

Master Services Agreement

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

THESE TERMS REQUIRE THE USE OF ARBITRATION TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS.

EXECUTING AN ORDER FOR PRODUCTS OR SERVICES FROM DOCKETMANAGER INC. OR ITS AFFILIATES, YOU AFFIRM THAT YOU ARE ACCEPTING AND AGREEING TO BE BOUND BY AND COMPLY WITH ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND YOU ARE OF LEGAL AGE TO ENTER INTO THIS AGREEMENT. YOU AFFIRM THAT IF YOU PLACE AN ORDER ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

YOU MAY NOT ORDER OR OBTAIN, INSTALL, OR USE PRODUCTS OR SERVICES FROM DOCKETMANAGER INC. IF YOU (i) DO NOT AGREE TO THESE TERMS, (ii) ARE NOT AUTHORIZED TO FORM A BINDING CONTRACT WITH DOCKETMANAGER INC. OR ITS AFFILIATES, OR (iii) ARE PROHIBITED FROM ACCESSING OR USING THIS WEBSITE OR ANY OF THIS WEBSITE'S CONTENTS, PRODUCTS OR SERVICES BY APPLICABLE LAW.

This Master Software and Services Agreement together with any accompanying order form, addendum and/or statement of work (collectively this “**Agreement**”) is by and between Docketmanager Inc., an Ontario corporation with offices located at 140 Fullarton Street Suite 1510 London, Ontario N6A 5P2 (“**Provider**”) and the Customer listed on the accompanying Order Form incorporated in this Agreement, acting on behalf of itself and its Affiliates, (collectively, “**Customer**”). Provider and Customer may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.” The effective date of this Agreement is the date when Customer signs this Agreement (“**Effective Date**”).

Provider provides licenses to On-Premises Software and subscription-based access to Hosted Services to its customers; and Customer desires to license and access the On-Premises Software and/or Hosted Services as specified in an accompanying Order Form, and Provider desires to provide Customer a license and access to the On-Premises Software and/or Hosted Services elected by Customer in the Order Form, subject to the terms and conditions of this Agreement.

1. Definitions.

- (a) **“Affiliate”** means with respect to a party, any corporation or other legal entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with that party. The term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through the ownership of voting securities or otherwise.
- (b) **“Authorized User”** means Customer’s employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the On-Premises Software and/or Hosted Services on behalf of Customer under the rights granted to Customer pursuant to this Agreement and (ii) in the case of SaaS or hosted services, for whom a unique user name and password to access to the Hosted Services has been provisioned per the terms and conditions of this Agreement.
- (c) **“Customer Data”** means, other than Non-Identifiable Aggregated Data, all information and data submitted, stored, posted, displayed, or otherwise transmitted by or on behalf of Customer or an Authorized User to Provider or that is received and analyzed by the On-Premises Software or Hosted Services.
- (d) **“Customer Equipment”** means all hardware, software, modems, routers, telecommunication or Internet connections, and other communications equipment required for Customer and its Authorized Users to access and use the On-Premises Software and Hosted Services.
- (e) **“Documentation”** means the then-current documentation made generally available by Provider to its customers regarding use of the On-Premises Software or Hosted Services (as applicable).
- (f) **“Delivery Date”** means the date, set forth in the applicable Order Form, on which the On-Premises Software or Hosted Services is scheduled to be made available to Customer.
- (g) **“Derivative Works”** shall mean a revision, enhancement, modification, translation, abridgment, condensation or expansion of any Provider IP, including but not limited to any developments created by Provider for Customer under a Service Addendum.
- (h) **“Hosted Services”** means software services made available by Provider to Customer under this Agreement on a recurring basis, as specified in an Order Form. Hosted Services may include SaaS services, hosted services, API access, and other cloud-based services.
- (i) **“License Term”** means the license period for Customer’s use of the On-Premises Software set forth in an Order Form.
- (k) **“On-Premises Software”** means the software product(s) delivered and installed on Customer’s premises or equipment and licensed by Provider to Customer under this Agreement, as specified in an Order Form.

(l) “**Order Form**” means each order form entered into by the Parties and referencing this Agreement. Order Forms may be submitted and accepted electronically or in writing.

(m) “**Professional Services**” means engineering requests, implementation, training or consulting services that Provider may perform as described in a statement of work executed by the Parties.

(n) “**Provider IP**” means the On-Premises Software, Hosted Services, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes any information, data, or other content derived from Provider’s monitoring of Customer’s access to or use of the On-Premises Software and Hosted Services, but does not include Customer Data.

(o) “**SaaS**” means Software-as-a-Service offerings, as generally known in the industry.

(p) “**Services**” shall mean those services as agreed to between the Parties and set forth in the Service Addendum.

(q) “**Service Addendum**” shall mean, individually or collectively, the attached Professional Services Addendum, Maintenance and Support Services Addendum, statements of work, order forms, and other Addendum made a part of this Agreement from time to time.

(r) “**Subscription Term**” means, with respect to each item of Hosted Services or On-Premises Software (if by subscription) included in each Order Form, the term specified in that Order Form for that item of Hosted Services or On-Premises Software (if by subscription).

(s) “**Support Services**” means the support and maintenance services offered by Provider and purchased by Customer separately pursuant to an Order Form.

2. License, Access and Use.

(a) License Grant; Provision of Access.

(i) On-Premises Software License. If Customer orders On-Premises Software under an Order Form, then, subject to and conditioned on Customer’s payment of the Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants to Customer and its Authorized Users a limited, revocable, non-exclusive, non-sublicensable, and non-transferable (except in compliance with Section 12(g)) license to use the current version of Provider’s On-Premises Software as elected and described in the applicable Order Form on the devices and at the location specified in the Order Form, during the License Term or Subscription Term (as applicable) set forth in the Order Form, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer’s internal use. The On-Premises Software is licensed to Customer, not sold.

(A) Subject to the terms and conditions contained in this Agreement, Customer may purchase licenses for Authorized Users to use the On-Premises Software pursuant to Order Forms. Unless otherwise specified in the applicable Order Form, On-Premises Software may be used by no

more than the number of Authorized Users specified in the applicable Order Form. *Authorized User licenses are for designated Authorized Users only and cannot be shared or used by more than one Authorized User*, but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the On-Premises Software.

(B) Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Provider regarding any future functionality or features.

(ii) Hosted Services. If Customer orders Hosted Services under an Order Form, then, subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer's Authorized Users a limited, revocable, non-exclusive, non-sublicensable, and non-transferable (except in compliance with Section 12(g)) right to access and use the Hosted Services elected and specified in the applicable Order Form, during the Subscription Term set forth in the Order Form, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use.

(A) Provider will provide Authorized Users the necessary passwords and network links or connections to allow Authorized Users to access the Hosted Services.

(B) The total number of Authorized Users will not exceed the number set forth in the Order Form, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder. *Authorized User credentials cannot be shared or used by more than one Authorized User; no Authorized User credential sharing is allowed*, but may be reassigned to new Authorized Users replacing former Authorized Users who no longer require ongoing use of the Hosted Services.

(C) Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Provider regarding any future functionality or features.

(iii) If applicable, Customer shall provide (and continue to update) the legal entity name(s) of any Affiliates that are likely to have Authorized Users under this Agreement.

(iv) Customer acknowledges that Provider reserves the right, at any time and without notice, to monitor compliance with the terms of this Agreement and to otherwise protect its rights in and to the On-Premises Software and Hosted Services by incorporating license management technology into the On-Premises Software and Hosted Services and monitoring usage, including, without limitation, time, date, internet protocol address, access or other controls, counters, serial numbers and/or other security devices.

(b) Use Restrictions.

(i) Customer shall require that its Authorized Users comply with all relevant terms of this Agreement and any failure to comply with a term will constitute a breach by Customer.

Customer shall not use the On-Premises Software or Hosted Services for any purposes beyond the scope of the license or access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users or third party to: (i) copy, modify, or create derivative works of the On-Premises Software or Hosted Services, in whole or in part in any manner except in furtherance of its legitimate business interests and such use by Customer is not done to permit or allow the Customer or any third party the ability to reverse engineer or utilize the On-Premises Software or Hosted Services that is or could be detrimental or adverse to the interests (including financial interests) of Provider; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the On-Premises Software or Hosted Services; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the On-Premises Software or Hosted Services, in whole or in part; (iv) remove any proprietary notices from the On-Premises Software or Hosted Services; (v) permit any third party to access or use the On-Premises Software or Hosted Services other than an Authorized User; (vi) use the On-Premises Software or Hosted Services 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; or (vii) use any On-Premises Software or Hosted Services, or allow the transfer, transmission, export, or re-export of the On-Premises Software or Hosted Services or portion thereof, in violation of any applicable law or regulation, including, without limitation, any export control laws or regulations administered by any government agency.

(c) Reservation of Rights. Provider 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 Provider IP. Without limiting the foregoing, Provider and its licensors retain all right, title and interest in the On-Premises Software and Hosted Services, all copies and derivatives, modifications, and improvements thereof, and all proprietary rights in the On-Premises Software and Hosted Services, including, without limitation, copyrights, patents, trademarks and trade secret rights.

(d) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may, in its sole discretion, suspend Customer's and any Authorized User's access to any portion or all of the On-Premises Software and/or Hosted Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer 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; (E) Provider's provision of the On-Premises Software and/or Hosted Services to Customer or any Authorized User is prohibited by applicable law or such suspension is necessary to comply with any law, regulation, court order, or other governmental request or to otherwise protect Provider from potential legal liability; or (F) a user of the Provider IP is suspected to not be an Authorized User or if an Authorized User has shared credentials or allowed access to the system by a non-Authorized User; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or

products required to enable Customer to access the On-Premises Software and/or Hosted Services; or (iii) in accordance with Section 5(b)(iii) (any such suspension described in subclause (i), (ii), or (iii), a “**Service Suspension**”). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the On-Premises Software and/or Hosted Services (as applicable) following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the On-Premises Software and/or Hosted Services (as applicable) as soon as reasonably possible after the event giving rise to the Service Suspension is cured by the Customer. Provider will have no liability for any claims, damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(e) Use of Non-Identifiable Aggregated Data. Provider has the right to collect and use anonymized generic information derived from Customer Data processed by the On-Premises Software and Hosted Services or to aggregate it with anonymized generic information from other customers (“**Non-Identifiable Aggregated Data**”) for Provider’s reasonable business purposes, including without limitation for analyzing customer needs and improving the On-Premises Software and Hosted Services. Customer agrees that Provider may (i) make Non-Identifiable Aggregated Data publicly available in compliance with applicable law, and (ii) use Non-Identifiable Aggregated Data to the extent and in the manner permitted under applicable law.

(f) Third-Party Software. Customer acknowledges that the Services may contain software licensed to Provider from third parties (“**Third Party Software**”), and that the Third Party Software is not owned by Provider, and may be subject to additional restrictions imposed by the Third Party Software licensor. Customer agrees to abide by such additional restrictions. Certain items of independent, third-party code may be included in the On-Premises Software and Hosted Services that are subject to the GNU General Public License (“**GPL**”) or other Open source licenses (“**Open Source Software**”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. For a list of Open Software and Third Party Software used in the On-Premises Software and/or Hosted Services please see Schedule A (Open Source and Third Party Software Licenses).

(g) Professional Services. From time to time, Customer may request that Provider provide certain Professional Services with respect to Customer’s use of the On-Premises Software or Hosted Services. Subject to the payment of all applicable fees for such Professional Services, Provider will provide Professional Services in accordance with the terms and conditions of the Professional Services Addendum attached to this Agreement and incorporated herein by this reference as well as the applicable statement of work.

3. Customer Responsibilities.

(a) System and Equipment. Customer and Authorized Users are solely responsible for (i) obtaining, deploying and maintaining all hardware, software, modems, routers,

telecommunication or Internet connections, and other communications equipment required for Customer and its Authorized Users to access and use the On-Premises Software and Hosted Services; and (ii) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in this Agreement, , Provider shall not be responsible for supplying any hardware, software or other equipment to Customer or Authorized Users under this Agreement. Customer will be responsible for all timely payments despite any delays caused by its failure to timely obtain any necessary Customer Equipment.

(b) Access and Use. Customer is responsible and liable for all uses of the On-Premises Software and Hosted Services resulting from access provided by Customer or provided to parties at Customer's direction, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the On-Premises Software and Hosted Services (as applicable), and shall cause Authorized Users to comply with such provisions.

(c) General. Customer is solely responsible for the accuracy, quality, integrity, legality, reliability and appropriateness of all Customer Data. Customer shall comply with all applicable laws, rules and regulations in using the On-Premises Software and Hosted Services.

4. Support.

(a) Support. The license and access rights granted hereunder may entitle Customer to the Support Services described in the Service Addendum for so long as Customer is licensing the On-Premises Software or subscribing to the Hosted Services (as applicable) pursuant to this Agreement and so long as Customer is not in breach of this Agreement. To the extent specified in an Order Form, Provider will provide Support Services for the period set forth in the Order Form (the "**Support Period**") for the support fee set forth in such Order Form and in accordance with the terms of the Service Addendum. Following the initial Support Period, Support Services will automatically renew for successive terms as outlined in the Order Form unless Customer gives Provider written notice at least ninety (90) days prior to the end of the then-current Support Period. If Customer terminates Support Services, but later desires to reinstate Support Services, Customer and Provider will mutually agree on the cost of those reinstated Support Services, which may include, in Provider's discretion, a reinstatement fee. Provider may terminate Support Services on no less than thirty (30) days' prior written notice to Customer. If Provider terminates Support Services, Provider will provide Customer with a refund of any fees prepaid for Support Services not rendered prior to termination.

(b) Updates and Upgrades. Provider may update or enhance the On-Premises Software and/or Hosted Services from time to time, in its sole discretion. Unless otherwise specified in an applicable Order Form, Provider will include in the On-Premises Software or Hosted Services (as applicable) any such updates or enhancements that Provider generally makes available in the ordinary course to all of its customers of the On-Premises Software or Hosted Services (as

applicable); provided, however, that nothing in this Agreement will obligate Provider to provide On-Premises Software or Hosted Services that include any upgrades (i.e., revisions to the On-Premises Software or Hosted Services that include new features or substantial increases in functionality). All updates, upgrades, or other modified or updated versions of the On-Premises Software and Hosted Services provided to Customer are subject to the terms of this Agreement.

(c) Service Level Agreement: If the Hosted Services ordered under the applicable Order Form include service level obligations, then subject to the terms and conditions of the Agreement, Provider will use commercially reasonable efforts to make such Hosted Services available in accordance with the support document provided to Customer. Provider may provide Customer access to on-line support and training tools.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees (“Fees”) as set forth in the applicable Order Form and/or Service Addendum without offset or deduction. Provider reserves the right to change pricing levels, discounts or fee structures subject to providing reasonable advance notice to Customer, email acceptable, prior to the price change taking effect. All charges will be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. Provider will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in an Order Form, invoiced fees are due upon receipt based on the invoice date.

(b) Customer shall make all payments hereunder in US dollars unless specified otherwise on the Order Form on or before the due date. If Customer fails to make any payment when due, without limiting Provider’s other rights and remedies: (i) Provider 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; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including, without limitation, attorneys’ fees, court costs, and collection agency fees; and (iii) if such failure continues for three (3) days or more Provider may suspend Customer’s and its Authorized Users’ access to any portion or all of the On-Premises Software and/or Hosted Services until such amounts are paid in full.

(c) 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 Provider’s income.

(d) Auditing Rights and Required Records. Customer agrees to maintain complete and accurate records of Customer’s use during the Term of this Agreement and for a period of one year after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. Provider may, at its own expense, on reasonable prior notice, annually inspect and audit Customer’s records with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Customer has underpaid

Provider with respect to any amounts due and payable during the License Term or Subscription Term, Customer shall promptly pay the amounts necessary to rectify such underpayment, together with interest in accordance with Section 5(b). Customer shall pay for the costs of the audit if the audit determines that Customer's underpayment equals or exceeds ten percent (10%) for any year. Such inspection and auditing rights will extend throughout the Term of this Agreement and for a period of one year after the termination or expiration of this Agreement.

6. Confidential Information.

(a) Definition of Confidential Information. From time to time during the Term of this Agreement, either Party may disclose or make available to the other Party information about its business affairs, products, confidential 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, whether marked, designated or otherwise identified or not as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain through no fault of the receiving Party; (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 without any use of the disclosing Party's Confidential Information.

(b) Protection of Confidential Information. With respect to any Confidential Information disclosed under this Agreement by the disclosing Party, the receiving Party will treat such Confidential Information as confidential and will handle it using at least the same procedures and degree of care which it uses to prevent the misuse and disclosure of its own confidential information of like importance, but in no event less than reasonable care. 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 and subject to confidentiality and nonuse obligations at least as protective of the disclosing Party as those set forth in this Agreement (in which case the receiving Party will remain responsible for any noncompliance by such employees or other individuals or entities). 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 this 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 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.

(c) Protection of Customer Data. Without limiting the above, to the extent Provider is in possession of Customer Data, Provider will use commercially reasonable efforts to protect Customer Data through use of administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data consistent with prevailing industry practices. Provider will not (i) modify Customer Data, (ii) disclose Customer Data except as compelled by law in accordance with Section 6(b) or as expressly permitted in writing by Customer or otherwise under this Agreement, or (iii) access Customer Data except to provide the On-Premises Software and Hosted Services or prevent or address service or technical problems, improve the functionality of Provider's Services, to generate Non-Identifiable Aggregated Data), or at Customer request in connection with customer support matters.

The Services are not intended for the processing of "personal data," and Customer shall not upload personal data to the On-Premises Software and Hosted Services. If the Parties agree that Customer may upload "personal data", as defined under applicable law, to the On-Premises Software and Hosted Services, then, to the extent Provider is acting as a service provider or a processor under applicable law, Provider shall use such personal data for the purpose of providing the Services to Customer. Except as otherwise required by applicable law, Provider shall not retain, use, or disclose personal data uploaded to the On-Premises Software and Hosted Services: (i) for any purpose (including, but not limited to, any commercial purpose) other than to perform the Services for Customer or (ii) outside of the direct business relationship between Customer and Provider. Provider shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate personal data uploaded to the On-Premises Software and Hosted Services to any third party for monetary or other valuable consideration. Customer shall provide advance notification to Provider if any data to be uploaded to the On-Premises Software and Hosted Services includes personal data subject to the California Consumer Privacy Act, the European Union General Data Protection Regulation, United Kingdom General Data Protection Regulation, or other applicable regulation. Upon such notification and request, and where required by applicable law, the Parties will execute the appropriate Standard Contractual Clauses to address any processing and transfer of such personal data. Customer acknowledges that it has full access to all data that it submits to the platform and that it has sufficient access to respond to data subject requests.

7. Intellectual Property Ownership; Feedback

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights and moral rights, in and to the Provider IP, Non-Identifiable Aggregated Data and Provider's Confidential Information. For purposes of this Agreement, all Provider IP shall be deemed to be Confidential Information of Provider. Provider shall be the owner of any and all right, title and interest (including without limitation, all Provider IP) in, of and to any Derivative Works.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data and Customer's Confidential Information. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be

necessary for Provider to provide the On-Premises Software and Hosted Services to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Non-Identifiable Aggregated Data for any purpose, including, without limitation, benchmarking.

(c) Feedback. If Customer, its Authorized Users or any of its other employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features, corrections, modifications or functionality relating thereto, or any comments, questions, suggestions, or the like (collectively, “**Feedback**”), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider, on Customer’s behalf, and on behalf of its Authorized Users and its other employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

(d) Further Assurances. To the extent any of the rights, title and interest in and to Feedback or intellectual property rights therein cannot be assigned by Customer to Provider, Customer 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.

If the foregoing assignment and license are not enforceable, Customer agrees to waive and never assert against Provider those non-assignable and non-licensable rights, title and interest, including, without limitation, moral rights. Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as Provider may reasonably request, to perfect ownership of the Feedback. If Customer is unable or unwilling to execute any such document or take any such action, Provider may execute such document and take such action on Customer’s behalf as Customer’s agent and attorney-in-fact. The foregoing appointment is deemed a power coupled with an interest and is irrevocable.

(e) Customer Trademark License. Customer hereby grants to Provider a non-exclusive, worldwide, non-transferable, royalty-free license to use, reproduce and display Customer’s name, logo and trademarks (collectively, the “**Customer Marks**”) as necessary for Provider to fulfill its obligations under this Agreement. Provider will comply with Customer’s trademark usage guidelines as Customer provides to Provider in writing from time to time.

8. Warranty; Disclaimer.

(a) Warranty. Subject to the terms of this Agreement, unless otherwise set forth in the applicable Order Form, Provider warrants that (i) during the period of ninety (90) days after the Delivery Date (the “**Software Warranty Period**”), the On-Premises Software and/or Hosted Services will function in conformance with the Documentation, and (ii) during the period of thirty (30) days after performance (the “**Service Warranty Period**”), the Support Services and Professional Services will materially conform with the applicable specifications. If Customer becomes aware

of the On-Premises Software or Hosted Services not functioning in material conformance with the Documentation or the Support Services or Professional Services not materially conforming with the applicable specifications (a “**Defect**”), Customer must provide Provider with written notice that includes a reasonably detailed explanation of the Defect within the Software Warranty Period or Service Warranty Period, as applicable. If Provider is able to reproduce the Defect in Provider’s own operating environment, Provider will use commercially reasonable efforts to promptly correct the Defect or work in good faith with Customer to provide software product or service to Customer with substantially similar functionality. THE FOREGOING SETS FORTH PROVIDER’S SOLE AND EXCLUSIVE REMEDY FOR ANY DEFECTIVE ON-PREMISES SOFTWARE, HOSTED SERVICES, SUPPORT SERVICES AND PROFESSIONAL SERVICES.

(b) Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION 8, THE PROVIDER IP, PROFESSIONAL SERVICES AND SUPPORT SERVICES ARE PROVIDED “AS IS”. CUSTOMER’S USE OF THE PROVIDER IP, PROFESSIONAL SERVICES AND SUPPORT SERVICES IS AT ITS OWN RISK. PROVIDER DOES NOT MAKE, AND PROVIDER HEREBY DISCLAIMS, ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, QUALITY, SUITABILITY, OPERABILITY, CONDITION, SYSTEM INTEGRATION, NON-INTERFERENCE, WORKMANSHIP, TRUTH, ACCURACY (OF DATA OR ANY OTHER INFORMATION OR CONTENT), ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, PROFESSIONAL SERVICES OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. THE EXPRESS WARRANTIES MADE BY PROVIDER IN SECTION 8 ARE FOR THE BENEFIT OF THE CUSTOMER ONLY AND NOT FOR THE BENEFIT OF ANY THIRD PARTY.

NO AGENT OF PROVIDER IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF PROVIDER AS SET FORTH HEREIN. PROVIDER DOES NOT WARRANT THAT: (I) THE USE OF THE PROVIDER IP OR PROFESSIONAL SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE PROVIDER IP, PROFESSIONAL SERVICES OR SUPPORT SERVICES WILL MEET CUSTOMER’S REQUIREMENTS OR EXPECTATIONS; OR (III) THE PROVIDER IP OR PROFESSIONAL SERVICES WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE PROVIDER IP WILL BE CORRECTED.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against direct damages ordered by a court of competent jurisdiction to the extent they result from any third-party claim, suit, action, or proceeding (“**Third-Party Claim**”) that the On-Premises Software or Hosted Services (as applicable), or any use of the On-Premises Software or Hosted Services (as applicable) in accordance with this Agreement, infringes or misappropriates such third party’s copyright, patent or trade secret rights in the country(ies) of Customer’s locations as licensed under the applicable Order Form, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider’s sole discretion, to (A) modify or replace the On-Premises Software or Hosted Services (as applicable), or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with any data, software, hardware, equipment, network, system or technology not provided by Provider or authorized by Provider in writing; (B) modifications or alterations to the On-Premises Software or Hosted Services (as applicable) not made by Provider; (C) Customer’s continued use of the On-Premises Software or Hosted Services (as applicable) after Provider notifies Customer to discontinue use because of an infringement claim; (D) Customer Data; or (E) anything arising out of or related to Section 9(b).

(iv) THE FOREGOING STATES THE ENTIRE LIABILITY OF PROVIDER WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE ON-PREMISES SOFTWARE, HOSTED SERVICES OR OTHERWISE, AND CUSTOMER HEREBY EXPRESSLY WAIVES ANY OTHER LIABILITIES OR OBLIGATIONS OF PROVIDER WITH RESPECT THERETO.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider’s option, defend Provider from and against direct damages ordered by a court of competent jurisdiction to the extent they result from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party’s intellectual property rights or other rights and any Third-Party Claims based on Customer’s or any Authorized User’s (i) negligence or willful misconduct; (ii) use of the On-Premises Software or Hosted Services in a manner not authorized by this Agreement; (iii) use of the On-Premises Software or Hosted Services in combination with data, software, hardware, equipment, network, systems or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the On-Premises Software or Hosted Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the

right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

10. Limitations of Liability.

(a) IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(b) IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING INDEMNIFICATION OBLIGATIONS, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED AT ANY POINT IN TIME THE AMOUNT PAID BY CUSTOMER TO PROVIDER IN THE PRIOR PERIOD TERM RELATED TO THE APPLICABLE ORDER FORM GIVING RISE TO THE CLAIM.

(c) CUSTOMER ACKNOWLEDGES THAT THE TERMS IN THIS SECTION 10 (LIMITATIONS OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.

(a) Term.

The term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until terminated as provided in Section 11(b) below (the "**Term**"). Each Order Form or other Service Addendum shall specify the specific duration for authorized use of the Hosted Services or On-Premises Software, as applicable.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer:
(A) fails to pay any amount when due hereunder, and such failure continues more than three (3)

days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(b) or Section 6;

(ii) 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: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach;

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (B) makes or seeks to make a general assignment for the benefit of its creditors; or (C) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or

(iv) the Parties mutually agree to terminate this Agreement if there has been no Order Form or other Service Addendum in effect for a period of six (6) consecutive months.

(c) Effect of Expiration or Termination. Unless the Parties agree otherwise, termination of this Agreement will terminate each of the Order Forms and other Service Addendum, even if the Order Form or other Service Addendum specifies an expiration date after the effective termination date of this Agreement. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed.

(d) Survival. This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, 11(c) and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related schedules and exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. If there is a conflict between the terms of this Master Software and Services Agreement and the terms of any of its attachments, then this Master Software and Services Agreement will prevail unless the conflicting attachment explicitly specifies the attachment to prevail in case of such a conflict.

(b) Notices. Unless otherwise noted in this Agreement, all notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing

and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall Provider be liable to Customer, 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 any circumstances beyond Provider's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, epidemic or pandemic, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. Provider shall notify Customer of such force majeure within ten (10) days after such occurrence by giving written notice to Customer stating the nature of the event, its anticipated duration, and any action being taken to avoid or minimize its effect. The suspension of performance shall be of no greater scope and no longer duration than is necessary and Provider shall use commercially reasonable efforts to remedy its inability to perform.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. 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 effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Disputes; Mediation; Binding Arbitration; Governing Law; Emergency Relief. All claims and disputes arising under or relating to this Agreement between the Parties that cannot be resolved amongst themselves, shall first be resolved by mediation with written notice to the other Party of its intent to mediate. In the event that mediation does not resolve the dispute within forty-five (45) days of said notice, all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration under the laws of the Province of Ontario unless another location is mutually agreeable to the Parties; provided, however, that a Party may seek any

available legal or equitable remedies from a court of competent jurisdiction with respect to any disputes regarding intellectual property rights or breaches of confidentiality obligations. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in on-premises software and cloud-based web services and shall include a written record of the arbitration hearing. The Parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. Judgment upon the award of arbitration may be entered in any court of competent jurisdiction. The arbitrator shall not have any authority to award non-compensatory, punitive or exemplary damages.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by merger, sale of assets, operation of law or otherwise, without the prior written consent of Provider, which consent may be conditioned on Customer paying any remaining payments due hereunder in full. Any purported assignment or delegation in violation of this Section will be null and void. Provider may assign any of its rights and obligations under this Agreement, without the consent of Customer. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and enures to the benefit of the Parties and their respective permitted successors and assigns. In the event that Customer or its business using the Hosted Services or On-Premises Software is acquired by a third party that is also a customer of Provider, Customer shall continue to pay the Fees in accordance with this Agreement and any applicable Order Form and other Service Addendum unless the Parties mutually agree in writing otherwise, even if the other customer may have more favorable terms than those offered to Customer hereunder.

(h) Export Regulation. The Services utilize software and technology that may be subject to export control laws and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the On-Premises Software or Hosted Services or the underlying software or technology to, or make the On-Premises Software or Hosted Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the On-Premises Software or Hosted Services or the underlying software or technology.

(i) US Government Rights. If the Order Form is provided for a US business entity, each of the software components that constitute the On-Premises Software and Hosted Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" as such term is used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the On-Premises Software and Hosted Services as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(j) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, also Section 2(b), 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 and any other relief that may be available 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.

(k) 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.

(l) Expenses. All costs and expenses incurred in connection with this Agreement and each other agreement, document and instrument contemplated by this Agreement and the transactions contemplated hereby and thereby shall be paid by the Party incurring such costs and expenses.

(m) Attorneys' Fees and Costs. In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, copying costs, electronic discovery costs, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable.

(n) Publicity. Provider may, with Customer's consent, which shall not be unreasonably withheld, conditioned or delayed, (i) issue a press release announcing the relationship between the parties within thirty (30) days after the Effective Date and (ii) use Customer's name or logo in Provider's advertising, promotion, and similar public disclosures with respect to the On-Premises Software and Hosted Services. Provider may disclose the terms of this Agreement or any aspect of the On-Premises Software and Hosted Services (i) as is required to be disclosed by applicable law or for purposes of enforcing the Agreement, (iii) to Provider's business, financial advisers who have a need to know, provided that such business and financial advisers are subject to a written confidentiality agreement reasonably acceptable to Customer, (iii) to legal advisers, such legal advisers to agree to maintain the confidentiality of this Agreement, and (iv) to prospective investors and prospective acquirors of Provider's business, assets or stock solely for such purposes provided that any such investor or acquirer is subject to a written confidentiality agreement.

(o) Non-Solicitation of Employees. Customer agrees that, during the Term of this Agreement, and for a period of one (1) year following the Term, it, directly or indirectly, in any manner whatsoever, will not employ, solicit for or offer employment, or enter into any contract for services with the employees, agents or representatives of Provider without Provider's prior

written consent; provided, however, that the foregoing prohibition shall not preclude the hiring by Customer of any individual who responds to a general solicitation or advertisement, whether in print or electronic form, on job postings and social networking sites. In the event that any of Provider's employees, agents or representatives are employed by or enter into a contract for services (whether as an employee or an independent contractor) with Customer or any Affiliate of Customer in breach of the foregoing sentence, Customer shall, upon demand, pay to Provider a sum equal to six months' basic salary or the fee that was payable by Provider to that employee, agent or representative plus the recruitment costs incurred by Provider in replacing such person by way of compensation for the cost and inconvenience incurred by Provider. The above payment shall not be in lieu of Provider's other remedies at law and in equity.

Schedule A: Open Source and Third Party Licenses

The below list contains the Open Software and Third Party Software which may be used in the On-Premises Software and/or Hosted Services.

Licenses

GPL	libtiff
Commercial License	Zlib
MIT-Style License	WTFPL
MIT	PDFNet commercial license
MS-PL	CC0-1.0
BSD-3-Clause	Kendo UI commercial license
ISC	Microsoft Visual Studio Code License
Microsoft .NET Library License	Mozilla Public v2.0
GPL-3.0+	Kendo UI developer license
Grapecity commercial license	CPOL
Infragistics Commercial License	Libpng
BSD-Style License	IJG

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PROFESSIONAL SERVICES ADDENDUM

This Professional Services Addendum (“Professional Services Addendum”) is by and between the Customer and Provider pursuant to the attached Master Software and Services Agreement by and between the parties (“Agreement”). This Professional Services Addendum is effective as of the Effective Date and is governed by the terms and conditions of the Agreement. Capitalized terms used but not defined herein shall have the meanings accorded to them in the Agreement.

A. Professional Services. Provider shall use commercially reasonable efforts to perform the Professional Services as set forth in applicable mutually executed statements of work. Each statement of work will include, at a minimum: (i) a description of the scope of Professional Services, (ii) any work product or other deliverables to be provided to Customer (each a “**Deliverable**”), (iii) the schedule for the provision of Professional Services, and (iv) the applicable fees and payment terms for such Professional Services. All statements of work shall be deemed part of and subject to this Agreement. If there is any inconsistency between a statement of work and this Agreement, the statement of work shall control with respect to the scope of services, to the extent of the inconsistency. Provider is responsible for delivering and performing only those Professional Services specifically identified in the statements of work. If either Customer or Provider requests a change to the scope of Professional Services described in a statement of work, the Party seeking the change shall propose such change by written notice. Promptly following the other Party’s receipt of the written notice, the Parties shall discuss and agree upon the proposed changes. Provider will prepare a change order document describing the agreed changes to the statement of work and any applicable change in fees and expenses (a “**Change Order**”). Change Orders are not binding unless and until executed by both Parties. Executed Change Orders shall be deemed part of, and subject to, this Agreement. Provider and Customer shall cooperate to enable Provider to perform the Professional Services according to the dates of performance and delivery terms set forth in each statement of work. In addition, Customer shall perform any Customer obligations specified in each statement of work. In the event the Professional Services are not performed in accordance with the terms of the applicable statement of work, Customer shall notify Provider in writing no later than thirty (30) calendar days after performance of the affected Professional Services by Provider, Customer’s notice shall specify the basis for non-compliance with the statement of work and if Provider agrees with the basis for non-compliance, then at Provider’s sole option, Provider shall re-perform the Professional Services at no additional charge to Customer or refund to Customer the applicable fees for the affected Deliverable or Professional Service. THE FOREGOING CONSTITUTES CUSTOMER’S SOLE AND EXCLUSIVE REMEDY AND PROVIDER’S SOLE AND EXCLUSIVE LIABILITY WITH RESPECT TO PERFORMANCE OR NON-PERFORMANCE OF THE PROFESSIONAL SERVICES.

B. Provider Developments. All inventions, works of authorship and developments conceived, created, written, or generated by or on behalf of Provider, whether solely or jointly, including without limitation, in connection with Provider’s performance of the Professional Services hereunder, including (unless otherwise expressly set forth in an applicable statement of work) all Deliverables (“**Provider Developments**”) and all intellectual property rights therein, shall be the sole and exclusive property of Provider. Customer agrees that, except for Customer Confidential Information, to the extent that the ownership of any contribution by Customer or its Authorized

Users or other employees to the creation of the Provider Developments is not, by operation of law or otherwise, vested in Provider, Customer hereby assigns and agrees to assign to Provider all right, title and interest in and to such Provider Developments, including without limitation all the intellectual property rights therein, without the necessity of any further consideration.

C. Further Assurances. To the extent any of the rights, title and interest in and to Provider Developments or intellectual property rights therein cannot be assigned by Customer to Provider, Customer 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. If the foregoing assignment and license are not enforceable, Customer agrees to waive and never assert against Provider those non-assignable and non-licensable rights, title and interest. Customer agrees to execute any documents or take any actions as may reasonably be necessary, or as Provider may reasonably request, to perfect ownership of the Provider Developments. If Customer is unable or unwilling to execute any such document or take any such action, Provider may execute such document and take such action on Customer's behalf as Customer's agent and attorney-in-fact. The foregoing appointment is deemed a power coupled with an interest and is irrevocable.

D. License to Deliverables. Subject to Customer's compliance with this Agreement, Provider hereby grants Customer a limited, non-exclusive, non-transferable license during the License Term or Subscription Term (as applicable) to use the Deliverables solely in connection with Customer's authorized use of the On-Premises Software or Hosted Services. Notwithstanding any other provision of the Agreement, including without limitation this Professional Services Addendum: (i) nothing herein shall be construed to assign or transfer to Customer any intellectual property rights in the proprietary tools, source code samples, templates, libraries, know-how, techniques and expertise ("**Tools**") used by Provider to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer, on the same terms as the Deliverables; and (ii) the term "Deliverables" shall not include the Tools.

IN WITNESS WHEREOF, the Parties hereto have executed this Professional Services Addendum to be coterminous with the underlying Master Software and Services Agreement. BY SIGNING BELOW, THE SIGNATORY REPRESENTS AND WARRANTS THAT THEY HAVE THE CORPORATE POWER AND AUTHORITY TO BIND SUCH ADDITIONAL ENTITIES.

MAINTENANCE AND SUPPORT SERVICES ADDENDUM

This Maintenance and Support Services Addendum (“Maintenance and Support Services Addendum”) is by and between the Customer and Provider pursuant to the attached Master Software and Services Agreement by and between the parties (“Agreement”). This Maintenance and Support Services Addendum is effective as of the Effective Date and is governed by the terms and conditions of the Agreement. Capitalized terms used but not defined herein shall have the meanings accorded to them in the Agreement.

A. **SUPPORT SERVICES:** Provider shall provide the Support Services as described in this Maintenance and Support Services Addendum, or as described in an Order Form or invoice as updated from time to time, or as otherwise indicated by Provider.

B. **FEES:** Customer shall pay fees based on the Order Form signed by both Parties. All fees are due in accordance with Section 4(b) and Section 5(a) of the Agreement.

C. **ADDITIONAL TERMS AND CONDITIONS:** Customer is responsible for compliance by its Authorized Users with the terms and conditions of the Agreement and agrees to make each Authorized User aware of the restrictions set forth in the Agreement and this Maintenance and Support Services Addendum.

IN WITNESS WHEREOF, the Parties hereto have executed this Maintenance and Support Services Addendum to be coterminous with the underlying Master Software and Services Agreement. BY SIGNING BELOW, THE SIGNATORY REPRESENTS AND WARRANTS THAT THEY HAVE THE CORPORATE POWER AND AUTHORITY TO BIND SUCH ADDITIONAL ENTITIES.