available to Customer by Google under this Addendum. A Solution does not include Customer Training Data.

“Subscription Services” means an offering that allows a Customer to use a Solution and receive AI Implementation Services as a combined offering on a subscription basis. Except for GCP Services included as part of a Solution, for purposes of the Agreement, Subscription Services has the same meaning as “Services”.

Contract Insight® Enterprise Software License and Hosting Services Agreement

This CobbleStone® Software license agreement ("Agreement") is entered into and by and between CobbleStone Systems Corp. d/b/a CobbleStone Software ("Company") located at 428 South White Horse Pike, Lindenwold, NJ 08021 and the below signed party ("Licensee"), (each a "Party" and collectively the "Parties").

1. DEFINITIONS

"Activation" means the point in time in which Licensee is provided with credentials to login and access the production instance (or other particular instance as referenced in Exhibit A) of the Licensed Software.

"Concurrent End User" means a user account that is currently logged into the Licensed Software during the Server Session time-out period. The total number of End Users under a Concurrent End User license model is the total number of users logged into the system during a Server Session time-out period.

"Documentation" means the user guides, online help/wiki, release notes, and training materials provided by Company to Licensee in connection with the SaaS Services, as updated and amended from time to time.

"Downtime" means the system being inaccessible for greater than fifteen continuous minutes between two independent locations (independent points of presence over the internet) from the application's external IP (internet protocol) address via http or https port and not accessible during the same fifteen continuous minutes time span.

"End User" means either the Named End User or Concurrent End User definitions herein, respective to the license model (concurrent or named) purchased in Exhibit A. The total End Users shall be defined in accordance with the total number of either Named End Users or Concurrent End Users utilizing the system in accordance with their respective definitions above indicated by license model purchased in Exhibit A.

"Licensed Software" means Company's proprietary Contract Insight application software and/or website, including all features, functions, and add-on modules purchased or obtained from Company. Licensed Software includes any modifications, Updates, Upgrades, patches, services thereto, derivative works, and Feedback related to such software. The Licensed Software is considered delivered upon Activation.

"Licensee" means the customer designated as such above and includes its End Users.

"Named End User" means a user account that is set to active within the Licensed Software regardless of whether the user is actively using the system or not. The total number of End Users under a Named End User license model is the total number of activated users regardless of whether the user is actively logged in or not.

"Priority Downtime" means the timeframe Company reserves for the right to temporarily suspend services without notice to respond in an effort to protect Licensee's data, apply emergency fixes, respond to hack attempts, data security events, other attacks, or viruses, protect the data center, and to respond to regulations as per applicable law.

"Professional Services" means the services identified as "Optional" services in Exhibit A, including training, implementation, integration, data migration, enhanced support, software escrow, and other such technical services. Professional Services, if purchased, are considered delivered when the service is performed in accordance with the items purchased in Exhibit A. Professional Services will be mutually scheduled between the Parties. Any services not purchased under Exhibit A are specifically excluded unless mutually agreed to in writing via a valid purchase order, service agreement, or amendment to this Agreement. Professional Services do not include SaaS Services.

"SaaS Services" means the services purchased by Licensee in Exhibit A, including (i) limited access to and use of the Licensed Software, (ii) hosting services, (iii) standard support/maintenance services, and (iv) other similar services provided by Company in accordance with the Documentation. SaaS Services do not include Professional Services.

"Scheduled Maintenance" means the daily time period that Company reserves to perform routine and scheduled maintenance on the data center, services, servers, operating systems patches, backups, upgrades, software, and other system maintenance. The system or Licensed Software application's performance and response time may be slow or temporarily inaccessible during the Scheduled Maintenance window period. Company's daily Scheduled Maintenance is between 1:00 AM and 4:00 AM in the time zone in which Licensee's assigned data center is located.

"Server Session" means the time-out period set on the Licensed Software server that defines the length in time in minutes a user can remain in the system during a user's active and inactive period.

"Services" means, collectively, Professional Services and SaaS Services.

"Update" means any engineering patch intended to fix bugs and errors in the Licensed Software.

"Upgrade" means a software patch or improvement provided by Company that replaces or improves a version of the Licensed Software with a newer version of the purchased Licensed Software.

2. DESCRIPTION OF SERVICES

Company will provide the following Services either directly or by acquiring them from third parties:

2.1 **Application Hosting Services.** Company will provide to Licensee the Licensed Software over the internet as a software-as-a-service (SaaS) from Company's or Company-retained third-party data center to the publicly facing internet connection IP address. Company will provide access to a single instance of the software application as specified in Exhibit A. Additional instances are excluded unless specified in Exhibit A. The Activation date for the Licensed Software will occur within fifteen (15) days (or as agreed to in writing between the Parties) after the execution of this Agreement, provided that Licensee timely supplies all necessary information to Company.

2.2 **Service Levels.** The production instance of the Licensed Software will be available from the web application server 99.9% of the time excluding Scheduled Maintenance, Priority Downtime, and Emergency Suspension (as described below) to perform server and data center maintenance. Response times are commensurate with the user's connection speed; for example, an average response time of a 1 MB file with a user connection speed of 1.544 Mbps would be seven (7) seconds that may vary based on a user's computer speed, hardware, memory, diskspace and specifications. The application web service is defined as an http or https response from Company's server to the gateway IP address externally available to the Internet. Company will use commercially reasonable efforts to ensure the reliability and availability of SaaS Services under Company's control; however, due to internet complexities, specific user's hardware, operating system, processing speed, computer memory, internet connection, and items beyond the control of Company, Company cannot guarantee or warrant any specific level of availability to a user's computer. In the event there is a documented outage reported by Licensee and confirmed by Company and the Service Levels have not been met, Company shall issue to Licensee a credit in accordance with the purchased Service Levels. In no event will Company's maximum credit or liability to Licensee or any third party exceed the equivalent of the license fees paid for the month in which the outage occurred. Service Levels obligations and credit requirements shall apply only to production instances of the Licensed Software.

2.3 **Emergency Suspension.** For emergency purposes, Company shall have the right to temporarily suspend Services to apply emergency fixes and support at any time as deemed necessary by Company.

2.4 **Maintenance Support.** Company will provide support to Licensee related to the Licensed Software product features. This will consist of responding to submitted support tickets as reasonably required to make Licensed

Software perform as per its Documentation. Unless other support levels are purchased, the standard hours of support are 9:00 AM to 8:00 PM Monday through Friday (Eastern Time U.S.A.), exclusive of United States federal holidays. Emergency support includes 24-hour, 7-day support for mission critical problems with a targeted response time consistent with problem severity as designated by Company. Maintenance support will be provided in English unless translation services are specifically purchased in Exhibit A. Maintenance support excludes training, formal consulting services, and specific work relating to Licensee without an approved work order unless specifically purchased in Exhibit A. All other services will be provided on a fee basis.

2.5 **Additional Services.** Professional Services as purchased in accordance with Exhibit A shall be delivered based on the hours or items purchased and as per the requirements stated in Exhibit A. Scheduling for such Professional Services will be mutually agreed to between the Parties in advance and may be changed as mutually agreed to between the Parties. Any items not purchased in Exhibit A are specifically excluded from any deliverables. Charges for additional products or services as set forth in any subsequent purchase order or change order shall be as set forth in that agreement and subject to Company's then-current rates and policies. Licensee will provide the necessary resources and staff in a timely manner to: provide adequate requirements and business rules for configuration services (if purchased); attend training (if purchased); provide data in a standard format (if data import services are purchased); secure licenses to third-party products (if applicable); support the required integrations (if purchased); and administer the system successfully.

2.6 **Data Backups and Extracts.** "Backups" are defined as the standard data backup services provided by Company, which include rolling thirty (30) day daily, off-site backups. Company will use commercially reasonable efforts to ensure the reliability of Backups; however, Company cannot guarantee or warrant any specific level of service as related to Backups. In the event of a major disaster, recovery actions begin upon declaring a disaster and total recovery may take between twenty-four (24) and seventy-two (72) hours commensurate with the level of disaster. At Licensee's request, but no more than once annually, Company will provide one (1) data extract or full restore within fifteen (15) days after such request in writing or otherwise as agreed to in writing between Parties. Additional extracts or restores may be purchased separately.

3. TERM AND TERMINATION

3.1 **Term.** The initial term of this Agreement shall be twelve (12) months from the date of Activation, or on the date last signed by the Parties, whichever is later, unless terminated as provided herein. After the expiration of each annual term, this Agreement may be renewed for successive twelve (12) month terms by written agreement or by Licensee's payment of a renewal invoice.

3.2 **Termination.** Licensee may terminate this Agreement for any reason with thirty (30) days' written notice to Company. Either Party may terminate this Agreement immediately upon a material breach by the other Party that has not been cured within thirty (30) days after receipt of notice of such breach.

3.3 **Effect of Termination.** Upon termination or expiration of this Agreement:

(a) Company may immediately cease providing the SaaS Services and all license rights granted to Licensee under this Agreement shall terminate;

(b) Licensee shall automatically consent to the termination of any software escrow agreement (if purchased) for the Licensed Software;

(c) Licensee shall pay to Company all amounts due for Services provided prior to the date of termination for which Company has not yet been paid;

(d) Unless terminated due to a breach by Licensee, Company shall refund to Licensee any pre-paid, unused fee amounts for the portion of the contract term remaining, less any amounts due to Company by Licensee as per subsection (c); and

(e) Company will retain Licensee's data for thirty (30) days after termination; thereafter, Company may decommission and purge Licensee's data. Within fifteen (15) days after the effective date of the termination, or otherwise as agreed to between the Parties in writing, Company will provide one (1) extract of Licensee's data to Licensee.

4. PRICING AND PAYMENT

4.1 **Invoicing and Payments.** Licensee will be invoiced for license fees, annual support/maintenance fees, and the one-time deployment fee upon Activation. Licensee will be invoiced monthly for Professional Services performed that month. For usage or commitment plan based pricing (if specified in Exhibit A), Company shall invoice Licensee for the total amount of the committed or usage plan in the amounts and quantities specified in Exhibit A. For usage that is over the volume specified in Exhibit A, Company may invoice Licensee at the current plan's unit price specified in Exhibit A for the usage levels that month that exceed the current plan specified in Exhibit A. Document storage and usage calculations may be calculated monthly and invoiced each month based on the current usage levels per month.

Pricing for license fees and other annualized fees during the first twelve (12) months will remain fixed at rates specified in Exhibit A based on volume purchased. Rate increases (if any) for license fees and annualized fees after the first twelve (12) months are capped and will not exceed five percent (5%) per year, which shall include increasing disk space / data usage in the Licensee's database, continued backups of Licensee data, new system features for licensed modules, system patches, support, data center improvements, overhead, changes to improve system performance, and replacement of aging hardware. After the first twelve (12) months, Company may increase its charges upon thirty (30) days' notice via invoice subject to any rate cap set forth herein.

All pricing and currency amounts are expressed in United States Dollars. Payment is due within forty (40) days of Licensee's receipt of any valid invoice from Company, in accordance with s. 215.422(3)(b), Florida Statutes. Unless expressly provided otherwise, all fees paid by Licensee are non-refundable. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

4.2 **Past Due Payments.** Licensee is in material breach of this Agreement, and Company may suspend or terminate the SaaS Services, if payments for valid invoices are not made in accordance with the payment terms stated herein. Suspension of the SaaS Services shall not release Licensee of its payment obligations under this Agreement. Interest charges of 1.50% per month (or the highest rate permissible under Florida law, if less) may accrue daily on amounts not received when due.

4.3 **Tariff/Tax Applicability.** In the event that any items ordered by Licensee are or become subject to a tax or tariff, Licensee will pay or reimburse Company for any tariff fees, taxes, and other charges imposed as a result of this Agreement, including sales and use taxes, duties, or levies imposed by any authority, government, or government agency (excluding taxes on real estate owned by Company or taxes levied on Company's net income).

5. TITLE AND LICENSING

5.1 **Intellectual Property.** Unless expressly provided otherwise, Company retains all ownership of and intellectual property rights in and to the Licensed Software, Documentation, and Services, including without limitation copyrights, trademarks, and trade secrets, and all modifications, enhancements, changes, and additions thereto (whether initiated by Company or in response to Licensee's request) (collectively, "Company IP"). To the extent Licensee acquires rights in Company IP, Licensee assigns such rights to Company. All Company IP constitutes valuable trade secrets of Company and shall be considered Confidential Information.

5.2 **Licensee Data.** Unless expressly provided otherwise, Licensee retains all right, title, and interest in any proprietary or confidential materials provided to Company by Licensee in connection with Company's provision of the Services (collectively, "Licensee Data"). All Licensee Data shall be considered Confidential Information. Licensee is solely responsible for ensuring that any Licensee Data input to the Licensed Software does not infringe or

misappropriate the copyright, trademark, trade secret, or other intellectual property rights of any third party or contain obscene or malicious content. Company is not liable for the content of Licensee Data.

5.3 **License Grant.** Subject to and conditioned on the terms of this Agreement, including requirements for payment of license fees, Company hereby grants to Licensee a non-exclusive, non-transferable, and non-sublicensable right to access and use the Licensed Software and Documentation, as specified in Exhibit A. Licensee acknowledges that the Licensed Software is being licensed, not sold.

5.4 **Limitations of Use.** Company reserves all rights not expressly granted in this Agreement. Licensee may not: (i) copy, rent, lease, sell, provide unlicensed access to, or otherwise transfer or distribute the Licensed Software or Documentation to others; (ii) reverse assemble, reverse compile, or otherwise attempt to create or modify the source code from the Licensed Software; (iii) utilize Licensed Software for more End Users than the number of licenses for which it has paid a license fee; (iv) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Licensed Software or Documentation; (v) export the Licensed Software or Documentation, or any copies thereof, to any End User in violation of applicable laws and regulations; (vi) combine the Licensed Software with third-party software, unless expressly approved in writing by Company; or (vii) access the Licensed Software or Documentation in order to create or improve a similar or competitive product. Except for the license granted hereunder, this Agreement does not and shall not be construed as transferring ownership rights, title to, or interest in the Licensed Software, Documentation, or any related materials to Licensee or to any third party.

5.5 **Limitations of Use – AI.** Licensee may not use any artificial intelligence ("AI") products or services included in or incorporated within the Licensed Software for the following: (i) as part of an automated decision-making process with legal effects, unless the final decision is made by a human being; or (ii) to provide advice that would normally be provided by a licensed professional, including but not limited to legal, medical, or financial advice.

5.6 **Feedback.** Company may use any communications or materials provided by Licensee or its employees or affiliates suggesting or recommending changes to the Services, new features, or functionality related thereto, or any comments, questions, suggestions, or the like ("Feedback"). Licensee hereby grants to Company a royalty-free, irrevocable, perpetual license to use, for any purpose and without any attribution or compensation, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback. Nothing in this section requires Company to use Feedback in any way.

6. LICENSEE RESPONSIBILITY

6.1 **Unauthorized Disclosure or Use.** Licensee agrees not to use or perform any process, program, or tool for the purposes of guessing passwords, denial of service attacks, or to make unauthorized attempts to access or compromise the Licensed Software, other systems, or networks, or other processes that may impact the security or integrity of the Licensed Software. Licensee agrees to use reasonable efforts to prevent and protect the Licensed Software and Documentation from unauthorized disclosure or use. Licensee shall notify Company within twenty-four (24) hours of any known or suspected unauthorized disclosure or use. Licensee acknowledges that Company will assist local, state/provincial, and federal authorities in the prosecution of any illegal activities.

6.2 **Harmful Code, Malware, and Viruses.** Licensee will use commercially reasonable efforts to prevent harmful files, malware, viruses, intrusion, hacks, and denial of service attacks into the Licensed Software and provide adequate security protection for its End Users. If harmful code, virus, or malware is found to have been introduced into the Licensed Software by Licensee or its End Users, Licensee will notify Company within twenty-four (24) hours of discovery and Licensee shall cooperate with Company to eliminate and mitigate the effects of the harmful code, virus, or malware at Licensee's expense.

6.3 **Compliance with Laws and Regulations.** The Licensee agrees not to use the Services or Licensed Software in violation of applicable laws or regulations, including but not limited to posting any data in violation of applicable laws, regulations, or export control laws and regulations. This prohibition includes, but is not limited to, the

transmission of bulk e-mail often referred to as "spam" e-mail, the transmission of copyrighted material without permission of the copyright holder, threatening or obscene material, and disclosing trade secrets. The Services provided hereunder are not intended for use by users located in foreign countries that may regulate the availability or use of such services and such use may carry inherent risks associated with foreign government laws, rules, or regulations, including but not limited to limitations of use by such governments and limited access to telecommunication or internet services and shall not constitute a breach of this Agreement by Company (including Service Level obligations, if any) and in no event shall Company be liable to Licensee or any party for any damages, fines, penalties, credits, rebates, or other fees related to such. Any violation of applicable laws or regulations that regulate this Agreement shall constitute a material breach.

7. VISDOM+ ADDITIONAL TERMS

The terms and conditions in this section 7 are only applicable if Licensee has purchased VISDOM+.

7.1 **VISDOM+ Terms.** VISDOM+ leverages Company's proprietary artificial intelligence technology by Company and by AI Processor. AI Processor may act as data subprocessor for any information input into VISDOM+. Company is not a data controller of any information processed while using VISDOM+. Company may alter or cease to offer VISDOM+ to Licensee at any time with reasonable advance notice to Licensee. Licensee's users control the content and amount of information uploaded to VISDOM+. AI Processor may process Licensee data through VISDOM+ for generating or analyzing documents, chatting with system users, or to carry out other VISDOM+ features. "AI Processor" means the third-party data processor utilized to provide certain artificial intelligence features in VISDOM+. The AI Processor as of the effective date is OpenAI. Company may change the AI Processor with reasonable advance notice to Licensee.

7.2 **VISDOM+ Pricing.** Packages for VISDOM+ are priced according to the monthly aggregate number of words processed in and out of VISDOM+. Words are consumed across all authorized users for Licensee. Each month's allotment of words expires at month's end and words do not roll-over to subsequent months. Words used in excess of a month's allotment will be invoiced in increments of 750 words consumed. Due to the ever-changing nature of the artificial intelligence market, Company may update pricing for VISDOM+ packages with thirty (30) days' advance notice. Licensee will be invoiced monthly for VISDOM+ fees.

8. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person, sent through e-mail, or deposited in official mail, postage prepaid, via standard carrier addressed as follows:

If for Licensee:
As provided by Licensee.

If for Company:
CobbleStone Systems Corp.
Attn: Legal
428 South White Horse Pike
Lindenwold, NJ 08021
If by e-mail: Legal@CobbleStoneSoftware.com

E-mail shall be an acceptable form of delivery if confirmed by recipient. Mailing and e-mail addresses may be changed from time to time by either Party by providing written notice to the other Party in the manner set forth above.

9. CONFIDENTIAL INFORMATION

9.1 **Confidential Information.** Under this Agreement, "Confidential Information" means all proprietary or confidential information disclosed by a Party to another Party pursuant to this Agreement. Confidential

Information shall include the Licensed Software, Documentation, Company IP, Licensee Data, the terms and conditions of this Agreement, all programming, processes, screens, employee names, customers, pricing, plans, and other items commonly regarded in business as confidential. Confidential Information shall not include information or material that (a) was in the public domain at the time it was communicated to the receiving Party by the disclosing Party; (b) entered the public domain subsequent to the time it was communicated to the receiving Party by the disclosing Party through no fault of the receiving Party or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its representatives in breach of this Agreement); (c) was in the receiving Party's possession free of any obligation of confidence at the time it was communicated to the receiving Party by the other Party; (d) was rightfully communicated to the receiving Party free of any obligation of confidence subsequent to the time it was communicated to the receiving Party by the other Party; (e) was developed by employees or agents of the receiving Party independently of and without reference to or use of any confidential information communicated to the receiving Party by the disclosing Party; or (f) was communicated by the disclosing Party to an unaffiliated third party free of any obligation of confidence. Additionally, this Agreement shall be governed by the terms and conditions of Exhibit C – Business Associate Agreement.

9.2 **Nondisclosure.** Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to not disclose such Confidential Information to any third party in whole or in part, except as approved in writing by the disclosing Party or as legally required by Chapter 119, Florida Statutes. The receiving Party shall protect the Confidential Information by using the same degree of care, but no less than a reasonable degree of care, that it uses to protect its own confidential information. Neither Party shall attempt to examine, copy, alter, "reverse engineer," tamper with, or otherwise misuse Confidential Information of the other Party except as strictly necessary for the purpose for which it is being disclosed. The obligations under this section shall continue notwithstanding the termination or expiration of this Agreement.

9.3 **Exceptions.** Notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Licensee Data and Feedback provided by Licensee as suggestions to improve or update the services and data derived therefrom), and Company will be permitted to: (i) use such to improve and enhance the Services or Licensed Software and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings; and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

10. WARRANTIES AND DISCLAIMERS

10.1 **Warranties.** Company warrants that:

(a) all goods utilized by Company in providing the Services will be in good working order and will conform to the Documentation on the date of Activation;

(b) all work performed by Company in providing the Services will be performed in a good and workmanlike manner;

(c) the Licensed Software shall perform in all material respects in accordance with the Documentation and shall be free from known material defects in workmanship. In the event of any such defects, Company agrees to correct the defect or replace the defect within ninety (90) days from the date reported, or as agreed to between the Parties, or if Company determines that correction is not commercially reasonable, either Party may terminate this Agreement and Company will refund to Licensee a pro-rated portion of the prepaid annual license and hosting fees remaining; provided, however, that Company is notified by Licensee in writing of such defects within thirty (30) days of the date of the occurrence of the confirmed defect. Due to the complex nature of software, the Internet, and computer systems, Company does not warrant that the Licensed Software is completely error-free, will operate without interruption, or is compatible with all

equipment and software configurations. The Licensed Software allows authorized End Users to add, alter, and delete data in a manner consistent with the functionality of the Licensed Software which may not be recoverable by Company outside of the backup retention period. Licensee expressly assumes all risk for its data and use.

(d) Company has sufficient legal rights to provide the Services to Licensee.

10.2 **Warranties Disclaimer. THE WARRANTIES SET FORTH IN THE IMMEDIATELY PRECEDING SECTION ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

10.3 **Additional Disclaimers.** Licensee acknowledges that information available from or through the Licensed Software or any interconnecting networks may not be valid or accurate and Licensee assumes responsibility for the review and accuracy of such data and its use of the Licensed Software. Company cannot and does not provide legal advice for Licensee. Services provided by Company are for the purposes of providing the Licensed Software in accordance with its Documentation. Company makes no other warranties of any kind, either express or implied, regarding the quality, accuracy, or validity of the Licensed Software, data, and/or information residing on or passing through any such networks. Licensee acknowledges that Company cannot and will not be responsible for any data or content of such data transmitted over the Internet or stored on any servers or equipment that are used for the purpose of providing the Services, including but not limited to internet connectivity, web hosting, server allocation, or dedicated web hosting. The use of any information obtained from or through the Services will be at Licensee's own risk. Company has no obligations under this Agreement with respect to any data created, stored, or transmitted outside of the Licensed Software.

11. INDEMNIFICATION

11.1 **Company Indemnification.** Company agrees to hold harmless and indemnify Licensee, its employees, directors, and affiliates from any claim, demand, or cause of action by a third party alleging that the SaaS Services (when used in accordance with this Agreement) infringe any United States patent, trademark, or copyright of such third party (an "IP Claim"), provided that (i) Licensee notifies Company promptly in writing upon becoming aware of any potential IP Claim; (ii) Licensee gives Company sole control of the defense and settlement of such IP Claims; (iii) Licensee cooperates fully with Company in the defense and settlement of such IP Claim and does not attempt to deliberately damage Company's defense of such IP Claim; and (iv) Licensee does not settle any IP Claims without Company's prior written consent.

11.2 **Licensee Indemnification.** Licensee is prohibited from indemnifying the Company. Should this prohibition be withdrawn or amended, Licensee and Company will promptly reevaluate Licensee's ability to indemnify the Company.

11.3 **Limitation.** Company's indemnification or liability obligations shall not apply to the extent the damages relate to or arise out of (i) the specific content of Licensee's data; (ii) unauthorized use, misuse, and/or alteration of the Services and/or the Licensed Software by Licensee; or (iii) data stored outside of the Licensed Software. Furthermore, neither Party's indemnification or liability obligations shall apply to the extent the damages relate to or arise out of (a) intentional torts, criminal acts, fraudulent conduct, intentional or willful misconduct, or the negligence or bad faith of the other Party; (b) damages to the extent that such could have been avoided by the reasonable acts or omissions of the other Party; or (c) any act or omission of the other Party resulting in death or bodily injury.

12. LIMITATION OF LIABILITIES

12.1 **Limitation of Liability. LICENSEE AGREES THAT COMPANY IS NOT RESPONSIBLE OR LIABLE FOR ACTS OF GOD, FOR ACTS BEYOND THE CONTROL OF COMPANY, THIRD-PARTY SOFTWARE BUGS, IMPROPER THIRD-PARTY APPLICATION ARCHITECTURE, OR THIRD-PARTY IMPROPER**

APPLICATION IMPLEMENTATION. IN NO EVENT WILL COMPANY BE LIABLE FOR LOST PROFITS, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM AGAINST THE LICENSEE BY ANY THIRD PARTY. IN THE EVENT OF ANY BREACH OF THE WARRANTIES PROVIDED BY COMPANY HEREUNDER, LICENSEE'S SOLE REMEDY SHALL BE THE ADJUSTMENT, REPAIR, OR REPLACEMENT OF THE GOODS OR SERVICES AS DEEMED APPROPRIATE BY COMPANY. IN NO EVENT WILL COMPANY'S TOTAL LIABILITY EXCEED THE LICENSE FEES PAID BY LICENSEE TO COMPANY IN THE TWELVE MONTHS PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

13. GENERAL

13.1 **Assignment.** Licensee's rights to use the Services and Licensed Software are non-exclusive, non-transferable, and non-sublicensable. Licensee shall not attempt to assign or transfer any rights or obligations under this Agreement without the prior written approval of Company. Any attempt to assign this Agreement in violation of the provisions of this Agreement will be void and of no force or effect.

13.2 **Outside Licenses.** In connection with providing the Services and Licensed Software, Company may make available third-party content, including data, information, applications, systems, products, services, or materials. Such content is subject to its own terms and conditions as may be agreed by Licensee and the relevant third party. Disclosures for Open Source Licenses utilized in the Licensed Software are available at https://wiki.cobblestonesoftware.com/docs/opensourcesoftware.

13.3 **Performance.** Company's performance hereunder shall be excused where delayed or hindered by war, riots, embargoes, strikes or other concealed acts of workmen, casualties, accidents, endemics, pandemics, acts of nature (including flood or earthquake), or other occurrences beyond Company's control. Company shall notify Licensee in the event of any of the foregoing occurrences. Should such occurrence continue for more than thirty (30) days, either Party may terminate this Agreement.

13.4 **Dispute resolution.** Any dispute, matter, controversy, or claim arising out of or related to this Agreement should first be attempted to be resolved by good faith negotiations between management. If unsettled, the Parties will attempt to mediate through non-binding mediation in accordance with the mediation procedure then in effect of the Center for Public Resources ("CPR"), or if CPR is not agreeable, JAMS (as mutually agreed to between the Parties in advance), or as agreed to between the Parties. The mediation shall be conducted remotely, in New Jersey, or at another location agreed to between the Parties. The mediator shall be neutral, independent, and disinterested and shall be selected from a professional mediation firm. The Parties shall promptly confer to select a mediator by agreement.

13.5 **Waiver.** The waiver by either Party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Any legal action arising out of Company's provisioning of the Services, including the failure, malfunction, or defect in the Services or Licensed Software, shall be brought within one year of the occurrence or is deemed waived.

13.6 **Publicity.** Neither Party shall publicize the nature of any disputed matters, or the proceedings or outcomes of any good faith negotiation pursuant to this section. Company may disclose Licensee's name in bids, proposals, audits, or as required by applicable laws or regulations, or as legally compelled to do so.

13.7 **Independent Contractor.** Nothing in this Agreement will be construed to create an agency, joint venture, partnership, or other form of association between the Parties. Neither Party has the right or authority to make any contract, representation, or binding promise of any nature on behalf of the other Party, and neither Party will hold itself out as having such right or authority.

13.8 **Entire Agreement.** This Agreement and any exhibits thereto represent the complete Agreement and understanding between Company and Licensee with respect to the subject matter herein. In the event of a conflict of terms, the terms herein supersede any other written or oral agreement. The terms and conditions of this Agreement may only be modified in writing and must be signed by Company and Licensee.

13.9 **Survival.** If any part of this Agreement is found to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain in effect. Those sections of this Agreement which, by their nature, should survive expiration or termination, including but not limited to Sections 3 (Term and Termination), 4 (Pricing and Payment), 5.4 (Limitations of Use), 9 (Confidential Information), 10.3 (Additional Disclaimers), 11 (Indemnification), 12 (Limitation of Liabilities), and 13 (General), shall survive beyond the expiration or termination of this Agreement.

13.10 **Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and nothing herein, express or implied, is meant to confer any benefits on any third party unless it expressly states that it does.

13.11 **Legal Counsel**. Each Party recognizes that this is a legally binding contract and acknowledges and agrees that they have had the opportunity to consult with legal counsel of their choice. In any construction to be made of this Agreement, the parties agree the Agreement shall not be construed against either Party on the basis of that Party being the drafter of such language.

13.12 **Headings and Captions.** Headings and captions used in this Agreement are for reference purposes only and will not have any effect on the interpretation of the Agreement.

13.13 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Licensee's state, excluding its conflict of law principles. The United Nations Convention for the International Sale of Goods shall not apply. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the Licensee's state.

Cloudflare Terms and Conditions of Use

PLEASE CAREFULLY READ AND REVIEW THESE CLOUDFLARE TERMS AND CONDITIONS OF USE ("TERMS"). THESE TERMS GOVERN THE ACCESS AND USE OF SERVICES MADE AVAILABLE BY CLOUDFLARE, INC. ("CLOUDFLARE"). A SUBSCRIBER ("CUSTOMER") MAY ONLY SUBSCRIBE TO THE SERVICES THROUGH CLOUDFLARE OR ITS APPROVED PARTNERS, SUCH AS A RESELLER, DISTRIBUTOR, MANAGED SERVICE PROVIDER, OR PLATFORM PROVIDER (EACH A "PARTNER"), AS AUTHORIZED BY CLOUDFLARE IN A WRITTEN AGREEMENT WITH SUCH PARTNER ("PARTNER AGREEMENT"). IF YOU ARE ACCEPTING THESE TERMS ON BEHALF OF CUSTOMER BY SUBSCRIBING, ACCESSING OR USING THE SERVICES, YOU REPRESENT AND WARRANT THAT: (A) YOU HAVE FULL LEGAL AUTHORITY TO BIND CUSTOMER TO THESE TERMS; (B) YOU HAVE READ AND UNDERSTAND THESE TERMS; AND (C) YOU AGREE, ON BEHALF OF CUSTOMER, TO THESE TERMS. IF YOU DO NOT HAVE THE LEGAL AUTHORITY TO BIND CUSTOMER, PLEASE DO NOT ACCEPT THESE TERMS.

1. Definitions. The following definitions apply in these Terms:

1.1 "Customer Account Information" means the information Customer provides upon subscribing to the Services, audit logs, and Customer's account settings.

1.2 "Customer Content" means any files, software, scripts, multimedia images, graphics, audio, video, text, data, or other objects originating or transmitted from or processed by any Internet Properties owned, controlled or operated by Customer or uploaded by Customer through the Services, and routed to, passed through, processed and/or cached on or within, Cloudflare's network or otherwise transmitted or routed using the Services by Customer.

1.3 "Customer Data" means collectively, Customer Account Information, Customer Content and Customer Logs.

1.4 "Customer Logs" means any logs of End Users' and administrative users' interactions with Customer's Internet Properties and the Service that are made available to Customer via the Service dashboard or other online interface during the Term by Cloudflare.

1.5 "Documentation" means all printed and online user manuals and other technical materials relating to the Services made available to Customer by Cloudflare, as may be updated from time to time.

1.6 "End User" means a third-party visitor or user of Customer's Internet Properties and/or services delivered thereon and Customer's employees, agents or contractors who access or use the Services.

1.7 "Enterprise Service Terms" means the terms of use for direct customers available at https://www.cloudflare.com/enterpriseterms/.

1.8 "Intellectual Property Rights" means any and all now known or hereafter existing worldwide: (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing.

1.9 "Internet Properties" means a root domain or website, including any subdomain thereof, or any internet connected application.

1.10 "Laws" means any domestic, foreign, local, state, federal, supranational, or international laws and regulations, including, without limitation, any data protection laws, regulations and treaties applicable to the respective Party ("Laws").

1.11 "Malicious Code" means viruses, worms, time bombs, Trojan horses, and other malicious code, files, scripts, software agents and programs.

1.12 "Network Data" means all models, observations, reports, analyses, statistics, databases, and other information created, compiled, analyzed, generated, or derived by Cloudflare from server, network or traffic data generated by Cloudflare in the course of providing the Service.

1.13 "Order Form" means Cloudflare's generated order form(s) and/or insertion orders for Services executed or approved by Partner for the Services to be made available to Customer.

1.14 "Services" means Cloudflare's cloud-based solutions, along with any software made available by Cloudflare in connection with such services, including software development kits and application programming interfaces.

1.15 "Subscription" means an annual or multi-year subscription to Services as reflected in an Order Form.

2. Terms Binding on Customer.

2.1 By subscribing to Services, agreeing to these Terms in writing, or using Services, Customer consents to be bound by these Terms. If Customer does not agree to be bound by these Terms, Customer may not access or use the Services.

2.2 Partner may only grant rights to Customer, and must pass through conditions, consistent with these Terms and the Order Form(s). Customer acknowledges that Cloudflare only provides Services to Customer as requested by Partner in Order Form(s) and that Partner is solely responsible to ensure Order Form(s) correctly reflect Customer's order with Partner. Customer therefore acknowledges and agrees that: (a) Customer only has the access and use rights set out in these Terms and the Order Form(s) regardless of any order or agreement with Partner; (b) any conditions in these Terms apply to Customer regardless of whether they are included in an agreement with Partner; (c) the limitations of liability set forth in these Terms will apply in favor of Cloudflare, its affiliates and suppliers; (d) Cloudflare is a third-party beneficiary of any agreement between Customer and Partner and is entitled to exercise and enforce all of Partner's rights and benefits against Customer; and (e) Cloudflare is not responsible for any discrepancy between Customer's order and the Order Form(s).

3. Services; Restrictions.

3.1 Access Rights. Subject to Customer's compliance with these Terms and the terms of Customer's agreement with Partner, Cloudflare will make the Services included in Customer's Subscription available for the duration of the Subscription for use and access

by Customer and its administrative users solely for the Customer's internal business purposes, and solely in accordance with the Documentation and these Terms.

3.2 Restrictions and Acceptable Use. Customer must not: (a) modify, copy, or create derivative works based on, the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, or otherwise make the Service available to any third parties for use on any Internet Properties that are not owned and operated by Customer; (c) reverse-engineer the Service; (d) interfere with, or create an undue burden on the Service or Cloudflare's network in a manner that poses or has the potential to pose significant harm to Cloudflare's other customers or internal systems; (e) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights, through the Service; (f) use the Service in violation of any Laws; (g) send or store Malicious Code in connection with the Service; (h) probe, scan or test any vulnerability of the Services, including, without limitation, performing penetration, stress or load testing, including by introducing software or automated agents or scripts, other than those expressly permitted by the Documentation or as explicitly set forth in the Order Form, without prior written consent from Cloudflare; (i) perform or publish any performance or benchmark tests or analyses relating to the Service, other than solely for Customer's internal use; or (j) cover or obscure any page or part of the Service via HTML/CSS, scripting, or any other means.

3.3 Credentials. Customer is responsible for maintaining the confidentiality of all usernames and passwords created by or assigned to Customer's administrative users ("**Credentials**") and is solely responsible for all activities that occur under such Credentials. Customer agrees to notify Cloudflare promptly of any actual or suspected unauthorized use of any Credentials. Cloudflare reserves the right to terminate any Credentials that Cloudflare reasonably determines may have been accessed or used by an unauthorized third party and will provide immediate notice of such to Customer and promptly replace such Credential upon request. Credentials may not be shared or used by more than one individual, but may be reassigned to a new individual if any individual with Credentials no longer needs access requiring Credentials. For its added security, Cloudflare strongly encourages Customer to enable two-factor authentication in conjunction with all Credentials. Upon termination or expiration of the Subscription, all Credentials associated with the Customer's administrative users will be deactivated and Customer will immediately discontinue use of the Services.

3.4 Support Services; SLA. Cloudflare will provide technical support for the Services during the Term at the level included in Customer's Subscription in accordance with Cloudflare's Enterprise Customer Support and Service Level Agreement located at https://www.cloudflare.com/enterprise_support_sla/ ("**Enterprise Support SLA**"). If Cloudflare fails to meet the applicable service levels set forth in the Enterprise Support SLA (each such failure, a **"Service Failure"**), then as Customer's sole and exclusive remedy for any such Service Failure, Cloudflare will provide, at Customer's written request, Service Credits in accordance with the Enterprise Support SLA. Any Service Credits issued to Customer will be remitted to the Partner, and Partner will be solely responsible for providing such credits to Customer. If Customer subscribes to Services via a platform or managed service provider, no support services or service level agreements of any kind are included in these Terms and must be purchased from the Partner or via separate agreement.

3.5 Data Processing and Privacy. When and where applicable, the data processing addendum ("**DPA**") set out at https://www.cloudflare.com/cloudflare-customer-dpa applies to the processing of personal data on behalf of Customer. To the extent Cloudflare is the controller of personal data, Cloudflare's privacy policy set out at https://www.cloudflare.com/privacypolicy/ applies.

3.6 Service Specific Terms. Certain Services are subject to service specific terms that, if applicable, are incorporated into these Terms by reference. A list of Services that are subject to such supplemental terms and the corresponding supplemental terms applying to such Services are set out at https://www.cloudflare.com/service-specific-terms-overview/.

4. Proprietary Rights.

4.1 Cloudflare Intellectual Property. Cloudflare reserves and retains all rights, title and interest in the Services, the Documentation, Network Data (including the right to use Network Data for purposes of providing, maintaining, developing, and improving its Services) and any of Cloudflare's proprietary technology, including, without limitation, any software, processes, scripts, algorithms, user interfaces, know-how, technologies, designs, and/or other tangible or intangible technical material or information that Cloudflare makes available to the Customer during the course of providing the Services, together with all updates thereto and all Intellectual Property Rights therein (collectively, "**Cloudflare Technology**") and Cloudflare or its licensors retain ownership in all Intellectual Property Rights related thereto. Cloudflare grants to Customer a limited right to use, reproduce, modify, and otherwise exploit the Network Data in connection with Customer's use of the Services, to the extent such Network Data are generally made available through the Services' dashboard or other online interface during the Subscription term. Cloudflare®, and any other product and service names and logos used or displayed in or on the Services are registered or unregistered trademarks of Cloudflare (collectively, "**Cloudflare Marks**"), and may not be used by Customer without Cloudflare's prior written consent. Customer must not attempt, now or in the future, to claim any rights in the Cloudflare Marks or use the Cloudflare Marks to disparage or misrepresent Cloudflare, or the Services.

4.2 Customer Intellectual Property. Customer reserves and retains all rights, title and interest in Customer Data and Customer feedback and Customer or its licensors retain ownership in all Intellectual Property Rights related thereto. Customer hereby grants Cloudflare a worldwide, non-exclusive, limited right of use (including to store, copy, transmit and display) Customer Data solely as permitted under these Terms and as required to provide the Services, revocable in accordance with these Terms. Customer hereby grants Cloudflare a non-exclusive, royalty-free, worldwide, transferable, irrevocable, sublicensable, perpetual license to use or incorporate into the Cloudflare Technology any Customer feedback. All Customer feedback is provided by Customer on an "AS IS" basis without warranty or indemnity of any kind.

5. Customer Obligations; Use of Customer Data

5.1 Customer Obligations. Customer will: (a) be responsible for configuring the encryption for all Customer Data (excluding Customer Account Information) that it transmits through the Services; (b) take commercially reasonable efforts to prevent unauthorized access to, or use of, the Services; (c) be solely responsible for keeping and maintaining its own copies of Customer Data, except for Customer Account Information; (d) notify Cloudflare promptly in writing of any unauthorized access or use of the Services or Credentials; and (e) be solely responsible for Customer-devised or Customer-implemented rules or settings (and associated misconfigurations and outages) and actions taken by Customer that might result in denial of service, availability issues, or performance degradation. UNDER NO CIRCUMSTANCE SHALL CLOUDFLARE BE LIABLE FOR ANY DELETION OR DESTRUCTION OF CUSTOMER DATA THAT CUSTOMER DID NOT BACK UP.

5.2 The ordinary operation of the Services requires Customer Data to pass through Cloudflare's network. Cloudflare may monitor and inspect the traffic on the Cloudflare network, including any related logs as necessary to perform the Services and to derive and compile Network Data. To the extent Network Data includes any Personal Data, Cloudflare will handle such Personal Data in compliance with applicable data protection laws. Cloudflare may use and retain Customer Account Information for business purposes related to these Terms and to the extent necessary to meet Cloudflare's legal compliance obligations (including, for audit and anti-fraud purposes).

6. Third-Party Products and Services; Beta Services

6.1 Third-Party Products and Services. Customer may access or use, at Customer's sole discretion, certain third-party products and services that interoperate with the Services including, but not limited to: third-party apps found on the Cloudflare Apps store located at www.cloudflare.com/apps/, third-party service integrations made available through the Cloudflare Service dashboard or APIs, and third-party products or services that Customer authorizes to access Customer's Cloudflare account using OAuth or other Credentials (collectively, "**Third-Party Products**"). Each Third-Party Product is governed by the terms of service, end user license agreement, privacy policies, and/or any other applicable terms and policies of the third-party provider. Customer's access or use of Third-Party Products is solely between Customer and the applicable Third-Party Products provider. Cloudflare does not make any representations, warranties, or guarantees regarding the Third-Party Products or the providers thereof, including, but not limited to, the Third-Party Products' continued availability, security, and integrity. Third-Party Products are made available by Cloudflare on an "AS IS" and "AS AVAILABLE" basis, and Cloudflare may cease providing them in the Cloudflare Apps Store at any time without entitling Customer to any refund, credit, or other compensation. Unless otherwise specified in writing by Cloudflare, Cloudflare will not be directly or indirectly responsible or liable in any manner, for any harms, damages, loss, lost profits, special or consequential damages, or claims, arising out of or in connection with the installation of, use of, or reliance on the performance of any of the Third-Party Products.

6.2 Beta Services. Cloudflare may make non-production Services ("**Beta Services**") available to Customer upon Customer's request. All Beta Services will be clearly designated as Beta Services in any Order Form or the Service's dashboard. Beta Services are intended for testing purposes only and may be accessed by Customer at Customer's sole discretion. Cloudflare may, but is not obligated to, provide support for the Beta Services or correct any bugs, defects, or errors in the Beta Services. Regardless of whether Cloudflare provides technical support for the Beta Services, the SLA will not apply to the Beta Services unless specified otherwise in the applicable Order Form. Cloudflare may discontinue, suspend, or remove Beta Services (including any Customer Data stored as part of the Beta Services) or Customer's access thereto at any time in Cloudflare's sole discretion and has no obligation to make them generally available. Customer understands that any information regarding Beta Services is Cloudflare's Confidential Information and Customer agrees not to disclose such information unless a Beta Service becomes generally available, except as required by law, and to only use such information in connection with Customer's use of the Beta Services. Notwithstanding Section 10.1, Cloudflare will have no liability for any harm or damage arising out of or in connection with any Beta Services, including any obligation or liability with respect to Customer Data. Any configurations or Customer Data entered into Beta Services, and any customizations made to Beta Services by or for Customer, may be permanently lost.

6.3 Trial Services (Previews). Cloudflare may offer trial versions of the Services at no cost ("Trial Services") from time to time. With respect to each such Trial Service, Cloudflare will make each such Trial Service available to Customer free of charge until the earlier of (a) the end of the free trial period (if applicable) for which Customer registered to use the Trial Service; (b) the Service Date of Customer's paid Subscription for such Services; or (c) termination of the Trial Service by Cloudflare in Cloudflare's sole discretion.

7. Warranties and Disclaimers.

7.1 Mutual Warranties. Each party warrants that it has the authority to enter into the Agreement and, in connection with its performance of the Agreement and/or its use of the Services, will comply with all applicable laws including, applicable laws related to data privacy, international communications and the transmission of technical or personal data as defined in the DPA.

7.2 Limited Warranty. Cloudflare warrants during the Subscription term to Customer that the Services will materially conform to the Documentation under normal use and circumstances. If Customer or Partner notifies Cloudflare of a breach of the foregoing warranty, Cloudflare will, at its option, either: (a) correct the nonconformity in the Service; or (b) issue a credit or refund of a portion of the fees paid to Cloudflare by Partner for the Subscription for the nonconforming Services that fairly reflects (at Cloudflare's reasonable determination) the diminished value of the nonconforming Service. Partner is solely responsible for providing to Customer any credit or refund based on Cloudflare providing a corresponding credit or refund to Partner, and Customer's recourse for Partner's failure to pay such credit or refund is solely with Partner. A Service Failure does not constitute a breach of this Limited Warranty and is exclusively addressed by the Enterprise Support SLA. The foregoing constitutes Customer's sole and exclusive remedy for any breach of this limited warranty.

7.3 Additional Cloudflare Warranties. Cloudflare warrants that (i) during the initial term and each renewal term of a Subscription the functionality of the Services will not be materially degraded; and (ii) to the best of its knowledge, the Services do not contain, and Cloudflare will not knowingly introduce, any Malicious Code. Cloudflare may sunset, retire or replace any Service or feature thereof if applicable to all customers of the affected Service, provided the functionality of the Service will not be materially degraded during the then current term. Cloudflare warrants that it has implemented and will maintain a comprehensive written information security program that includes administrative, physical, and technical safeguards to protect Customer Data as set out at https://www.cloudflare.com/security-exhibit/.

7.4 Customer Warranties. Customer represents and warrants that to the best of its knowledge, Customer Data does not contain, and Customer will not knowingly introduce, any Malicious Code into the Cloudflare network.

7.5 Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 7, CLOUDFLARE MAKES NO, AND HEREBY DISCLAIMS ALL, WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY, PAST OR PRESENT, OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. CLOUDFLARE CANNOT AND DOES NOT WARRANT THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CLOUDFLARE IS NOT RESPONSIBLE FOR ANY FAILURES OR DAMAGES ARISING FROM SUCH PROBLEMS.

8. Limitation of Liability.

8.1 Types of Damages. TO THE EXTENT LEGALLY PERMITTED UNDER LAW, IN NO EVENT WILL CLOUDFLARE OR ITS SUPPLIERS BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY DAMAGES OR COSTS DUE TO LOSS OF PROFITS, DATA, USE, GOODWILL, PERSONAL OR PROPERTY DAMAGE, OR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES) RESULTING FROM OR IN CONNECTION WITH THE TERMS OR CUSTOMER'S USE, OR INABILITY TO USE THE SERVICES OR OTHER PRODUCTS OR SERVICES HEREUNDER, REGARDLESS OF THE CAUSE OF ACTION OR THE THEORY OF LIABILITY, WHETHER IN TORT, CONTRACT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF CLOUDFLARE HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Amount of Damages. EXCEPT WITH RESPECT TO CLOUDFLARE'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 10 AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, THE MAXIMUM LIABILITY OF CLOUDFLARE ARISING OUT OF OR IN ANY WAY CONNECTED TO THE TERMS WILL BE LIMITED TO AND WILL NOT EXCEED IN THE AGGREGATE, THE FEES PAID BY CUSTOMER TO CLOUDFLARE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST CLAIM TO ARISE UNDER THE TERMS. THE EXISTENCE OF ONE OR MORE CLAIMS UNDER THE TERMS WILL NOT INCREASE CLOUDFLARE'S LIABILITY. EXCEPT WHERE PROHIBITED BY LAW, NO CLAIM REGARDLESS OF FORM, WHICH IN ANY WAY ARISES OUT OF THE AGREEMENT MAY BE MADE, NOR ACTION BASED UPON SUCH CLAIM BE BROUGHT BY CUSTOMER, MORE THAN ONE (1) YEAR AFTER THE TERMINATION OR EXPIRATION OF THE SERVICES. IN NO EVENT WILL CLOUDFLARE'S SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THE SERVICES.

9. Informal Dispute Resolution.

In the case of any disputes under the Terms, the parties will first attempt in good faith to resolve their dispute informally, or by means of commercial mediation, without the necessity of a formal proceeding.

10. Indemnification.

10.1 By Cloudflare. Cloudflare will defend, indemnify, and hold harmless the Customer and its officers, directors, employees, and agents from and against any and all damage, cost, liability and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims of third parties arising from or that are based upon an allegation that Customer's use of the Services infringes any United States Intellectual Property Right. If any portion of the Services becomes, or in Cloudflare's opinion is likely to become, the subject of a claim of infringement, Cloudflare may, at Cloudflare's option: (a) procure for Customer the right to continue using the affected Services; (b) replace the affected Services with non-infringing services which do not materially impair the functionality of the Services for Customer; (c) modify the affected Services so that they become non-infringing; or (d) terminate the Services and work with Partner to provide a pro rata refund of any fees already paid by Customer to cover the remainder of the Subscription term, and upon such termination, Customer will immediately cease all use of the affected Services. Notwithstanding the foregoing, Cloudflare will have no obligation under this Section or otherwise with respect to any infringement claim to the extent based upon: (w) any use of the Services not in accordance with these Terms or the Documentation; (x) any use of the Services in combination with third party products, equipment, software or content (including Customer Data) not supplied by Cloudflare; or (z) any modification of the Services by any person other than Cloudflare or its authorized agents. THIS SUBSECTION SETS FORTH CLOUDFLARE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS.

10.2 By Customer. Customer understands and acknowledges that it is solely responsibility for the risks associated with its activities and contents on its Internet Properties or any misuse of the Services and that Cloudflare should not be held responsible for such risks. Therefore, Customer will defend, indemnify and hold harmless Cloudflare and its affiliates, licensors, suppliers, officers, directors, employees and agents from and against any and all damage, cost, liability and expenses (including court costs and reasonable attorneys' fees) incurred as a result of claims of third parties arising from or that are based upon: (a) Customer's use of the Services in a manner not permitted by these Terms or the Documentation; (b) Customer Data or Customer's Internet Properties (including without limitation any activities or aspects thereof or commerce conducted thereon); or (c) Customer's non-compliance with applicable law.

10.3 Procedure. The indemnifying party's obligations as set forth above are expressly conditioned upon each of the following: (a) the indemnified party will promptly notify the indemnifying party in writing of any threatened or actual claim or suit; *provided*, that failure to provide such prompt notice will not release the indemnifying party from its indemnity obligations except to the extent the indemnifying party is materially prejudiced thereby; (b) the indemnifying party will have sole control of the defense or settlement of any claim or suit; (c) the indemnified party will cooperate with the indemnifying party (at the indemnifying party's expense) to facilitate the settlement or defense of any claim or suit; and (d) the indemnifying party will not settle any claim or suit in a manner which results in an admission of liability by the indemnified party, without the indemnified party's prior written consent.

11. Term and Termination

11.1 Termination for Material Breach. Each party may terminate a Subscription and these Terms if the other party materially breaches these Terms and, only if curable, fails to cure such breach within thirty (30) days following receipt of notice of the breach from the other party. If Customer terminates a Subscription in accordance with this section 11.1, Cloudflare will refund to Partner any prepaid fees covering the remainder of the Subscription term after the effective date of termination. If Cloudflare terminates a Subscription in accordance with this section 11.1, Customer will pay any unpaid fees covering the remainder of the Subscription term.

11.2 Termination for Non-Payment. If Cloudflare, or the Partner through which Customer subscribed to the Services, does not receive timely payment for the Services, Cloudflare may terminate all Subscriptions of Customer. Customer consents to these termination rights and acknowledges and agrees that Cloudflare shall have no liability to Customer of any kind with respect to any such termination.

11.3 Effect of Termination. When a Subscription terminates or expires, all rights and licenses granted to Customer, including the right to use and access the Services, automatically terminate and Customer must immediately cease use of the Services and return or destroy all copies of any software. Except as otherwise agreed by Cloudflare in writing or set out in these Terms: (a) no refunds will be provided for any termination, cancellation, or expiration of a Subscription; (b) any unpaid fees covering the remainder of a Subscription must be paid upon such Subscription's termination or cancellation; and (c) Customer's sole recourse for any refund, if any, is against Partner.

12. General.

12.1 Compliance with Laws. Customer shall comply with all Laws and Customer is solely responsible for determining whether use of the Services will satisfy Customer's individual compliance obligations. Customer shall not use the Services for any reason if Customer or any party that owns or controls Customer, are subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, the United Kingdom, or other applicable government authority. Customer shall not use the Services to export or re-export any information or technology to any country, individual, or entity to which such export or re-export is restricted or prohibited.

12.2 Assignment. Under the terms of the agreement between Cloudflare and Partner, the agreement between Customer and Partner for Services may be assigned to Cloudflare. Customer agrees in case of such assignment, that Customer's continued rights to access and use the Services are subject to Cloudflare's then standard Enterprise Service Terms and Customer's consent to the application of such terms and conditions, including without limitation, the billing and payment provisions contained therein. Customer agrees that following any such assignment, Customer shall, upon request by Cloudflare, provide such information as is required to secure payment for any Subscription term commencing after such assignment. Customer will not assign, subcontract, delegate, or otherwise transfer any Subscription, or its rights and obligations under these Terms, in whole or in part, by operation of law or otherwise, without obtaining the prior written consent of Cloudflare, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, *ab initio*. Subject to the remainder of this section, these Terms will be binding upon the Customer and Cloudflare and their respective successors and permitted assigns.

12.3 Confidential Information. For the purposes of these Terms, "**Confidential Information**" means any information disclosed by one Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") which: (a) if disclosed in writing or electronically, is labeled as proprietary or confidential at the time of disclosure; (b) if disclosed orally, is identified as proprietary or confidential at the time of such disclosure, and is then summarized in a writing provided to the Receiving Party within one (1) month of the date of such disclosure; or (c) by its nature is confidential and would be judged so under a reasonable standard, or is disclosed or provided under circumstances reasonably indicating it is confidential or proprietary. In addition, these Terms, non-public information regarding the Services (including, without limitation, the Documentation, all underlying software, user interfaces, screenshots, information about the Cloudflare network, information concerning the performance, capacity, or design of the Services or any source code), and any Customer Feedback, is the Confidential Information of Cloudflare. Confidential Information will remain the sole property of the Disclosing Party. Except for the specific rights granted by these Terms, or as necessary for Cloudflare to perform the Services, the Receiving Party will not use any Confidential Information of the Disclosing Party for its own account. The Receiving Party will use the same standards to protect the Confidential Information of the Disclosing Party as it affords its own such information, but in no event less that the highest commercially reasonable degree of care. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to any third party without the express written consent of the Disclosing Party (except solely for Receiving Party's internal business needs or as necessary for Cloudflare to perform the Services, to employees or consultants who have a need to know such information and who are bound by a written agreement or professional obligation to restrict the disclosure and use of such Confidential Information in a manner consistent with these Terms). The foregoing obligations will not restrict a Party from disclosing Confidential Information of the other Party pursuant to the order or requirement of a court, administrative agency, or other governmental body; *provided*, that the Party required to make such disclosure provides reasonable notice to the other Party to enable them to contest such order or requirement, unless such Party is prevented from doing so by force of law. The restrictions set forth in this Section 12.3 will not apply to the identities of the Parties, or to any Confidential Information that: (i) was or becomes available to the public other than by a breach of these Terms by the Receiving Party; (ii) was rightfully received by Receiving Party without confidential or proprietary restriction from a third party who has a right to disclose it; (iii) was independently developed by the Receiving Party without access to or use of the Disclosing Party's Confidential Information; (iv) was known to the Receiving Party at the time of disclosure, without confidential or proprietary restriction; (v) was produced in compliance with applicable law or a court order; provided, that the Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production; or (vi) was approved by the Disclosing Party for disclosure without restriction in a written document which is signed by a duly authorized representative of the Disclosing Party.

12.4 Force Majeure. Any delay in the performance of any duties or obligations of a Party (except the payment of money owed for Services used prior to the onset of the Force Majeure Event) will not be considered a breach of these Terms if such delay is caused by events beyond the reasonable control of that Party (including, for example, labor disputes, interruption, delays or collapse of public communications or infrastructure (including the Internet), shortages of materials, fire, earthquake, flood, or other acts of God (each, a "**Force Majeure Event**"); *provided*, that the delayed Party uses reasonable efforts, under the circumstances, to notify the other Party of the existence of the Force Majeure Event and works to resume performance as soon as possible.

12.5 Notices. Customer is responsible for updating its notice information with Partner, including providing Partner with an up-to-date e-mail address for the provision of notices under these Terms. If the latest e-mail address provided to Partner by Customer is not valid, or for any reason is not capable of delivering any notice required by these Terms, Customer acknowledges and agrees that Cloudflare's or Partner's dispatch of an e-mail to such address will nonetheless constitute effective notice. Any notice to be provided directly to Cloudflare pursuant to these Terms shall be sent to legal@cloudflare.com and shall be effective upon actual receipt by Cloudflare.

12.6 Government Restrictions. If Customer is an agency, department or entity of the United States Government ("**Government**"), Customer understands and agrees, that (a) Customer's rights to use, reproduce, release, modify or disclose the Cloudflare Technology, or any part thereof, is restricted in accordance with Federal Acquisition Regulation ("**FAR**") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("**DFARS**") 227.7202 for military agencies, (b) the Cloudflare Technology consists of "commercial computer software" and "commercial computer software documentation," respectively, as defined in FAR Section 12.212 and DFARS Section 227.7202, or their successor provisions, as applicable and (c) use of the Cloudflare Technology by any Government agency, department or other agency of the Government is further restricted as set forth in these Terms.

12.7 Amendment. Cloudflare may amend these Terms at any time by providing at least ten (10) days prior notice of such amendment, provided that any amendment shall not take effect until any renewal of a Subscription following such amendment. Customer's continued use of the Services after such renewal and the effective date of the amendment may be relied upon by Cloudflare as Customer's consent to the amendment. Each amendment will supersede any previous versions of these Terms and will govern any Services rendered to Customer by Cloudflare on or after the effective date of the amendment.

12.8 Miscellaneous. The Parties are independent contractors, and neither Party is an agent, partner, or employee of the other Party. If any provision of these Terms is deemed illegal or unenforceable by a court of competent jurisdiction, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms shall otherwise remain in full force and effect. Headings are for convenience only and do not impact the construction of these Terms and "including" means "including but not limited to." Each Party participated equally in the preparation of these Terms, and no ambiguity shall be resolved against any one Party. Unless otherwise stated herein, all remedies are cumulative and not to the exclusion of any other rights and remedies available at law or in equity. These Terms, and any actions or disputes arising therefrom, shall be governed by the laws of the State of California and the United States without regard to conflicts of laws provisions. The jurisdiction and venue for any action arising out of or relating to these Terms shall be the California state and United States federal courts located in San Francisco, California, and both parties hereby submit to the personal jurisdiction of such courts. Notwithstanding the foregoing, either party may seek equitable relief or enforcement of any judgment in any other court of competent jurisdiction. The Parties acknowledge that any actual or threatened breach of Section 3.2 or Section 12.3 may constitute immediate, irreparable harm to the non-breaching Party, for which monetary damages may be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought to enforce these Terms, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses from the non-prevailing Party, in addition to any other relief the prevailing Party may receive. Any provision of these Terms that explicitly or by its nature contemplates performance or observance after termination or expiration of these Terms, including Sections 8, 9, 10 and 12, shall so survive and continue in full force and effect. All content referenced in these Terms by hyperlink is incorporated into these Terms in its entirety. These Terms, together with all documents incorporated by reference and Order Forms, supersede all prior discussions and writings, and constitutes the entire agreement between the Parties with respect to the subject matter hereof. In case of a conflict between the terms of these Terms and an Order Form, the Order Form shall control, but only to the extent there is a conflict. The terms of any purchase order, written terms or conditions, or other document submitted by Customer to Partner or Cloudflare which contains terms which are different from, in conflict with, or in addition to these Terms are hereby rejected by Cloudflare, and will be void and of no effect. No waiver or modification of these Terms will be binding upon either Party unless made in writing and signed by a duly authorized representative of each Party and no failure or delay in enforcing any right will be deemed a waiver.

END OF TERMS

Signatures:

Cloudflare, Inc.	"Customer":
Cloudflare Signature	Customer Signature
_____	_____
Sign Date:	Sign Date:
Name:	Name:
Title:	Title:

Prior to reviewing this document, please refer to our Solutions Guide, which contains information designed to help you understand Experlogix' software and our approach to intellectual property, data usage, and other key terms.

Negotiated Master Services Agreement

This Master Services Agreement ("Agreement") is effective as of _____ (the "Effective Date") and is entered into by and between [SELECT ENTITY] ("Experlogix") and the entity identified in the signature block below ("Customer"). This Agreement sets forth the general terms and conditions for: (i) Customer's access to and use of Experlogix' Services and provision of Customer Data to Experlogix; and (ii) Experlogix' provision of the Services to Customer and its access to and use of the Customer Data and Usage Data in connection with the performance of the Services. The parties will also enter into one or more Orders that include additional terms and conditions specifying which Services Customer may access and the scope of those Services. The parties may enter into multiple Orders governed by this Agreement.

1. Definitions

1.1 "Affiliate" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2 "Aggregated Data" means data submitted to, collected by, or generated by Experlogix in connection with Customer's use of the Services which is de-identified and aggregated such that it does not identify Customer or its Users.

1.3 "Applicable Laws" means, with respect to each party, all Applicable Laws, treaties, rules, regulations, ordinances, court or governmental orders, whether international, federal, state, provincial, municipal, or local, to which the party is subject.

1.4 "Confidential Information" means all information disclosed or made available by one party to the other party in connection with this Agreement that is either identified as confidential or that should reasonably be understood to be confidential based on the nature of the information or the circumstances of its disclosure. The term "Confidential Information" includes the terms and conditions of this Agreement, and all information related to a party's business, financial affairs or operations. Customer's Confidential Information includes Customer Data.

1.5 "Customer Data" means the electronic data and information uploaded to the Software by or on behalf of Customer and its Users, and to the extent applicable, its End Users, including the applicable data elements listed in Appendix A. Customer Data does not include Usage Data.

1.6 "Customer Environment" means the enterprise applications (i.e., CRM and ERP systems) which Customer uses to support its operations, including any software, devices, sites, and/or networks incorporated therein.

1.7 "Customer Output" means any documents, forms, configurations, processes, procedures, formulas, programs, or other information generated by or on behalf of Customer with the use of the Software, but specifically excluding any Experlogix Property incorporated therein.

1.8 "Customization" means, excluding any Experlogix Property, (a) a standalone software tool developed by Experlogix for Customer pursuant to a Statement of Work that operates outside of the Experlogix Technology; or (b) an extension of the Software's source code that (i) is tailored to Customer's unique specifications; (ii) is not offered as part of the Software's out-of-the-box functionality; and (iii) is expressly identified as a "*Customization*" in the applicable Statement of Work. Customizations do not include Improvements.

1.9 "Documentation" means (a) documentation which relates to the Software which is made available in hard copy or electronic form to Experlogix' general customer base; and (b) Solution Materials.

1.10 "Experlogix Entity" means Experlogix, LLC or one of its Affiliates, including Experlogix Technologies Canada, Inc., Aphix Software Ltd., Experlogix B.V., or Xpertdoc Europe BVBA, or Xpertdoc BVBA.

1.11 "Experlogix Property" means all Experlogix Technology, Experlogix Marks, Documentation, Solution Materials, Aggregated Data, and Usage Data, and all Intellectual Property Rights therein.

1.12 "Experlogix Technology" means all of Experlogix' proprietary technology (including the Software, hardware, products, processes, algorithms, data, user interfaces, know-how, techniques, designs and other tangible or intangible technical material) developed or made available by Experlogix, or used by Experlogix to provide the Services, including any updates, modifications, Improvements and derivatives thereto and thereof.

1.13 "Fees" means Software Fees and Service Fees, as applicable.

1.14 "Implementation Services" means Experlogix' standard implementation and set up services for the Software, as detailed under a Statement of Work.

1.15 "Improvement" means any modification, improvement, derivative, extension, or configuration of or to the Experlogix Technology, which is developed by Experlogix, either jointly or with Customer or others, in connection with the Services.

1.16 "Intellectual Property Rights" means patents, trademarks, copyrights, trade secrets, mask works, and other intellectual property or proprietary rights recognized anywhere in the world.

1.17 "Maintenance Release" means a release of the Software that contains error corrections, enhancements, Improvements, or other minor changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software which Experlogix generally makes available to its customers.

1.18 "Malicious Code" means any (a) virus, trojan horse, worm, backdoor, or other programs or code, the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or (b) time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person.

1.19 "Marks" means all trademarks, service marks, trade names, brand names, logos and corporate names, slogans, trade dress and other indicia of source of origin, whether or not registered, including all common law rights thereto, all registrations and applications for registration thereof, and all goodwill associated therewith. "Experlogix Marks" means those Marks belonging to Experlogix and "Customer Marks" means those Marks belonging to Customer.

1.20 "Order" means a Software Order or Statement of Work, as applicable.

1.21 "Order Term" means, with respect to each Order, the subscription term or service duration for the Services specified in the applicable Order.

1.22 "Personal Data" means all information relating to a person that identifies such person or could reasonably be used to identify such person, including but not limited to, first and last name, home address, billing address, or other physical address, email address, and telephone number, if any, sent to Experlogix via the Services.

1.23 "Personnel" of a party shall mean that party's employees and those independent contractors, subcontractors and agents, if any, engaged by such party.

1.24 "Professional Services" means configuration, software development, implementation support, integration assistance, training, project management, or other professional services which Experlogix provides to Customer in accordance with a Statement of Work.

1.25 "Services" means, collectively, access to the Software, Support Services, Implementation Services, and the other Professional Services performed by Experlogix under this Agreement as set forth in one or more Orders.

1.26 "Software" means the proprietary software-as-a-service offering(s) which are set forth in the applicable Software Order and made available by Experlogix to Customer and its Users, including any modified, updated, or enhanced versions that may become part of the Software during the Term.

1.27 "Solution Materials" means those Customer-specific reports, documents, and plans regarding the implementation and configuration of the Software which are provided by Experlogix to the Customer pursuant to a Statement of Work. Solution Materials do not include Customizations.

1.28 "Software Order" means a software order form, investment summary, or similarly titled document that references this Agreement, is executed by both parties, and identifies the Software to which Customer subscribes, the Fees to be paid for Services related to such Software, and other terms and conditions applicable to this Agreement.

1.29 "Statement of Work" means a document executed by both parties which sets forth the scope, pricing, and other specifications for one or more Professional Services projects.

1.30 "Support Services" means Experlogix' technical support services which are set forth in Appendix B.

1.31 "Term" means the duration of this Agreement beginning on the Effective Date and continuing until it expires or is terminated in accordance with Section 5.

1.32 "Usage Data" means any content, data, or information that is collected or produced by the Services or otherwise in connection with Customer's or its Users' use of the Services that does not identify Customer or any of its Users, and may include usage patterns, traffic logs, and User conduct associated with the Software.

1.33 "Users" means Customer's employees, independent contractors, and other individuals (a) who are authorized by Customer to use the Services on behalf of Customer under the rights granted to Customer pursuant to this Agreement and (b) for whom access to the Services has been purchased hereunder. To the extent applicable, Users may also include End Users.

2. Software and Services.

2.1 Software Descriptions. Experlogix provides a suite of cloud-based business applications, each of which is described in Appendix A.

2.2 Access to Software. Subject to the terms of this Agreement, including the Software Order, and solely during the applicable Order Term, Experlogix grants to Customer and its Affiliates a worldwide, non-exclusive, non-sublicensable, non-transferable, non-assignable (except as set out in Section 13.15 ("Assignment") below), limited right to access and use the Software (as such Software may be modified, revised, and updated in accordance with this Agreement) for Customer's internal business purposes. Customer's Affiliates may purchase and use the Software subject to the terms of this Agreement by executing Software Orders hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer will be deemed to refer to such Affiliate for purposes of such Software Order(s); provided, however, that Customer will remain liable to Experlogix for the acts and/or omissions of its Affiliates hereunder. Each Affiliate executing a Software Order agrees to be bound by this Agreement. Where an Affiliate of Customer has not entered into a Software Order or other separate agreement directly with Experlogix, Customer may authorize that Affiliate (each, a "Participating Affiliate") to access and use the Software under an existing Software Order(s) between Customer and Experlogix. In such cases, references to "Customer" in the applicable Software Order and this Agreement will be deemed references to both Customer and the Participating Affiliate. Customer and its Participating Affiliates will be jointly and severally liable for compliance with this Agreement and all Software Order(s) hereunder. As between Experlogix and Customer, Customer accepts full liability for the acts and omissions of its Participating Affiliates.

2.3 Customer Environments and Integrations.

2.3.1 Customer acknowledges that to access some Services, Customer may need to integrate one or more Customer Environment(s) with the Software. Customer is solely responsible for maintaining its Customer Environment(s) in good standing and for implementing authentication, authorization, and accounting systems for its Customer Environment(s).

2.3.2 The Software is designed to integrate with optional services and tools made available by third party service providers ("Integrations"). Customer acknowledges that Experlogix (a) may not have control over how the Software integrates with such Integrations, and (b) does not control the operation of those Integrations. Any acquisition by Customer of any Integration is solely between Customer and the applicable Integration provider and Experlogix does not warrant, support, or assume any liability or other obligation with respect to such Integrations. Accordingly, if applicable, Customer acknowledges and agrees that (i) Experlogix is not responsible for the performance of such Integrations, including, without limitation, their use or treatment of Customer Data therein; (ii) Experlogix is not responsible or liable for any content or other materials generated by such Integrations; (iii) Experlogix is not responsible for any technical inability to access Customer Data in such Integrations; and (iv) Experlogix will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Integrations.

2.3.3 If Customer chooses to integrate or interoperate Integrations with the Software in a manner that requires Experlogix to exchange Customer Data with such Integration or Integrations provider, Customer: (a) grants Experlogix permission to allow the Integration and/or Integration provider to access Customer Data and information about Customer's usage of the Integrations as appropriate and necessary to enable the interoperation of that Integration with the Software; (b) acknowledges that any exchange of data between Customer and any Integration is solely between Customer and the Integration provider and is subject to the Integration provider's terms and conditions governing the use and provision of such Integration (the presentation and manner of acceptance of which is controlled solely by the Integration provider); and (c) agrees that Experlogix is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access to such data by Integrations or Integration providers. Customer acknowledges sole responsibility for and assumes all risk arising from Customer's use of any third-party websites or resources, including the Integrations.

2.4 Maintenance Releases.

2.4.1 Except as provided in Section 2.4.3, Experlogix will provide Customer with all periodic Maintenance Releases for the elements of the Software to which Customer has subscribed at no additional charge. Customer may subscribe to additional, separately priced modules and features as and when released by Experlogix.

2.4.2 To the extent a Maintenance Release is not installed automatically, Customer may decline to install such Maintenance Release in its sole discretion. However, by failing to install such Maintenance Release, Customer accepts that the Software may experience Errors, may not be fully compatible with current or future operating systems or third-party applications, and may not be eligible for standard Support Services. Customer agrees that Experlogix is not responsible for any Errors, security vulnerabilities, or other claims relating to the Software to the extent resulting from Customer's failure to install a Maintenance Release. Any Error resolution in any version of the Software other than the most current release made available to Customer will be at Experlogix option and may be subject to additional fees at Experlogix' then-current rates.

2.4.3 Experlogix may, but is not required to, provide Maintenance Releases for Customizations unless Customer has entered into a Statement of Work setting forth the applicable Support Services and Maintenance Releases for such Customization (a "Managed Services SOW"). Experlogix shall, provided that Customer has paid all Fees due and payable under the applicable Managed Services SOW, provide regular Maintenance Releases for both the Software and the Customizations.

2.5 Experlogix Affiliates and Subcontractors. Customer understands and agrees that the Services may be provided by any Experlogix Entity on Experlogix' behalf, and provision of Services by an Experlogix Entity shall not constitute subcontracting. Experlogix is responsible for the acts and omissions of other Experlogix Entities under this Agreement. To the

extent that Experlogix subcontracts or otherwise delegates its obligations under this Agreement, Experlogix shall enter into a written agreement with such subcontractor that protects Customer's rights and interests to at least the same degree as this Agreement. Experlogix will be responsible for the direction and coordination of the services of each subcontractor and for the acts and omissions of subcontractors' performance under this Agreement.

2.6 Professional Services.

2.6.1 Each Professional Services project that Experlogix undertakes shall be described in a Statement of Work. Each Statement of Work will describe applicable Solution Materials, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Each Statement of Work shall be incorporated into this Agreement by reference upon execution by both parties. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in this Agreement will control unless otherwise stated in the Statement of Work with specific reference to the conflicting term of this Agreement. The parties shall execute Statements of Work from time to time, each of which shall be governed by this Agreement. Customer may request changes to a Statement of Work. Any changes to a Statement of Work shall require a written change order to such Statement of Work or a new Statement of Work in order to be effective.

2.6.2 Customer will pay Experlogix for all Professional Services provided under a Statement of Work. Customer will pay Experlogix for time and materials projects at the then-current prevailing hourly rate set forth in a Statement of Work. Fixed fee rates, if applicable, shall be negotiated between Customer and Experlogix. Hourly rates for time and materials projects are subject to change, provided that the rates set forth in any Statement of Work will remain fixed for the applicable Order Term. Experlogix will invoice Customer on a time and materials basis at the end of each month at the billing rates set forth in the Statements of Work for work performed on each Statement of Work during the previous month.

2.6.3 Unless otherwise set forth in an Order, the Services are deemed accepted upon delivery. All terms applicable to unit testing and user acceptance testing shall be set forth in the applicable Statement of Work.

2.7 Support Services.

2.7.1 Subject to the terms and conditions of this Agreement, including Customer's payment of all applicable Fees, Experlogix will maintain and support the Services in accordance with the terms and conditions set forth in Experlogix' standard maintenance and support policy set forth in Appendix B (the "Support Policy") during the applicable Term, at no additional charge to Customer. Experlogix may modify the terms of its Support Policy at its discretion; however, such policy changes will not result in a material reduction in the level of Support Services provided during the applicable Order Term. Customer may purchase enhanced Support Services separately at Experlogix' then-current rates. Customer acknowledges and agrees that support for Customizations is not included within the scope of the Support Services unless set forth in a Managed Services SOW. To the extent Customer has executed a Managed Services SOW in connection with a Customization, the applicable Support Services shall be governed by such Managed Services SOW.

2.7.2 Experlogix may, at its discretion and without limiting its obligations to provide Software and/or Support Services for the Order Term specified in the Order, decide to retire Software and/or Support Services from time to time ("End of Availability"). Experlogix will post notice of End of Availability, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Support Services on Experlogix' website. Experlogix will have no obligation to provide Support Services for Software after that Software's End of Availability.

3. Customer Obligations.

3.1 Users. Unless otherwise set forth in the applicable Order and subject to Section 2.2 (Access to Software), Customer may not make the Services available to any other entity or, if applicable, once the maximum number of Users has been reached, any other User, in any form whatsoever, without the prior written consent of Experlogix. Customer shall be responsible for the acts and omissions of each of its Users. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software, and shall notify Experlogix promptly of any such unauthorized use. Customer

is responsible for maintaining the confidentiality of all Users' usernames and passwords and is solely responsible for all activities that occur under these usernames. Usernames are unique to individual Users and cannot be shared with any other person. Customer agrees (a) not to allow an unauthorized third party to use its account, usernames, or passwords at any time; and (b) to notify Experlogix promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement by Customer or any User. Experlogix reserves the right to terminate any username or password which Experlogix reasonably determines may have been used in violation of this Agreement, or by an unauthorized third party, or by any User or individual other than the User to whom such username and password was originally assigned.

3.2 End Users. Notwithstanding the foregoing, to the extent a Software Order provides for Software which may be accessed by Customer's clients or customers ("End Users"), Customer may use the Software for the benefit of such End Users.

3.3 Usage Restrictions. Except as permitted under this Agreement or as required by law, Customer will not, and will not permit or encourage anyone else, including its Users, to: (a) license, sublicense, sell, resell, transfer, assign (other than as provided in Section 13.15 below), distribute, use a service bureau or timeshare, or otherwise commercially exploit or make the Services available to any third party in any way, including as a part of an unauthorized managed services offering; (b) disassemble, decompile, reverse engineer, or otherwise attempt to access or derive source code or other trade secrets from the Services, or modify, make derivative works based upon, copy, or otherwise use any ideas, features, or functions of the Services in order to (i) build a similar or competitive product or service or (ii) build a product using similar features, functions, or graphics of the Services; (c) modify, remove, or obstruct any proprietary rights statement or notice contained in the Services; (d) "crawl", "scrape", or "spider" any data or portion of the Services (through use of manual or automated means); (e) send or store (i) infringing, dangerous, harmful, deceptive, obscene, threatening, libelous, or otherwise objectionable, unlawful, or tortious material, including material harmful to children or which violates third-party privacy rights; or (ii) Malicious Code; (f) attempt to gain unauthorized access to the Services or its related systems or networks; (g) access the Services if Customer is a direct competitor of Experlogix, unless Experlogix has agreed in writing; (h) use the Services in violation of applicable local, state, national, and foreign laws, treaties, rules, and regulations, including those related to data privacy. Customer is responsible for any breach of this Agreement by its Users. Customer agrees that it will promptly notify Experlogix of any violation of this Section 3.3. Any use of the Services by Customer in violation of the Agreement that, in Experlogix' reasonable judgment, threatens the security, integrity, or availability of Experlogix' services or that of its other customers, may result in Experlogix immediately suspending the Services; however, Experlogix will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. Experlogix' suspension of Customer's access to the Services will not relieve Customer of its payment obligations under this Agreement. Experlogix' right to suspend the Services under this Section 3.3 will be without prejudice to any other right or remedy available to Experlogix under this Agreement or Applicable Law.

3.4 Cooperation. The parties shall reasonably cooperate with each other to facilitate Experlogix' provision of Services. Customer shall supply to Experlogix the Customer Data necessary for the Services. In addition, Customer shall provide Experlogix with such resources, information, and assistance as Experlogix may reasonably require in connection with the performance of the Services. Customer acknowledges and agrees that Experlogix' ability to successfully perform the Services in a timely manner is contingent upon its receipt of the necessary Customer Data and the information, resources, and assistance reasonably requested by Experlogix. Experlogix shall have no responsibility, obligation, or liability for any deficiency or delay in performance of its obligations based on, resulting from, or contributed to by Customer's failure to comply with this Section 3.4 ("Cooperation").

3.5 Resources. Unless set forth otherwise in an Order, Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the Software and any third-party fees required to access the Integrations, and for maintaining the security thereof.

3.6 Audit of Customer Usage. Customer must keep records relating to its and its Users' use and distribution of the Services for at least two (2) years following termination of this Agreement or the applicable Order, whichever is later. At Experlogix' expense, Experlogix may verify Customer's compliance with this Agreement by directing an independent auditor (under appropriate nondisclosure obligations) to conduct an audit or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Experlogix or the auditor reasonably requests related to the

verification and access to systems running the Services. If verification or self-audit reveals any unlicensed use, Customer must order sufficient licenses to cover the period of its unlicensed use. The audits may be conducted more frequently, if required by applicable regulators, of books and records related to this Agreement. The expenses for all such audits will be borne by the party conducting the audit. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

4. Fees; Payment.

4.1 Software Fees.

4.1.1 Customer will pay to Experlogix the Fees set forth in the applicable Software Order ("Software Fees"). Except as otherwise provided in an applicable Software Order, each Software Order is non-cancellable, and all sums paid are non-refundable. Software Fees shall be due at the beginning of the Software Initial Term and within ninety (90) days of Experlogix issuing the invoice for the Software Renewal Term. Additional Software Fees for adding additional Users will be paid by Customer upon receipt of an invoice for such additional Users by Experlogix, and such additional Software Fees will be prorated through the end date of the then-current Software Initial Term or Software Renewal Term. Experlogix may increase Fees for any Software Renewal Term provided such increase does not become effective until the end of the then-current Software Initial Term or Software Renewal Term.

4.1.2 Customer acknowledges and agrees that Software Fees are calculated based on normal usage of the Services in a manner consistent with its intended purposes as described in the Documentation. Unless set forth otherwise in an Order, if Customer's use of the Services results in CPU or bandwidth usage, or usage of any metered resource paid for by Experlogix through its cloud provider, that significantly exceeds average levels (collectively, "Usage"), Customer may incur additional fees ("Hosting Fees"). If Customer approaches such Usage level, Experlogix shall use reasonable efforts to notify Customer in writing, providing details of the excess Usage and the potential Hosting Fees associated therewith. Customer shall have (30) days from the date of notification to either (a) reduce its Usage to normal levels or (b) agree to the payment of the Hosting Fees, in which case Experlogix shall invoice Customer for such additional Hosting Fees, which shall be due and payable within thirty (30) days of Customer's receipt of such invoice.

4.2 Service Fees. Customer will pay to Experlogix the Fees set forth in the applicable Statement of Work for Professional Services ("Service Fees"). Service Fees shall be due within thirty (30) days of Experlogix issuing the relevant invoice unless the applicable Statement of Work says otherwise. Professional Services performed outside the scope of an applicable Statement of Work will be billed at Experlogix' hourly rates then in effect. Customer shall reimburse Experlogix for reasonable travel, lodging and meal expenses, and such other costs and expenses Experlogix may incur in connection with the performance of Professional Services ("Expenses"). Experlogix will provide documentation related to Expenses upon request.

4.3 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Experlogix' income.

4.4 Late Payments. Experlogix may charge interest on all late payments at the lesser of (a) 1.5% per month or (b) the highest rate permissible under Applicable Law, calculated daily and compounded monthly. If any amount owed by Customer hereunder that is not subject to a good faith dispute is sixty (60) or more days overdue, Experlogix may suspend any and all Services until such amounts are paid in full. Customer will continue to be charged Software and Service Fees during any period of suspension. Experlogix' right to suspend the Services under this Section 4.4 will be without prejudice to any other right or remedy available to Experlogix under this Agreement or Applicable Law.

4.5 No Right to Setoff or Deduction. Every payment payable under this Agreement will be made in full without any set-off or counterclaim howsoever arising and will be free and clear of, without deduction of, or withholding for or on account of, any other amount which may be due and payable under this Agreement.

5. Term and Termination.

5.1 Agreement Term. Subject to the terms and conditions herein, this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Sections 5.2 or 5.3 or until six (6) months following the expiration of all Orders hereunder. Either party may terminate this Agreement at any time upon written notice to the other party if no Orders are active at the time of such notice.

5.2 Order Term; Renewal.

5.2.1 If no Order Term is specified in a Software Order, the applicable Order Term shall be one (1) year from the effective date of such Software Order (the "Software Initial Term") and the Software Order shall automatically renew for successive periods of one (1) year each (each, a "Software Renewal Term") unless prior written notice of non-renewal is delivered by either party to the other at least ninety (90) days before the expiration of the Software Initial Term or then-current Software Renewal Term.

5.2.2 If no Order Term is specified in a Statement of Work, the Order Term shall begin on the effective date of such Statement of Work and shall expire upon completion of the Services under such Statement of Work.

5.3 Termination for Breach.

5.3.1 Either party may terminate the Agreement or any Order by written notice thereof to the other party, if the other party materially breaches the Agreement or such Order and, where such breach is curable, has not cured such breach within thirty (30) days' receipt of written notice thereof. Where the Agreement or an Order is terminated by Customer due to Experlogix' failure to cure a material breach of the Agreement in accordance with this Section 5.3, Experlogix shall provide a pro-rata refund of all pre-paid Fees for Services not received by Customer under such Order or under the Agreement.

5.4 Termination for Insolvency. Either party may terminate this Agreement and all Orders as of a date specified in a termination notice if: (a) a party files a petition under any chapter of the United States Bankruptcy Code (11 U.S.C. §101 et. seq., as amended from time to time), or under any similar law or statute (each, an "Insolvency Statute"); (b) a petition is filed under any such Insolvency Statute (provided that such petition is not dismissed within thirty (30) days of filing) or such party notifies the other party that such a petition will be filed under an Insolvency Statute; (c) a party becomes or is declared insolvent or is unable to pay its debts as they become due; (d) a party is the subject of any proceedings related to dissolution, liquidation, insolvency, or the appointment of a receiver, trustee, or similar officer for all or a substantial part of such party's assets; or (e) a party makes an assignment for the benefit of all or substantially all of its creditors.

5.5 Effect of Termination. Upon termination of the Agreement, (i) Customer will immediately cease all use of and access to the Services; (ii) except as set forth in Section 5.2 (Termination for Breach), all Fees shall become immediately due and payable; (iii) Experlogix will make any Customer Data available for Customer to access for a period of thirty (30) days after expiration or termination, after which Experlogix will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control; and (iv) each party will destroy or return the other party's Confidential Information. Termination will not relieve either party from any liability arising from any breach of this Agreement. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms.

5.6 Transition Assistance. At Customer's option, provided that Experlogix has not terminated this Agreement pursuant to Section 5.3 or 5.4, Experlogix shall provide reasonable assistance in transitioning any Customer Data to an alternate service provider ("Transition Services") in accordance with a Statement of Work setting forth the terms of such Transition Services. Customer acknowledges and agrees that Transition Services are an optional Professional Service and shall be subject to additional Fees.

6. Data and Proprietary Rights.

6.1 Customer Data. As between Customer and Experlogix, Customer owns all Customer Data and Customer Marks. During the Term, Customer grants to Experlogix a non-exclusive, non-transferable, non-assignable (except as set forth

in Section 13.15 below), worldwide, royalty-free, fully paid license to access and use Customer Data to provide the Services to Customer, to monitor, develop, and improve the Services, and to create Aggregated Data. Customer is solely responsible for the legality, reliability, integrity, accuracy and quality of Customer Data and, to the extent within its control, Customer will ensure that Customer Data complies with all Applicable Laws. Experlogix reserves the right to monitor Customer's use of the Services, and the data collected therein, which may include reviewing Customer Data collected by or stored in the Services as necessary to ensure compliance with Applicable Law and with the terms of this Agreement.

6.2 Experlogix Property. Customer acknowledges and agrees that, as between Experlogix and Customer, all right, title and interest in and to the Experlogix Property is and shall remain owned by Experlogix or its licensors, and this Agreement in no way conveys any right, title or interest in the Experlogix Property other than a limited right to use the Services in accordance with this Agreement. Customer shall not remove any Experlogix Marks from any Experlogix Property without Experlogix' prior written consent. Customer will not assert or cause any other party (including, without limitation, any User) to assert any right, title, or interest in or to the Experlogix Products or other portion of Experlogix' Intellectual Property Rights. This Agreement is not a sale and does not give Customer any rights of ownership in, or related to, the Services, the Experlogix Products, or Experlogix' Intellectual Property Rights. If Customer makes, acquires, creates, or conceives any Improvements to the Experlogix Property, Customer agrees to and hereby does assign to Experlogix any and all right, title and interest in and to such Improvements, including all Intellectual Property Rights therein or relating thereto. Except as set forth in this Agreement, Customer is granted no licenses or rights in or to any Experlogix Property, or any Intellectual Property Rights therein or related thereto.

6.2.1 Usage Data. Nothing herein shall be construed as prohibiting Experlogix from utilizing the Usage Data to operate and improve the Services or otherwise operate Experlogix' business; provided that if Experlogix provides Usage Data to third parties, such Usage Data shall be de-identified and presented in the aggregate such that it will not and could not reveal the identity of Customer or any User to any third party.

6.2.2 Solution Materials. Notwithstanding anything to the contrary in Section 6.2, Experlogix hereby grants Customer an irrevocable, fully paid, royalty-free license to reproduce, modify, keep and use the Solution Materials for Customer's internal business purposes. To the extent the Solution Materials include Experlogix' Confidential Information, the Solution Materials will be subject to the confidentiality obligations under Section 8.1.

6.2.3 Customer Property. As between the parties, Customer retains all ownership rights in the Customer Data, Customer Output, and Customizations, subject to Experlogix's rights in any and all Experlogix Property incorporated therein.

6.2.4 Customer Output. Experlogix shall make Customer Output available for download by Customer at any time during the Term. EXPERLOGIX OFFERS NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY OR OTHER RIGHTS IN OUTPUTS AND CUSTOMER USES OUTPUTS AT ITS OWN RISK WITH REGARD TO ALL SUCH RIGHTS.

6.2.5 Customizations. In the event Customizations to the Software are necessary to meet Customer's requirements, such Services will be carried out in accordance with a Statement of Work describing such Customizations. Customer acknowledges and agrees that unless explicitly identified as a Customization in a Statement of Work, Improvements are not Customizations.

6.3 Sensitive Data. "Sensitive Data" means any Personal Data that requires a heightened degree of protection by Applicable Law. Sensitive Data includes, but is not limited to, social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, CVVs, credit report information or other personal financial information, health or medical information, or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted requiring heightened standards for data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act, the Gramm-Leach-Bliley Act, and special categories of data as defined in the General Data Protection Regulation. Customer must use reasonable efforts to limit the inclusion of other Personal Data in Customer Data to the amount that is directly relevant and necessary to Customer's use of the Services. If Customer discovers that any Customer Data does include Sensitive Data, Customer will promptly notify Experlogix and provide sufficient information to Experlogix to locate such Sensitive Data, and upon such notification, Experlogix'

sole obligation will be to delete the Sensitive Data in its control or possession. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Experlogix shall be for Experlogix to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Experlogix in accordance with its archiving procedures.

7. Data Processing Addendum. Unless the parties agree otherwise in a signed writing, Experlogix' standard Data Processing Addendum ("DPA"), available at experlogix.com/legal, will apply to the processing of Personal Data by Experlogix, if any. Each party agrees to comply with the terms of the DPA, which will be incorporated into this Agreement by reference.

8. Confidentiality.

8.1 Protection. The party receiving Confidential Information ("Receiving Party") from the other party ("Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.2 Exceptions. The Receiving Party's obligations under Section 8.1 (Protection) above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8.3 Return of Information. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of the Disclosing Party. Notwithstanding the foregoing, Receiving Party may retain Confidential Information (a) contained in electronic archives and backups made in the ordinary course of business; (b) that Receiving Party is required by law to maintain; or (c) that such Receiving Party reasonably determines is necessary to demonstrate to Disclosing Party or any regulatory authority Receiving Party's compliance with this Agreement or any Applicable Law or regulation; provided that all such Confidential Information retained will remain subject to the protections set forth herein for so long as it remains in Receiving Party's possession or control. At such time as Receiving Party's basis for retaining such information ceases to exist, Receiving Party will return or destroy such information as set forth above.

8.4 Injunctive Relief. Each party acknowledges that a breach or threatened breach of this Section 8 (Confidentiality) would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 8 by the other party or any of its employees or agents.

9. Security. Each party shall ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the other party, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and

services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it).

10. Warranties; Disclaimers.

10.1 Mutual Warranties. Each party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate Applicable Laws.

10.2 Experlogix Warranties.

10.2.1 Experlogix warrants that (a) that the Software will perform substantially in accordance with the Documentation under normal use and circumstances (the "Software Warranty"); (b) it will provide the Professional Services in a manner consistent with general industry standards reasonably applicable to the provision of such Services; and (c) it performs industry standard security scanning of the Software to check for viruses or Malicious Code prior to making the Software publicly available. The parties acknowledge that (i) the provision of Professional Services is inherently iterative, involving a dynamic process of development, testing, and refinement; (ii) during the course of rendering the Professional Services, non-conformities and errors may arise; and (iii) such non-conformities and errors are a normal part of the Professional Service delivery process and shall not constitute a breach of this warranty. The Software Warranty does not apply to Customizations.

10.2.2 If Customer notifies Experlogix of a reproducible error in the Software that indicates a breach of the Software Warranty (each, an "Error") within thirty (30) days after Customer experiences such Error, Experlogix shall, at its own expense and as its sole obligation and Customer's exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Experlogix is unable to correct or provide a workaround for such Error within sixty (60) days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon written notice to Experlogix and, Experlogix shall refund the amounts paid by Customer for access to the Software for the period during which the Software was not usable by Customer due to such Error. The Software Warranty shall not apply to any Error resulting directly or indirectly from (i) alteration, modification, or enhancement by any party other than Experlogix; (ii) adjustment, use, operation, or installation of the Software other than in accordance with the Documentation, or as authorized in writing by Experlogix. Furthermore, no warranties shall apply in the event of an uncured breach of this Agreement by Customer for which notice of breach has been given by Experlogix hereunder.

10.3 Customer Warranties. Customer warrants that (a) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all Customer Data that is placed on, transmitted via, or collected by the Services; and (b) the provision and use of Customer Data as contemplated by this Agreement and the Services does not and will not violate any Customer privacy policy, terms of use, or other agreement to which Customer is a party or any law or regulation to which Customer is subject.

10.4 Disclaimers. EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY PROVIDED IN SECTIONS 10.1 (MUTUAL WARRANTIES) THROUGH 10.3 (CUSTOMER WARRANTIES), NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND PLATFORM ARE DESIGNED SOLELY TO SUPPORT CUSTOMER'S INTERNAL PROCESSES ("CUSTOMER OPERATIONS"). THE SERVICES AND PLATFORM DO NOT AND CANNOT IDENTIFY EVERY POTENTIAL RISK OR PREVENT ALL EVENTS THAT COULD LEAD TO DEATH, PERSONAL INJURY, OR PROPERTY OR ENVIRONMENTAL DAMAGE OR OTHER HARM. IN NO EVENT WILL EXPERLOGIX OR ANY EXPERLOGIX PERSONNEL BE RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, HARM, DAMAGE, OR LIABILITY RESULTING FROM CUSTOMER OPERATIONS. CUSTOMER ASSUMES SOLE RISK AND LIABILITY FOR ANY HARM, LOSS, DAMAGE, OR LIABILITY RESULTING FROM CUSTOMER OPERATIONS AND CUSTOMER SHALL INDEMNIFY AND HOLD EXPERLOGIX HARMLESS FROM ANY CLAIMS WITH RESPECT TO OR ARISING FROM SUCH EVENTS.

11. Indemnification.

11.1 Claims Against Customer. Experlogix will defend, indemnify, and hold harmless Customer, its Affiliates, and their respective directors, officers, employees, representatives, and agents (collectively, the "Customer Indemnified Parties") from and against any and all claims, losses, damages, suits, fees, judgments, compromises, or settlements, costs, and expenses ("Losses") to the extent based upon or arising from a third-party claim (collectively, "Third-Party Claims") alleging (a) Experlogix' gross negligence or willful misconduct; and (b) a claim that the Software or Customer's use thereof infringes or violates any U.S. patent, copyright, or trademark right of a third party or misappropriates any trade secret of any third party (each, a "Customer Claim"). Experlogix will pay all Losses incurred by and damages against the Customer Indemnified Parties in connection with such Customer Claim but will not be responsible for any compromise or settlement made without its express prior written consent. Such indemnity pursuant to 11.1(b), however, is specifically exclusive of any such claims to the extent they arise or result, directly or indirectly, from Customer's (i) unauthorized alteration of the Services; (ii) use of the Services in combination with apparatus, hardware, software, or services not provided or authorized by Experlogix; (iii) any use of the Services by Customer that violates any law or regulation of any governmental authority or self-regulatory agency or authority applicable to Customer; or (iv) the nature, origin, or content of Customer Data that violates Applicable Law or the terms of this Agreement. In order to resolve any such Third-Party Claim relating to subsection 11.1(b) above, Experlogix may, but is not obligated to, (A) modify or replace the Services to make them non-infringing; (B) procure any rights from a third party necessary to provide the Services; or (C) replace the Services with work product that is materially equal in capabilities, capacity, performance, and ease of use but is non-infringing. If none of the foregoing remedies is available to Experlogix on commercially reasonable terms, Experlogix may terminate this Agreement and Experlogix will refund to Customer a prorated portion of any prepaid Fees allocable to the period after such termination. THIS SECTION 11.1 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND EXPERLOGIX' SOLE AND EXCLUSIVE LIABILITY, REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

11.2 Claims Against Experlogix. Customer shall defend, any claim, suit or action against Experlogix, its Affiliates, and their respective directors, officers, employees, representatives, and agents (collectively, the "Experlogix Indemnified Parties") brought by a third party to the extent that such claim, suit or action is based upon any Customer Data or Customer and its Users' use of the Services in violation of this Agreement ("Experlogix Claim") and Customer shall indemnify and hold the Experlogix Indemnified Parties harmless, from and against Losses that are attributable to such Experlogix Claim or those costs and damages agreed to in a settlement of such Experlogix Claim.

11.3 Indemnification Procedures. The indemnified party shall give the indemnifying party prompt written notice (a "Claim Notice") of any Losses or discovery of facts on which indemnified party intends to base a request for indemnification under Section 11.1 or 11.2, as applicable. Each Claim Notice must contain a description of the Third-Party Claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). indemnified party shall furnish promptly to indemnifying party copies of all papers and official documents received in respect of any Losses. An indemnified party's failure to provide a Claim Notice under this Section 11.3 does not relieve the indemnifying party of any liability that the indemnifying party may have to the indemnified party, but in no event shall the indemnifying party be liable for any Losses that result directly from a delay in providing such notice, which delay materially prejudices the defense of the related Third-Party Claim.

12. LIMITATION OF LIABILITY.

12.1 TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NO MATTER HOW CAUSED OR THE THEORY OF LIABILITY, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE, THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR A) ANY INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, OR OTHER INDIRECT DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, OR ACCURACY OF RESULTS, OR B) ANY MATTER BEYOND THE PARTY'S REASONABLE CONTROL.

12.2 EXCEPT FOR (a) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (b) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, (c) CUSTOMER'S BREACH OF ITS OBLIGATIONS UNDER SECTION 3.3 (USAGE RESTRICTIONS), (d) DAMAGES RESULTING FROM DEATH, BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY CAUSED BY EITHER PARTY'S GROSS NEGLIGENCE, AND (e) CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY AGREES THAT A PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, NO MATTER THE

THEORY OF LIABILITY, WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID OR OWED BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

13. General.

13.1 Non-Solicitation of Experlogix Personnel. During the Term, Customer shall not, and shall not assist any other person to, directly or indirectly recruit or solicit (other than by general advertisement not directed specifically to any person or persons) for employment or engagement as an independent contractor any of Experlogix' Personnel then or within the prior twelve (12) months employed or engaged by Experlogix or any subcontractor and involved in any respect with the Services or the performance of this Agreement.

13.2 Insurance. Experlogix agrees to maintain, throughout the Term, industry standard insurance coverage in amounts appropriate to the nature of its business. All insurance policies required under this Section will be issued by insurance companies with a Best's rating of no less than A-VII. Upon Customer's written request, Experlogix will provide Customer with copies of its most recent certificates of insurance. Nothing in this Section is intended to waive, restrict, or limit the liability of either party under this Agreement.

13.3 Export Laws. Both parties agree to comply with all laws and regulations related to imports, exports, and software usage. This includes regulations from the U.S. Department of Commerce, State, and the Enhanced Proliferation Control Initiative. Without prior consent, Customer will not export or transmit any part of the Services or Confidential Information to any restricted entity or country. If the Customer is on any official sanctions list, or if providing Services to Customer is otherwise prohibited, Experlogix may terminate this Agreement and any Order and cease providing Services.

13.4 Anti-Bribery and Anti-Corruption. Each party will comply with Applicable Law concerning bribery and corruption. As of the Effective Date and the date of each Order, each party represents that it has neither received nor been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any employee, agent, or representative of the other party or its Affiliates in connection with this Agreement. Each party agrees to promptly notify the other party if it learns of any violation of the foregoing. This representation is not intended to include reasonable gifts and entertainment provided in the ordinary course of business, to the extent such gifts and entertainment are permitted by Applicable Law.

13.5 Governing Law. This Agreement, and any disputes arising out of or related hereto, shall be governed by and construed in accordance with the laws of the jurisdiction set forth under "Governing Law" below, without regard to its conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that any disputes, claims, or litigation arising from or related in any way to this Agreement or the parties' relationship with each other shall be litigated exclusively in the courts of the location set forth under "Venue" below. Each party hereby consents to the jurisdiction of such courts and waives any right it might otherwise have to challenge such jurisdiction or to seek a change of venue in any legal action brought in accordance with this provision.

Contracting Entity	Governing Law	Venue
EXPERLOGIX, LLC	Delaware, USA	Delaware
EXPERLOGIX TECHNOLOGIES CANADA, INC.	Delaware, USA	Delaware
APHIX SOFTWARE LIMITED	England and Wales	London
EXPERLOGIX BV	England and Wales	London
XPERTDOC BVBA	England and Wales	London

13.6 Waiver. No waiver by either party of any provision of this Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.7 Survival. All of the provisions of this Agreement which expressly or, by their nature, should extend beyond expiration or termination of this Agreement shall survive and remain in full force and effect and apply to each party's respective Affiliates, successors, and permitted assigns.

13.8 Severability. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to invalid, illegal, or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under Applicable Law and the remaining provisions of this Agreement will continue in full force and effect.

13.9 English Language. The parties hereto have expressly requested that this Agreement and all the documents relating thereto be drawn up in the English language only. Les parties aux présentes ont expressément demandé que la présente convention et tout autre document s'y rapportant soient rédigés en anglais seulement.

13.10 Entire Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

13.11 Amendment. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party that expressly states the sections of this Agreement to be modified; no other act, usage, or custom will be deemed to amend or modify this Agreement.

13.12 No Third-Party Beneficiaries. The parties do not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

13.13 Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13.14 Force Majeure. Except for payment obligations, neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party and uses reasonable efforts to overcome such circumstances. Notwithstanding the foregoing, if a force majeure event causes a failure or delay of a party's performance that persists for a period of more than thirty (30) consecutive days, the other party will have the right to terminate this Agreement upon written notice to the affected party.

13.15 Assignment. This Agreement and any rights or obligations hereunder may not be assigned, sublicensed or otherwise transferred by either party without the prior written consent of the other party (not to be unreasonably withheld or delayed), except that either party may assign or transfer this Agreement without the other party's consent (a) to any of its Affiliates, or (b) upon a change of control of a party, a sale of all or substantially all assets of that party, or by operation of law. This Agreement shall inure to the parties' successors and permitted assigns.

EXPERLOGIX: [SELECT ENTITY]	[CUSTOMER FULL LEGAL NAME]
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Address for Notice:	Address for Notice:

Appendix A

Software

The Software includes one or more of the following products, as specified in an applicable Order.

- Experlogix Configure, Price, Quote (CPQ)
- Experlogix Document Automation
- Experlogix Digital Commerce

Customer Data

CPQ	Document Automation	Digital Commerce
Customer Data is shared by the Customer through the use of Experlogix' Design Center tool. Customer Data may include: • Business rules and policies • Product configurations and features • Product diagrams and images • Pricing strategies • Configuration logic • Any other unique requirements the Customer may have.	The makeup of Customer Data is highly dependent on the Customer's configuration of the Software. The Customer decides which integrations to use with Document Automation. Out-of-the-box integrations include leading CRM systems such as Microsoft Dynamics 365 and Salesforce. Customer Data may include: • Any data which Customer chooses to share via Document Automation integrations (e.g., product inventory, customer contact information, policies and contracts) • Documents and data generated through the use of the Software • Data shared by Customer's end users	Customer Data typically includes information about a Customer's clients and a Customer's product catalog. The Customer selects which data sources to integrate the Software with, such as the Customer's ERP. Customer Data may include: • Customer branding and marks • Financial data elements (e.g., credit limits and balances) • Product catalog • Pricing and stock levels • Shipping and billing addresses • Data shared by Customer's end users

Appendix B

Support Services and Service Levels

1. Support Requests. The Support Services will be accessible to Users with administrative privileges ("Administrative Users") in the following ways:

Access to Support and Helpdesk	Email: support@experlogix.com and ticketing system.
Experlogix Support Portal (Submit and Track Support Tickets)	https://support.experlogix.com.
Experlogix Knowledge Base (Self-Help)	Experlogix Knowledge Base

2. Standard Support Services Availability. The Experlogix Support Portal and Experlogix Knowledge Base are available 24/7. Experlogix Helpdesk is available during regular business hours with the exclusion of holidays. Support Services outside the business days and business hours may be provided, on a case-by-case basis and upon agreement between the parties, charged on a time and material basis (prepaid or on occurrence). Should the Experlogix Support Portal be unavailable, any Administrative User can contact Experlogix' Helpdesk, during business hours, via phone at the following numbers:

   North America: 1-805-504-9729, option 2
   EMEA: +32 (0) 52 52 27 70

3. Support Policy.
   a. For purposes of this Appendix, an "Incident" is any event or series of events that materially disrupts, degrades, or otherwise adversely impacts the availability, performance, or functionality of Experlogix Technology.
   b. In any request for support filed through the Experlogix Support Portal by an Administrative User, an initial severity level of any request or Incident should be estimated and indicated within the Support Request by the Administrative User or in consultation with the Experlogix support representative if communication has already occurred between Experlogix and the Administrative User and the Administrative User was unable to estimate such severity level. The severity level of an Incident shall be assigned in accordance with this table:

P1	CRITICAL	Major functionality not working for all or most users, with no known workaround
P2	HIGH	Major functionality not working for one or a few users with no known workaround; OR minor functionality not working for several or all users with no known workaround
P3	MEDIUM	Minor functionality not working with no workaround available; OR major functionality not working with an available workaround
P4	LOW	Minor issue that impacts product usability for one or a few users, and a workaround is available; OR any other subject not related to a production issue

   c. Resolution of an Incident may take the form of a permanent solution or a temporary fix allowing a satisfactory level of service until a permanent solution can be implemented. Estimated resolution times are provided for reference purposes only and the Customer understands and agrees that such estimates must never be interpreted as creating an obligation, guarantee or representation for the Customer. Experlogix reserves the right, at any time and at its sole discretion, to modify the Support Policy. To the extent Customer has executed an Order setting forth specific Support Services, such Order shall take precedence over any conflicting language in the Support Policy.

4. Service Levels. The Software and related services are hosted across multiple data centers on the Microsoft Azure platform. Thus, Experlogix relies on Service Level Agreements provided by Microsoft Azure. All Service Level Agreements for Microsoft Azure has a commitment for 99.9% and above uptime and connectivity. Detailed SLAs can be found from https://azure.microsoft.com/en-us/support/legal/sla/ and summaries from https://azure.microsoft.com/en-us/support/legal/sla/summary/.

End User License Agreement

Last Updated: June 10, 2025

BY DOWNLOADING, INSTALLING, OPERATING, ACCESSING OR USING ("Use, Used, or Using") OBSERVIQ SOFTWARE, THE INDIVIDUAL AND THE LEGAL ENTITY ON WHOSE BEHALF THE SOFTWARE IS USED ("You or Your") AGREE TO BE BOUND BY THE TERMS OF THIS END USER LICENSE AGREEMENT ("EULA") BETWEEN YOU AND OBSERVIQ, INC. A DELAWARE CORPORATION ("observIQ"). THE EULA MAY BE REVISED BY OBSERVIQ FROM TIME TO TIME. IF ANY CHANGES TO THIS EULA ARE MADE, AN UPDATED VERSION OF THE AGREEMENT WILL BE POSTED ON observIQ'S WEBSITE. IT IS YOUR RESPONSIBILITY TO REVIEW THE UPDATED TERMS OF THIS AGREEMENT. YOUR CONTINUED USE OF THE SOFTWARE AFTER THE CHANGES ARE POSTED CONSTITUTES YOUR ACCEPTANCE OF THE REVISED TERMS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MUST NOT USE THE SOFTWARE, AND YOU MUST DELETE OR RETURN THE UNUSED SOFTWARE TO observIQ FORTHWITH AND REQUEST A REFUND OF THE LICENSE FEE, IF ANY, THAT YOU PAID FOR THE SOFTWARE.

EVALUATION LICENSE. If You are using the Software for evaluation purposes, Your use of the Software is only permitted in a non-production environment and for the period limited by the Order, or if no term is specified, thirty (30) days. Notwithstanding any other provision in this EULA, for evaluation purposes the Software is provided “AS-IS” without indemnification, support or warranty of any kind.

BINDPLANE FREE EDITION RESTRICTIONS. If you are using the "Bindplane Free Edition" version of the Software, your use is restricted to 10GB/Day of ingest and managing up to 10 agents. Any usage beyond these limitations is in violation of this EULA.

DEFINITIONS.

1.1. “Affiliate” means, with respect to a party, an entity that is directly or indirectly controlled by, is under common control with, or controls that party, by voting, contractual or similar interest.

1.2. “Documentation” means that documentation that is generally provided to You by observIQ with the Software, as revised by observIQ from time to time, which includes the applicable user guide located at https://observiq.com/product-guides (“Product Guide”), end user manuals, operation instructions, installation guides, release notes, and on-line help files regarding the use of the Software.

1.3. “Intellectual Property Rights” means all worldwide intellectual

property rights, including without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered.

1.4. “License Key” means a serial number that enables You to activate and Use the Software.

1.5. “Open Source Software” or “OSS” means software components embedded in or distributed with the Software and provided under separate license terms, which can be found either in the oss_attribution.txt file, the LICENSE OR NOTICE FILE (or similar file) provided within the Software.

1.6. “Order” means a purchase order, on-line purchase, or other ordering document issued by You to observIQ or an observIQ authorized reseller (“Authorized Reseller”) that sets forth applicable license metrics (Price, Evaluation, Term duration, Enterprise, On-premises or SaaS (Hosted), $/Gigabyte or other associated fees) and is accepted by observIQ as set forth in the Order Section below.

1.7. “Software” means the observIQ computer programs listed on observIQ’s website, whether provided in a form hosted (SaaS) by observIQ (e.g., BindPlane Original) or an on-premises version (e.g., Bindplane Enterprise) as set forth in an Order, including Documentation, updates and new releases that observIQ provides generally to its customers from time to time. “Software” includes observIQ API’s, as well

as certain libraries developed and made available by observIQ from time to time that wrap the API (“observIQ Libraries”) and software agents to support the collection, and reporting of events and metrics (“observIQ Agents”), collectively, the “observIQ Tools”.

1.8. “Term” means the duration of a License as specified in the Order.

1.9. “Territory” means the country or countries in which You have been invoiced; provided, however, that if You have been invoiced within any of the European Economic Area member states, You may deploy the corresponding Software throughout the European Economic Area.

1.10. “Third Party Agent” means a contractor, vendor or other third party delivering information technology services to You or observIQ as applicable.

LICENSE GRANT.

2.1. General License Grant. Subject to payment of applicable fees and the limitations and restrictions set forth herein, the Product Guide and in an Order, observIQ grants You a non-exclusive, revocable, non-transferable (except as set forth in the Transfers; Assignment Section) license to Use the Software (in object code only) and the Documentation during the Term and within the Territory, solely for Your internal business operations. If you elect to use the observIQ Tools, you acknowledge and agree that such observIQ Tools are only made available to support access to and use of observIQ computer programs and shall not be used

unless in conjunction with observIQ computer programs.

2.2. Third Party Agents. Under the License granted to You in the General License Grant Section above, You may permit Your Third Party Agents to Use the Software on Your behalf for the sole purpose of delivering services to You, provided You shall be fully responsible for Your Third Party Agents' compliance with the terms and conditions of this EULA.

2.3. Copying. You may copy the Software and Documentation only as necessary to install and run the quantity of copies Ordered, but otherwise for archival purposes only.

2.4. Feedback. Feedback provided to observIQ related to the Software may be used by observIQ to improve or enhance its products and, accordingly, You grant observIQ is a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit such feedback without restriction.

2.5. Open Source Software. Notwithstanding anything herein to the contrary, Open Source Software is licensed to You under such OSS's own applicable license terms. To the extent any such applicable license provides You rights that are inconsistent with rights granted in this EULA, then the rights in the applicable open source license shall take precedence, but solely with respect to such open source software. To the extent the license for any Open Source Software requires observIQ to make available to You the corresponding source code and/or

modifications (the “Source Files”), You may obtain a copy of the applicable Source Files by sending a written request to: opensource@observiq.com. All requests should clearly specify: Open Source Files Request. The source code and associated licenses for the observIQ Tools are available at https://github.com/observIQ.

2.6. Customer Data. You hereby grant observIQ and its Third Party Agents a worldwide, non-exclusive, royalty-free right and license during the Term to use, reproduce, transmit, perform, display and store Your usage and operational information, as well as Your data and network, security, user, and file information, (collectively, “Customer Data”) solely for the purpose of supporting Your use of the Software, including but not limited to, auditing purposes, analytics purposes, statistical purposes, bug fixes and creating reports. Subject to the confidentiality obligations contained in this EULA, You agree observIQ may additionally use Customer Data: (a) for operating, maintaining, and improving observIQ’s products and services; and (b) in aggregate form only, not attributable to You, for research and marketing purposes. You shall retain all right, title and interest in and to Customer Data and all Intellectual Property Rights therein.

RESTRICTIONS; OWNERSHIP.

3.1. License Restrictions. Without observIQ’s prior written consent, You must not, and must not allow any third party to: (a) use Software in an

application services provider, service bureau, or similar capacity for third parties; (b) disclose to any third party the results of any benchmarking, testing or comparative or competitive analyses of the Software done by or on behalf of You; (c) make the Software available in any form to anyone other than Your employees or Third Party Agents reasonably acceptable to observIQ; (d) transfer or sublicense the Software to an Affiliate or any third party, except as expressly permitted in the Transfers; Assignment Section; (e) use Software in conflict with the terms and restrictions of this EULA and other requirements specified in the Product Guide and/or Order; (f) except to the extent permitted by applicable mandatory law, modify, translate, enhance, or create derivative works from the Software, or reverse engineer, decompile, or otherwise attempt to derive source code from the Software, except as specified in the Decompilation Section; (g) remove any copyright or other proprietary notices on or in any copies of Software; (h) reproduce, distribute, republish, display, post or transmit in any form or by any means the Software, including but not limited to electronic, mechanical, photocopying, recording or other means; (i) Use the Software in order to build a similar or competitive product or service; or (j) violate or circumvent any technological restrictions within the Software.

3.2. Decompilation. Decompiling the Software is permitted to the extent the laws of the Territory give You the express right to do so to obtain information necessary to render the Software interoperable with other

software; provided, however, You must first request such information from observIQ, provide all reasonably requested information to allow observIQ to assess Your claim, and observIQ may, in its discretion, either provide such interoperability information to You, impose reasonable conditions, including a reasonable fee, on such use of the Software, or offer to provide alternatives to ensure that observIQ's proprietary rights in the Software are protected and to reduce any adverse impact on observIQ proprietary rights.

3.3. Ownership. Right, title and interest in the Software, all copies and portions thereof, and all improvements, enhancements, modifications and derivative works thereof, and all Intellectual Property Rights therein, are and shall remain the sole and exclusive property of observIQ and its licensors. Nothing in this EULA constitutes a sale, transfer or conveyance of any title or ownership in the Software. Your rights to use the Software shall be limited to those expressly granted in this EULA and any applicable Order. observIQ reserves all rights not expressly granted to You. No other rights with respect to the Software or any related Intellectual Property Rights are implied.

3.4. Third Party Software and Services. Although You may be able to connect to or otherwise access non-observIQ services, software or materials with the Software, You acknowledge and agree that: (a) observIQ does not control and is not responsible for any such non-observIQ services, software or materials; (b) observIQ has no

liability with respect to any use of non-observIQ services, software or materials; and (c) You are responsible for complying with any third party licenses and other terms applicable to the non-observIQ services, software or materials.

1. ORDER; FEES.
   4.1. Order. Your Order is subject to this EULA or an applicable license agreement executed by both You and observIQ which supersedes this EULA. No Orders are binding on observIQ until accepted by observIQ.
   4.2. Fees. You shall pay ObservIQ (or Authorized Reseller) the amounts specified in each Order within thirty (30) days of the date of each ObservIQ (or Authorized Reseller) invoice unless otherwise specified in the Order. All amounts shall be paid in U.S. dollars and shall be fully earned when paid and non-refundable. You must assert any payment dispute in writing within ten (10) days of Your receipt of the invoice giving rise to the dispute. ObservIQ will not exercise its termination rights or apply interest on late payments if You dispute the applicable charges reasonably and in good faith and provide reasonable cooperation to resolve the dispute. Except in the event of such good faith disputes, all unpaid invoices past due are subject to a late charge equal to the lesser of 1.5% per

month or the maximum interest allowed by law.

4.3. Authorized Reseller Orders. If You Order the Software through an Authorized Reseller, the terms of Your subscription with such Authorized Reseller will control with respect to all pricing and fees; provided, however, that ObservIQ may suspend or terminate Your access to the Software if such Authorized Reseller has not paid ObservIQ the applicable fees relating to Your Use.

4.4. Payment Methods. If You pay using a credit card or any digital payment method supported by ObservIQ, You authorize ObservIQ to charge Your account for the Software using that payment method. You must keep all information in Your billing account current to ensure that all amounts are charged to the appropriate account and are timely paid.

4.5. Taxes. All fees and amounts set forth in the Orders are exclusive of taxes, levies, duties or charges imposed by government authorities (collectively, "Taxes"). You shall be solely responsible for all sales, service, value-added, use, excise, consumption and any other Taxes on amounts payable by You under the Orders and this EULA (other than any Taxes on ObservIQ's income). If You are required to deduct or withhold any Tax under applicable law, You must pay the amount deducted or withheld as required by applicable law and pay ObservIQ an additional amount so that ObservIQ receives payment in full of amounts due under the Order as if there were no deduction or withholding.

4.6. Overage Policy. Our pricing is based on the volume of data ingested, measured in TB per day. Your license allows for a specified daily average ingestion over each monthly billing period. This model provides flexibility for usage spikes, as long as your monthly average remains within your license limit. If your usage exceeds your licensed limit, you will be charged for the overage at your current rate. This ensures a straightforward and consistent

approach to billing, regardless of the extent of the overage. We provide tools to help you monitor your usage and will provide regular usage reports. For self-hosted deployments, usage audits may be required on a regular basis. Any overages identified during these audits will be invoiced accordingly. We are committed to transparent pricing and will work with you to ensure you have the most cost-effective solution for your needs. If you consistently exceed your current license limit, we recommend discussing an upgrade to a higher tier to better suit your usage patterns.

2. RECORDS AND AUDIT. During the Term for Software and for two (2) years after its expiration or termination, You will maintain accurate records of Your use of the Software sufficient to show compliance with the terms of this EULA. observIQ will have the right to audit Your use of the Software to confirm compliance with the terms of this EULA. That audit is subject to reasonable notice by observIQ and will not unreasonably interfere with Your business activities. observIQ may conduct no more than one (1) audit in any twelve (12) month period, and only during normal business hours. You will reasonably cooperate with observIQ and any third party auditor and will, without prejudice to other rights of observIQ, address any non-compliance identified by the audit by promptly paying additional fees. You will promptly reimburse observIQ for all reasonable costs of the audit if the audit reveals either underpayment of more than five (5%) percent of the Software fees payable by You for the period audited, or if You have materially failed to maintain accurate records of Software use.
3. SUPPORT AND SUBSCRIPTION SERVICES. observIQ does not provide any support or subscription services for the Software unless specified in the Order. You have no rights to any updates, extensions or enhancements to the Software unless observIQ support and subscription services are included in the Order.

Support or subscription services are subject to the Support Services Terms posted at https://observiq.com/support-policies.

4. WARRANTIES.

   7.1. Software Warranty, Duration and Remedy. observIQ warrants to You that the Software will, for a period of ninety (90) days following commencement of the Term ("Warranty Period"), substantially conform to the applicable Documentation, provided that the Software: (a) has been properly installed and used at all times in accordance with the applicable Documentation; and (b) has not been modified or altered by persons other than observIQ or its Third Party Agents. observIQ will, at its own expense and as its sole obligation and Your exclusive remedy for any breach of this warranty, use commercially reasonable efforts to either replace that Software or correct any reproducible error in that Software reported to observIQ by You in writing during the Warranty Period.

   7.2. Disclaimer of Warranty. OTHER THAN THE WARRANTY ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OBSERVIQ AND ITS SUPPLIERS MAKE NO OTHER EXPRESS WARRANTIES, AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE. OBSERVIQ AND ITS LICENSORS DO NOT WARRANT THAT THE SOFTWARE WILL OPERATE UNINTERRUPTED OR THAT IT WILL BE FREE FROM DEFECTS OR THAT IT WILL MEET YOUR REQUIREMENTS.

5. INTELLECTUAL PROPERTY INDEMNIFICATION.

   8.1. Defense and Indemnification. observIQ shall indemnify You against any third party claim that the Software infringes any patent, trademark or copyright of such third party, or misappropriates a trade secret (but only to the extent that the infringement or misappropriation is not a result of Your actions) under the laws of

the United States (“Infringement Claim”). The foregoing obligations are applicable only if You: (i) promptly notify observIQ in writing of the Infringement Claim; (ii) allow observIQ sole control over the defense of the claim and any settlement; and (iii) reasonably cooperate in response to observIQ requests for assistance. You may not settle or compromise any Infringement Claim without the prior written consent of observIQ.

8.2. Remedies. If the alleged infringing Software becomes, or in observIQ opinion is likely to become, the subject of an Infringement Claim, observIQ will, at observIQ’s option and expense, do one of the following: (a) procure the rights necessary for You to make continued Use of the affected Software; (b) replace or modify the affected Software to make it non-infringing; or (c) terminate the License to the affected Software and discontinue the related support services, and, upon Your certified deletion of the affected Software, refund: (i) the fees paid by You for the License to the affected Software, less straight-line depreciation over a three (3) year useful life beginning on the date such Software was delivered; and (ii) any pre-paid service fee attributable to related support services to be delivered after the date such service is stopped.

8.3. Exclusions. Notwithstanding the foregoing, observIQ will have no obligation under this Intellectual Property Indemnification Section or otherwise with respect to any claim based on: (a) a combination of Software with non-observIQ products (other than non-observIQ products that are approved in the Documentation and used in an unmodified form); (b) use for a purpose or in a manner for which the Software was not designed; (c) use of any older version of the Software when use of a newer observIQ version would have avoided the infringement; (d) any modification to the Software made without observIQ’s express written approval; (e) any claim that relates to Open Source Software or any derivatives or other adaptations thereof that is not embedded by

observIQ into the Software; or (f) any Software provided on a no charge, beta or evaluation basis. THIS INTELLECTUAL PROPERTY INDEMNIFICATION SECTION STATES YOUR SOLE AND EXCLUSIVE REMEDY AND OBSERVIQ'S ENTIRE LIABILITY FOR ANY INFRINGEMENT CLAIMS OR ACTIONS.

6. LIMITATION OF LIABILITY.

   9.1. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OBSERVIQ OR ITS LICENSORS BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE. OBSERVIQ'S AND ITS LICENSORS' LIABILITY UNDER THIS EULA WILL NOT, IN ANY EVENT, REGARDLESS OF WHETHER THE CLAIM IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EXCEED THE GREATER OF THE LICENSE FEES YOU PAID FOR THE SOFTWARE GIVING RISE TO THE CLAIM IN THE PRIOR TWELVE (12) MONTHS OR $1000. THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF WHETHER OBSERVIQ OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

   9.2. Further Limitations. observIQ's licensors shall have no liability of any kind under this EULA. observIQ's shall have no liability with respect to any third party software or materials used in conjunction with the Software. You may not bring a claim under this EULA more than eighteen (18) months after the cause of action arises.

7. TERMINATION.

   10.1. EULA Term. The Term of this EULA begins on the earlier of the notice of availability for electronic download, delivery of the

Software or the date of first USE (“Effective Date”) and continues until expiration of the Order or this EULA is terminated in accordance with this Termination Section.

10.2. Termination for Breach. observIQ may terminate this EULA effective immediately upon notice to You if: (a) You fail to pay any portion of the fees under an applicable Order within ten (10) days after receiving written notice that payment is past due; or (b) You breach any other provision of this EULA and fail to cure within thirty (30) days after receipt of observIQ’s written notice thereof.

10.3. Termination for Insolvency. observIQ may terminate this EULA effective immediately upon notice to You if You: (a) terminate or suspend Your business; (b) become insolvent, unable to pay Your debts, make an assignment for the benefit of creditors, or become subject to control of a trustee, receiver or similar authority; or (c) become subject to any bankruptcy or insolvency proceeding.

10.4. Effect of Termination. Upon termination of this EULA: (a) all rights to the Software granted to You under this EULA shall immediately cease; and (b) You must cease all Use of all Software, and return or certify destruction of all Software and License Keys (including copies) to observIQ, and return, or if requested by observIQ, destroy, any related observIQ Confidential Information in Your possession or control and certify in writing to observIQ that You have fully complied with these requirements. Any provision will survive any termination or expiration if by its nature and context it is intended to survive, including any payment obligations incurred prior to termination and Sections 1 (Definitions), 2.6 (Open Source Software), 3 (Restrictions; Ownership), 5 (Records and Audit), 7.2 (Software Disclaimer of Warranty), 9 (Limitation of Liability), 10 (Termination), 11 (Confidential Information) and 12 (General).

8. CONFIDENTIAL INFORMATION.

11.1. Definition. “Confidential Information” means information or materials provided by one party (“Discloser”) to the other party

("Recipient") which are in tangible form and labeled "confidential" or the like, or information which a reasonable person knew or should have known to be confidential. The following information shall be considered Confidential Information whether or not marked or identified as such: (a) License Keys; (b) information regarding observIQ's pricing, product roadmaps or strategic marketing plans; and (c) non-public materials, including the Software code and information relating to the Software.

11.2. Protection. Recipient may use Confidential Information of Discloser; (a) to exercise its rights and perform its obligations under this EULA; or (b) in connection with the parties' ongoing business relationship. Recipient will not use any Confidential Information of Discloser for any purpose not expressly permitted by this EULA and will disclose the Confidential Information of Discloser only to Third Party Agents of Recipient who have a need to know such Confidential Information for purposes of this EULA and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature but with no less than reasonable care.

11.3. Exceptions. Confidential Information does not include information Recipient can show by written records: (a) was already known to Recipient at the time of disclosure; (b) was disclosed to Recipient by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) that is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to, or use of, Discloser's Information. In addition, Recipient will be allowed to disclose Confidential Information to the extent that such disclosure is required by law, provided that Recipient (unless prevented by law) notifies Discloser of such required

disclosure promptly in writing and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.

11.4. Data Privacy. You agree that observIQ and its Third Party Agents may process or control Customer Data and technical and related information about Your use of the Software which may include internet protocol addresses, hardware identification, operating system, application software, peripheral hardware, and Software usage statistics to facilitate the provisioning of updates, support, invoicing or services. To the extent that this information constitutes personal data (for example, to authenticate Your authorized users), You consent to observIQ's processing and/or controlling such personal data. Except for such limited personal data, You acknowledge the Software is not intended to transfer, process, use or store information relating to an identified or identifiable natural person or for sensitive personal data (for example, health or financial data), and You agree not to use the Software for such purpose. To the extent required by applicable law, each party shall comply at all times with its obligations under applicable data protection legislation. observIQ shall maintain throughout the Term an industry-standard information security program, including physical and technical security policies and procedures, with respect to Customer Data. The program shall include measures: (a) to protect Customer Data from accidental loss and from unauthorized access, use, alteration or disclosure; and (b) which provide a level of security appropriate to the nature of the data and the risk represented by its transfer, processing, use and storage.

11.5. Optional AI Features. This software may include access to optional AI-powered features that assist with tasks such as suggesting regular expressions based on the structure of your telemetry data. These features are provided on an opt-in basis only.

By enabling such features, you acknowledge and agree that: Input data may be processed by third-party AI providers (including Google Gemini, OpenAI, and Anthropic) solely to generate outputs, and is never used for training purposes. You are responsible for reviewing and validating any AI-generated suggestions before use. Use of AI features is subject to these terms and may be suspended or modified at our discretion. If you do not agree with the processing or associated terms, you must not enable AI features.

9. GENERAL.

12.1. Transfers; Assignment. You shall not assign this EULA, any Order, or any right or obligation or delegate any performance herein without observIQ's prior written consent, which consent will not be unreasonably withheld. Any other attempted assignment or transfer by You will be void. You and Your Affiliates shall be jointly and severally liable for the Use of Software by Your Affiliates. observIQ may use its Affiliates, Third Party Agents or other sufficiently qualified subcontractors to provide services to You, provided that observIQ remains responsible for the performance of the services.

12.2. Notices. Any notices delivered by You under this EULA will be delivered via both email to legal@ observIQ.com and certified or registered mail to observIQ, Inc., 3225 N Evergreen DR. NE., Grand Rapids, MI 49525, United States of America, Attention: Legal Department.

12.3. Waiver. Failure to enforce a provision of this EULA will not constitute a waiver.

12.4. Severability. If any part of this EULA is held unenforceable, the validity of all remaining parts will not be affected.

12.5. Compliance with Laws; Export Control; Government Regulations. Each party shall comply with all laws applicable to the actions contemplated by this EULA. You acknowledge that the Software is of United States origin, is provided subject to the U.S.

Export Administration Regulations, may be subject to the export control laws of the applicable Territory, and that distribution contrary to applicable export control laws is prohibited. You represent that (1) You are not, and are not acting on behalf of, (a) any person who is a citizen, national, or resident of, or who is controlled by the government of any country to which the United States has prohibited export transactions; or (b) any person or entity listed on the U.S. Treasury Department list of Specially Designated Nationals and Blocked Persons, or the U.S. Commerce Department Denied Persons List or Entity List; and (2) You will not permit the Software to be used for, any purposes prohibited by law, including, any prohibited development, design, manufacture or production of missiles or nuclear, chemical or biological weapons.

12.6. Government Use. The Software and accompanying Documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and Documentation by or for the U.S. Government shall be governed solely by the terms and conditions of this EULA to the maximum extent permitted by law.

12.7. Publicity. You authorize observIQ to use Your company’s name in any routine list of observIQ clients unless and until objected by You. With Your prior written consent, observIQ may use Your company as a reference, publicize in its marketing and advertising material, and may reproduce Your company name, logo, trademark, trade name, service mark, or other commercial or product designations in connection therewith.

12.8. Construction. The headings of sections of this EULA are for convenience and are not to be used in interpreting this EULA. As used in this EULA, the word “including” means “including but not

limited to".

12.9. Governing Law. This EULA is governed by the laws of the State of Michigan, United States of America (excluding its conflict of law rules), and the federal laws of the United States. The state and federal courts located in Kent County, Michigan will be the exclusive jurisdiction for disputes arising out of or in connection with this EULA. The U.N. Convention on Contracts for the International Sale of Goods does not apply.

12.10. Third Party Rights. Other than as expressly set out in this EULA, this EULA does not create any rights for any person who is not a party to it, and no person who is not a party to this EULA may enforce any of its terms or rely on any exclusion or limitation contained in it.

12.11. Order of Precedence. In the event of conflict or inconsistency among the Product Guide, this EULA and the Order, the following order of precedence shall apply: (a) this EULA, (b) the Product Guide and (c) the Order. With respect to any inconsistency between this EULA and an Order, the terms of this EULA shall supersede and control over any conflicting or additional terms and conditions of any Order, acknowledgment or confirmation or other document issued by You, unless observIQ acknowledges in writing the Order terms specifically prevail.

12.12. Entire Agreement. This EULA, including accepted Orders and any written amendments hereto, contain the entire agreement of the parties with respect to the subject matter of this EULA and supersede all previous or contemporaneous communications, representations, proposals, commitments, understandings and agreements, whether written or oral, between the parties regarding the subject matter hereof.

Enformion

MASTER SERVICES AGREEMENT

(REGULATED DATA)

This Master Services Agreement (together with the Exhibits attached hereto, the "**Agreement**") is entered into and effective as of INSERT EFFECTIVE DATE (the "**Effective Date**") between Enformion LLC, a California limited liability company having its principal place of business at 1915 21st Street, Sacramento, CA 95811 ("**Enformion**"), and INSERT NAME OF CUSTOMER, a INSERT FORM OF BUSINESS ENTITY having its principal place of business at INSERT BUSINESS ADDRESS ("**Customer**") (individually, a "**party**" and collectively the "**parties**").

1. DEFINITIONS. The following definitions apply for purposes of this Agreement:

a. "**Enformion API**" means an application programming interface provided by Enformion to Customer that allows Customer to submit Search Requests.

b. "**Enformion Data**" means data that is obtained from the Enformion Services or Network, and that includes all languages, editions, issues, versions, revisions, modifications, enhancements and updates thereto during the Term of this Agreement.

c. "**Enformion Products**" means the Enformion Services, Network, Enformion API and/or Enformion Data, together with any Enformion "Confidential Information," as that term is hereinafter defined.

d. "**Enformion Services**" means the nationwide public record information, document retrieval and related services provided by Enformion through the Network.

e. "**FCRA**" means the Fair Credit Reporting Act, 15 U.S.C.A. § 1681, et seq., as now or hereafter amended.

f. **"GLBA"** means the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq., as now or hereafter amended.

g. "**Network**" means the Enformion's online data retrieval system of proprietary databases and data and information which may also be obtained from third parties.

h. "**Permitted Uses**" means the use of Enformion Products in a manner strictly in accordance with the Purpose, Exhibit C, and any other purposes permitted under this Agreement, and in compliance with all applicable laws and regulations including, without limitation, the GLBA.

i. "**Search Request(s)**" means a search for Enformion Data through the Enformion API by Customer.

j. "**Reseller**" means Insight Public Sector, Inc., a distributor authorized under the NASPO ValuePoint Master Agreement No. AR2485 administered by the State of Utah, through which Customer is procuring Enformion Products on behalf of a government end-user agency.

2. PURPOSE. Enformion will provide the Enformion Products for Customer's use in accord with this Agreement and the purpose as set forth in Exhibit A (the "**Purpose**").

3. LICENSE. Enformion hereby grants to Customer a non-exclusive, non-assignable, non-transferable, limited license to use the Enformion Products solely for the Purpose for the duration of the "Term," as defined below. Customer acknowledges that this Agreement is entered into pursuant to the NASPO ValuePoint Master Agreement No. AR2485, and Enformion Products are being procured through the authorized Reseller, Insight Public Sector, Inc., for use by a government end-user agency.

4. TERM AND TERMINATION.

a. **Term**. This Agreement will commence on the Effective Date and will continue for a period of one (1) year (the "**Initial Term**"), after which this Agreement will be renewed for successive one (1) year terms running from the anniversary of the Effective Date (the "**Renewal Term**") unless either party gives written notice of nonrenewal at least thirty (30) days prior to the end of the then current term. The Initial Term and any Renewal Terms will be collectively referred to as the "**Term**."

b. **Early Termination**. Either Party may terminate this Agreement for the other Party's uncured material breach; provided that the non-breaching Party has provided the other Party with written notice specifying such breach and that party has failed to cure such breach within ten (10) days of receipt of such notice. The foregoing notwithstanding, and without limiting any other remedies

DRAFT

to which it may be entitled, Enformion reserves the right to immediately suspend its performance under this Agreement and/or terminate this Agreement if Enformion, in good faith, determines that (i) Customer has failed to comply with applicable law in its use of the Enformion Products; (ii) the use of Enformion Products is the subject of litigation or threatened litigation by any governmental entity and/or is the subject of an adverse and documented consumer reaction related to consumer privacy issues; or (iii) Enformion' continued provision of the Enformion Products to Customer pursuant to this Agreement is prohibited or becomes impossible due to the loss of its source of the data, or changes in applicable laws or costs associated with the acquisition and provision of the Enformion Products. This Agreement also immediately will terminate if a receivership, bankruptcy or insolvency proceedings are commenced by or against Customer, upon an assignment for the benefit of creditors of Customer, or, at the discretion of Enformion, upon the termination, winding up or liquidation of normal business operations by Customer, whether or not with the aid and assistance of any court.

c. **Effect of Expiration or Termination**. Upon the effective date of any expiration or termination of this Agreement, Customer will cease all further use and access of the Enformion Products and will cause, no later than fifteen (15) days following expiration or termination of this Agreement, the destruction of all copies of and updates to the Enformion Products as well as any computer files or output listings that contained any or all Enformion Products. Customer will provide written certification signed by an officer of Customer that all such Enformion Products have been destroyed within thirty (30) days following expiration or termination of this Agreement. The destruction procedures undertaken by Customer will be of a nature reasonable given the type of information that comprises the Enformion Products and such as is reasonably necessary to prevent any misappropriation or unauthorized use of such Enformion Products. All purging of Enformion Products from Customer's computer systems will also be of nature reasonable given the type of information that comprises the Enformion Products and such as is reasonably necessary to prevent against any misappropriation or unauthorized use of such Enformion Products. In no event will Customer retain any Enformion Products following expiration or termination of this Agreement.

d. **Survival**. Sections 11-14, inclusive, of this Agreement, and any other provision that by its nature should survive will survive any expiration or termination of this Agreement. Moreover, and notwithstanding the foregoing, any expiration or termination of this Agreement will not relieve either party of any fees or other payments due to the other party through the date of any such expiration or termination nor affect any rights, duties or obligations of either party that accrue prior to the effective date of any such expiration or termination.

5. **PAYMENT AND AUDITS**.

a. Payment terms via reseller. Customer acknowledges and agrees that all payments for Enformion Products under this Agreement shall be made to Insight Public Sector, Inc., as the authorized Reseller, in accordance with the applicable ordering documents or Participating Addendum. Enformion shall have no obligation to invoice or collect payment directly from Customer, and Customer shall not remit payment to Enformion.

b. Audits. To the extent permitted by applicable law and subject to Customer's applicable governmental policies, procedures, and security requirements, Customer will maintain records including, but not limited to complete and accurate accounting records in accordance with generally accepted accounting practices, to substantiate Customer's performance under this Agreement including, without limitation, Customer's compliance with payment, legal and all security requirements. Customer will preserve such records for a period of at least thirty-six (36) months after termination of this Agreement. Moreover, no more than one (1) time per calendar year during the Term of this Agreement and no more than once per calendar year after termination of this Agreement and for no more than thirty-six (36) months thereafter, Enformion may have access to those records of Customer that are necessary to determine Customer's compliance with its obligations under this Agreement and to Customer's facilities for the purpose audit either through its own employees, representatives or an independent public accounting firm selected by the Enformion (the "**Auditor**"). Any such review of Customer's records, facilities, or both, may be conducted during Customer's normal business hours upon Enformion providing Customer no less than five (5) business days' prior written notification; provided however, that in the event of a material breach including, but not limited to, any material deficiency in Customer's performance of this Agreement, then such interval restriction and required prior written notification, except for reasonable notice, will not apply. For each third party who provides Enformion Product-related services to Customer, from time to time, Enformion will have the right to review, at Enformion's expense, each such third party's security processes and procedures related to the transmission, storage or processing of Enformion Products. Customer will reasonably cooperate, and will request each such third party to also reasonably cooperate, with Enformion and any Enformion requests in conjunction with all such reviews including, but not limited to Enformion requests to correct any deficiencies discovered during such audits within a period of time mutually agreed upon and/or suspend any further transmission of Enformion Products until such deficiencies are corrected. Customer agrees that it will reasonably cooperate with all such reasonable Enformion requests for information and audits. Customer's obligations to comply, with the provisions of this Agreement are not contingent upon, or otherwise affected by, the audit rights of Enformion.

6. COMPLIANCE WITH LAWS, PRIVACY AND SECURITY REQUIREMENTS.

a. **Compliance with Laws**. Customer will comply with, and will not use the Enformion Products in a manner contrary to or in violation of, all applicable federal, state, or local law, rule, or regulation, including, but not limited to, the FCRA and GLBA. Customer represents and warrants, upon which Enformion is relying, that it has a permissible use under the GLBA. Customer represents and warrants, upon which Enformion is relying in entering into this Agreement, that it will not use any information obtained through the Enformion Products as a factor in establishing a consumer's eligibility for credit or insurance to be used primarily for personal, family, or household purposes, for employment purposes, for governmental licenses, or for any other purpose for which one might properly obtain a consumer report, as defined by the FCRA. Customer specifically agrees that Enformion Products will not be merged with consumer reports as such term is defined in the FCRA. Customer acknowledges that the government has placed restrictions upon the use of cell

phone numbers and further agrees that any use of any cell phone numbers provided by Enformion as part of the Enformion Products will be used in strict accordance with all applicable laws, rules and regulations.

b. **Privacy**. Customer acknowledges that Enformion Data may include personal information or personal data, as those terms are defined by the jurisdictions with legal authority over Customer's activities. Customer will comply with all applicable privacy and data protection laws in the performance of its obligations under the Agreement, including, without limitation, relative to the GLBA, and by maintaining a privacy policy that describes how it collects, uses, stores and discloses personal information, and instructs individuals how to opt-out of such practices or, if required, how to affirmatively consent to such practices, and how to contact Customer to exercise other legal rights with respect to personal information. Further, Customer agrees to provide reasonable assistance to Enformion to allow it to fulfill its obligations under applicable privacy and data protection laws.

c. **Security**. Customer will maintain all appropriate administrative, physical and technological processes and equipment to store and protect the Enformion Products in a secure manner, including without limitation, maintaining an information security program that is designed to protect information processing system(s) and media containing the Enformion Products from internal and external security threats, and the Enformion Products from unauthorized use or disclosure. In addition, and to the extent applicable, Customer specifically agrees to substantially comply with each of the security requirements set forth on Exhibit B attached hereto. Enformion may, from time to time, provide written notice to Customer of updates to the security requirements set forth on Exhibit B, and Customer will comply with the updated security requirements following a mutually agreed upon and commercially reasonable period of time. Customer acknowledges and agrees that Customer has an ongoing obligation to protect and preserve the confidentiality, privacy, security and integrity of the Enformion Products, and the standards embodied in this Agreement are merely minimum standards of conduct for Customer in furtherance of the foregoing continuing obligation.

7. RESTRICTIONS AND LIMITATIONS. Customer represents and warrants, upon which Enformion is relying in entering into this Agreement, as follows:

a. Customer will only use the Enformion Products for the Permitted Use and Purpose.
b. Customer shall comply with applicable law in its use and dissemination of the Enformion Products and will ensure, in turn, that its customers certify and covenant that they will do the same and will comply with the uses and restrictions on uses set forth in the Agreement including, without limitation, with regard to the GLBA and Exhibit C.
c. Customer will not distribute, provide, license, transfer or sell the Enformion Products to any third parties in a manner that is inconsistent with the Purpose or this Agreement.
d. Customer will not, either directly or indirectly, itself or through any agents or third party: (i) request, compile, store, maintain or use any Enformion Products to build its own database or accumulate any Enformion Products or content for any other use other than for the Purpose; or (ii) copy or reproduce any portion of the Enformion Products other than for the Purpose; or (iii) redistribute, disclose, market, rent, lease, solicit, supply or transfer to any third party any portion of the Enformion Products other than for the Purpose; or (iv) store any results returned by the Enformion Products or anything Derived therein, except to the extent necessary for the Purpose, as permitted or required by this Agreement, or as required by applicable law. "**Derived**" means data that is directly or indirectly related to the presence or absence of the Enformion Data, or is based on or having its origin in Enformion Data.
e. Customer will not disassemble, decompile, or in any way reverse engineer the Enformion Products.
f. Customer will comply with the then current Enformion policies and procedures as communicated by Enformion from time to time ("**Policies**"). Enformion may, from time to time, notify Customer of additional, updated or new Policies. Customer's compliance with such Policies within a commercially reasonable time will be a condition of Enformion's continued provision of Enformion Products hereunder.
g. Customer will not market the Enformion Products under the Enformion name.
h. Upon receipt of any updated Enformion Products from Enformion, Customer will promptly replace and destroy any outdated Enformion Products in its possession prior to the update except to the extent retention is necessary to accomplish the Purpose or for compliance with any other provisions of this Agreement or applicable law.
i. Customer will not merge any Enformion Data with any consumer reports as the term "**consumer report**" is defined in the FCRA.
j. Customer will not delete, alter, disclose or otherwise modify any security codes or protocols within the Enformion Products or in any way compile and/or offer for use or sale any Enformion Products or other data contained therein in a form where any security codes or protocols are deleted, altered, disclosed or otherwise modified.

8. REMOVAL OF DATA. From time to time, Enformion may, for any reason whatsoever, suppress or remove information pertaining to one or more particular persons from the Enformion Data ("**Removals**"). Enformion will provide Customer with notice of all such Removals. As soon as commercially reasonable, but no later than thirty (30) business days after Customer' receipt of the notice of Removals from Enformion, Customer will: (a) remove or suppress such persons who are the subject of the Removals from any and all materials provided by Enformion to Customer; and (b) exclude such persons who are the subject of the Removals from any Enformion Data that Customer may provide in its ordinary course of business.

9. INTELLECTUAL PROPERTY.

a. **Derivative Matter**. Customer acknowledges that Enformion has expended substantial time, effort, and funds to collect, arrange, compile create and deliver the Enformion Products. Customer agrees not to reproduce, retransmit, republish, or otherwise transfer for any commercial or other purpose any information that Customer receives from Enformion or the Enformion Products

except as permitted under this Agreement. Customer acknowledges that Enformion (and/or Enformion's third-party data providers) will retain all right, title, and interest in and to the data and information provided by the Enformion Products and to Derivative Matter under applicable contractual, copyright, intellectual property and related laws, and Customer will use such materials consistent with Enformion's interest and notify Enformion of any threatened or actual infringement of Enformion's rights. Customer further acknowledges and agrees that it will acquire no right, title or interest under applicable copyright or other intellectual property laws in the Enformion Products and materials provided or accessed under this Agreement. Customer will not remove or obscure the copyright notice or other notices contained on materials accessed through the Enformion Products. "**Derivative Matter**" means any work, invention, new material or data which is based in whole or in part upon the Enformion Products and any intellectual property rights associated therewith, including without limitation derivative work, improvement, extension, revision, modification, translation, compilation, or error correction.

b. **Enformion Marketing**. Enformion may use Customer's name, trademark, and/or copyrighted matter in its marketing materials during the Term of this Agreement; provided, however, that Enformion shall acquire no right, title or interest therein.

10. CONFIDENTIALITY.

a. **Confidential Information**. As used in this Agreement the term "**Confidential Information**" means and includes (i) the terms and conditions of this Agreement, (ii) the Enformion Products, (iii) all Enformion information and materials to which Customer has access in connection with this Agreement and all personally identifiable information including, but not limited to, name, address, date of birth, social security or other government issued social identification number, income and credit histories, bank and credit card numbers, email address, and static IP address, to the extent any are provided in connection with this Agreement. Customer will use Enformion Confidential Information solely for the Purpose and will not use, disseminate or in any way disclose any Confidential Information to any third party other than as required for, or allowed by, the Purpose. Additionally, notwithstanding the foregoing, Enformion may disclose the terms and conditions of this Agreement to Enformion's agent(s) and/or processor(s) under appropriate nondisclosure terms solely to the extent necessary to fulfill its obligations under this Agreement. Except as expressly permitted herein, Customer will not disclose any Confidential Information outside of the United States without Enformion's prior written consent.

b. **Exceptions to Confidentiality**. Confidential Information does not include information that (a) is or becomes part of the public domain through no act or omission of Customer or its agents or processors, (b) is rightfully obtained by Customer without breach of any obligation to maintain its confidentiality from a source other than Enformion who is known or should have been known to Customer to be under no obligation to Enformion or its agents or employees to maintain such information in confidence, or (c) is independently developed by Customer without using the Confidential Information. Customer may disclose Confidential Information in response to a valid court or governmental order, if (i) Customer has given Enformion prior written notice and provided reasonable assistance to afford it the opportunity to object and obtain a protective order or other reasonable assurance that confidential treatment will be accorded to the information, and in the opinion of Customer's counsel, Customer is compelled as a matter of law to disclose the subject Confidential Information, and Customer discloses to the party compelling disclosure only the part of such Confidential Information as is required by law to be disclosed in the opinion of its counsel, and uses commercially reasonable efforts to obtain confidential treatment therefor.

c. **Breach of Confidentiality**. If there is a breach of Customer's confidentiality obligations under this Agreement, Customer will reasonably cooperate with Enformion in investigating and mitigating, to the extent practicable, any damages due to such breach and/or misappropriation. Such cooperation will not relieve Customer of any liability it may have as a result of such a breach. Except to the extent required by applicable law, Customer will make no public notification, including but not limited to press releases or consumer notifications, of the potential or actual occurrence of such misappropriation and/or unauthorized disclosure without Enformion's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed. To the extent such public notifications are required by applicable law, Customer will provide Enformion with written notice prior to releasing such public notifications.

11. DISCLAIMER OF WARRANTY. CUSTOMER ACCEPTS THAT ENFORMION PRODUCTS ARE PROVIDED "AS IS" AND "WHERE IS" AND ON THE TERMS IN THIS SECTION OF THE AGREEMENT. ENFORMION DOES NOT GUARANTEE OR WARRANT THE ACCURACY, TIMELINESS, COMPLETENESS, CURRENTNESS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE ENFORMION PRODUCTS, INFORMATION IN THE ENFORMION PRODUCTS OR THE MEDIA ON OR THROUGH WHICH THE ENFORMION PRODUCTS ARE PROVIDED. ENFORMION DOES NOT GUARANTEE CONTINUOUS OR UNINTERRUPTED DISPLAY OR DISTRIBUTION OF THE ENFORMION PRODUCTS. ENFORMION WILL NOT BE LIABLE TO CUSTOMER FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY ANY OF ENFORMION'S ACTS OR OMISSIONS, WHETHER NEGLIGENT OR OTHERWISE, IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE ENFORMION PRODUCTS OR INFORMATION THEREIN. ENFORMION PROVIDES NO WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH ABOVE AND DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

12. NO SUIT. Customer covenants not to sue or maintain any cause of action, claim, demand, cross-claim, third party action or other form of litigation or arbitration against Enformion, its officers, directors, employees, contractors, agents, affiliated bureaus or subscribers arising out of or relating in any way to the Enformion Products not being accurate, complete, or current.

13. LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES THAT ENFORMION DOES NOT UNDERTAKE A SEPARATE INVESTIGATION FOR EACH INQUIRY OR REQUEST FOR THE ENFORMION PRODUCTS MADE BY CUSTOMER. ACCORDINGLY, CUSTOMER'S USE OF OR ACCESS TO THE ENFORMION PRODUCTS IS ENTIRELY AT ITS SOLE RISK. NEITHER ENFORMION NOR ANY OF ITS DATA SUPPLIERS WILL BE LIABLE OR RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTIES FOR ANY LOSS OF PROFITS,

REVENUES, OR DATA, OR ANY DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES INCURRED IN CONNECTION WITH THE ENFORMION PRODUCTS, ANY USE OR ACCESS THEREOF OR ANY OTHER DATA OR MATERIALS TRANSMITTED THROUGH OR RESIDING ON THE NETWORK, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF ENFORMION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OR OF ANY LIMITED REMEDY. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL ENFORMION BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY BUSINESS PRACTICES OF CUSTOMER THAT VIOLATE ANY APPLICABLE LAW, STATUTE, REGULATION, CONTRACT, OR TERMS OF THIS AGREEMENT. ENFORMION'S LIABILITY (INCLUDING THE LIABILITY OF ANY THIRD-PARTY DATA PROVIDER) AND CUSTOMER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE, WILL NOT EXCEED THE RETURN OF THE CHARGES PAID BY CUSTOMER TO ENFORMION, SUBJECT TO THE MAXIMUM LIMIT SET FORTH IN THIS SECTION. ENFORMION'S TOTAL LIABILITY UNDER THIS AGREEMENT WILL BE THE AGGREGATE AMOUNT PAID UNDER THIS AGREEMENT BY CUSTOMER FOR THE ENFORMION PRODUCTS, WHICH ARE THE SUBJECT OF SUCH CLAIM, DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEEDING SUCH CLAIM.

14. **INDEMNIFICATION**. Notwithstanding any other provision to the contrary contained herein, Customer will indemnify, defend, and hold harmless Enformion, its officers, directors, agents, employees, customers, users and clients from and against any and all liabilities, damages, losses, claims, demands, suits, causes of action, judgments, costs or expenses (including courts costs and reasonable attorneys' fees) imposed upon or incurred by Enformion that arise out of or relate to any of the following: (i) the use, access, disclosure, sale or transfer by Customer or, in turn, any of its customers or end-users, of the Enformion Products; (ii) any negligent act or omission or intentional misconduct on the part of Customer and its respective employees, consultants, officers, agents, representatives, contractors, or subcontractors; (iii) Customer's failure to comply with applicable laws, codes, regulations and orders; (iv) any unauthorized use, or threatened use, or disclosure, or threatened disclosure, by the Customer or any of its Personnel (as defined in Exhibit B) of the Confidential Information; (v) any other breach by Customer of any obligation contained in this Agreement; (vi) any claim that Customer's technology or other materials infringe or misappropriate any copyright, patent, trademark, trade secret or any other intellectual property or proprietary right of any third party; (vii) any property damage, personal injury or death that results from Customer's technology or other materials. Enformion will have the right to approve any counsel retained to defend any demand, suit or cause of action in which Enformion is a defendant, and the approval will not be unreasonably withheld. Customer agrees that Enformion will have the right to control and participate in the defense of any the demand, suit or cause of action concerning matters that relate to Enformion, and that the suit will not be settled without Enformion's consent, which consent will not be unreasonably withheld. If, in Enformion's reasonable judgment, a conflict exists in the interests of Enformion and Customer in the demand, suit or cause of action, Enformion may retain its own counsel whose reasonable fees will be paid by Customer.

15. **TEMPORARY TERMINATION OF ACCESS TO NETWORK**. Enformion reserves the right at any time and without prior notice to Customer to change the Network's hours of operation or to limit access to the Network in order to perform repairs, make modifications or as a result of circumstances beyond Enformion's reasonable control.

16. **ADDITIONAL REPRESENTATIONS AND WARRANTIES**. In addition to the other representations and warranties herein, Customer further represents and warrants to Enformion, upon which Enformion is relying in entering into this Agreement, as follows:

a. Customer is duly organized, existing and in good standing under the laws of the state of its incorporation. Customer has the requisite power and authority to enter into, and to satisfy all of its obligations under, this Agreement and any related agreements. This Agreement and the transactions contemplated hereby have been duly authorized and approved by the appropriate officers and/or other Personnel of Customer, and no further action or proceeding on the part of Customer is necessary or appropriate with respect to the execution by Customer of this Agreement or any related agreements, or the consummation by Customer of the transactions contemplated hereby or thereby.

b. Customer is incompliance and will continue to comply with all requirements of the United States Foreign Corrupt Practices Act and to refrain from accepting or making payments to third parties, which would cause Enformion its data providers to violate or otherwise have liability under such Act.

c. Customer is an equal opportunity employer. Customer does not discriminate on the basis of race, religion, age, sex, marital status, citizenship status, sexual orientation, veteran status, medical condition, national origin, gender identity, genetic information, physical handicap or disability, or any other legally protected classification, except as may be permitted by applicable law. As of the Effective Date, neither Customer nor any entity holding any material ownership in Customer, nor any officer or director of Customer, is the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), or other relevant sanctions authority (collectively, "**Sanctions**"), nor is Customer or any entity holding any material ownership in Customer, nor any officer or director of Customer, located, organized or resident in a country or territory that is the subject of Sanctions. Customer represents and warrants that it has not, nor will it, violate any Sanctions. Customer will not in connection with this Agreement and the transactions contemplated herein fund or engage in any activities with any individual or entity or in any country or territory that, at the time of such funding or activity, is subject to Sanctions.

17. **GENERAL**. This Agreement will be governed by California law, excluding its conflicts of laws provisions, and the parties agree and consent to venue and jurisdiction in the state or federal courts in Sacramento County, California. This Agreement will not be assigned by Customer, in whole or in part, without the prior written consent of Enformion. All notices to Customer that are required or permitted under this Agreement will be posted on the Enformion website or sent to Customer at the address listed above via certified or registered

mail, return receipt requested. All notices to Enformion that are required or permitted under this Agreement will be sent to Enformion at the address listed above via certified or registered mail, returned receipt requested. Failure by either party to insist in any one or more cases upon the strict performance of any of the terms and conditions of this Agreement will not be considered a waiver or relinquishment for the future of any such term or condition or of any other term or condition. This Agreement is not intended to create or evidence any employer-employee arrangement, agency, partnership, joint venture, or similar relationship of any kind whatsoever between Enformion and Customer or any Personnel, agent or subcontractor of Customer. Enformion is not responsible and Customer is responsible for withholding, deducting or remitting from Customer Personnel's compensation, any federal or state income taxes, social security, unemployment compensation, medical, dental, workers' compensation or disability insurance coverage, pension or retirement plans or the like. Neither party will, by virtue of this Agreement, have any right or power to create any obligation, express or implied, on behalf of any other party. Nothing herein, whether expressed or implied, is intended to confer upon any person other than the parties hereto and their respective heirs, representatives, successors and permitted assigns, any rights or remedies under or by reason of this Agreement. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the provision will be enforced to the maximum extent permissible, and the validity, legality and enforceability of the remaining provisions will continue in full force and effect to the extent the parties' intent reflected in this Agreement remains substantially unimpaired. Section headings of this Agreement are provided for reference only and will not be used as a guide to interpretation.

18. **FORCE MAJEURE**. Neither party will be liable to the other for failure to perform or delay in performance under this Agreement if, and to the extent, such failure or delay is caused by conditions beyond its reasonable control and which, by the exercise of reasonable diligence, the delayed party is unable to prevent or provide against. Such conditions include acts of God; strikes, boycotts or other concerted acts of workmen; failure of the Internet, utilities or networks; laws, regulations or other orders of public authorities; military action, state of war or other national emergency; fire or flood.

19. **RETENTION OF RIGHTS**. Nothing in this Agreement is intended to or will limit or restrict Enformion's ability to market and sell its services within the geographic areas in which, or to the customers to whom, Customer markets or sells its services. Nothing in this Agreement is intended to, or should be construed to prevent Enformion from entering into similar agreements with other persons or entities regarding all or any part of the Enformion Products.

ENFORMION LLC		**CUSTOMER NAME**	
By:	_____	By:	_____
Name:	Chris Lundquist	Name:	_____
Title:	Chief Executive Officer	Title:	_____

DRAFT

EXHIBIT A

ACCESS SECURITY REQUIREMENTS FOR INFORMATION ACCESS

This is an Exhibit to, and subject to the terms of the Master Services Agreement between Enformion and Customer effective as of INSERT DATE (the "**Agreement**").

Customer will maintain an information security program that is designed to protect information processing system(s) and media containing Enformion Products from internal and external security threats, and Enformion Products from unauthorized disclosure. Customer will be responsible to implement this program for all Enformion Products to which Customer or any of its employees, consultants, agents, representatives, contractors or subcontractors ("**Personnel**") have or obtain access. Enformion reserves the right to make changes to this Exhibit and its security requirements without prior notification to Customer. The information provided in this Exhibit provides minimum baseline information security requirements. Customer agrees to follow the requirements outlined below when accessing, transmitting, processing, storing or using (collectively, "**accessing**" or "**access**") any Enformion Products. Customer will strictly comply with the following:

1. Access and Passwords.

1.1. **Enformion Products Access Control Measures**

(a) All credentials such as user names/identifiers (user IDs) and user passwords must be kept confidential and must not be disclosed to an unauthorized party.
(b) If using third party or proprietary system to access Enformion Products, Customer will ensure that the access must be preceded by authenticating users to the application and/or system.
(c) If the third party or third party software or proprietary system or software used to access Enformion Products is replaced or no longer in use, the passwords should be changed immediately.
(d) Customer will cause a unique user ID and password to be created for each user to enable individual authentication and accountability for access to Enformion's Products.
(e) User IDs and passwords will only be assigned to authorized individuals granting the least privilege necessary to perform the Personnel's responsibilities.
(f) Ensure that Personnel who are authorized access to credit information have a business need to access such information and understand these requirements to access such information are only for Permitted Purposes.
(g) Customer will ensure that no Customer Personnel access their own credit reports or those reports of any family member(s), friend(s) or other individual unless in connection with a Permitted Purpose and applicable law.
(h) Customer will implement a process to terminate access rights immediately for users who access Enformion Products when those users are terminated or when they have a change in their job tasks and no longer require access to that credit information.
(i) Customer will implement a process to perform periodic user account reviews to validate whether access is needed as well as the privileges assigned.
(j) Customer will implement a process to periodically review user activities and account usage, ensure the user activities are consistent with the individual job responsibility, business need, and in line with contractual obligations.

1.2. **Use of Passwords with Enformion Products.** Customer will:

(a) Require strong passwords consistent with industry best practices that: (i) cannot be easily determined (i.e. name or company name, repeating numbers and letters or consecutive numbers and letters);
(b) Ensure that passwords are not transmitted, displayed or stored in clear text
(c) Protect all end user (e.g. internal and external) passwords using, for example, encryption or a cryptographic hashing algorithm also known as "one-way" encryption, when using encryption and "salting", ensure that strong encryption algorithm are utilized (e.g. AES 256 or above).
(d) Require active logins to credit information systems to be configured with an appropriate inactive session timeout.

1.3. **Change of Passwords.** Passwords (user passwords) must be changed immediately when:

(a) Any system access software is replaced by other system access software or is no longer used.
(b) The hardware on which the software resides is changed or disposed.
(c) Any suspicion of a password being disclosed to an unauthorized party.

2. Asset Protection. Customer will maintain commercially reasonable controls, based on Customer's industry (or general best practices if nothing for the industry exists), in place to protect Customer's assets. This should include handling standards for introduction, transfer, removal and disposal of all assets based on asset classification. Without limiting the foregoing, Customer will:

a) Maintain an inventory of critical hardware and critical software assets that access, store or make use of Enformion Products.
b) Have procedures for the disposal and reuse of equipment that access, make use of or store Enformion Products, including notification procedures in the event of any lost or misplaced equipment that may have access to or store information related to Enformion Products.
c) Implement physical security controls to prevent unauthorized entry to Customer's facility and access to Enformion Products. Customer will ensure that access is controlled with badge readers, other systems, or devices that restrict physical access, including but not limited to authorized lock and key.

3. Data and Information Protection. Customer will maintain a documented set of rules and procedures that regulate the use,

access and control of information, including without limitation its receipt, transmission, processing, storage, controls, distribution, retrieval, access and presentation. Without limiting the foregoing, these rules will protect the confidentiality and integrity of personal consumer information as required under the GLB Safeguards Rule. Customer will maintain a formal user registration and de-registration procedure for granting and revoking access and access rights. Without limiting the foregoing, Customer will comply with the following measure to protect all data:

a) Develop and follow procedures to ensure that data is protected throughout its entire information lifecycle.
b) Implement and follow current best security practices for computer virus detection scanning services and procedures
c) Implement and follow current best procedures for transmission, disclosure, storage, destruction and any other information modalities or media should address all aspects of the lifecycle of the information.
d) Encrypt all Enformion Products when stored or transmitted electronically on any system using strong encryption such AES 256 or above.
e) Enformion Products are confidential and must not be stored on personally-owned equipment or portable devices including, but not limited to, laptops, personal digital assistants, MP3 devices, USB devices, removable/portable media or smart tablets or smart phones.
f) When using smart tablets or smart phones to access Enformion Products, ensure that such devices are protected via device pass-code.
g) Applications utilized to access Enformion Products must protect data while in transmission such as SSL protection and/or use of VPN.
h) When no longer in use, all hard-copy materials containing Enformion Products must be crosscut shredded, incinerated, or pulped such that there is reasonable assurance the hard-copy materials cannot be reconstructed.
i) When no longer in use, electronic media containing Enformion Products must be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing).
j) Require any and all of Personnel permitted under this Agreement to have access to any Enformion Products to maintain effective information security measures designed to protect Enformion Products from unauthorized disclosure or use.
k) Ensure that all data requests from Customer to Enformion include the IP address of the device from which the request originated (i.e., the requesting client's IP address), where applicable.

4. Network Protection.

a) Protect Internet connections with dedicated, industry-recognized firewalls that are configured and managed using industry best security practices. Internal private Internet Protocol (IP) addresses must not be publicly accessible or natively routed to the Internet. Network address translation (NAT) technology should be used.
b) Administrative access to firewalls and servers must be performed through a secure internal wired connection only. Change vendor defaults including but not limited to passwords, encryption keys, SNMP strings, and any other vendor defaults.
c) For wireless networks connected to or used for accessing or transmission of Enformion Products, ensure that networks are configured and firmware on wireless devices updated to support strong encryption for authentication and transmission over wireless networks.
d) When using third party service providers (e.g. application service providers) to access, transmit, store or process Enformion Products, ensure that an independent 3rd party security assessment (one of the following, or a current equivalent: ISO 27001, PCI DSS, EI3PA, SSAE 16 – SOC 2/SOC3, FISMA, or CAI / CCM) has been performed, and that they are found to be compliant.
e) Perform regular tests/scans on information systems (port scanning, virus scanning, internal/external vulnerability scanning). Ensure that issues identified via testing are remediated according to the issue severity (e.g. fix critical issues immediately, high severity in 15 days, etc.)
f) Ensure that audit trails are enabled and active for systems and applications used to access, store, process, or transmit Enformion Products; establish a process for linking all access to such systems and applications.
g) Use current best practices to protect telecommunications systems and any computer system or network device(s) used to provide Enformion Products and to access Enformion Products.

5. Mobile and Cloud Technology.

a) Storing Enformion Products on mobile, cloud or portable devices and services is prohibited. Any exceptions must be obtained from Enformion in writing; additional security requirements will apply.
b) Mobile applications development must follow industry known secure software development standard practices such as OWASP and OWASP Mobile Security Project adhering to common controls and addressing top risks.
c) Mobile applications development processes must follow secure software assessment methodology which includes appropriate application security testing (for example: static, dynamic analysis, penetration testing) and ensuring vulnerabilities are remediated.
d) Under no circumstances are Enformion Products to be exchanged between secured and non-secured applications on the mobile device.
e) In case of non-consumer access, that is, commercial/business-to-business (B2B) users accessing Enformion Products via mobile applications (internally developed or using a third party application), ensure that multi-factor authentication mechanisms are utilized to authenticate users to application.

6. Personnel Background Checks, Policies and Training.

6.1. Background Check.

DRAFT

(a) Customer will conduct, or require, appropriate pre-employment background checks on all Personnel that have access to hardware or software systems that access, use or store Enformion Products.
(b) Customer will comply with all applicable federal, state and local laws, including fair employment practices and equal employment opportunity, when conducting pre-employment background screenings.
(c) Customer will maintain a process to enable it to learn if any Personnel are convicted of any crimes at any time after the pre-employment background screening that would have otherwise disqualified such Personnel during such pre-employment background screening. Regardless of how Customer learns of such violation, in the event such Personnel have access to Enformion Products, it must promptly contact Enformion to discuss the potential impact to information security and confidentiality.
(d) All Personnel must be bound by Non-Disclosure/Confidentiality Agreement before they perform any service requiring access to Enformion Products.

6.2. Policies and Training.
(a) Prior to receiving access to Enformion Products, Personnel will receive security awareness training appropriate to their job function.
(b) The access rights of all Personnel with access to systems or media containing Enformion Products will be removed immediately upon termination of their employment, contract or agreement, or adjusted upon change of job function.
(c) Customer will require its customers to maintain effective information security measures consistent with this Agreement in order to protect confidential information from unauthorized disclosure or use of Enformion Products.

7. Security Audits.
a) Customer understands that its use of Enformion Products and compliance with the security requirements set forth in this Exhibit may be monitored and audited by Enformion. Enformion may from time to time conduct on-site security audits or reviews on Customer's systems containing any Enformion Products as it relates to the Customer's compliance with the terms of this Exhibit or the mechanisms Customer maintains to safeguard access to Enformion Products. Audits may include examination of systems security and associated administrative practices.
b) Reasonable access to audit trail reports of systems utilized to access Enformion Products will be made available to Enformion upon request, for example during breach investigation or while performing audits.

8. Vulnerability Monitoring; Software Development.
(a) Keep operating system(s), firewalls, routers, servers, personal computers (laptops and desktops), mobile devices and all other systems current with appropriate system patches and updates.
(b) Configure infrastructure such as firewalls, routers, servers, tablets, smart phones, personal computers (laptops and desktops), and similar components to industry best security practices, including disabling unnecessary services or features, and removing or changing default passwords, IDs and sample files/programs, and enabling the most secure configuration features to avoid unnecessary risks.
(c) Implement and follow current best security practices for computer virus detection scanning services and procedures:
- Use, implement and maintain a current, commercially available anti-virus software on all systems, if applicable anti-virus technology exists.
- Ensure that all anti-virus software is current, actively running, and generating audit logs; ensure that anti-virus software is enabled for automatic updates and performs scans on a regular basis.
- If you suspect an actual or potential virus infecting a system, immediately cease accessing the system and do not resume the inquiry process until the virus has been eliminated.

9. Security Incidents.
(a) Customer will have a documented plan and associated procedures in case of an information security incident. The plan must clearly articulate the responsibilities of Personnel and identify relevant notification parties.
(b) Unless prohibited by law, Customer will notify Enformion of any security breach involving (i) the theft, loss or unauthorized disclosure, acquisition, access to or misuse of the Enformion Products in the possession or control of Customer; or (ii) a compromise of the confidentiality and/or integrity of any hardware, software, network, or telecommunications or information technology systems used by Customer to transmit, store, process or otherwise handle the Enformion Products ("**Security Breach**") as soon as Customer knows or reasonably suspects that such Security Breach exists or did exist, and in any event within twenty-four (24) hours of such knowledge or suspicion. In the event Customer is prohibited by law from providing such notice, it will nonetheless provide as much of the foregoing information as it is permitted to provide under law at the earliest practicable time it is permitted to do so under law. Email notification at customercare@enformion.com.

10. Head Security Designate. In addition to the above, following requirements apply where Customer or its Personnel are provided access to Enformion Products directly or via Internet **("Internet Access")**:
a) Customer agrees to identify to Enformion in writing an employee it has designated to act on its behalf as a primary interface with Enformion on systems access related matters. This individual will be identified as the "**Head Security Designate**." Customer's Head Security Designate will be responsible for establishing, administering and monitoring all Customer Personnel's access to Enformion Products which are delivered by Internet Access, or approving and establishing Security Designates to perform such functions
b) Customer will limit the dissemination of the Enformion Data Products to appropriate employees whose duties justify the need to know such Enformion Data Products and will require that all such employees are first subject to obligations of confidentiality

substantially similar to those contained herein. Head Security Designate must immediately report any suspicious or questionable activity to Enformion regarding access to Enformion Products and must disable access by any employee if it is or may become likely to result in a security threat, the release or compromise of Enformion Products or if the employee 's employment is terminated by Customer. Enformion reserves the right to terminate any accounts it deems a security threat.

11. Additional Security Terms.

(a) Customer acknowledges and agrees that Customer and each of its Personnel has an ongoing obligation to protect and ensure the confidentiality, privacy, security and integrity of Enformion Products, and the standards embodied in this Agreement are merely minimum standards of conduct in furtherance of the foregoing continuing obligation.

(b) Enformion may provide written notice to Customer of updates to Enformion's information security requirements ("**Updated Security Requirements"**). Customer will comply with the Updated Security Requirements following a mutually agreed upon and reasonable period of time; provided that if the parties cannot reasonably agree to a period of time for Customer's compliance, or if Customer fails to provide Enformion with a written certification of compliance within thirty (30) days after the agreed upon compliance date, then Enformion may terminate this Agreement without any penalty or further obligation.

(c) Before using any third party service providers to access, transmit, or store Enformion Products, Customer must obtain the prior written consent of Enformion. Additional requirements and documentation may be required by Enformion.

12. Breach. Without limiting Enformion's rights or Customer's obligations under any other provision of this Agreement, in the event of a breach by Customer of this Agreement that results in the theft, loss, or unauthorized disclosure, acquisition, access to or misuse of Enformion Products, direct damages in connection with any such breach will include (i) the reasonable costs and expenses of investigation and analysis (including by law firms and forensic firms retained by Enformion, to the extent Customer does not share its investigation and analysis work product, or such work product is not reasonably acceptable to Enformion), (ii) reasonable costs of correction or restoration of any destroyed, lost or altered data or assets, notification to affected consumers (including by mail house firms), and (iii) costs of credit monitoring and other reasonably required remediation services. Customer will reimburse Enformion for any losses incurred by Enformion in correcting Customer's failure to comply with the privacy and/or confidentiality provisions of this Agreement, including Customer's destruction obligations.

DRAFT

EXHIBIT B

PERMISSIBLE USES

This is an Exhibit to, and subject to the terms of the Master Services Agreement between Enformion and Customer effective as of INSERT DATE (the "**Agreement**").

Customer understands that Enformion cannot provide legal advice regarding the appropriate uses of personal information and that it is Customer's obligation and responsibility to seek legal counsel in interpreting the applicable laws. However, regardless of the opinion of Customer's legal counsel, Enformion will allow or restrict access to Enformion Products based on Enformion's understanding of the applicable laws. All such decisions are the sole discretion of Enformion and will be final. As noted in the Agreement, the Customer shall comply with applicable law in its use and dissemination of the Enformion Products and will ensure, in turn, that its customers certify and covenant that they will do the same and will comply with the uses and restrictions on uses set forth in the Agreement.

GLBA PERMISSIBLE USES. The GLBA requires financial institutions, credit-reporting agencies, and other parties to protect personal financial information of customers, and restricts disclosure of such information to non-affiliated third parties. Enformion Products may contain information governed by GLBA. While other uses for information may be allowable under the GLBA, the purposes for which Enformion will allow access to Enformion Products are limited to those listed below.

- To protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.
- To the extent specifically permitted or required under laws other than GLBA, and in accordance with the Right to Financial Privacy Act of 1978, to law enforcement agencies, to self-regulatory organizations, or for an investigation on a matter related to public safety.
- To comply with federal, state, or local laws, rules and other applicable legal requirements.
- As necessary to effect, administer, or enforce a transaction requested or authorized by the consumer.
- Use by persons holding a legal or beneficial interest relating to the consumer.
- Use by persons acting in a fiduciary or representative capacity on behalf of, and with the implied or express consent of, the consumer.
- For required institutional risk control, or for resolving consumer disputes or inquires.

GLBA was enacted to protect the use and disclosure of non-public personal information, including, in certain instances, the use of identifying information only; and GLBA provides limited exceptions under which such information may be used; therefore, Customer hereby certifies to Enformion that (a) it has determined that its use of certain identification-only products (Reference Products), including but not limited to, Credit Header Products, is pursuant to an exception under GLBA and (b) its use of the Reference Products will be for the GLBA exception(s) designated above.

Customer further acknowledges an understanding of the restrictions imposed by the FCRA. Customer agrees to only use information to locate or to further identify the subject of a search. Customer may not and will not use information, in whole or in part, to determine a consumer's eligibility for credit, for employment, or for tenant screening, nor may Customer use information for any other purpose for which Customer might properly obtain a consumer report, except in connection with collection of a debt. If adverse action is to be taken against the subject of a search and the basis for such adverse action is information obtained or derived from information, Customer must verify such information from another source before taking such adverse action.

For a complete reading of the law, visit: http://www.ftc.gov/privacy/glbact/glbsub1.htm and https://www.ftc.gov/enforcement/rules/rulemaking-regulatory-reform-proceedings/fair-credit-reporting-act

CELL PHONE NUMBERS. Customer acknowledges that the government has placed restrictions upon the use of cell phone numbers. Customer agrees that any use of the cell phone numbers provided by Enformion as part of the Enformion Products will be used in strict accordance with all applicable laws, rules and regulations.

DPPA PERMISSIBLE USES. The Driver's Privacy Protection Act, 18 U.S.C. Section 2721 et seq. ("**DPPA**"), makes it unlawful for any person knowingly to obtain or disclose personal information from a motor vehicle record for any use not permitted by DPPA. Enformion Products may contain information that is governed by the DPPA. Below are the uses permitted by DPPA:

- Use by any government agency, including any court or law enforcement agency, in carrying out its functions, or any private person or entity acting on behalf of a federal, state, or local agency in carrying out that agency's functions.
- Use in the normal course of business by a legitimate business or its agents, employees, or contractors, but only to verify the accuracy of personal information submitted by the individual to the business or its agents, employees, or contractors; and, if such information as so submitted is not correct or is no longer correct, to obtain the correct information, but only for the purposes of preventing fraud by pursuing legal remedies against, or recovering on a debt or security interest against, the individual.
- Use in connection with any civil, criminal, administrative, or arbitral proceeding, in any federal, state, or local court agency, or before any self-regulatory body, including the service of process, investigation and anticipation of litigation, and the execution of enforcement of judgments and orders, or pursuant to an order of a federal, state, or local court.
- Use by any insurer or insurance support organization, or by a self-insured entity, or its agents, employees, or contractors, in connection with claims investigation activities, antifraud activities, rating, or underwriting.
- Use by an employer or its agent or Insurer to obtain or verify information relating to a holder of a commercial driver's license that is required under chapter 313 of title 49, U.S. Code.
- Use by any licensed private investigative agency or licensed security service for any purpose described above.

ACCESS TO AND USE OF DEATH DATA. Customer will not take any adverse action against any consumer without further investigation to verify information from the deceased data, flags or other indicia within the Enformion Products. Access to the Death Master File as issued by the Social Security Administration requires an entity to have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). The National Technical Information Service has issued the Interim Final Rule for temporary certification permitting access to the Death Master File ("**DMF**"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, access to the DMF is restricted to only those entities that have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). As many credit bureau data services contain information from the DMF, Customer must be aware of and comply with its continued obligation to restrict any use of deceased flags or other indicia within the Enformion Products to legitimate fraud prevention or business purposes in compliance with applicable laws, rules and regulations and consistent with applicable FCRA or GLBA use. Customer's continued use of Enformion Products affirms Customer's commitment to comply with these terms and all applicable laws.

DRAFT

Zenarate Terms of Service

These Terms of Service are an agreement between you and Zenarate.

Thanks for using Zenarate! The TOS cover your use and access to our services, software and websites, and any updates, modifications or enhancements to same ('Services'). The TOS include and incorporate by reference our Privacy Policy, which explains how we collect and use your information and can be found at http://www.zenarate.com/privacy. By using our Services, you're agreeing to be bound by the TOS, including the Privacy Policy. If you're using our Services for an organization, you're agreeing to these TOS on behalf of that organization. Your organization may also have a Master Services Agreement in place. In the event of any conflict between the terms of this Agreement and a Master Services Agreement, the terms of the Master Services Agreement shall govern. To find out if you have a Master Service Agreement please contact us at info@zenarate.com. IF YOU DO NOT AGREE TO THESE TOS, INCLUDING THE REQUIREMENT FOR MANDATORY DISPUTE RESOLUTION INCLUDING ARBITRATION, DO NOT USE OUR SERVICES.

YOUR CONTENT AND PERMISSIONS

When you use our Services, you can choose to host things like audio, video or screen recordings and associated documents ('Your Content') with Zenarate. We claim no Intellectual Property rights to Your Content.

We need your permission to do things like hosting Your Content, backing it up, and sharing it when you ask us to. Our Services also provide you with features like screen recording thumbnails, recording previews, sharing and searching. These and other features may require our systems to access, store, and scan Your Content. You give us permission to do those things, and this permission extends to our affiliates and trusted third parties we work with to provide our Services.

We may review your conduct and content for compliance with these TOS and our Acceptable Use Policy below. With that said, we have no obligation to do so. We aren't responsible for the content people post and share via the Services. If you provide us any comments or suggestions regarding the Services or any enhancements or improvements to

the Services, you agree that we may use those comments and suggestions in any way without any obligation or payment to you.

You are solely and fully responsible for Your Content and for all materials that you or anyone associated with your account post, host, upload, download, create, access or transmit using the Services. You are responsible for taking prompt action to correct any violation of Zenarate's acceptable use policy, and to help prevent similar future violations.

Our Stuff

The Services are protected by copyright, trademark, and other US and foreign laws. These TOS don't grant you any right, title or interest in the Services, or to Zenarate trademarks, logos and other brand features ('Our Stuff'). The TOS also don't grant you any rights in any third party content, including other users' content, which may be available through the Services.

Software

Our Services allow you to access the cloud-based Zenarate platform, which may update automatically. So long as you comply with these TOS, we give you a limited, nonexclusive, nontransferable, revocable license to download and use the Software on your personal computing or mobile device, solely to access the Services. To the extent any component of the Software may be offered under an open source license, we'll make that license available to you and the provisions of that license may expressly override some of these Software license terms. You agree not to copy, distribute, modify, reverse engineer or decompile the Software, attempt to do so, or assist anyone in doing so. Sometimes we may suggest you use certain third party software with our Services. If you use any third party software, you are solely responsible for agreeing and complying with any third party licensor's terms when downloading and using that software.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law, and such notices should be reported per these TOS. We reserve the right to delete or disable content alleged to be infringing and to block or terminate accounts of infringers.

If you believe the copyright in your work has been violated through these Services, you may submit a notification pursuant to the Digital Millennium Copyright Act ('DMCA') by providing our Copyright Agent with the following information in writing:

Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works are covered by a single notification, a representative list of such works;

Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit Zenarate to locate the material;

Information reasonably sufficient to permit the Zenarate to contact you, such as an address, telephone number, and, if available, an electronic mail;

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and

A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;

Pursuant to the Digital Millennium Copyright Act, Zenarate has designated the person listed below as its agent to receive notifications of alleged copyright infringement:

Attention: Copyright Agent

Zenarate

PO Box 2367

Menlo Park, CA 94026-2367

copyright@zenarate.com

Zenarate Acceptable Use Policy

You're responsible for your conduct, Your Content and the conduct and content of all users associated with your account. You must comply with our Acceptable Use Policy herein.

Content in the Services may be protected by others' intellectual property rights and you must not copy, upload, download or share content unless you have the right to do so.

You agree not to misuse the Zenarate services ("Services") or help anyone else to do so. For example, you must not even try to do any of the following in connection with the Services:

- probe, scan, or test the vulnerability of any system or network;
- breach or otherwise circumvent any security or authentication measures;
- access, tamper with, or use non-public areas or parts of the Services, or shared areas of the Services you haven't been invited to;
- interfere with or disrupt any user, host, or network, for example by sending a virus, overloading, flooding, spamming, or mail-bombing any part of the Services;
- access, search, or create accounts for the Services by any means other than our publicly supported interfaces (for example, "scraping" or creating accounts in bulk);
- send unsolicited communications, promotions or advertisements, or spam;
- send altered, deceptive or false source-identifying information, including "spoofing" or "phishing";
- promote or advertise products or services other than your own without appropriate authorization;
- reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service without the express written permission by Zenarate;
- disassemble, decompile, decrypt, hack, emulate, exploit, or reverse engineer any software or other aspect of the Services that is included in or accessible through the Services, except and only to the extent that the applicable copyright law expressly permits doing so;
- Verbal, physical, written or other abuse (including threats of abuse or retribution) of any Zenarate customer, employee, member, or officer (which will result in immediate account termination)
- publish or share materials that are unlawfully pornographic or indecent, or that contain extreme acts of violence;
- threaten or harass others, or advocate bigotry or hatred against any person or group of people based on their race, religion, ethnicity, sex, gender identity, sexual preference, disability, or impairment;
- violate the law in any way, including storing, publishing or sharing material that's fraudulent, defamatory, or misleading;
- depict anyone under the age of 18; or

- violate the privacy or infringe the rights of others, including any activity or material that infringes, misappropriates or otherwise violates the intellectual property rights, privacy rights, or other personal or property rights of Zenarate or any individual, group or entity.

Any complaints (other than claims of copyright infringement) regarding violations of this Acceptable Use Policy by a Zenarate user should be reported to abuse@zenarate.comYou should include in any report enough details for us to investigate such complaint.

Termination

You're free to stop using our Services at any time. We also reserve the right to suspend or end the Services, or to modify or discontinue any feature of the Service, at any time at our discretion and without notice unless otherwise defined in a Master Services Agreement with you or your company and Zenarate. For example, we may suspend or terminate your use of the Services if you're not complying with these TOS, or use the Services in a manner that in our reasonable determination would expose us to legal liability, violate any applicable law, rule or regulation, disrupt the Services or disrupt others' use of the Services.

DISCLAIMER OF WARRANTIES

We strive to provide great Services, but there are certain things that we can't guarantee. TO THE FULLEST EXTENT PERMITTED BY LAW, ZENARATE AND ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES, THE AVAILABILITY OF THE SERVICES, OR ANY CONTENT OR FEATURES AVAILABLE THROUGH THE SERVICES. YOU AGREE THAT WE HAVE NO RESPONSIBILITY FOR STORING YOUR CONTENT, AND DO NOT GUARANTEE THAT CONTENT THAT WE HOST, STORE OR BACKUP THROUGH THE SERVICES WILL BE AVAILABLE TO YOU. THE SERVICES ARE PROVIDED 'AS IS,' 'AS AVAILABLE' AND 'WITH ALL FAULTS.' WE ALSO DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Some places don't allow the disclaimers in this paragraph, so they may not apply to you.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL ZENARATE, ITS AFFILIATES, SUPPLIERS OR DISTRIBUTORS BE LIABLE FOR:

(A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR

(B) ANY LOSS OF USE, DATA, CONTENT, BUSINESS, OR PROFITS, REGARDLESS OF LEGAL THEORY.

THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF WHETHER OR NOT ZENARATE OR ANY OF ITS AFFILIATES HAS BEEN WARNED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ZENARATE, ITS AFFILIATES, SUPPLIERS AND DISTRIBUTORS WILL NOT BE LIABLE FOR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES FOR MORE THAN THE GREATER OF $2 OR THE AMOUNTS PAID BY YOU TO ZENARATE FOR THE PAST SIX (6) MONTHS OF THE SERVICES IN QUESTION. Some places don't allow the types of limitations in this paragraph, so they may not apply to you.

Remedies

You may seek remedies solely and exclusively from Zenarate, and not from Big Nerd Software, LLC, including but not limited to claims related to the enforceability of the User Agreement.

Indemnification by You

You or your company agree to indemnify, defend and hold Zenarate and its affiliates, officers, employees, agents, suppliers and distributors harmless from any claim, loss or demand, including reasonable attorney' fees and expenses, relating to or arising from your use or misuse of the Services, Your Content, or the use, misuse, or content of anyone associated with your account.

Dispute Resolution

Before filing a claim against Zenarate, you agree to try to resolve the dispute informally by contacting dispute-notice@zenarate.com. We'll try to resolve the dispute informally by

contacting you via email. If a dispute is not resolved within 15 days of submission, you or Zenarate may bring a formal proceeding.

Judicial forum for disputes. You and Zenarate agree that any judicial proceeding to resolve claims relating to these TOS or the Services will be brought in the federal or state courts of Santa Clara County, California, subject to the mandatory arbitration provisions below. Both you and Zenarate consent to exclusive venue and personal jurisdiction in such courts.

ARBITRATION

IF YOU'RE A U.S. RESIDENT, YOU ALSO AGREE TO THE FOLLOWING MANDATORY ARBITRATION PROVISIONS:

We Both Agree To Arbitrate. You and Zenarate agree to resolve any claims relating to these TOS or the Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-out of Agreement to Arbitrate. You can decline this agreement to arbitrate by sending us a statement of your intention to opt out from this Agreement to Arbitrate, including your name, address, and email address, to the below address within 30 days of first accepting these TOS.

Attention: Dispute Resolution

Zenarate

PO Box 2367

Menlo Park, CA 94026-2367

Arbitration Procedures. The American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. The arbitration will be held in the United States county where you live or work, Palo Alto (CA), or any other location we agree to.

Arbitration Fees and Incentives. The AAA rules will govern payment of all arbitration fees. Zenarate will pay all arbitration fees for claims less than $75,000. If you receive an arbitration award that is more favorable than any offer we make to resolve the claim, we will pay you $1,000 in addition to the award. Zenarate will not seek its attorneys' fees and costs in arbitration unless the arbitrator determines that your claim is frivolous.

Exceptions to Agreement to Arbitrate. Either you or Zenarate may assert claims, if they qualify, in small claims court in Palo Alto (CA) or any United States county where you live or work. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services, or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above. If the agreement to arbitrate is found not to apply to you or your claim, you agree to the exclusive jurisdiction of the state and federal courts in Santa Clara County, California to resolve your claim.

NO CLASS ACTIONS. You may only resolve disputes with us on an individual basis, and may not bring a claim as a plaintiff or a class member in a class, consolidated, or representative action. Class arbitrations, class actions, private attorney general actions, and consolidation with other arbitrations aren't allowed.

Controlling Law

Unless defined in an existing Master of Services Agreement between you or your company and Zenarate, these TOS will be governed by California State law except for its conflicts of laws principles, unless otherwise required by a mandatory law of any other jurisdiction.

Entire Agreement

Unless defined in an existing Master of Services Agreement between you or your company and Zenarate, these TOS constitute the entire agreement between you and Zenarate with respect to the subject matter of these TOS, and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these TOS. These TOS create no third party beneficiary rights.

Waiver, Severability & Assignment

Zenarate's failure to enforce a provision is not a waiver of its right to do so later. If a provision is found unenforceable, the remaining provisions of the TOS will remain in full effect and an enforceable term will be substituted reflecting our intent as closely as possible. You may not assign any of your rights under these TOS, and any such attempt will be void. Zenarate may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

Modifications

We may revise these TOS from time to time, with or without notice to you, by posting a copy of the most current version on our website and/or making it available through the Services. You are responsible for reviewing the TOS, and you will be deemed to have agreed to any modification or amendment to the TOS by your decision to continue to use or access the Services after the date on which the revised TOS are posted or made available through the Services.

Third Party Acknowledgement and Terms

The Software licensed under the terms and conditions of this EULA: may use or include third party components, Content, other copyrighted material, and/or open source software which may be subject to certain "open source" or "free software" licenses ("Open Source Software"). The use of such material is governed by their respective terms. The Open Source Software is distributed in the hope that it will be useful, but WITHOUT ANY WARRANTY, without even the implied warranty of MERCHANTABILITY or FITNESS OF PURPOSE..

ADDENDUM FOR THE USE OF FFmpeg

The Software utilizes the FFmpeg video application and its included libraries (the "FFmpeg code"). FFmpeg is a trademark of Fabrice Bellard (originator of the FFmpeg project - FFmpeg project,http://www.ffmpeg.org) licensed under the Lesser GNU Lesser General Public License 2.1. GNU Lesser General Public, Free Software Foundation, Inc., 51 Franklin Street, Fifth Floor, Boston, MA 02110-1301 USA and you can distribute and/or modify the FFmpeg code under the terms of such license.. You may obtain a copy of the license

athttp://www.gnu.org/licenses/old-licenses/lgpl-2.1.htmlThe source to FFMpeg is not modified by Screencast-O-Matic or Zenarate. The original source can be found here:.

The source to FFMpeg is not modified by Screencast-O-Matic or Zenarate.FFMpeg Source

ADDENDUM FOR THE USE OF Cisco-Provided Binary of OpenH264 Video Codec

---

About The Cisco-Provided Binary of OpenH264 Video Codec (the "CISCO code" or, for purposes of this Addendum and the Cisco licenses and notices, "this Software" or "this Product")

Cisco provides the CISCO code under the terms of the BSD license.

Additionally, the CISCO code is licensed under Cisco's AVC/H.264 Patent Portfolio License from MPEG LA, at no cost to you, provided that the requirements and conditions shown below in the AVC/H.264 Patent Portfolio sections are met.

As with all AVC/H.264 codecs, you may also obtain your own patent license from MPEG LA or from the individual patent owners, or proceed at your own risk.

Your rights from Cisco under the BSD license are not affected by this choice.

For more information on the OpenH264 binary licensing, please see the OpenH264 FAQ found athttp://www.openh564.org/faq.html#binary

A corresponding source code to this binary program is available under the same BSD terms, which can be found athttp://www.openh564.org

---

BSD License

Copyright

all-rights-reserved

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS 'AS IS' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

AVC/H.264 Patent Portfolio License Notice

The binary form of this Software is distributed by Cisco under the AVC/H.264 Patent Portfolio License from MPEG LA, and is subject to the following requirements, which may or may not be applicable to your use of this software:

THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER

ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE http://www.mpegla.com

Accordingly, please be advised that content providers and broadcasters using AVC/H.264 in their service may be required to obtain a separate use license from MPEG LA, referred to as "(b) sublicenses" in the SUMMARY OF AVC/H.264 LICENSE TERMS from MPEG LA found at http://www.openh564.org/mpegla

---

AVC/H.264 Patent Portfolio License Conditions

Conditions for Cisco-provided Binary License

The Cisco-provided binary is separately downloaded to an end user's device, and not integrated into or combined with third party software prior to being downloaded to the end user's device;

The end user must have the ability to control (e.g., to enable, disable, or re-enable) the use of the Cisco-provided binary;

Third party software, in the location where end users can control the use of the Cisco-provided binary, must display the following text:

Any third-party software that makes use of the Cisco-provided binary must reproduce all of the above text, as well as this last condition, in the EULA and/or in another location where licensing information is to be presented to the end user.

ADDENDUM FOR THE USE OF Cisco-Provided Binary of OpenH264 Video Codec

---

About The Cisco-Provided Binary of OpenH264 Video Codec (the "CISCO code" or, for purposes of this Addendum and the Cisco licenses and notices, "this Software" or "this Product")

Cisco provides the CISCO code under the terms of the BSD license.

Additionally, the CISCO code is licensed under Cisco's AVC/H.264 Patent Portfolio License from MPEG LA, at no cost to you, provided that the requirements and conditions shown below in the AVC/H.264 Patent Portfolio sections are met.

As with all AVC/H.264 codecs, you may also obtain your own patent license from MPEG LA or from the individual patent owners, or proceed at your own risk. Your rights from Cisco under the BSD license are not affected by this choice.

For more information on the OpenH264 binary licensing, please see the OpenH264 FAQ found at http://www.openh564.org/faq.html#binary

A corresponding source code to this binary program is available under the same BSD terms, which can be found at http://www.openh564.org

---

BSD License

Copyright © 2014 Cisco Systems, Inc.

All rights reserved.

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE

LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

AVC/H.264 Patent Portfolio License Notice

The binary form of this Software is distributed by Cisco under the AVC/H.264 Patent Portfolio License from MPEG LA, and is subject to the following requirements, which may or may not be applicable to your use of this software:

THIS PRODUCT IS LICENSED UNDER THE AVC PATENT PORTFOLIO LICENSE FOR THE PERSONAL USE OF A CONSUMER OR OTHER USES IN WHICH IT DOES NOT RECEIVE REMUNERATION TO (i) ENCODE VIDEO IN COMPLIANCE WITH THE AVC STANDARD ("AVC VIDEO") AND/OR (ii) DECODE AVC VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE AVC VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE. ADDITIONAL INFORMATION MAY BE OBTAINED FROM MPEG LA, L.L.C. SEE

ADDITIONAL_INFO http://www.mpegla.com

Accordingly, please be advised that content providers and broadcasters using AVC/H.264 in their service may be required to obtain a separate use license from MPEG LA, referred to as "(b) sublicenses" in the SUMMARY OF AVC/H.264 LICENSE TERMS from MPEG LA found at http://www.openh564.org/mpegla

---

In addition, the Cisco-provided binary of this Software is licensed under Cisco's license from MPEG LA only if the following conditions are met:

---

1. The Cisco-provided binary is separately downloaded to an end user's device, and not integrated into or combined with third party software prior to being downloaded to the end user's device;

2. The end user must have the ability to control (e.g., to enable, disable, or re-enable) the use of the Cisco-provided binary;

3. Third party software, in the location where end users can control the use of the Cisco-provided binary, must display the following text:

"OpenH264 Video Codec provided by Cisco Systems, Inc."

ADDENDUM FOR THE USE OF Transition2D/3D library

Transition2D/3D is distributed under the terms of the "BSD" license, as specified below.

Copyright © 2014, Jeremy Wood.

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

* Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

* Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

* The name of the contributors may not be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT OWNER OR CONTRIBUTORS BE

LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Liability

ADDENDUM FOR THE USE OF proxy-vole library

proxy-vole is distributed under the terms of the 'BSD' license, as specified below.

Copyright © 2009, Bernd Rosstauscher

All rights reserved.

Redistribution and use in source and binary forms, with or without modification, are permitted provided that the following conditions are met:

1. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.

2. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

3. Neither the name of the copyright holder nor the names of its contributors may be used to endorse or promote products derived from this software without specific prior written permission.

THIS SOFTWARE IS PROVIDED BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS 'AS IS' AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE COPYRIGHT HOLDER OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)

ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

ADDENDUM FOR THE USE OF scribe library

scribe is distributed under the terms of the 'MIT' license, as specified below.

Copyright © 2013 hh.ru

Copyright © 2010 Pablo Fernandez

Permission is hereby granted, free of charge, to any person obtaining a copy of this software and associated documentation files (the 'Software'), to deal in the Software without restriction, including without limitation the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Software, and to permit persons to whom the Software is furnished to do so, subject to the following conditions:

The above copyright notice and this permission notice shall be included in all copies or substantial portions of the Software.

THE SOFTWARE IS PROVIDED 'AS IS', WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IN NO EVENT SHALL THE AUTHORS OR COPYRIGHT HOLDERS BE LIABLE FOR ANY CLAIM, DAMAGES OR OTHER LIABILITY, WHETHER IN AN ACTION OF CONTRACT, TORT OR OTHERWISE, ARISING FROM, OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE USE OR OTHER DEALINGS IN THE SOFTWARE

ADDENDUM FOR THE USE OF json-simple library

json-simple library is distributed under the terms of the 'Apache-2.0' license. You may obtain a copy of the License at http://www.apache.org/licenses/LICENSE-2.0.

Copyright: 2006-2009, Yidong Fang

2006-2009, Chris Nokleberg

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an 'ASIS' BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

ADDENDUM FOR THE USE OF gdata library

gdata library is distributed under the terms of the 'Apache-2.0' license. You may obtain a copy of the License at http://www.apache.org/licenses/LICENSE-2.0.

Copyright: 2007, Havard Gulldahl

Unless required by applicable law or agreed to in writing, software distributed under the License is distributed on an 'ASIS' BASIS, WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. See the License for the specific language governing permissions and limitations under the License.

ADDENDUM FOR THE USE OF AppleJavaExtensions

AppleJavaExtensions is distributed under the terms of the 'Apple Inc.' license, as specified below.

Disclaimer: IMPORTANT: This Apple software is supplied to you by Apple Computer, Inc. ('Apple') in consideration of your agreement to the following terms, and your use, installation, modification or redistribution of this Apple software constitutes acceptance of these terms. If you do not agree with these terms, please do not use, install, modify or redistribute this Apple software.

In consideration of your agreement to abide by the following terms, and subject to these terms, Apple grants you a personal, non-exclusive license, under Apple's copyrights in this original Apple software (the 'Apple Software'), to use, reproduce, modify and redistribute the Apple Software, with or without modifications, in source and/or binary forms; provided that if you redistribute the Apple Software in its entirety and without modifications, you must retain this notice and the following text and disclaimers in all such redistributions of the Apple Software. Neither the name, trademarks, service marks or logos of Apple Computer, Inc. may be used to endorse or promote products derived from the Apple Software without specific prior written permission from Apple. Except as expressly stated in this notice, no other rights or licenses, express or implied, are granted by Apple herein, including but not limited to any patent rights that may be infringed by your derivative works or by other works in which the Apple Software may be incorporated.

The Apple Software is provided by Apple on an 'AS IS' basis. APPLE MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A

PARTICULAR PURPOSE, REGARDING THE APPLE SOFTWARE OR ITS USE AND OPERATION ALONE OR IN COMBINATION WITH YOUR PRODUCTS. IN NO EVENT SHALL APPLE BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) ARISING IN ANY WAY OUT OF THE USE, REPRODUCTION, MODIFICATION AND/OR DISTRIBUTION OF THE APPLE SOFTWARE, HOWEVER CAUSED AND WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF APPLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Copyright © 2003-2010 Apple Inc., All Rights Reserved

SERVICE PROVIDER TERMS AND CONDITIONS

This Software License Agreement (this "**Agreement**") is made and entered into on the later of the two dates appearing on the signature page below (the "**Effective Date**"), between UtiliSync, LLC, a Utah limited liability company (the "**Company**") and the undersigned licensee (the "**Licensee**").

Article 1: Interpretation

1.1 **Definitions.** In this Agreement, the following terms shall have the meanings set forth below:

(a) "**Affiliate**" means any entity that controls, is controlled by, or is under common control with the Licensee. The term "control" as used herein means the possession of the power to direct or cause the direction of the management and the policies of an entity, whether through the ownership of a majority of the outstanding voting securities or by contract or otherwise.

(b) "**Confidential Information**" means the Software, Updates, and any other non-public, proprietary information of the parties that is of a nature that a reasonable person would (in all the circumstances) consider confidential, excluding information that:

(i) was in the public domain at the time of the Discloser's communication to the Recipient;

(ii) enters the public domain subsequent to disclosure through no fault of the Recipient;

(iii) the Recipient can demonstrate was in the Recipient's possession free of any obligation of confidence at the time of the Discloser's communication to the Recipient; or

(iv) the Recipient can demonstrate was independently developed by the Recipient.

(c) "**Data**" means the information, facts, and figures produced by the Licensee from use of the Software.

(d) "**Data Protection Laws and Regulations**" means all applicable state and federal privacy laws, along with any implementing regulations, and any other laws that govern the use of Personal Data.

(e) "**Derivative Technology**" means: (i) for copyrightable or copyrighted material, any translation, modification, correction, addition, improvement, compilation, abridgment, revision, or other form in which such material may be recast, transformed, or adapted; (ii) for patentable or patented material, any improvement thereon; and (iii) for material that is a protected trade secret, any new material that incorporates or is adapted from such existing trade secret material, including new material which may be protected by copyright, mask work right, patent and/or as a trade secret.

(f) "**Discloser**" means a party disclosing Confidential Information.

(g) "**Documentation**" means all operator, technical and user manuals, training materials, guides, listings, specifications, and other materials that describe the functionality of the Software, whether in hard copy or electronic format, as may be furnished by the Company from time to time.

(h) "**Personal Data**" means personal data relating to an individual that identifies or can be used to identify, locate, or contact that individual alone or when combined with other personal or identifying information that is or can be associated with that specific individual and user information.

(i) "**Recipient**" means a party receiving Confidential Information.

(j) "**Security Incident**" means any act, omission or event that has caused or may cause unauthorized access or handling of, or the loss of, or inability to account for, the Licensee's Confidential Information and Personal Data.

(k) "**Services**" means the professional services and maintenance and support services provided by the Company to the Licensee.

(l) "**Software**" means the Company's computer software product described in Schedule A, any Updates thereto and any Derivative Technology, as may be furnished by the Company to the Licensee from time to time, including any source code and object code, technical documentation, paperwork, instructions, computer programs that comprise a series of instructions, rules, routines, or statements that allow or cause a computer to perform a specific operation or series of operations and the recorded information comprising source code listings, design details, algorithms, processes, flow charts, formulas, and related material that would enable the computer program to be produced or created. Further it means the graphical interface, images, design materials, and any schema design incorporated or associated with any of the foregoing.

(m) "**Territory**" means the geographical region(s) listed in Schedule A.

(n) "**Updates**" means any object code revisions to the Software that are made by the Company, including without limitation all new revisions, enhancements, modifications, bug fixes, corrections and workarounds, as well as any new releases of the Software.

Article 2: Software Licenses

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, the Company hereby grants to the Licensee a limited, non-exclusive, royalty free, non-transferable right and license (the "**License**") to use the Software, for the Licensee's internal use in connection with the operation of its business. The parameters of the Licensee's use, including plan level, Territory, division/department, number of authorized users and free trials granted, if any, are set forth in Schedule A hereto.

2.2 **Restrictions on Use.** Without limiting any other restrictions and/or limitations set forth in this Agreement, the Licensee agrees to comply with the following restrictions and limitations, and the Licensee agrees not to permit others to violate them without the prior written consent of the Company: (i) the Licensee may not sell, rent, copy, lease, lend, publish, or distribute the Software; (ii) the Licensee may not alter or remove any copyrights, trademark, patent or other protective notice contained in or on the Software or Documentation; (iii) the Licensee may not use the Software outside of the Territory; (iv) the Licensee may not allow more than the permitted number of authorized users to use the Software; and (v)

the Licensee may not reverse engineer, decompile or disassemble the Software or otherwise attempt to derive its source code.

2.3 **Sublicense.** The Licensee may not transfer, assign or sublicense, in whole or in part, the right and License granted to the Licensee without the express written consent of the Company. If the Company does permit the Licensee to sublicense this Agreement, the Licensee will require any sublicensee to comply with the provisions of this Agreement and will remain responsible for any violation or breach of this Agreement due to the acts or omissions of such sublicensee and/or the failure of the Licensee to enter into an appropriate sublicense with such sublicensee. In addition, the Licensee will include a provision in each sublicense agreement that the Company is an intended third-party beneficiary of such agreement and will have the right to enforce directly all rights of and restrictions imposed by the Licensee on the sublicensee with respect to the Software. Any attempted or actual transfer, assignment or sublicense in violation of the provisions of this Section will be void and the Licensee will be liable for any damages resulting from such attempted or actual transfer, assignment or sublicense.

2.4 **Equitable Remedies.** The Licensee acknowledges and agrees that in the event of any breach of the provisions of this Article 2, the Company would suffer irreparable injury for which monetary damages would be an inadequate remedy, and, without limitation of any other rights or remedies of the Company under this Agreement, the Company will be entitled to seek equitable relief, including injunctive relief and without the necessity of posting any bond, in any court of competent jurisdiction.

2.5 **Delivery of Software.** Upon signing this Agreement, the Company will permit the Licensee to download the Software.

2.6 **Storage of Data.** All Data, as it relates in any way to this Agreement, shall be stored by a reputable third-party hired by the Company. The Licensee may, at its own expense, store duplicate copies of all Data that the Licensee has input that is subsequently stored on the Company's third-party servers. The Licensee stores Data with the Company at its own risk. The Company will not be liable for any Data that is lost or stolen. The Company will have the non-exclusive right to use and analyze the Data in order to provide the Services and make improvements to the Software.

Article 3: Development, Maintenance and Support Services

3.1 **Provision of Maintenance and Support Services.** The Licensee acknowledges and agrees that except as otherwise provided in this Agreement, the Company is under no obligation to provide any maintenance, support services or training, other than as needed to ensure that the Software is working properly. Notwithstanding the above, if the Company creates any Updates or Derivative Technology with respect to the Software, the Company may provide the same to the Licensee in which case such works will be deemed licensed to the Licensee as part of the Software.

3.2 **Transition Services.** Upon the termination or expiration of this Agreement, the Company shall (upon the Licensee's request) provide to the Licensee all reasonably requested Services relating to the Licensee transitioning its use of the Software to the use of different software application(s) performing similar functions ("**Transition Services**"). This may include transferring a copy of the Data to the Licensee. All Transition Services will be performed at the Company's then current time and materials hourly rate schedule, which shall be provided to the Licensee prior to performing any Transition Services, and the Licensee agrees to pay the Company for any and all Transition Services provided by the Company according to this schedule.

3.3 **Service Level Agreement.** The UtiliSync Software Service Level Agreement attached to this Agreement as Exhibit A is incorporated by reference as if fully set forth herein.

3.4 **Limited Software Warranty.** The Company warrants that the Software will perform in accordance with its specifications during the Term. If the Software fails to perform in accordance with its specifications during the Term, the Company will use reasonable diligence to correct the failure but shall not be responsible for any failure caused by: (a) the Licensee's failure to use the Software according to the Documentation; (b) defects or incompatibility in any aspects of the Licensee's operating environment; (c) defects in any hardware or other software; (d) cyber-attacks or other malware, or (e) any problem other than the failure of the Software itself.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED BY THE COMPANY ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SECURITY, WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE, AND ANY WARRANTIES THAT THE SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, WILL OPERATE WITHOUT INTERRUPTION, OR WILL BE ERROR FREE.

Article 4: Fees and Payment

4.1 **Fees.**

(a) **Set-up Fee.** In consideration for the License and other benefits and rights conferred upon the Licensee, the Licensee shall pay to the Company a one-time implementation fee, as set forth in Schedule A hereto (the "**Set-up Fee**").

(b) **Annual Fee.** In addition to the Set-up Fee, the Licensee will pay an annual fee to the Company based on the level of plan that the Licensee has selected, as set forth in Schedule A hereto (the "**Annual Fee**"). The Set-up Fee and Annual Fee shall be payable upon the later of (i) execution of this Agreement and (ii) receipt of the Software. In order to maintain a License to use the Software, the Licensee must pay the Annual Fee each year before the anniversary of the Effective Date. If the Licensee fails to make a timely payment of the Annual Fee, the Company may cancel or suspend the license and require that the Licensee pay the Set-up Fee again before using the Software.

4.2 **Taxes.** The Licensee shall be responsible for all sales, use, excise and value added taxes (but not including taxes based on the Company's income) imposed by any federal, provincial, state or local governmental entity for the Software or the Services provided under this Agreement.

4.3 **Books and Records.** The Licensee shall keep and maintain at its offices complete and accurate books of account and records relating to the use of the Software.

4.4 **Audit.** During the Term, the Company, at its own expense, may audit the Licensee's books and records. Any such audit shall be conducted during regular business hours at the Licensee's facilities and shall not unreasonably interfere with the Licensee's business activities. If an undisputed audit reveals that the Licensee has underpaid or allowed people outside of the authorized department or more than the authorized number of users use of the Software, the Licensee shall pay the amount that would have been required to License those unauthorized users, plus a 10% penalty on that amount.

Article 5: Intellectual Property

5.1 **All Rights Reserved.** The Company retains title to and ownership of—and all other rights with respect to—the Software, including, without limitation, any related copyrights, trademarks, trade secrets, patents, and other intellectual property rights associated therewith. The Licensee has only the limited license granted with respect to the Software as expressly set forth in this Agreement, and the Licensee has no other rights, implied or otherwise. The Licensee acknowledges and agrees that the Software is licensed, not sold, and that rights to access and use the Software are acquired only under this Agreement. The structure and organization of the Software (a) may not be distributed, disclosed or otherwise provided to third parties and (b) may be used only in conjunction with and for the Licensee's own authorized internal business use.

5.2 **Unauthorized Possession or Use of the Software.** The Licensee shall notify the Company as soon as possible upon discovering any unauthorized possession or use of—or access to—the Software. The Licensee shall promptly furnish the Company with full details of such situation, assist in preventing any recurrence thereof, and cooperate in any litigation or other proceedings reasonably necessary to protect the intellectual property rights of the Company.

5.3 **Circumvention.** The Licensee may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any form of technical protection used by the Company in connection with the Software. Without limitation of the generality of the foregoing, the Licensee may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any tool or technical protection measure provided or made available by the Company for managing, monitoring or controlling access to the Software. The Licensee may not utilize any equipment, device, software, or other means to (or designed to) circumvent or remove any usage restrictions, or to enable functionality disabled by the Company, in connection with the Software. The Licensee may not bypass or delete any functionality or technical limitations of the Software that (or that are designed to) prevent or inhibit the unauthorized copying or access to the Software.

Article 6: Confidentiality

6.1 **Obligation of Confidentiality.** Pursuant to this Agreement, each party may, from time to time, furnish the other party to this Agreement with certain Confidential Information. The Recipient shall use the same care to avoid disclosure of such Confidential Information as it uses with its own similar Confidential Information which it does not wish to disclose, but such standard of care shall not be less than a reasonable standard of care. The Recipient shall not disclose the Confidential Information, including any trade secret, confidential or proprietary information contained within the Confidential Information, to any persons other than its directors, officers, employees, contractors, agents, professional advisors or other representatives who have a need to know the Confidential Information, and who are under an obligation of confidentiality substantially similar to the terms of this section prior to such disclosure.

In the event that disclosure of Confidential Information is required by law, valid subpoena, or court or government order, the Recipient shall provide prompt notice of such required disclosure to Discloser and the Recipient shall make a reasonable effort to obtain a protective order or other reliable assurance affording confidential treatment of the Confidential Information and limiting its use solely for the purpose for which the law or order requires.

6.2 **Injunction.** The parties agree that a breach of the confidentiality obligations in Section 6.1 by the Recipient would cause immediate and irreparable damage to the Discloser and will entitle the

Discloser to make application to a court of competent jurisdiction for injunctive relief in addition to all other remedies available at law.

6.3 **Privacy and Data Security**. The Company acknowledges that the Licensee's Confidential Information includes Personal Data or other information of a personal or sensitive nature that can be used on its own or with other information to identify, contact or locate a natural person, including financial information, accounts and activities relating to a natural person ("**Personal Information**"). During the Term, the Company shall adhere to the following requirements with regard to Personal Information:

(a) comply with all Data Protection Laws and Regulations;

(b) perform its obligations under this Agreement in a manner that will facilitate the Licensee's compliance with Data Protection Laws and Regulations;

(c) designate personnel specifically responsible for management of all Personal Data and oversight of the Company's compliance with Data Protection Laws and Regulations and its obligations related to Personal Data set forth in this Agreement;

(d) within ten (10) business days of the Licensee's request, either: (i) locate, update, correct or delete Personal Data or modify the permitted use of such Personal Data; or (ii) provide access to the Licensee to enable it to perform these activities itself;

(e) if the Company receives a request for access to the Licensee's Personal Data: (i) immediately refer such request to the Licensee, and respond to any such request only by making reference to such referral; (ii) immediately (and prior to notifying anyone else) notify the Licensee of such request by telephone and in writing; and (iii) at the Licensee's request, provide such Personal Data to the Licensee before any deadlines applicable under any Data Protection Laws and Regulations to the provision of such Personal Data;

(f) not respond to any request, complaint, notice or other communication relating to the Licensee's Personal Information without the Licensee's prior written consent (which may be withheld at the Licensee's sole discretion) or as expressly permitted in this Agreement;

(g) except as required to perform the Services, not disclose any of the Licensee's Personal Data without the Licensee's prior written consent;

(h) immediately notify the Licensee in writing if the Company receives notice from any regulatory authority alleging that the Licensee or the Company has failed to comply with Data Protection Laws and Regulations in connection with the performance of this Agreement, or if the Company otherwise becomes aware and reasonably believes that the Company or the Licensee may have failed or may in the future fail to comply with Data Protection Laws and Regulations in connection with the performance of this Agreement;

(i) at the Licensee's direction and expense, cooperate and comply with any requests or instructions issued by any regulatory authority applicable to the Licensee, its Affiliates, or any Personal Data; and

(j) provide reasonable assistance to the Licensee or its Affiliates in responding to and addressing any complaint relating to the handling of Personal Data in the course of the performance of the Services.

The Company shall implement and comply with physical safeguards and data security controls for the protection of the Licensee's Confidential Information, including Personal Data, accessed, received or used by the Company or its personnel, or that otherwise comes into the possession of the Company or its personnel.

Upon the occurrence of any Security Incident, or any other circumstances of which the Company becomes aware in which the Licensee's Confidential Information or Personal Data is, or has the potential to be, accessed, used or stored by any person who is not authorized or entitled, the Company will, within seventy-two (72) hours of becoming aware of such events, notify the Licensee by email at _____ or phone at _____, or in writing. For the avoidance of doubt, a Security Incident shall be considered Confidential Information of the Licensee subject to the requirements of this Agreement.

The Company shall cooperate with the Licensee in its efforts to investigate the Security Incident, comply with statutory notice and other legal obligations applicable to the Licensee or its customers arising out of the Security Incident, and investigate or bring legal action against third parties in an effort to protect the Licensee's rights. If a Security Incident involves any Personal Data, then if requested by the Licensee, the Company will assist the Licensee in communication with the media, any affected persons (by press release, telephone, letter, website or any other method of communication), and any regulatory authorities. The content and method of any such communications will be mutually agreed upon by both the Licensee and the Company, with the Licensee having final sign-off authority where required by law.

Article 7: Term and Termination

7.1 **Term.** The term of this Agreement (the "**Term**") begins on the Effective Date and ends one (1) year thereafter unless otherwise terminated in accordance with this Agreement. Provided the Licensee has paid the Annual Fee to the Company on or before the anniversary of the Effective Date or any renewal term, the Term will be automatically extended for an additional year. If the Annual Fee has not been timely made, use of the Software will be suspended.

7.2 **Termination.** In the event of any default under this Agreement which remains uncured for thirty (30) days following receipt of written notice of such default, the non-defaulting party may terminate this Agreement upon delivery of written notice to the defaulting party. Upon termination of this Agreement, all rights granted to the Licensee in respect of the subject matter of the termination shall revert to the Company, the Licensee shall immediately discontinue use of the Software and, upon request by the Company, the Licensee shall certify in writing to the Company within thirty (30) days that the affected copies of the Software have either been returned to the Company or its use discontinued.

7.3 **Survival of Provisions.** Expiration or earlier termination of this Agreement, in whole or in part, through any means and for any reason shall not relieve the parties of any obligation accruing prior thereto, including, but not limited to, the obligations to pay all undisputed invoices outstanding as of the date of termination. Notwithstanding the expiration or earlier termination of this Agreement, in whole or in part, the provisions of Sections 2.2, 2.3, 2.6, 3.2, Article 5, Article 6 and Article 8 will survive such expiration or earlier termination and shall be without prejudice to the rights and remedies of either party with respect to the antecedent breach of any of the provisions of this Agreement.

Article 8: General Provisions

8.1 **No Consequential Damages.** Under no circumstances, including negligence, shall either of the parties be liable for any loss of profits, savings or goodwill, loss or inaccuracy of data, or any indirect, punitive, exemplary, incidental, special or consequential damages (whether in contract, tort,

including negligence, or otherwise), even if the parties have been advised of the possibility of such damages.

8.2 **Affiliates.** The Licensee shall ensure compliance with the terms of this Agreement by its Affiliates as if such Affiliates were the Licensee hereunder.

8.3 **Applicable Law.** This Agreement shall be construed, interpreted and governed by the laws of the State of Utah without regard to their conflict of laws rules. All disputes will be settled in the courts of Utah and the parties hereby agree to such exclusive jurisdiction.

8.4 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party, not to be unreasonably withheld; provided that each party will have the right to transfer this Agreement, and assign all of its rights and delegate all of its obligations hereunder, to any Affiliate or any successor by way of merger or consolidation, or in connection with the sale or transfer of substantially all of its business and assets (upon notice to the other party) provided that the assignee agrees in writing to perform (and can perform) all of the obligations of the assignor hereunder. All the terms and conditions of this Agreement shall be binding upon and for the benefit of the parties hereto and their successors and permitted assigns.

8.5 **Counterparts.** This Agreement may be executed in counterparts and by facsimile, email attachment, or other electronic or digital means, each of which will together, for all purposes, constitute one and the same instrument, binding on the parties, and each of which will together be deemed to be an original, notwithstanding that the parties are not signatories to the same counterpart.

8.6 **Entire Agreement.** This Agreement, including any schedules, exhibits and documents referenced herein, constitutes the entire agreement among the parties concerning the subject matter hereof, and supersedes all written or oral, express or implied, prior agreements or understandings, with respect thereto.

8.7 **Force Majeure.** Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under this Agreement due to acts of God, the elements, strikes, actions or decrees of governmental bodies or any other causes beyond the reasonable control of the affected party (a "**Force Majeure Event**"). A Force Majeure Event shall not constitute a breach of this Agreement. The party so affected shall immediately give notice to the other party of the Force Majeure Event. Upon such notice, all obligations of the affected party under this Agreement which are reasonably related to the Force Majeure Event shall be immediately suspended, and the affected party shall do everything reasonably possible to resume performance as soon as practicable.

8.8 **Power and Authority; No Conflict**. The Company represents and warrants that it is the owner of the Software and has the authority to grant this License. Each party to this Agreement represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder. Each party further represents and warrants that neither the execution, delivery and performance of this Agreement by such party nor the consummation by such party of the transactions contemplated hereby will conflict with, or result in a breach of, any of the terms, conditions or provisions of such party's governing documents, or any other agreement to which it is a party.

8.9 **Headings.** The headings in this Agreement are solely for convenience of reference and shall not be used for purposes of interpreting or construing the provisions thereof.

8.10 **Notice.** Any notice, demand, request, waiver or other communication required or permitted to be given pursuant to this Agreement must be in writing (including electronic format) and will

be deemed by the parties to have been received (a) upon delivery in person (including by reputable express courier service) at the address set forth below; (b) upon delivery by electronic mail to the email address set forth below with either (i) confirmation from recipient that the email was received or (ii) a read receipt requested by the sender that is subsequently sent by the recipient; or (c) upon three business days after mailing with the United States Postal Service if mailed from and to a location within the continental United States by registered or certified mail, return receipt requested, addressed to the address set forth below. Any party hereto may from time to time change its physical or electronic address or facsimile number for notices by giving notice of such changed address or number to the other party in accordance with this section.

If to the Company at:	Matthew Stayner UtiliSync, LLC 9980 South, 300 West, Ste 200 Sandy, UT 84070 Email: mstayner@utilisync.com
With a copy (which will not constitute notice) to:	Grant R Gulovsen Esq Gulovsen Law Office Email: grant@gulovsen.io
If to the Licensee at:	

8.11 **No Waiver.** No notice of waiver of any term of this Agreement shall be effective unless in writing signed by the parties making such waiver. No failure to exercise and no delay in exercising, on the part of either party, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right or the exercise of any other right hereunder.

8.12 **Relationship of the Parties**. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between the parties to this Agreement. Neither party is by virtue of this Agreement authorized as an agent, employee, or legal representative of the other party. Neither party shall have the power to control the activities and operations of the other party, and their status is, and at all times will continue to be, that of independent entities with respect to each other. Neither party shall have any power or authority to bind or commit the other party.

8.13 **Severability.** If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and, in such an event, such provisions shall be interpreted so as to best accomplish the intent of the parties within the limits of applicable law.

IN CONFIRMATION WHEREOF each of the parties hereto has executed this Agreement the respective date set forth below.

UtiliSync, LLC
by its authorized signatory:

_____

Name: Matthew Stayner
Title: President
Date:

by its authorized signatory:

_____

Name: _____
Title: _____
Date: _____

SCHEDULE A

This Agreement entitles the Licensee to access and use the Software per the following requirements:

Software
UtiliSync TMS - An 811 ticket management system that integrates with ArcGIS, allowing locators to view their 811 tickets and GIS utility information on the same map.

Territory

_____

Number of Users
Up to ____ 811 Locate User

Number of Tickets Processed Annually
Up to _____ tickets

Term
Time period: One (1) year

One-Time Implementation Fee Per Client

_____

Annual Fee

_____

Cityworks Integration Annual Fee

_____

Route Optimization Annual Fee

_____

MASTER SERVICE
AND
CONFIDENTIALITY AGREEMENT

This DATABANK MASTER SERVICE AND CONFIDENTIALITY AGREEMENT (the "Agreement" or "MSA") is made and entered into effective as of the date that the last party to sign this Agreement has executed the same (as indicated by the date entered by such party with its signature below) (the "Effective Date") by and between DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as "DataBank"), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 and [Customer] (hereinafter referred to as "Customer"), located at [Customer Address] and it defines the agreement between DataBank and Customer for the Products and/or Services that will be rendered by DataBank for Customer pursuant hereto. DataBank and Customer each may be referred to herein as a "Party" in the singular and collectively as the "Parties" when both are referenced in this Agreement.

WHEREAS, Customer desires to acquire DataBank Products (defined below) and/or Services (defined below) provided by DataBank, as more specifically set forth in this Agreement.

WHEREAS, Customer seeks to receive, and DataBank agrees to provide software and/or Services related to the software, which Services may include assessment, diagnostic, and best practices benchmarking consulting and coaching (collectively, "Services") and pursuant to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. DEFINITIONS

"Confidential Information"

Shall mean information or material that is confidential and proprietary to the disclosing Party, whether disclosed in writing or orally. Confidential information shall include, but is not limited to, the following types of information and other information of a similar nature: products, pricing, systems, plans, Customer documents, marketing and business plans, financial information, Customer lists, and other similar information that is proprietary to and confidential information of the disclosing Party. Confidential Information may be in the form of, but is not limited to, documents, lists, designs, software, computer files, digital and electronic media, and shall remain the property of the disclosing Party.

"Conversion Services"

These services enable efficient transformation of documents in digital or paper format, automated data extraction, and secure storage. Conversion Services may include but are not limited to document scanning, indexing, classification, and the integration of AI and machine learning for improved data extraction and document warehousing. Details may be further defined and identified in a particular SOW or other agreement pursuant to this Agreement.

"Deliverables"

Elements of the Services and Products to be delivered to Customer as defined and identified in a Statement of Work.

"Documentation"

Help files included in the Software which relate to the functional, operational or performance

FOR LEGAL REVIEW ONLY

characteristics of the Software.

“Employees”

All employees, agents (including, without limitation, employees of such agents) and contractors (including, without limitation, employees of such contractors) of DataBank.

“Intellectual Property”

Means patents, application for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and registration of such worldwide, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, source codes, and other similar proprietary intangible property.

“Milestones”

Specific dates of completion for elements of a project, as may be defined and identified in a particular Statement of Work or other agreement pursuant to this Agreement.

"Products"

Software applications or deliverables created, supplied, or integrated by DataBank for the Customer. These Products may include but are not limited to tangible items, intangible items and procedures, software solutions, documentation, platforms, source code and any related materials outlined in the Agreement.

"Professional Services"

Specialized and expert-level services provided by DataBank to the Customer, encompassing, but not limited to, activities such as consulting, design, technology implementation, upgrades, and other intellectually driven tasks. Particulars concerning the precise services shall be subsequently outlined and specified within a designated SOW or other corresponding agreement in accordance with the terms of this Agreement.

“Services”

The services, including Professional Services, as described in any Statement of Work executed pursuant to this Agreement, which will be performed by DataBank for the benefit of Customer for the fees set forth in the SOW.

“Software”

DataBank’s proprietary software products included from time to time in the solution, including third party software bundled by DataBank together with DataBank’s proprietary software products as a unified product.

“Statement of Work” (SOW)

A DataBank document (proposal, quote or SOW) executed pursuant to this Agreement that describes Products to be provided, Services to be performed and compensation to be paid to DataBank therefor. All SOWs will be subject to the terms of this Agreement.

“Third Party Intellectual Property”

Intellectual property rights which belong to an individual or entity not a Party to this Agreement.

“Third Party Products”

Products such as hardware, software and Services that may be provided to the Customer as part of a Statement of Work, proposal or quote and are not created, developed or owned by DataBank. Third Party

FOR LEGAL REVIEW ONLY

Products may require their own license, usage and/or maintenance agreements which will be included with the Statement of Work document(s) relating to such products and services and therefore become part of this Agreement.

"User Test Environment"

A separate instance of the Hosting Environment for Customer, for use by Customer solely in a non-production environment for the limited purpose of functional and performance testing.

"Work Product"

All work product in the nature of computer software, including source code, object code, scripts, and any components or elements of the foregoing, and any other writing or work of authorship, regardless of medium, that are developed, discovered, conceived or introduced by DataBank, working either alone or in conjunction with others, in the performance of Services under this Agreement. Such Work Product is not deemed a "work made for hire". THIS AGREEMENT IS NOT A WORK-FOR-HIRE AGREEMENT.

2. FRAMEWORK, TERM, TERMINATION AND DELAY

As a master form of agreement, this Agreement permits the Parties to contract for multiple projects as may be agreed upon from time to time by entering into individual Statements of Work, which shall be governed by the terms and conditions contained herein. Terms not covered under this Agreement may be included in the Statement of Work and/or related third party agreements extending the terms of this Agreement. The most recent SOW is a sample of SOW Requirements attached as "Exhibit A" as to form and future SOW's will be in the same manner and form specific to each project.

A Statement of Work may contain software, Services and hardware either owned by DataBank or a third party. "Exhibit A" outlines the content of a Statement of Work.

DataBank is not obligated to issue, nor is Customer obligated to accept, any Statement of Work under this Agreement. This Agreement between Customer and DataBank is not exclusive and the Parties are free to engage in other relationships of a similar nature with other parties.

This Agreement shall commence on the Effective Date and continue for a period of three (3) years from the Effective Date ("Initial Term") unless earlier terminated in accordance with this Agreement or be extended based on other software and services identified in a Statement of Work. This Agreement will auto-renew at the end of the Initial Term, and each term thereafter, for additional one-year periods (each a "Renewal Term," and together with the Initial Term, the "Term") until terminated in accordance with this Agreement. Expiration of this Agreement does not affect any Statement of Work for projects in progress, which shall continue to be governed by this Agreement and the terms therein.

This Agreement may be terminated with or without cause by either Party with not less than ninety (90) days prior written notice. Termination of this Agreement does not automatically operate to terminate other existing agreements or SOWs, which shall continue to be governed by the terms herein until completed or terminated per the applicable agreement or SOW. In the event that this Agreement is terminated, DataBank shall (i) cause its Employees to continue to render Services under existing SOWs that have not been terminated, and shall be paid compensation therefor in accordance with the terms of the SOW and (ii) take action as may be necessary or as Customer may direct to protect and preserve the property related to the Services which is in DataBank's possession and in which Customer has or may acquire an interest and (iii) cease the creation or execution of any unsigned SOW's. Alternatively, Parties may elect to terminate individual SOWs. Termination of an individual SOW does not operate to terminate other SOWs or this Agreement. Termination shall not relieve either Party of any obligation

FOR LEGAL REVIEW ONLY

accrued prior to the termination date. Any termination under this section must be made in writing and sent to the appropriate Party listed in the Notices Section of this Agreement or on the specific SOW.

Either Party may immediately terminate this Agreement and any associated SOWs if the other Party is in material breach of this Agreement and said breach is not cured within thirty (30) days from the receipt of written notice, specifically identifying the alleged breach and proposed steps to remedy the same. Notwithstanding the foregoing, DataBank may terminate this Agreement and any associated SOWs if Customer has failed to pay when due an amount of undisputed fees under any SOW and said failure to pay is not cured by Customer within thirty (30) days from the due date.

Customer may, by written notice, verbal notice or inaction to DataBank, create a delay under a Statement of Work. It is assumed that any such delay will cause a change in the project plan requiring an updated SOW plan with agreement by both parties.

For Conversion Services: Customer acknowledges and accepts that DataBank allocates resources for projects that are represented in this agreement and that any disruption or delay to the agreed upon project plan by the Customer can result in increased costs, longer delays or both to DataBank. Should Customer request or create any delay that impacts DataBank's project implementation date, DataBank will bill the Customer a monthly minimum of 40% of the estimated monthly fees beginning 30 days after the estimated Go Live date.

For Professional Services Projects: If any delays in such Professional Services occur solely as a result of any incorrect information or assumption or failure of Customer to perform or fulfill its obligations in connection with any SOW, the performance schedule for the affected Professional Services under the applicable SOW shall be extended up to the extent of any such delays. Any costs or expenses resulting directly or indirectly from such delays shall be borne and paid solely by Customer and DataBank shall have no liability or responsibility for such costs or expenses.

2.1 PRECEDENCE OF TERMS

In the event of a conflict between the terms and conditions herein and the terms and conditions in the body of the Agreement or any order form, invoice, or any other exhibit or supplement, the conflict shall be resolved by giving precedence in the following order:

1. First, the terms and conditions in the body of the MSA.
2. Second, the terms and conditions in Attachments to the MSA.
3. Third, the terms and conditions in any Blanket Services Agreement, Professional Services Agreement, Statement of Work, Time and Materials, or similar Agreements of that nature.
4. Fourth, the terms and conditions in any order form (including purchase orders), invoice, or any other exhibit or supplement to the MSA or Blanket Services Agreement.

3. INFORMATION AND ASSUMPTIONS.

The description of Products and Services in each SOW, including the performance schedule, any Work Products and fees, will be based upon information Customer provides to DataBank and upon any assumptions set forth in the SOW. Customer acknowledges that if the information provided by Customer is incomplete or inaccurate, or if the stated assumptions are not correct, DataBank's ability to provide the Products and Services, meet the performance schedule set forth in the SOW, and keep fees reasonably in line with any estimates given in the SOW may be adversely affected.

FOR LEGAL REVIEW ONLY

4. MODIFICATIONS

Any changes to this Agreement, or any SOW formed hereunder, must be memorialized in writing, reviewed, agreed upon and signed by both Parties.

4.1 CHANGE ORDER

Customer shall have the right to request changes and modifications to a Statement of Work; however, any requested change that the parties mutually accept (a "Change") will be agreed to in a writing signed by both Parties that specifically references the relevant SOW. With respect to each Change, DataBank will promptly prepare and provide to Customer a proposed change order identifying the reasonably anticipated impact and setting forth any applicable adjustments in the performance schedule, fees or Product costs under the relevant SOW. By request of Customer, DataBank will continue performing Services in accordance with the applicable SOW until the parties mutually agree to the proposed change order, at which time such proposed change order will become a "Change Order" for all purposes of this Agreement. In the event the Parties are unable to mutually agree upon a proposed change or a proposed change order, and such proposed change relates to a material component of the project that is the subject of the relevant SOW, either Party may terminate such SOW upon not less than thirty (30) days advance written notice to the other Party.

5. CUSTOMER'S OBLIGATIONS.

(a) Assistance and Obligations. Customer agrees that it will cooperate with and assist DataBank in the performance of Services under any SOW; will provide the resources specified in the relevant SOW; and will perform or fulfill all obligations required to be performed or fulfilled by Customer under the terms of the relevant SOW. Customer acknowledges that if it fails to provide assistance and perform or fulfill its obligations in accordance with this Section 5 and the relevant SOW, DataBank's ability to provide such Professional Services, meet the performance schedule set forth in such SOW and keep Professional Services Fees reasonably in line with any estimates given in the SOW may be adversely affected.

(b) Third Party Software Rights. Notwithstanding any contrary terms, if Customer requests DataBank to perform Services on or with respect to any third party software, hardware or service not provided by DataBank, Customer represents and warrants to DataBank that Customer has all necessary rights to allow DataBank to do so.

(c) Protection of CUSTOMER's Systems. CUSTOMER UNDERSTANDS THAT IT IS RESPONSIBLE TO TAKE APPROPRIATE MEASURES TO ISOLATE AND BACKUP OR OTHERWISE ARCHIVE ITS COMPUTER SYSTEMS, INCLUDING ITS COMPUTER PROGRAMS, DATA AND FILES. DATABANK DISCLAIMS RESPONSIBILITY FOR ANY LOST, DAMAGED OR DESTROYED SOFTWARE PROGRAM, DATA OR OTHER INFORMATION STORED OR RESIDING ON ANY MEDIA OR ANY PART OF CUSTOMER'S ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, DELETION OR ALTERATION OF ANY CONTENTS OF ANY DATA STORAGE MEDIA WHICH MAY OCCUR IN THE COURSE OF THE SERVICES.

(d) Safe Work Environment. Customer will be responsible for and shall ensure that while DATABANK employees, agents or subcontractors are on Customer's premises, all proper, legal, health and safety precautions are in place and fully operational to protect such persons.

6. PAYMENT AND PRICING

All fees to be charged to the Customer and payment commitments will be outlined in a related agreement or Statement of Work documents agreed to in writing between the Customer and DataBank. Customer is responsible for providing DataBank with proper written direction for payment processing such as the issuance of a Purchase Order.

FOR LEGAL REVIEW ONLY

Rates for Services as outlined in a Statement of Work are subject to the greater of 2% or the U.S. Dept. of Labor, Consumer Price Increase, All Urban Consumers (CPI), as compared to the CPI for the previous 12-month period. DataBank will provide a 30-day notice of any changes.

Projects and project budgets will be outlined in the SOW documents that will be approved in advance by the Customer and DataBank before the Products are purchased or the Services are initiated. Budgets and operating activities will be approved in advance by Customer before DataBank commits substantial time or resources.

DataBank shall invoice Customer for Products and Services based on approved SOW. Payment terms under this Agreement shall be "Net 30" from date of DataBank invoice. Invoices shall be sent physically or electronically to the address identified in the SOW.

Customer agrees to pay amounts equal to any applicable value added tax, provincial, municipal, or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Customer to DataBank. DataBank will invoice Customer for any taxes payable by Customer that are required to be collected by DataBank pursuant to any applicable law, rule, regulation or other requirements of law.

6.1 LATE PAYMENT

LATE PAYMENT NOTICE

Provided, first, that DataBank shall have the right to give Customer written notice of any late payment. DataBank shall issue an email notification as a reminder subsequent to any past-due occurrence, this will also serve as a written notice of any late payments. In the event of late payment, Customer agrees to remit undisputed amounts of such payment within five (5) days of receipt of such notice. In the event of non-payment of undisputed amounts within the specified five (5) day period, DataBank reserves the right to exercise remedies as defined in this Agreement, which may include, but are not limited to, suspension of services, interest charges, or pursuing legal action for the collection of unpaid amounts.

RESOLUTION OF DISPUTED INVOICES

In addition to the termination rights set forth above, if undisputed payment amounts are past due by 30 days or greater, DataBank will discontinue any work being performed and suspend services until such time payment is received in full. If work is stopped, it will be DataBank's discretion to determine when the project will restart, if there will be additional fees and the amount of those fees. Late payment interest of 1.5% per month or the highest rate allowed by law, will be charged on all past due invoices. Customer agrees to pay all reasonable attorney's fees, collection fees and interest for any outstanding invoices.

INVOICE DISPUTE

In the event that there is an invoice dispute, Customer shall pay the undisputed amounts of the invoice. The Parties shall use reasonable efforts to resolve the disputes within thirty (30) days after receipt of the invoice. Customer's payment obligations on all reasonably disputed amounts shall be suspended without penalty, interest, or other fine until the dispute is resolved. If there is determined to be no issue with the disputed amounts, and they are payable in their original form, DataBank shall be entitled to charge late fees and/or interest in the amounts past due using the original invoice date as the basis for interest and fee calculation.

6.2 U.S. DOLLARS

All fees, costs and expenses under this Agreement shall be determined and invoiced in, and all payments required to be made in connection with this Agreement, shall be made in U.S. dollars.

FOR LEGAL REVIEW ONLY

7. MUTUAL NONDISCLOSURE

7.1 EXPECTATIONS

Both parties agree that Confidential Information provided by a Party is deemed confidential and proprietary to the disclosing Party. This includes but is not limited to: (i) any information relating to its information security program including policies and procedures, (ii) written attestations, responses, and evidence relating to Customer, vendor, or regulatory inquiries and audits, (iii) any professional, industry, or regulatory certifications held by the organization, (iv) trade secrets, (v) intellectual property and (vi) any other confidential information.

The recipient of this information agrees to hold this information confidential during and after the term of this Agreement and any Statement of Work and Agreement entered into hereunder.

7.2 DISCLOSURE AND USE RESTRICTIONS

The receiving Party will not use or disclose any Confidential Information without the disclosing Party's prior written consent, except to the receiving Party's employees or consultants on a need-to-know basis for purposes of performing Services, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving Party's obligations hereunder and the receiving Party remains responsible to the disclosing Party for any breach of these confidentiality obligations by their employees and consultants. In addition to the foregoing nondisclosure obligations, the receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving Party uses to protect the receiving Party's own confidential and proprietary information and trade secrets, and in no event less than reasonable care. The receiving Party shall return or destroy, to the extent technologically feasible, all Confidential Information promptly upon the request of the disclosing Party or upon termination of this Agreement. Notwithstanding the foregoing, the receiving party may retain Confidential Information pursuant to any legal or regulatory requirement or in compliance with internal document retention, archive or back up system procedures.

7.3 NOTIFICATION AND REPORTING OF INFORMATION SECURITY INCIDENTS

In the event that an information security incident occurs within a Customer's internal network, where an established network connection exists between DataBank and Customer, Customer shall notify DataBank within a reasonable timeframe to avoid prolonged exposure of DataBank's network.

7.4 RETURN OF CONFIDENTIAL INFORMATION

Upon written request from the disclosing Party,
the receiving Party shall immediately return, or destroy, to the extent technologically feasible, to the disclosing Party all Confidential Information and copies thereof, or if directed by disclosing Party. Notwithstanding the foregoing, the receiving party may retain Confidential Information pursuant to any legal or regulatory requirement or in compliance with internal document retention, archive or back up system procedures.

7.5 EXEMPTING PROVISIONS

Neither Party shall be bound by the obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, which: (a) was known by the receiving Party prior to disclosure, as evidenced by its business records; (b) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement; (c) was disclosed to the receiving Party by a third party provided such third party or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information; (d) is independently developed by the receiving Party without use of the Confidential Information, as evidenced by its business records; or (e) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise

FOR LEGAL REVIEW ONLY

required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow it to seek protective or other court orders.

7.6 PROPRIETARY RIGHTS

No license of any patent right, copyright, or any other right in respect of the Confidential Information, other than as necessary to ensure the rights specifically granted herein, is granted to the receiving Party under this Agreement by implication or otherwise. This Agreement shall not constitute any representation, warranty, or guarantee to the receiving Party by the disclosing Party that Confidential Information does not infringe patents, copyrights, or any other rights of third parties.

7.7 PERMITTED USE OF CONFIDENTIAL INFORMATION

Customer is permitted to use Confidential Information only for purposes of receiving the Services and Products under this Agreement and any Statement of Work.

7.8 NON-SOLICITATION

The Parties agree that during the term of the Agreement and for (18) months thereafter they shall not solicit or encourage, or cause others to solicit or encourage, any of the other Party's' employees or contractors or any affiliate to terminate their employment or engagement. Neither Party shall, directly or indirectly, hire any then-current or former employee or contractor of the others and shall not solicit any then-current customer or an affiliate or any prospective customer made known to it by the other Party for any business relating to in anyway the business of the Party or otherwise interfere with the business relations between the Party and any such customer.

7.9 LIABILITY

THE DISCLOSING PARTY MAKES NO REPRESENTATIONS, DOES NOT WARRANT, AND SHALL HAVE NO LIABILITY WHATSOEVER IN RESPECT OF ANY INFORMATION DISCLOSED BY IT PURSUANT TO THIS AGREEMENT.

7.10 DURATION OF CONFIDENTIAL INFORMATION

Non-Disclosure of Confidential Information shall apply for the duration of this Agreement and extend three (3) years from the termination date of this Agreement or any Statement of Work entered into hereunder, and as described under Section 7 above. Notwithstanding the foregoing, with respect to Confidential Information that qualifies as a trade secret under applicable law, the receiving Party's obligations of non-disclosure shall remain in effect for so long as such Confidential Information so qualifies as a trade secret.

7.11 DATA ACCESS, USE, AND ANALYSIS

Subject to the terms of this Agreement and applicable laws, the Customer agrees that DataBank may access, use, and analyze Customer Data for purposes such as improving service delivery, enhancing customer satisfaction, optimizing performance, system maintenance, or generating insights to better meet customer needs. Such analysis will be conducted with measures to ensure data confidentiality and security, utilizing aggregated, anonymized, or de-identified data wherever feasible to prevent the identification of individual users or exposure of sensitive information. DataBank will comply with relevant data protection laws and regulations and will use commercially reasonable efforts to ensure appropriate safeguards are in place to protect Customer Data from unauthorized access or disclosure. All Customer Data remains the property of the Customer, and the rights granted hereunder are solely for the purposes of the specified analysis. DataBank shall retain Customer Data until termination of the Agreement and will securely dispose of it, to the extent technologically feasible and after commercially reasonable efforts, following the end of access; provided, however, that DataBank will not be required to dispose of information that has been aggregated, anonymized, or de-identified for the purposes set forth above. Customer Data will not be shared with third parties without explicit Customer consent, except as required by law or necessary for the provision of services on behalf of the Customer.

FOR LEGAL REVIEW ONLY

7.12 EQUITABLE REMEDY

Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

8. CLASSIFICATION OF DATA AND HANDLING RESPONSIBILITIES

DataBank considers all data being transferred between DataBank and Customer to be confidential by default. As such, all confidential data must be adequately protected while being transferred between DataBank and Customer's internal network(s), as well as when being stored, processed, or transmitted within either Party's internal network(s).

8.1 MINIMUM TECHNICAL SECURITY STANDARDS FOR PACKAGING AND TRANSMISSION

All transmissions and transfers of data under this Agreement shall be secured using industry standard secure protocols and/or technologies. Secure protocols and/or technologies shall include the following controls where applicable: (i) cryptography for data being transferred over open, public networks, (ii) procedures to ensure traceability and non-repudiation, (iii) the ability to maintain chain of custody while in transit, and (iv) acceptable levels of access control.

8.2 USE OF INSECURE TRANSMISSION/TRANSFER PROTOCOLS

Any Customer that wishes to use insecure data transmission/transfer protocols must sign a waiver acknowledging and accepting the risks that are introduced via the usage of insecure protocols and/or technologies. DataBank cannot make exceptions to transmit sensitive information in an insecure manner. Additionally, approval for an exception to DataBank's transfer procedures must be granted by DataBank's Vice President of Information Technology.

8.3 INFORMATION SECURITY INCIDENT RESPONSIBILITIES

In order to provide security and compliance, DataBank may need (i) to facilitate system, procedural, protocol or operational changes to address regulatory and/or legal changes or (ii) respond to an imminent information security threat. Customer agrees to allow DataBank to do so.

8.4 COURIER IDENTIFICATION STANDARDS

In the event that a physical courier is required as part of the statement of work, a secure courier approved by DataBank shall be used.

9. INTELLECTUAL PROPERTY RIGHTS

Intellectual Property and Work Product created, made, originated, purchased or licensed by DataBank for the purpose of performing the Services is not to be deemed a "work made for hire" and shall be the sole and exclusive property of DataBank except as DataBank may voluntarily choose to transfer such property, as set forth below. Documentation created by DataBank about performed Services shall remain the property of DataBank. The Customer shall be permitted to use any documentation or reporting created for the Services, for internal instructional, educational, and administrative purposes only.

Customer will not copy the technology without the express written consent of DataBank, except as specifically allowed by the technology license agreement. Any unauthorized duplication or use of the technology, or its corresponding documentation is forbidden. Other than as provided below, this Agreement does not provide the Customer with Intellectual Property or Work Product ownership or rights of any kind nor access to DataBank created and owned Intellectual Property and Work Product which exists as a licensed software product. Purchasing and

FOR LEGAL REVIEW ONLY

licensing of DataBank products and the associated rights are governed by a separate End User License Agreement.

Subject to the payment of all fees due and payable to DataBank hereunder or under any applicable SOW, DataBank acknowledges that, subject to the licenses granted and exceptions provided herein, DataBank has no ownership interest in the Deliverables or custom software development created solely for Customer's use. Notwithstanding the foregoing, DataBank shall retain sole ownership of and reserves unrestricted right to continue to use, and authorize others to use, any pre-existing or underlying Intellectual Property, Work Product, DataBank Methodology and/or DataBank Residual Information incorporated into the Deliverables and/or custom software development, and hereby grants to Customer a worldwide, non-exclusive, royalty-free, perpetual license to use such pre-existing works solely for the specific use as set forth in the SOW, the Deliverables and/or the custom software.

For purposes of this Section, (a) "DataBank Methodology" means (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization developed or known by DataBank prior to the commencement of work hereunder; and (b) "DataBank Residual Information" means information developed by DataBank during the Term hereof as part of a SOW regarding (i) know-how, (ii) computer program algorithms; and (iii) system design, architecture, logic, structure, sequence, and organization that may become embodied in the Deliverables, and which may be retained in non-tangible form as general knowledge and experience in the memory of those DataBank employees or subcontractors who have rightful access to the Deliverables.

10. LIMITS OF LIABILITY

IN NO EVENT SHALL EITHER PARTY OR, IN THE CASE OF DATABANK, ITS SUPPLIERS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO ANY LOST PROFITS, LOST SAVINGS, BUSINESS INTERRUPTION DAMAGES OR EXPENSES, THE COSTS OF SUBSTITUTE SOFTWARE, WORK PRODUCTS OR SERVICES, LOSSES RESULTING FROM ERASURE, DAMAGE, DESTRUCTION OR OTHER LOSS OF FILES, DATA OR PROGRAMS OR THE COST OF RECOVERING SUCH INFORMATION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

THE PARTIES' LIABILITY FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES OR THE USE OR INABILITY TO USE SOFTWARE OR ANY WORK PRODUCTS, SHALL IN NO EVENT EXCEED THE LESSER OF (1) $1,000,000.00; OR (2) THE AGGREGATE OF ALL SOFTWARE LICENSE FEES, PROFESSIONAL SERVICES FEES, EDUCATION SERVICE FEES AND ANNUAL MAINTENANCE FEES ACTUALLY PAID BY CUSTOMER TO DATABANK UNDER THIS AGREEMENT OR THE PARTICULAR STATEMENT OF WORK IN DISPUTE DURING THE PERIOD OF UP TO THE IMMEDIATELY PRECEDING TWELVE (12) MONTHS DURING THE TERM OF THIS AGREEMENT. THE LIMITATIONS OF LIABILITY CALCULATED PURSUANT TO THIS SECTION SHALL NOT INCLUDE PROCEEDING EXPENSES AWARDED TO CUSTOMER.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE LIMITATIONS OF THIS, AS APPLICABLE, SHALL NOT APPLY WITH RESPECT TO ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF THE RESPONSIBLE PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, ANY CLAIMS, LOSSES OR DAMAGES OF THIRD PARTIES THAT ARE SUBJECT TO THE RESPONSIBLE PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF CUSTOMER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. INDEMNIFICATION

DataBank shall defend, indemnify and hold Customer and its affiliates and their respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all claims, suits or proceedings, demands, losses, damages, liabilities and costs and expenses (including, without limitation, reasonable attorneys'

FOR LEGAL REVIEW ONLY

fees) arising out of or resulting from (i) DataBank's or its Employee's violation of applicable law, negligence, willful misconduct or breach of this Agreement, any SOW hereunder, or any undertaking, covenant, representation or warranty contained therein or (ii) the actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property right in connection with any Intellectual Property, including any Deliverable furnished to Customer by DATABANK pursuant to the terms of any Statement of Work, or use thereof by Customer. DataBank agrees to defend any indemnified party, at Customer's request, against any such claim, demand or suit.

Customer shall defend, indemnify and hold DataBank and its affiliates and respective officers, directors, employees, agents, successors and assigns, harmless from and against any and all claims, suits or proceedings, demands, losses, damages, liabilities and costs and expenses (including, without limitation, reasonable attorneys' fees) arising out of or resulting from (i) Customer's violation of applicable law, negligence, willful misconduct or breach of this Agreement, any SOW hereunder, or any undertaking, covenant, representation or warranty contained therein or (ii) the actual or alleged infringement of any patent, trademark, copyright, trade secret or other intellectual property right in connection with any Customer intellectual property furnished to DataBank by Customer pursuant to the terms of any Statement of Work, or the use thereof by DataBank. Customer agrees to defend any indemnified Party, at DataBank's request, against any such claim, demand or suit.

Where indemnification is sought by a Party (the "Claiming Party"), (a) it shall notify the other Party (the "Indemnifying Party") promptly of any claim or litigation or threatened claim to which the indemnification relates, provided, however, failure to provide prompt notification will only relieve the Indemnifying Party of its indemnity obligations to the extent of actual prejudice, if any; (b) upon the Indemnifying Party's written acknowledgement of its obligation to indemnify in such instance, in form and substance satisfactory to the Claiming Party, the Claiming Party shall afford the Indemnifying Party an opportunity to participate in and, at the option and expense of the Indemnifying Party, control, compromise, settle, defend or otherwise resolve the claim or litigation, provided that the Indemnifying Party shall not enter into any non-monetary settlement without the Claiming Party's prior written consent and the Claiming Party shall not effect any such compromise or settlement without prior consent of the Indemnifying Party, which shall not be unreasonably withheld; and (c) the Claiming Party shall reasonably cooperate with the Indemnifying Party at no cost to itself in any such compromise, settlement, defense or resolution of such claim or litigation. If the Indemnifying Party does not so acknowledge its indemnification responsibility, the Claiming Party may proceed directly to enforce its indemnification rights.

12. INDEPENDENT CONTRACTOR

DataBank and each of its Employees shall perform the Services as an independent contractor, and nothing contained in this Agreement or in any Statement of Work shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the Parties or between Customer's employees and DataBank's Employees. DataBank and each of its Employees shall not take any action or permit any action to be taken on its behalf, which purports to be done in the name of or on behalf of Customer. Neither DataBank nor any of its Employees shall, in any sense, be considered employees or agents of Customer. DataBank or its Employees shall not be eligible or entitled to any benefits, perquisites or privileges given or extended to Customer employees.

DataBank may subcontract all or any part of the Services provided. DataBank shall remain responsible to Customer for the provision of any subcontracted Services.

13. MISCELLANEOUS

13.1 DISCLAIMER OF OTHER WARRANTIES.

DataBank warrants to Customer that all Services provided hereunder shall be performed in a competent, timely and workmanlike manner and consistent with generally accepted industry standards, and each of DATABANK's

FOR LEGAL REVIEW ONLY

Employees assigned to perform the Services shall have the training, background and skills reasonably commensurate with the level of performance required under this Agreement.

(a) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, DATABANK MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING ANY SOFTWARE, WORK PRODUCTS, INNOVATIONS, INFORMATION OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY SOW. DATABANK DISCLAIMS AND EXCLUDES ANY AND ALL OTHER EXPRESS, IMPLIED AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF GOOD TITLE, WARRANTIES AGAINST INFRINGEMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES THAT MAY ARISE OR BE DEEMED TO ARISE FROM ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. DATABANK DOES NOT WARRANT THAT ANY SERVICES, SOFTWARE OR WORK PRODUCTS PROVIDED WILL SATISFY CUSTOMER'S REQUIREMENTS OR ARE WITHOUT DEFECT OR ERROR, OR THAT THE OPERATION OF ANY SOFTWARE OR ANY WORK PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED. DATABANK DOES NOT ASSUME ANY LIABILITY WHATSOEVER WITH RESPECT TO ANY THIRD PARTY HARDWARE, FIRMWARE, SOFTWARE OR SERVICES.

(b) CUSTOMER SPECIFICALLY ASSUMES RESPONSIBILITY FOR THE SELECTION OF THE SOFTWARE, WORK PRODUCTS AND SERVICES TO ACHIEVE ITS BUSINESS OBJECTIVES.

(c) NO ORAL OR WRITTEN INFORMATION GIVEN BY DATABANK OR EMPLOYEES SHALL CREATE ANY ADDITIONAL WARRANTY. NO MODIFICATION OR ADDITION TO THE LIMITED WARRANTIES SET FORTH IN THIS AGREEMENT IS AUTHORIZED UNLESS IT IS SET FORTH IN WRITING, REFERENCES THIS AGREEMENT, AND IS SIGNED ON BEHALF OF DATABANK BY A CORPORATE OFFICER.

(d) DATABANK TAKES COMMERCIALLY REASONABLE STEPS TO DESIGN ITS SOFTWARE TO PROTECT THE SECURITY OF DATA SUBMITTED BY USERS, BUT IT DOES NOT AND CANNOT GUARANTEE THAT ITS SOFTWARE IS 100% SECURE FROM HACKING OR UNAUTHORIZED ACCESS. FURTHER, DATABANK DOES NOT CONTROL THE SERVERS ON WHICH ITS PORTAL WILL BE HOSTED, OR THE COMPUTERS, DEVICES, OR THE INTERNET OVER WHICH USERS MAY CHOOSE TO ENTER CONFIDENTIAL OR PERSONAL INFORMATION. DATABANK THEREFORE CANNOT PREVENT INTERCEPTIONS OR COMPROMISES TO USER DATA WHILE IN TRANSIT TO PROVIDER, NOR CAN DATABANK PREVENT ALL UNAUTHORIZED ACCESS TO CUSTOMER'S COMPUTER NETWORKS OR THE DATA STORED ON CUSTOMER'S COMPUTER NETWORKS. DATABANK MAKES NO GUARANTEE AS TO THE SECURITY, INTEGRITY, OR CONFIDENTIALITY OF ANY INFORMATION TRANSMITTED BY MEANS OF DATABANK'S SOFTWARE OR PORTAL. CUSTOMER UNDERSTANDS AND ACKNOWLEDGES THAT IT IS RESPONSIBLE FOR MAINTAINING THE SECURITY OF ITS COMPUTER NETWORKS, AND IT AGREES TO DEFEND AND INDEMNIFY DATABANK AGAINST ANY THIRD PARTY CLAIM BROUGHT AGAINST DATABANK THAT ARISES FROM OR RELATES TO HACKING, A BREACH OF SECURITY, OR OTHER UNAUTHORIZED ACCESS TO DATA SUBMITTED THROUGH DATABANK'S SOFTWARE OR PORTAL.

13.2 MARKETING AND PUBLICITY

Except as specifically set forth in this Agreement, as consented to by the Parties in writing, or as necessary to perform its obligations under this Agreement, neither Party shall, without the prior written consent of the other Party, use the names, service marks or trademarks of such other Party nor the name of any Employee of such other Party, or reveal the existence of or terms of this Agreement, in any advertising or publicity release or promotional literature.

13.3 FORCE MAJEURE

No failure, delay or default in performance of any obligation of a Party to this Agreement (except the payment of money) shall constitute a default or breach to the extent that such failure to perform, delay or default arises out of a cause, existing or future, beyond the control (including, but not limited to: action or inaction of governmental,

FOR LEGAL REVIEW ONLY

civil or military authority; fire; strike, lockout or other labor dispute; flood; war; riot; theft; earthquake; natural disaster or acts of God; national emergencies; unavailability of materials or utilities; sabotage; disease; viruses; pandemic, or the act, negligence or default of the other Party) and without negligence or willful misconduct of the Party otherwise chargeable with failure, delay or default. Either Party desiring to rely upon any of the foregoing as an excuse for failure, default or delay in performance shall, when the cause arises, give to the other Party prompt notice in writing of the facts which constitute such cause; and, when the cause ceases to exist, give prompt notice of that fact to the other Party. This Section 13.3 shall in no way limit the right of either Party to make any claim against third parties for any damages suffered due to said causes. If any performance date by a Party under this Agreement is postponed or extended pursuant to this Section for longer than ninety (90) calendar days, the other Party, by written notice given during the postponement or extension, and at least thirty (30) days prior to the effective date of termination, may terminate this Agreement.

13.4 ASSIGNMENT

This Agreement will be binding upon and inure to the benefit of each of the Parties, their successors and assigns. Neither Party may assign this Agreement or any SOW hereunder or assign its rights or delegate its duties hereunder, without the prior written consent of the other Party (except in connection with a merger, sale of all or substantially all of a Party's assets or other form of corporate reorganization of that Party, provided that the assigning Party shall provide written notice to the other Party) and any purported assignment in violation of this Section will be without force or effect.

13.5 *ARBITRATION*

Except for a claim for injunctive relief which can be brought in any Court of competent jurisdiction, if there is a dispute, claim, or disagreement arising from or relating to this Agreement, Statement of Work, or the breach thereof, the parties shall use their best efforts to settle the matter. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 30 days (or within such additional time as the parties agree), then, upon notice by either Party to the other the matter shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction. The Arbitrator shall not have the authority to add to, or modify this provision, or to award punitive damages to any injured Party. If the Customer is the Party making the claim, the arbitration proceeding shall be conducted in the State where the principal amount of work or Services were, or are being, performed. If DataBank is the Party making the claim, the arbitration proceeding shall be conducted in the State of New Jersey. Alternatively, the Parties may agree on another mutually agreeable location. The arbitration proceeding shall be conducted by a single Arbitrator selected under the Rules of the American Arbitration Association. Costs and fees of the Arbitration shall be borne equally between the Parties and each Party shall responsible for its own attorney's fees.

13.6 WAIVER

The failure of a Party to enforce any provision of this Agreement or any SOW hereunder shall not constitute a waiver of such provision or the right of such Party to enforce such provision and every other provision.

13.7 NOTICES

Day to day communications regarding the Products and Services should be provided to the employees involved in the Statement of Work or identified account manager. Any legal notices or consents pursuant to this Agreement shall be in writing and shall be sent to the Parties at the following physical address and shall be deemed to have been duly given on the date delivered in person, or sent overnight delivery service, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested:

FOR LEGAL REVIEW ONLY

If to DataBank: DataBank
458 Pike Road
Huntingdon Valley, PA 19006
ATTN: Office of the CFO (Contract Compliance Administrator)
Email: ContractCompliance@DataBankimx.com
Phone: 800-873-9426

If to CUSTOMER: [Customer Name]
Address:
ATTN:
Email:
Phone:

13.8 GOVERNING LAW

This Agreement and any claim, proceeding or dispute arising out of this Agreement shall in all respects be governed by, and interpreted in accordance with, the substantive laws of the State of New Jersey.

13.9 ENTIRETY

This Agreement, Exhibits, Statements of Work and any additional written agreements between the Parties hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior communications, written or oral, with respect thereto. This Agreement may only be amended or modified by a writing duly executed by both Parties that expressly references and amends this Agreement.

13.10 SEVERABILITY

If any part of this Agreement or any part of a Statement of Work shall be held by a court of competent jurisdiction to be invalid, illegal, unenforceable or overly broad as to particular provisions, this Agreement or such Statement of Work shall remain in full force and effect as to the remaining provisions.

13.11 INTERPRETATION

The headings used in this Agreement are for reference and convenience purposes only and shall not in any way limit or affect the meaning or interpretation of any of the terms hereof. All defined terms in this Agreement shall be deemed to refer to the masculine, feminine, neuter, singular or plural, in each instance as the context or particular facts may require. Use of the terms "hereunder," "herein," "hereby" and similar terms refer to this Agreement.

13.12 THIRD PARTIES

Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity, other than the parties hereto, any rights or remedies by reason of this Agreement.

13.13 AUTHORITY

Each individual executing this Agreement and any SOW hereunder on behalf of a Party represents and warrants that he/she is duly authorized to execute and deliver this Agreement or such SOW (as applicable) on behalf of said Party and that this Agreement and any SOW hereunder is binding upon said Party in accordance with this Agreement's terms.

FOR LEGAL REVIEW ONLY

13.14 WAIVER

No waiver of any right or remedy on one occasion by either Party shall be deemed a waiver of such right or remedy on any other occasion.

13.15 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission or email via a portable document format "pdf", or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, which will have the same effect as physical delivery of the paper document bearing the original signature.

13.16 ADDITIONAL TERMS

Further required terms and conditions may be attached hereto and incorporated herein as attachments or exhibits. In the event of a conflict the order of precedence set forth in the MSA shall control.

[Signature page to follow]

FOR LEGAL REVIEW ONLY

[Signature page]

IN WITNESS WHEREOF, each Party hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

[Customer Name] ("Customer") By (Signature): _____ Printed Name: _____ Title: _____ Date: _____	**DataBank IMX, LLC** ("DataBank") By (Signature): _____ Printed Name: _____ Title: _____ Date: _____

FOR LEGAL REVIEW ONLY

14. EXHIBIT A - Statement of Work Requirements (Sample)

Sample

DataBank Statement of Work Requirements

Professional Services and Product

This Statement of Work ("SOW") is made and entered into effective as of the date that the last party to sign this "SOW" has executed the same (as indicated by the date entered by such party with its signature below) (the "SOW Effective Date") by and between DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as " DataBank ") and [Customer](" Customer") in connection with a certain project ("Project") identified below pursuant to the Master Service and Confidentiality Agreement ("MSA") between Customer and DataBank dated [Effective Date]. The terms and conditions of the Agreement are hereby incorporated by reference, and any terms used but not defined herein shall have the meanings ascribed to them in the Agreement.

1. Proprietary and Confidential Statement

The enclosed materials are proprietary to DataBank. The terms, conditions, and information set forth herein are confidential to DataBank and may not be disclosed in any manner to any person other than the addressee, together with its officers, employees, and agents who are directly responsible for evaluating the contents of these materials for the limited purpose intended. These materials may not be used in any manner other than for such limited purpose. Any unauthorized disclosure, use, reproduction or transmission is expressly prohibited without the prior written consent of DataBank. These material summarize a proposed solution and are for informational purposes only to assist in your evaluation of DataBank for a proposed solution.

2. General Terms and Conditions

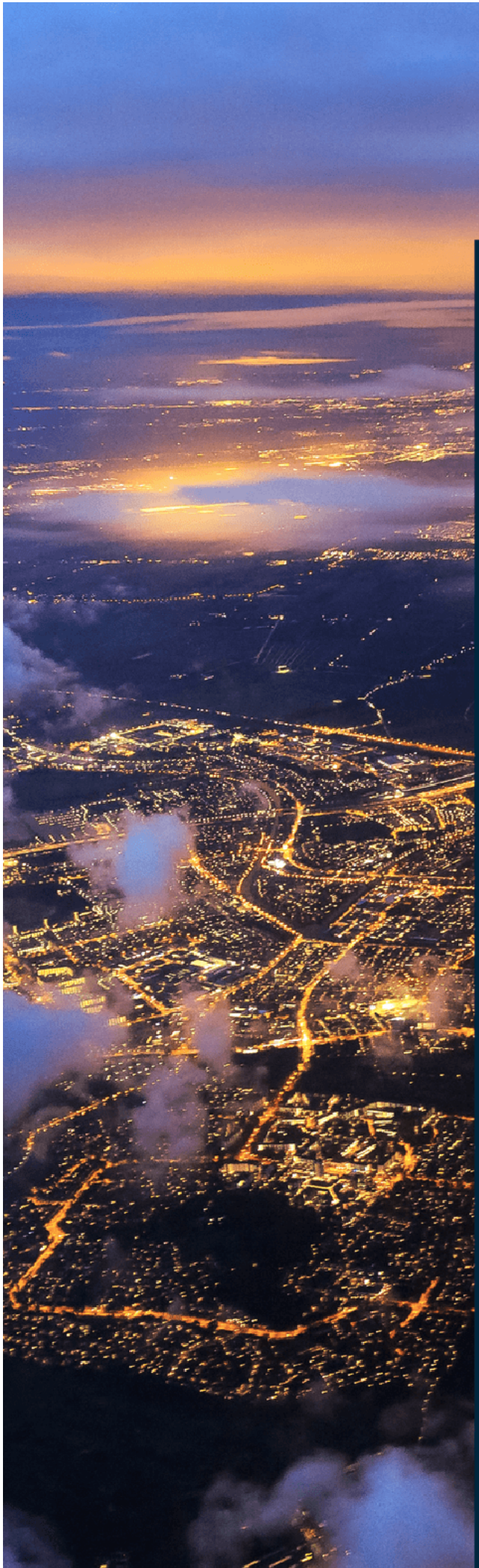
The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this SOW. If this agreement is not made pursuant to a MSA, then the terms and conditions in DataBank's standard MSA shall be incorporated herein by reference and made part of this SOW. The standard DataBank MSA will be provide upon request.

Customer agrees to provide to DataBank the information and assistance described in this SOW. Customer agrees that if DataBank's Employees are required to perform the Services at Customer's facility, Customer shall provide adequate working space, facilities and equipment for such Employees.

A Statement of Work shall set forth, in specific detail, the following, as applicable:

i. type of Services to be performed;
ii. the anticipated duration of the Services, if applicable;
iii. a description of the Project including general description, Deliverables, due date and other critical criteria, as applicable:
iv. professional billing rates for the Employees of DataBank to perform the Services;
v. a payment schedule, if applicable;
vi. any associated license, maintenance or 3rd party services agreements, if applicable;
vii. a location where the Services shall be performed, if applicable;
viii. a location where invoices shall be rendered for payment; and
ix. the identity of a Customer representative(s) and a DataBank representative(s) designated for the Services, if known

FOR LEGAL REVIEW ONLY



[CLIENT]

STATEMENT OF WORK

PROJECT NAME

[DATE]

DataBank
A KYOCERA GROUP COMPANY

TABLE OF CONTENTS

TABLE OF CONTENTS **2**
VERSION CONTROL **3**
DOCUMENT ATTRIBUTES 3
VERSION HISTORY 3
RACI CHART 3
EXECUTIVE SUMMARY **4**
SCOPE OF SERVICES **4**
COMPENSATION & PAYMENT SCHEDULE **4**
PRICING BREAKDOWN **5**
PROFESSIONAL SERVICES FEES (ESTIMATE) - TIME & MATERIALS 5
DATABANK POLICIES **5**
CUSTOMER RESPONSIBILITIES **6**
PROJECT ASSUMPTIONS **6**
GENERAL TERMS AND CONDITIONS **8**
ACCEPTANCE OF SOW **9**
APPENDIX A – PROJECT PLAN ACCEPTANCE FORM **10**
APPENDIX B – UAT ACCEPTANCE FORM **11**
APPENDIX C - WORK ACCEPTANCE FORM **12**

FOR REVIEW ONLY

VERSION CONTROL

Document Attributes

Document Name	Statement of Work
Document Identifier	[Date]_[Client]_[Project]_SOW
Publish Date	[Publish Date]
Current Revision Number	0.1

Version History

Version Number	Date	Responsibility (Author)	Description
0.1	[Publish Date]	Choose an item.	Initial draft

RACI Chart

Name	Position	*	R	A	S	C	I
	DataBank - Practice Director	X		X	X		X
	DataBank - Vice President of Services			X	X		X
	DataBank - Director of Professional Services				X		X
	DataBank - Manager, Deal Desk Operations		X				X
	DataBank - Account Manager				X		X
	[Client] - Project Sponsor	X				X	X

Column Key	* – Authorize: This individual has ultimate signing authority for any changes to the document and will be responsible for signing the Master Agreement R – Responsible: Person responsible for creating this document. A – Accountable: Person accountable for accuracy of this document. S – Supports: Individuals providing supporting services in the production of this document. C – Consulted: Individuals providing input (interviewee, etc.). I – Informed: Individuals who must be informed of any changes.

FOR REVIEW ONLY

EXECUTIVE SUMMARY

[Client] (hereinafter referred to as “Customer”) is seeking to implement an [Solution] solution with [Project Summary and Goals]. The overall project objectives include:

1. Insert
2. Insert

Customer will be leveraging DataBank IMX, LLC, a Delaware Limited Liability Company (hereinafter referred to as "DataBank"), with its principal offices located at 458 Pike Road, Huntingdon Valley, PA 19006 to design, implement, and support the solution.

SCOPE OF SERVICES

The scope of this project consists of planning, discovery, development, testing, training, and deployment activities associated with the implementation of this project. Installation and/or configuration of any components not listed or that exceed the documented scope will require an approved change order.

The scope of this initiative will be limited to DataBank performing the following activities:

Activity	Description
Discovery & Design	▪ [List Deliverables]
Solution Configuration	▪ [List Deliverables]
Testing	▪ [List Deliverables]
Training	▪ [List Deliverables]
Production Deployment	▪ [List Deliverables]
Project Management	DataBank will assign a Project Manager who will manage the day-to-day activities of the project in conjunction with Customer Project Manager. Responsibilities include: ▪ [List Deliverables]

The following items have been discussed but are considered out of scope for this project:

Activity	Description
Activities not listed	Activities not listed in the in-scope statement will require a change order.

COMPENSATION & PAYMENT SCHEDULE

DataBank will charge and bill services fees to Customer for the Professional Services provided under this Statement of Work (SOW) in the following manner:

1. [Time and Materials or Fixed Bid]

All payments for subscription services or services outlined in this SOW must be made via Automated Clearing House (ACH) transfer. ACH transfers are required to facilitate timely and efficient payment processing. ACH transfers should be completed within thirty (30) days from the invoice date, unless otherwise agreed upon in writing by both parties.

FOR REVIEW ONLY

PRICING BREAKDOWN

Professional Services Fees (Estimate) - Time & Materials

The following is a summary of the estimated costs for professional services by project stage. The services provided under this SOW will be delivered on a time and materials basis.

Phase	Hours	Rate	Consulting Fee	Travel and Expenses	Total Estimate
Discovery & Design	0.0	[Rate]	$0.00	$0.00	$0.00
Solution Configuration	0.0	[Rate]	$0.00	$0.00	$0.00
Testing	0.0	[Rate]	$0.00	$0.00	$0.00
Training	0.0	[Rate]	$0.00	$0.00	$0.00
Production Deployment	0.0	[Rate]	$0.00	$0.00	$0.00
Project Management	0.0	[Rate]	$0.00	$0.00	$0.00
Total	**0.0**	**[Rate]**	**$0.00**	**$0.00**	**$0.00**

All estimates of fees or time required to complete the project are approximations of the anticipated amount of time needed to complete the project. Data Bank shall provide notice to Customer if it anticipates fees to exceed the estimated total amounts herein. Customer shall have the opportunity to approve continued services following receipt of the revised estimated total fees.

It is important to note that scope can change throughout the lifecycle of a project requiring the use of DataBank's change order process. DataBank recommends Customer add a contingency reserve of 20% of total project estimate to account for change orders and additional request.

Note: Customer will be billed for the specific milestone amount upon completion of each milestone above for Fixed Bid projects.

DATABANK POLICIES

Travel & Expense Policy

If travel is required, charges associated with travel and expenses are combined into one fixed price milestone per onsite trip. The milestones are calculated at $500 per day per resource and include days of travel and days onsite. Travel requested less than 2 weeks before the planned visit will require a Change Order for additional costs.

Non-Standard Time Policy

Professional Services are considered non-standard time if they are performed outside of standard business hours in Customer's time zone. In certain circumstances, DataBank will perform work outside of normal business hours. DataBank will only charge a premium when Customer has requested that work be performed outside of standard business hours (see above for location and/or hours details). Premium rates are billed at 1.50 times the quoted services rate.

Change Order Policy

Change Orders will be utilized for all scope changes not specifically stated in the in-scope section of this SOW, if the schedule changes from the defined schedule in this SOW, or Project Assumptions listed in this SOW are not met. This includes billable and non-billable project changes. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

FOR REVIEW ONLY

CUSTOMER RESPONSIBILITIES

Customer agrees that the following actions and project requirements will be solely owned and completed/provided by Customer staff and Customer resources. Failure to complete actions will directly impact the project start date, project schedule and project success. Any requirements or Customer responsibilities not provided during the project will result in a change order to account for increased project schedule, increased resource expenses, and increased operating expenses.

Required Prior to Project Start

DataBank resources will be assigned to the project and engaged in project activities beyond the initiation meeting once all of the following requirements have been met by the Customer.

1. Signed Statement of Work and Purchase Order, if required by Customer.
2. All applicable System Servers are installed, tested, and properly working
3. All applicable Operating Software is installed, tested, and working properly
4. A network account with rights to the network and hardware is set up and made available to DataBank for both onsite and remote work.
5. A workspace will be made available for DataBank resources to perform the work described in this SOW. The space will be a physical space if work is performed on-site. The space will be remote machines if the work is performed remotely.
6. Customer will make every effort to provide project staff with required information relevant to this project at the beginning of the project.
7. Customer may assign a Project Manager or Lead Resource to manage the day-to-day activities related to the project. This will include ongoing project planning, schedule coordination, and issue escalation in order to meet all milestones/requirements.

Required During Project

Customer will provide the following during the project.

1. Customer will maintain and keep available all line items listed as requirements prior to project start.
2. Customer will manage/schedule its own resources during the project.
3. Customer will test the deployed solution as defined within the project documentation.
4. Customer will document all issues/change requests as part of the Customer testing process.

PROJECT ASSUMPTIONS

The following assumptions are paramount to the defined scope and schedule for this project. Any variables in the project found to not match the listed assumptions will be documented by DataBank Project Manager as a project risk. A change order will be required for any variables that do not match the project assumptions and that impact the project deliverables, project schedule or project expenses.

1. DataBank resources will schedule a kickoff call within two (2) weeks after both parties sign this SOW.
2. A schedule will be presented during the kickoff call and will be updated after discovery is complete. If Customer delays lead to gaps of more than five (5) unplanned days, the currently assigned DataBank resources may be reassigned to other projects. If the currently assigned resources are reassigned to other projects, the costs associated with performing knowledge transfer to new resources will be the responsibility of Customer. The timing of project reinitiating with a new resource will be determined on the resources new project booking. Customer has the opportunity to pay a weekly resource hold fee during delays to retain resources and keep project schedules on track which will be issued through a change order.
3. A signed Solution Design Document is received by DataBank prior to scheduling development and deployment.

PREVIEW ONLY

4. DataBank will deploy the solution as agreed upon in the final Solution Design Document, signed by all parties.
5. DataBank will deploy the solution in Customer's test environment, unless agreed upon by both parties prior to deployment.
6. An up-to-date test environment that closely resembles the production environment is in place prior to deployment. If Customer chooses not to establish a test environment, they understand that the system/solution will be deployed into their production environment.
7. DataBank will test the system to assure that it matches the final Solution Design Document prior to training.
8. DataBank will perform UAT training and assist with User Acceptance Testing (UAT) prior to formal training. Any issues or project gaps must be identified, documented and communicated to DataBank Project Manager at the time of UAT.
9. Customer Test system will reflect permissions, system restrictions, user accounts, etc. identical to those implemented in the production environment.
10. DataBank will provide formal testing support for the number of hours and for the duration of time listed in this SOW. Any additional testing support requirements must be defined in the Solution Design Document.
11. During Customer testing, the only issues that will be considered to be addressed are those that impact system performance. All other changes will be evaluated at the completion of testing.
12. DataBank will deploy the system into production once it is functioning per the Solution Design Document and any negotiated Change Orders.
13. DataBank will manage/schedule its own resources during the project.
14. Both parties will attend up to one (1) project status meeting per week throughout the duration of the project. Attendance will be via remote conference call unless other requirements are agreed upon by both parties prior to acceptance of the Solution Design Document. Additional Project Status requirements are subject to applicable Project Management fees.
15. DataBank assumes no liability or responsibility for any changes made in the production environment that are not made by a DataBank employee.
16. At the end of the agreed upon User Acceptance Testing schedule, DataBank will provide the Release to Production document. Customer will have three (3) business days to contest the solution's readiness in writing. If no such contestation of readiness is provided, the solution is considered to have Customer's approval to move to the Production environment.
17. After completion of User Acceptance Testing, it is possible that additional issues may be identified. For a period of fifteen (15) business days (about 3 calendar weeks), the DataBank project team will be available to provide support for issues falling within the project scope. After the 15th business day, support for the solution will transition to the DataBank Support teams to provide primary assistance.
18. Customer agrees to provide payment to DataBank no later than thirty (30) business days after the completion of the User Acceptance Testing process. Any additional time accrued after that mark will be billed in accordance with the rules identified in the SOW between Customer and DataBank.
19. After the solution goes live, DataBank will coordinate a "handoff to Support". Any issues identified after this handoff will be treated as Support Issues and fall under the DataBank Customer Support Guide terms and conditions.
20. This Agreement may be terminated with or without cause by either Party with not less than ninety (90) days prior written notice. The termination, effective upon the agreed termination date, shall result in the cessation of all work. Termination shall not relieve either Party of any obligation accrued prior to the termination date.
21. Software Manufacturers occasionally publish a schedule that indicates which versions or functionality is no longer supported or being phased into an end-of-life status. DataBank assumes that Customer is taking responsibility for monitoring such end-of-life, deprecation, or sunset schedules and taking necessary precautions. If DataBank encounters a condition in the course of its project work that requires action or modification to resolve such an issue, it may result in a change order.
22. DataBank resources will perform work unimpeded by Customer staff monitoring, shadowing, or Customer driven remote technology where DataBank resources are limited by Customer staff availability. A request

FOR REVIEW ONLY

to monitor/shadow DataBank resources, while welcomed, does impede resource efficiency which has a direct impact on the duration of the project and time needed to complete the project. A change order will be required to cover the increased project time that results from resource monitoring.

23. Customer will download all applicable OnBase Software and place the software in a directory on the server(s) it will be installed on.
24. Any Change Orders that are agreed upon during the deployment phase can affect the project schedule. The Project Schedule will be updated and approved by Customer as part of the Change Order Process.

GENERAL TERMS AND CONDITIONS

The performance of the Services described in this Statement of Work ("SOW") by DataBank for the Customer is subject to and shall be governed by the following terms and conditions. If this SOW is made pursuant to a Master Services Agreement ("MSA"), the terms and conditions set forth in such MSA are incorporated herein by reference and made a part of this SOW.

FOR REVIEW ONLY

ACCEPTANCE OF SOW

This SOW represents DataBank's offer to perform the project on the terms set forth herein; and this offer shall be accepted only upon Customer signing and delivering this SOW to DataBank within sixty (60) days from the date of this document (the "Acceptance Deadline"). DataBank may withdraw this offer at any time prior to acceptance by Customer. In any event, this offer shall be void and shall for all purposes be deemed to have been withdrawn by DataBank, if this offer is not accepted, in the manner provided above, by Customer on or before the Acceptance Deadline.

For purposes of this SOW, a signed copy delivered by facsimile or electronically shall be treated by the parties as an original of this SOW and shall be given the same force and effect.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this SOW as of the date(s) set forth with their respective signatures below.

DataBank IMX, LLC, a Delaware Limited Liability Company	[Client]
Company Name ("DataBank")	Company Name ("Customer")
By (Signature)	By (Signature)
Printed Name and Title	Printed Name and Title
___ / ___ / ___	___ / ___ / ___
Dated	Dated

Billing Information

Billing Contact and Title

Billing Email Address

Billing Address

Billing City, State, Zip

FOR REVIEW ONLY

APPENDIX A – PROJECT PLAN ACCEPTANCE FORM

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- ❑ Accept Deliverable
- ❑ Decline Deliverable

Comments/Reason:

_____
Company Name (“Customer”)

_____
Project Sponsor Name (Print)

_____
Project Sponsor Signature Date

FOR REVIEW ONLY

APPENDIX B – UAT ACCEPTANCE FORM

- Customer acknowledges that User Acceptance Testing (UAT) has been completed and that the solution has met the specifications identified within the solution design document and any subsequent, mutually-signed change orders. No further solution changes will be required before the migration of the solution to the production environment.

Exceptions:

Comments/Reason:

Company Name (“Customer”)

Project Sponsor Name (Print)

Project Sponsor Signature Date

FOR REVIEW ONLY

APPENDIX C - WORK ACCEPTANCE FORM

Date Submitted ___ / ___ / ___

Company: _____

Project Name _____

Deliverable/Milestone _____

Exceptions:

- ❑ Accept Deliverable
- ❑ Decline Deliverable

Comments/Reason:

_____

Company Name (“Customer”)

_____

Project Sponsor Name (Print)

_____

Project Sponsor Signature Date

FOR REVIEW ONLY

OpenGRC, LLC

Terms of Service

Master Document

Effective Date: January 1, 2026

Last Updated: January 1, 2026

Classification: Public

OpenGRC, LLC | Casselberry, Florida, United States

Table of Contents

Table of Contents 2
Terms of Service 5
1. Definitions 5
2. Account Registration and Eligibility 6
  2.1 Eligibility 6
  2.2 Account Registration 6
  2.3 Account Security 6
  2.4 Authorized Users 6
3. Grant of License 6
  3.1 License Grant 6
  3.2 Restrictions 7
4. Customer Data and Responsibilities 7
  4.1 Ownership of Customer Data 7
  4.2 License to Customer Data 7
  4.3 Customer Responsibilities for Data 7
  4.4 Prohibited Content and Uses 8
  4.5 Protected Health Information 8
  4.6 Security Responsibilities 8
5. Third-Party Services and Integrations 8
  5.1 Third-Party Integrations 8
  5.2 APIs 9
  5.3 No Warranties for Third-Party Services 9
6. Professional Services 9
  6.1 Scope 9
  6.2 Customer Cooperation 9
  6.3 Professional Services Warranty 9
7. Fees and Payment 10
  7.1 Fees 10
  7.2 Billing and Payment 10
  7.3 Late Payment 10
  7.4 Price Changes 10
  7.5 No Refunds 10
8. Term and Termination 10
  8.1 Term 10

8.2 Automatic Renewal....11
8.3 Termination for Cause....11
8.4 Termination by OpenGRC....11
8.5 Effect of Termination....11
8.6 Data Retention and Export....11
8.7 Survival....11
9. Intellectual Property....11
9.1 OpenGRC Intellectual Property....12
9.2 Feedback....12
9.3 Aggregated Data....12
10. Confidentiality....12
10.1 Definition....12
10.2 Obligations....12
10.3 Exceptions....12
10.4 Required Disclosures....13
11. Disclaimers....13
11.1 As-Is Basis....13
11.2 No Guarantee....13
11.3 Service Availability....13
11.4 Security Disclaimer....13
11.5 Compliance Disclaimer....14
12. Limitation of Liability....14
12.1 Exclusion of Consequential Damages....14
12.2 Cap on Liability....14
12.3 Basis of the Bargain....14
12.4 Exceptions....14
13. Indemnification....15
13.1 Indemnification by Customer....15
13.2 Indemnification by OpenGRC....15
13.3 Limitations on OpenGRC Indemnification....15
13.4 Infringement Remedies....15
13.5 Cap on OpenGRC Indemnification....16
13.6 Exclusive Remedy....16
14. Force Majeure....16
15. Dispute Resolution....16
15.1 Informal Resolution....16

15.2 Binding Arbitration 16
15.3 Class Action Waiver 17
15.4 Arbitration Costs 17
15.5 Small Claims Exception 17
16. Governing Law and Venue 17
17. General Provisions 17
17.1 Entire Agreement 17
17.2 Modifications 17
17.3 Waiver 18
17.4 Severability 18
17.5 Assignment 18
17.6 Independent Contractors 18
17.7 Notices 18
17.8 Publicity 18
17.9 Export Compliance 19
17.10 Government Users 19
17.11 Insurance 19
18. Contact Information 19
Revision History 20

Terms of Service

These Terms of Service ("Terms" or "Agreement") constitute a legally binding agreement between you and OpenGRC, LLC, a Florida limited liability company ("OpenGRC," "Company," "we," "us," or "our"). These Terms govern your access to and use of the OpenGRC software-as-a-service platform, including any related websites, applications, APIs, and professional services (collectively, the "Service").

BY CLICKING "I AGREE," CREATING AN ACCOUNT, ACCESSING THE SERVICE, OR OTHERWISE INDICATING YOUR ACCEPTANCE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS. If you are entering into this Agreement on behalf of a company, organization, or other legal entity ("Customer"), you represent and warrant that you have the authority to bind such entity to these Terms, in which case "you" and "your" shall refer to such entity.

IMPORTANT: These Terms contain a binding arbitration clause and class action waiver in Section 15, which affect your legal rights. Please read them carefully.

1. Definitions

"Affiliate" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the ownership of more than fifty percent (50%) of the voting securities or equivalent ownership interest of such entity.

"Authorized User" means any individual who is authorized by Customer to access and use the Service under Customer's account.

"Customer Data" means any data, information, content, or materials that Customer or its Authorized Users upload, submit, store, or transmit through the Service.

"Documentation" means the user guides, help files, and other technical documentation made available by OpenGRC describing the features and functionality of the Service.

"Fees" means the amounts payable by Customer for the Service as set forth in an Order Form or the applicable pricing page.

"Intellectual Property Rights" means all patent rights, copyrights, trademark rights, trade secret rights, and any other proprietary rights recognized by law.

"Order Form" means any ordering document, online subscription page, or written agreement that specifies the Service, subscription term, fees, and other terms applicable to Customer's use of the Service.

"Professional Services" means implementation, configuration, training, consulting, or other professional services provided by OpenGRC as set forth in a Statement of Work or Order Form.

“Service” means the OpenGRC software-as-a-service platform, including all features, functionality, updates, and improvements made available by OpenGRC.

“Subscription Term” means the period during which Customer is authorized to access and use the Service, as specified in an Order Form.

“Third-Party Services” means any third-party applications, integrations, APIs, or services that interoperate with the Service.

2. Account Registration and Eligibility

2.1 Eligibility

To use the Service, you must be at least eighteen (18) years of age and have the legal capacity to enter into binding contracts. By using the Service, you represent and warrant that you meet these eligibility requirements.

2.2 Account Registration

To access the Service, you must create an account by providing accurate, current, and complete information. You agree to update your account information promptly to keep it accurate and complete. OpenGRC reserves the right to suspend or terminate accounts that contain inaccurate or incomplete information.

2.3 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for all activities that occur under your account. You agree to immediately notify OpenGRC of any unauthorized use of your account or any other breach of security. OpenGRC shall not be liable for any loss or damage arising from your failure to protect your account credentials.

2.4 Authorized Users

Customer is responsible for ensuring that all Authorized Users comply with these Terms. Customer shall be liable for any acts or omissions of its Authorized Users that would constitute a breach of these Terms if performed by Customer.

3. Grant of License

3.1 License Grant

Subject to Customer’s compliance with these Terms and payment of all applicable Fees, OpenGRC grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Service during the Subscription Term solely for Customer’s internal business purposes in accordance with these Terms and any applicable Documentation.

3.2 Restrictions

Customer shall not, and shall not permit any third party to:

- Copy, modify, adapt, translate, or create derivative works based on the Service
- Reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or underlying algorithms of the Service
- Rent, lease, loan, sell, sublicense, distribute, or otherwise transfer the Service to any third party
- Remove, alter, or obscure any proprietary notices on the Service
- Use the Service to develop a competing product or service
- Share account credentials with unauthorized parties or allow multiple individuals to use a single account
- Access the Service through any automated means, including bots, scrapers, or similar technologies, except through approved APIs
- Interfere with, disrupt, or attempt to gain unauthorized access to the Service or its related systems
- Use the Service in violation of any applicable laws or regulations

4. Customer Data and Responsibilities

4.1 Ownership of Customer Data

As between OpenGRC and Customer, Customer retains all right, title, and interest in and to Customer Data. OpenGRC acquires no rights in Customer Data except the limited rights necessary to provide the Service.

4.2 License to Customer Data

Customer grants OpenGRC a limited, non-exclusive, worldwide license to access, use, process, copy, and display Customer Data solely as necessary to provide and maintain the Service, comply with Customer's instructions, and fulfill OpenGRC's obligations under this Agreement.

4.3 Customer Responsibilities for Data

Customer is solely responsible for:

- The accuracy, quality, integrity, and legality of all Customer Data
- Obtaining all necessary rights, consents, and permissions to collect, use, and process Customer Data through the Service

- Ensuring that Customer Data does not violate any applicable laws, regulations, or third-party rights
- Compliance with all applicable data protection and privacy laws with respect to Customer Data
- Maintaining appropriate backups of Customer Data independent of the Service

4.4 Prohibited Content and Uses

Customer agrees that it shall not upload, store, or transmit through the Service any content that:

- Is unlawful, harmful, threatening, abusive, harassing, defamatory, or otherwise objectionable
- Infringes any Intellectual Property Rights or other proprietary rights of any third party
- Contains any viruses, malware, or other harmful code
- Violates the privacy or publicity rights of any third party
- Is otherwise inappropriate for a governance, risk, and compliance platform

The Service is designed and intended for governance, risk, and compliance purposes. Customer shall not use the Service as a general-purpose file sharing or storage application.

4.5 Protected Health Information

The Service is a governance, risk, and compliance platform and is not designed or intended as a repository for Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Customer shall not upload, store, or transmit PHI through the Service unless Customer is a HIPAA Covered Entity or Business Associate and has executed a Business Associate Agreement ("BAA") with OpenGRC. Where a BAA has been executed, the BAA governs the parties' respective obligations with respect to PHI and controls in the event of any conflict with these Terms. Customer is encouraged to de-identify PHI or substitute a non-PHI summary wherever practical, including in uploaded evidence and free-text fields.

4.6 Security Responsibilities

Customer is responsible for the security of its own systems, networks, and devices used to access the Service, including but not limited to endpoint security, access controls, and network security. OpenGRC is not responsible for any unauthorized access to Customer's account or data resulting from Customer's failure to maintain adequate security measures on its own systems.

5. Third-Party Services and Integrations

5.1 Third-Party Integrations

The Service may offer integrations with Third-Party Services. Customer's use of any Third-Party Services is governed by the terms and conditions and privacy policies of those third parties. OpenGRC does not control and is not responsible for Third-Party Services, and Customer's use of Third-Party Services is at Customer's sole risk.

5.2 APIs

OpenGRC may provide APIs to enable Customer to integrate the Service with other applications. Customer's use of APIs is subject to these Terms, any applicable API documentation, and any additional terms provided by OpenGRC. OpenGRC reserves the right to modify, deprecate, or discontinue APIs at any time with reasonable notice.

5.3 No Warranties for Third-Party Services

OPENGRC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THE AVAILABILITY, PERFORMANCE, AND FUNCTIONALITY OF THIRD-PARTY SERVICES ARE OUTSIDE OPENGRC'S CONTROL.

6. Professional Services

6.1 Scope

OpenGRC may provide Professional Services as described in a Statement of Work or Order Form. Professional Services may include implementation, configuration, training, consulting, and other services. The scope, deliverables, timeline, and fees for Professional Services shall be set forth in the applicable Statement of Work.

6.2 Customer Cooperation

Customer shall provide timely access to personnel, information, systems, and resources reasonably required for OpenGRC to perform Professional Services. Delays caused by Customer's failure to provide such cooperation may result in additional fees or schedule adjustments.

6.3 Professional Services Warranty

OpenGRC warrants that Professional Services will be performed in a professional and workmanlike manner consistent with industry standards. Customer must notify OpenGRC in writing of any claimed breach of this warranty within thirty (30) days of performance. Customer's sole remedy for breach of this warranty shall be re-performance of the deficient Professional Services at no additional charge.

7. Fees and Payment

7.1 Fees

Customer shall pay all Fees specified in the applicable Order Form or pricing page. All Fees are quoted in United States Dollars unless otherwise specified. Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such amounts.

7.2 Billing and Payment

Fees are billed annually in advance. Payment is due within thirty (30) days of the invoice date unless otherwise specified in an Order Form. Customer shall provide accurate and complete billing information and promptly update such information as necessary.

7.3 Late Payment

If Customer fails to pay any Fees when due, OpenGRC may: (a) charge interest on the overdue amount at the rate of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less; (b) suspend access to the Service until payment is received; and (c) pursue any other remedies available at law or in equity. Customer shall reimburse OpenGRC for all reasonable costs incurred in collecting overdue amounts, including attorneys' fees.

7.4 Price Changes

OpenGRC may increase Fees upon renewal of the Subscription Term by providing written notice to Customer at least thirty (30) days prior to the renewal date. The new Fees shall apply to the renewal term unless Customer provides written notice of non-renewal in accordance with Section 8.2.

7.5 No Refunds

ALL FEES ARE NON-REFUNDABLE EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR AS REQUIRED BY APPLICABLE LAW. Without limiting the foregoing, no refunds shall be provided for partial subscription periods, unused services, or early termination by Customer.

8. Term and Termination

8.1 Term

This Agreement commences on the date Customer first accepts these Terms or accesses the Service and continues until terminated in accordance with this Section 8. The initial Subscription Term shall be as specified in the Order Form. Subscription Terms are annual unless otherwise specified.

8.2 Automatic Renewal

Unless either party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term, the Subscription Term shall automatically renew for successive periods equal to the initial Subscription Term (or one year, whichever is shorter) at the then-current Fees.

8.3 Termination for Cause

Either party may terminate this Agreement immediately upon written notice if the other party: (a) materially breaches this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof; or (b) becomes the subject of a bankruptcy, insolvency, receivership, liquidation, or similar proceeding.

8.4 Termination by OpenGRC

OpenGRC may terminate this Agreement or suspend access to the Service immediately without notice if: (a) Customer fails to pay Fees when due; (b) Customer violates Section 3.2 (Restrictions) or Section 4.4 (Prohibited Content and Uses); (c) continued provision of the Service would violate applicable law; or (d) OpenGRC reasonably determines that Customer's use of the Service poses a security risk.

8.5 Effect of Termination

Upon termination or expiration of this Agreement: (a) all rights and licenses granted to Customer shall immediately terminate; (b) Customer shall immediately cease all use of the Service; (c) each party shall return or destroy all Confidential Information of the other party; and (d) Customer shall pay all Fees accrued through the date of termination.

8.6 Data Retention and Export

Following termination or expiration, OpenGRC will retain Customer Data for ninety (90) days to allow Customer to export or retrieve such data, unless a shorter retention period is specified in the applicable Order Form or otherwise requested by Customer in writing. Customer may request earlier deletion of Customer Data by contacting OpenGRC at support@opengrc.com. After the retention period, OpenGRC shall have no obligation to maintain or provide Customer Data and may delete all Customer Data in its systems or otherwise in its possession or control.

8.7 Survival

The following sections shall survive any termination or expiration of this Agreement: Sections 1, 4.1, 7 (with respect to amounts accrued), 9, 10, 11, 12, 13, 14, 15, 16, and 17.

9. Intellectual Property

9.1 OpenGRC Intellectual Property

OpenGRC and its licensors retain all right, title, and interest in and to the Service, including all software, technology, documentation, and other materials provided by OpenGRC, and all Intellectual Property Rights therein. Except for the limited license expressly granted in Section 3.1, no rights in the Service are granted to Customer.

9.2 Feedback

If Customer provides any suggestions, ideas, enhancement requests, recommendations, or other feedback regarding the Service ("Feedback"), Customer hereby grants OpenGRC a perpetual, irrevocable, worldwide, royalty-free, fully paid-up, non-exclusive license to use, reproduce, modify, create derivative works from, distribute, and otherwise exploit such Feedback for any purpose without compensation or attribution to Customer.

9.3 Aggregated Data

Notwithstanding anything to the contrary, OpenGRC may collect and use aggregated, anonymized, or de-identified data derived from Customer's use of the Service for purposes of improving the Service, developing new products and services, and conducting research and analytics, provided that such data does not identify Customer or any individual.

10. Confidentiality

10.1 Definition

"Confidential Information" means any information disclosed by one party to the other that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Confidential Information includes, but is not limited to, business plans, pricing, technical data, and Customer Data.

10.2 Obligations

Each party agrees to: (a) maintain the confidentiality of the other party's Confidential Information using at least the same degree of care it uses to protect its own confidential information, but no less than reasonable care; (b) not disclose Confidential Information to any third party except as permitted herein; and (c) use Confidential Information only for purposes of performing its obligations or exercising its rights under this Agreement.

10.3 Exceptions

Confidential Information does not include information that: (a) is or becomes publicly available through no fault of the receiving party; (b) was rightfully in the receiving party's possession prior to disclosure; (c) is rightfully obtained by the receiving party from a third party without restriction;

or (d) is independently developed by the receiving party without use of the disclosing party's Confidential Information.

10.4 Required Disclosures

A party may disclose Confidential Information to the extent required by law or legal process, provided that such party gives the other party prompt written notice (to the extent legally permitted) and reasonable assistance in contesting such disclosure.

11. Disclaimers

11.1 As-Is Basis

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OPENGRC EXPRESSLY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

11.2 No Guarantee

OPENGRC DOES NOT WARRANT THAT: (A) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS; (B) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) ANY ERRORS OR DEFECTS IN THE SERVICE WILL BE CORRECTED; (D) THE SERVICE WILL BE COMPATIBLE WITH CUSTOMER'S SYSTEMS OR OTHER SOFTWARE; OR (E) THE RESULTS OBTAINED FROM USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE.

11.3 Service Availability

OpenGRC shall use commercially reasonable efforts to make the Service available with an uptime of no less than ninety-nine and one-half percent (99.5%) per calendar month, measured on a rolling basis and excluding: (a) scheduled maintenance windows for which OpenGRC has provided reasonable advance notice; (b) emergency maintenance reasonably necessary to address security vulnerabilities or prevent imminent service degradation; (c) unavailability caused by Customer, Customer Data, Customer's systems or network, or Third-Party Services; (d) force majeure events as described in Section 14; and (e) any suspension permitted under this Agreement. OpenGRC's failure to meet this availability commitment shall not constitute a breach of this Agreement, and Customer's sole and exclusive remedies for any such failure shall be those expressly set forth in this Agreement. OpenGRC shall not otherwise be liable for any downtime, interruptions, or performance issues.

11.4 Security Disclaimer

While OpenGRC implements reasonable security measures, including undergoing periodic SOC 2 examinations and conducting annual penetration testing, no security measures are perfect or impenetrable. OpenGRC does not guarantee that the Service will prevent all security breaches, unauthorized access, or data loss. Customer acknowledges that it is solely responsible for determining whether the Service meets Customer's security requirements.

11.5 Compliance Disclaimer

The Service is a tool to assist Customer with governance, risk, and compliance activities. OpenGRC does not guarantee that use of the Service will result in compliance with any law, regulation, or industry standard. Customer is solely responsible for determining its compliance obligations and ensuring that its use of the Service satisfies such obligations.

12. Limitation of Liability

12.1 Exclusion of Consequential Damages

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL OPENGRC, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, EVEN IF OPENGRC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2 Cap on Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OPENGRC'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO OPENGRC DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

12.3 Basis of the Bargain

Customer acknowledges that OpenGRC has set its prices and entered into this Agreement in reliance upon the limitations of liability and disclaimers of warranties set forth herein, and that the same form an essential basis of the bargain between the parties. The parties agree that the limitations and exclusions of liability and disclaimers specified in this Agreement will survive and apply even if found to have failed of their essential purpose.

12.4 Exceptions

The limitations of liability in this Section 12 shall not apply to: (a) Customer's breach of Section 3.2 (Restrictions); (b) Customer's indemnification obligations under Section 13; (c) either party's

breach of Section 10 (Confidentiality); (d) either party's gross negligence, willful misconduct, or fraud; (e) OpenGRC's breach of its data security obligations resulting in unauthorized access to, or disclosure of, Customer Data, for which OpenGRC's total cumulative liability shall not exceed the lesser of (i) five hundred thousand dollars ($500,000) or (ii) the limits of OpenGRC's applicable cyber liability insurance then in effect; and (f) either party's liability for death or physical bodily injury caused by its negligence, or for any other liability that cannot be limited or excluded under applicable law.

13. Indemnification

13.1 Indemnification by Customer

Customer shall defend, indemnify, and hold harmless OpenGRC and its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Customer's use of the Service; (b) Customer Data, including any claim that Customer Data infringes or violates any third-party rights; (c) Customer's breach of this Agreement; (d) Customer's violation of any applicable law or regulation; or (e) any dispute between Customer and its end users or third parties.

13.2 Indemnification by OpenGRC

OpenGRC shall defend, indemnify, and hold harmless Customer from and against any third-party claim alleging that the Service, as provided by OpenGRC and used in accordance with this Agreement, directly infringes a valid United States copyright or trademark, provided that: (a) Customer promptly notifies OpenGRC in writing of such claim; (b) Customer grants OpenGRC sole control of the defense and settlement; and (c) Customer provides reasonable cooperation at OpenGRC's expense.

13.3 Limitations on OpenGRC Indemnification

OpenGRC's indemnification obligations under Section 13.2 shall not apply to claims arising from: (a) modifications to the Service made by anyone other than OpenGRC; (b) combination of the Service with third-party products, services, or data not provided by OpenGRC; (c) Customer's continued use of the Service after being notified of allegedly infringing activity; (d) Customer Data; or (e) Customer's breach of this Agreement.

13.4 Infringement Remedies

If the Service becomes, or in OpenGRC's reasonable opinion is likely to become, the subject of an infringement claim, OpenGRC may, at its sole option and expense: (a) procure for Customer the right to continue using the Service; (b) replace or modify the Service to make it non-infringing while maintaining substantially equivalent functionality; or (c) if neither (a) nor (b) is commercially

practicable, terminate this Agreement and refund to Customer any prepaid Fees for the unused portion of the Subscription Term.

13.5 Cap on OpenGRC Indemnification

NOTWITHSTANDING ANYTHING TO THE CONTRARY, OPENGRC'S TOTAL LIABILITY UNDER THIS SECTION 13 SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO OPENGRC DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE CLAIM.

13.6 Exclusive Remedy

THIS SECTION 13 STATES OPENGRC'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.

14. Force Majeure

Neither party shall be liable for any failure or delay in performing its obligations under this Agreement (except for payment obligations) to the extent such failure or delay results from circumstances beyond the party's reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, strikes, power outages, internet or telecommunications failures, or cyberattacks. The affected party shall promptly notify the other party and use reasonable efforts to mitigate the effects of the force majeure event.

15. Dispute Resolution

15.1 Informal Resolution

Before initiating any formal dispute resolution proceeding, the parties agree to first attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement ("Dispute") through good faith negotiations. Either party may initiate negotiations by sending written notice describing the Dispute to the other party. The parties shall negotiate in good faith for at least thirty (30) days before initiating arbitration.

15.2 Binding Arbitration

IF THE PARTIES ARE UNABLE TO RESOLVE A DISPUTE THROUGH NEGOTIATION, SUCH DISPUTE SHALL BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION, rather than in court, except that either party may seek injunctive or other equitable relief in court to protect its Intellectual Property Rights or Confidential Information.

Arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The arbitration shall be conducted by a single

arbitrator selected in accordance with AAA rules. The arbitration shall take place in Seminole County, Florida, unless the parties agree otherwise. The arbitrator's decision shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

15.3 Class Action Waiver

CUSTOMER AND OPENGRC AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION. The arbitrator may not consolidate more than one party's claims and may not otherwise preside over any form of class, collective, or representative proceeding. If this class action waiver is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

15.4 Arbitration Costs

Each party shall bear its own costs and attorneys' fees in any arbitration. The parties shall share equally the fees and expenses of the arbitrator and AAA, unless the arbitrator determines that a different allocation is appropriate.

15.5 Small Claims Exception

Notwithstanding Section 15.2, either party may bring an individual action in small claims court for Disputes within the jurisdiction of such court.

16. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles. To the extent that any lawsuit or court proceeding is permitted hereunder, the parties agree to submit to the exclusive personal jurisdiction and venue of the state and federal courts located in Seminole County, Florida.

17. General Provisions

17.1 Entire Agreement

This Agreement, together with any Order Forms and Statements of Work, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning such subject matter. In the event of any conflict between this Agreement and an Order Form, the Order Form shall control.

17.2 Modifications

OpenGRC may modify these Terms from time to time by posting the updated Terms on its website or notifying Customer by email. Such modifications shall become effective thirty (30) days after

posting or notification, unless Customer objects in writing within such period. Customer's continued use of the Service after the effective date of any modifications constitutes acceptance of the modified Terms. Notwithstanding the foregoing, with respect to Customers who have entered into a signed Order Form, any modification that materially and adversely affects Customer's rights or OpenGRC's material obligations under this Agreement shall not apply to the then-current Subscription Term and shall take effect no earlier than the next renewal. If OpenGRC notifies such Customer of a material adverse modification that will apply upon renewal, Customer may terminate this Agreement effective at the end of the then-current Subscription Term by providing written notice within thirty (30) days after OpenGRC's notice, in which case no automatic renewal shall occur.

17.3 Waiver

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Any waiver must be in writing and signed by an authorized representative of the waiving party.

17.4 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, or if such modification is not possible, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

17.5 Assignment

Customer may not assign or transfer this Agreement or any rights or obligations hereunder without OpenGRC's prior written consent. Any attempted assignment in violation of this provision shall be void. OpenGRC may assign this Agreement without restriction. This Agreement shall bind and inure to the benefit of the parties and their respective permitted successors and assigns.

17.6 Independent Contractors

The relationship between the parties is that of independent contractors. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship between the parties.

17.7 Notices

All notices under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by email with confirmation of receipt, or sent by certified mail, return receipt requested, to the addresses specified in the Order Form or to such other address as either party may specify in writing. Notices to OpenGRC shall also be sent to: legal@opengrc.com.

17.8 Publicity

OpenGRC may identify Customer as a customer and use Customer's name and logo in marketing materials, customer lists, and on OpenGRC's website. Customer may opt out of such use by providing written notice to OpenGRC.

17.9 Export Compliance

Customer shall comply with all applicable export control laws and regulations of the United States and other applicable jurisdictions. Customer shall not export, re-export, or transfer the Service or any technical data obtained through the Service to any country, entity, or person prohibited by such laws.

17.10 Government Users

If Customer is a U.S. government entity or the Service is being used on behalf of a U.S. government entity, the Service is provided as "commercial computer software" and "commercial computer software documentation" as defined in 48 C.F.R. § 2.101, and the use, duplication, and disclosure of the Service is subject to the restrictions set forth in these Terms.

17.11 Insurance

OpenGRC shall maintain, at its own expense and from insurers with an A.M. Best rating of A- or better, the following minimum insurance coverages during the Subscription Term: (a) Commercial General Liability insurance with limits of not less than five hundred thousand dollars ($500,000) per occurrence; (b) Professional Liability (Technology Errors & Omissions) insurance with limits of not less than one million dollars ($1,000,000) per claim; and (c) Cyber Liability insurance with limits of not less than one million dollars ($1,000,000) per claim. OpenGRC shall provide certificates of insurance evidencing such coverages upon Customer's written request.

18. Contact Information

If you have any questions about these Terms, please contact us at:

OpenGRC, LLC
Casselberry, Florida, United States
Email: legal@opengrc.com
Privacy Inquiries: privacy@opengrc.com

* * *

Last Updated: January 1, 2026

OpenGRC © 2026 by OpenGRC, LLC. All Rights Reserved.

Revision History

Version	Notes	Date
1.0	Initial published Terms of Service	1/1/2026