

SOFTWARE LICENSE TERMS AND CONDITIONS

These standard terms and conditions (the “**Terms and Conditions**”) shall apply to any purchase or procurement of certain products or services by the legal entity identified as Licensee under the applicable Order Form with Licensor procuring Licensed Software, SaaS and/or Support Services (defined below) (“**Licensee**”) from the legal entity selling such Services and identified as ‘Licensor’ under the applicable Order Form with Licensee (“**Licensor**”). These Terms and Conditions consists of the attached Order Form executed by these parties (including any attachments to such Order Form), and any related agreements previously executed by these parties concerning the specific subject-matter of the Order Form. Unless otherwise specifically agreed upon in writing by Licensor and Licensee, these Terms and Conditions shall apply to any Licensed Software, SaaS and/or Support Services provided to Licensee by any affiliate or subsidiary of Licensor. In the event of a conflict between the provisions of these Terms and Conditions, the Order Form, an attachment to the Order Form, or any related agreements previously executed between these parties the following order of precedence shall apply: (a) the Order Form; (b) these Terms and Conditions; (c) an attachment to the Order Form; (d) any related agreements previously executed between these parties. Unless otherwise specifically set forth in the Order Form, upon any conflict with the terms of any Licensee terms and conditions, including, without limitation, pricing, the terms of the Order Form shall control.

ARTICLE 1 DEFINITIONS. The following terms will have the meanings set forth in this Article 1 when used in these Terms and Conditions.

1. “**Aggregated Data**” means data, which is based on or derived from Licensee Data and which has been aggregated and de-identified in a manner that does not designate or identify Licensee or its Authorized Users as the source of the data.
2. “**Authorized Users**” means those employees, consultants, or agents of Licensee, or certain other third parties to the extent expressly identified in the Order Form, who will be authorized by Licensee to have access to and/or use the Services on behalf of Licensee as set forth in the Order Form, and are subject to the terms of these Terms and Conditions. Licensee shall be liable for any Authorized User’s violation of these Terms and Conditions.
3. “**Confidential Information**” is defined in Article 6 below.
4. “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.
5. “**Licensed Software**” means software that Licensor provides for Licensee’s use. For the avoidance of doubt, Licensed Software does not include SaaS, though Licensed Software may interface with SaaS.
6. “**Licensee Data**” means information, in any form, format, or media, accessed or otherwise processed by Licensor in connection with performance of the Services, including, without limitation all Personal Data and Confidential Information, whether such information is that of Licensee or any Authorized User.
7. “**Personal Data**” means information which, alone or in combination with other personal information, can be used to distinguish or trace a specific individual. Personal Data includes individual names, social security numbers, telephone numbers, home addresses, driver’s license numbers, account numbers, email addresses, and vehicle registration numbers.

8. **“SaaS”** means a software-as-a-service where Licensor hosts (directly or indirectly) for Licensee’s use. For the avoidance of doubt, SaaS does not include Licensed Software.
9. **“Services”** shall mean Licensed Software, SaaS, and Support Services collectively, as applicable.
10. **“Specifications”** refers to such technical and functional specifications for Licensed Software and/or SaaS as are included or referenced in the Order Form.
11. **“Support Services”** refers to maintenance support for the Licensed Software and/or SaaS.
12. **“Order Form”** means an addendum addressing acquisition of a specific set of Services executed by authorized representatives of each party. References the Order Form include any attachments to the Order Form, except where these Terms and Conditions specifically addresses attachments separately.

ARTICLE 2 SERVICES AND FEES.

1. Description of Services. Licensee will order Services from Licensor as documented in the Order Form.
2. Fees. Licensee shall pay Licensor the fees and charges (**“Fees”**) set forth in, and in accordance with, the Order Form. Fees are non-cancelable and non-refundable.
3. Payment Term. Any payment not received from Licensor by the payment due date within will accrue simple 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. In addition, without limiting its other rights or liabilities, if any undisputed amount is owing by Licensee, Licensor may (a) terminate the Order Form; (b) accelerate Licensee’s unpaid fee obligations under the Order Form; or (c) suspend the applicable Services until all undisputed overdue amounts are paid in full. Notwithstanding the foregoing, payment subject to a good faith dispute pursuant to Article 2.4 will not accrue late charges.
4. Disputed Payments. Licensee may dispute part or the entirety of an invoice by: (a) providing written notice to Licensor of such dispute within ten (10) days of invoice receipt; (b) providing a reasonably detailed description of the dispute, at least sufficient to allow Licensor to analyze the dispute, as part of the written notice; (c) only submitting such dispute in good faith; (d) paying all undisputed amounts when due; and (e) paying all disputed amounts promptly after resolution of such dispute.
5. Taxes. All Fees are exclusive of any sales or use taxes, value added tax, goods or services tax, or any and all similar taxes or legally imposed fees, duties or contributions based on such amounts payable, all of which shall be the sole responsibility of Licensee whether due now or subsequently imposed by any jurisdiction. Licensee is not responsible for any taxes based upon the net income of Licensor or its employees unless agreed to elsewhere in these Terms and Conditions or the Order Form.
6. Withholding Tax. Any taxes that are required to be withheld from the Services provided under these Terms and Conditions shall be withheld.

ARTICLE 3 INTELLECTUAL PROPERTY.

1. Reservation of Rights. Licensee hereby recognizes that Licensor retains all Intellectual Property Rights in the Services, including without limitation, all corrections, modifications and other derivative works to the

Services developed by Licensee. All Intellectual Property Rights in any work arising from or created, produced or developed by Licensor, whether alone or jointly with others, under or in the course of these Terms and Conditions, will immediately upon creation or performance vest absolutely in and will be and remain the property of Licensor, and Licensee will not acquire any right, title or interest in and to the same.

2. Licensee Rights. Licensee is and will remain the exclusive owner of all right, title and interest in and to Licensee Confidential Information, including, without limitation, any Intellectual Property Rights relating thereto. Licensor shall not acquire any rights in Licensee Confidential Information except for those limited rights expressly specified in these Terms and Conditions, including, without limitation, the right to access Authorized User accounts and Licensee Confidential Information to deliver Services, respond to technical problems, and to otherwise perform its obligations under these Terms and Conditions. For certainty, nothing in these Terms and Conditions will be deemed to grant to Licensor any ownership interests in any of Licensee's Intellectual Property Rights.
3. Licensee Input. Licensor will have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, license to use or incorporate into the Services any suggestions, enhancements, requests, recommendations or other feedback provided by Licensee.
4. Marks. Except as otherwise set forth in these Terms and Conditions, nothing contained herein shall grant to either party any right, title or interest in the other party's marks.
5. Aggregated Data. Licensee hereby grants to Licensor a perpetual, irrevocable, worldwide, royalty-free, sublicensable, non-exclusive license to create, process, reproduce, store, display, modify, translate, create derivative works from, make available and otherwise use Aggregated Data in connection with developing, providing, maintaining, supporting or improving Licensor's current and future products and services, as they may be provided to Licensee or other customers of Licensor, or for any other lawful purpose.

ARTICLE 4 USE RIGHTS.

Licensor hereby grants to Licensee a non-exclusive, non-transferable license use the Licensed Software and/or SaaS for its internal business purposes during the term of the Order Form. Licensee shall not sell, lease, assign, sublicense or otherwise transfer or disclose the Licensed Software and/or SaaS in whole or in part, to any third party. Licensee shall not copy the Licensed Software and/or SaaS in whole or in part, except as reasonably necessary for archival back-up purposes and for Licensee's internal modification and use of the Licensed Software and/or SaaS as permitted under these Terms and Conditions. All copies of the Licensed Software and/or SaaS must contain all proprietary marks, legends and copyright notices that appear on the original copies delivered to Licensee by Licensor. In connection with the limited license granted under the Order Form, Licensor may from time to time provide updates, upgrades, new releases, replacements, modifications and/or patches or fixes to the Licensed Software and/or SaaS, in its discretion, deems necessary or appropriate, on the condition that such changes do not materially decrease the functionality or features of the Licensed Software and/or SaaS, or violate any SLA (defined below). Any such update, upgrade, release, replacement, modification, patch or fix to the Licensed Software and/or SaaS will be considered part of the Licensed Software and/or SaaS and subject to the terms of these Terms and Conditions (unless these Terms and Conditions is superseded by a further agreement accompanying such update, upgrade, release, replacement, modification, patch or fix to the Licensed Software and/or SaaS).

ARTICLE 5 SUPPORT SERVICES.

If set forth in the Order Form, Licensor shall provide Licensee with Support Services in accordance with an applicable service level agreement (“SLA”), incorporated as an exhibit to the Order Form. If Licensor fails to provide the Services in accordance with the applicable SLA, the SLA outlines potential remedies for the Licensee. Licensor shall have no obligation to provide such Support Services if there is a material defect in the Licensed Software or SaaS caused by malfunction of non-Licensor hardware or software, by modification of the Licensed Software and/or SaaS not made by Licensor, by operator error, or by use of the Licensed Software and/or SaaS that is not in accordance with any Licensor documentation. Licensor shall have no obligation to provide Support Services to any non-Authorized User. THE TERMS OF THE SLA SETS FORTH LICENSOR’S ENTIRE OBLIGATION AND LIABILITY FOR BREACH OF THE WARRANTY SET FORTH IN THIS ARTICLE 5.

ARTICLE 6 CONFIDENTIALITY.

1. **Definition.** For purposes of these Terms and Conditions, “Confidential Information” refers to the following items one party to these Terms and Conditions discloses (the “**Discloser**”) to the other party (the “**Recipient**”) under these Terms and Conditions: (a) the terms and conditions of these Terms and Conditions and the Order Form; (b) information relating to a party’s business, customers, financial condition, or operations; (c) a party’s information technology systems, documents and intellectual property; (d) any other information, whether in a tangible medium or oral and marked or clearly identified by a party as confidential or proprietary at the time of disclosure; and (e) any other nonpublic, sensitive information, including Personal Data.
2. **Exceptions.** Confidential Information does not include information that: (a) is known to the Recipient prior to its first receipt of such information from the Discloser; (b) is or becomes generally known to the public other than as a result of an unauthorized disclosure by Recipient; (c) is independently developed by the Recipient without access to or use of the Confidential Information; or (d) is approved for release by the Discloser.
3. **Nondisclosure.** Recipient will not use Confidential Information for any purpose other than pursuant to these Terms and Conditions. Recipient: (a) will not disclose Confidential Information to any third party, except employees, contractors and service providers of Recipient who reasonably needs access for such purpose and is subject to a nondisclosure agreement with Recipient with terms no less restrictive than those of these Terms and Conditions; and (b) will not disclose Confidential Information to any other third party without Discloser’s prior written consent. Without limiting the generality of the foregoing, Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient will promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient’s attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient will give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser’s expense.
4. **Retention of Rights.** These Terms and Conditions does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.
5. **Return of Confidential Information.** Upon termination of these Terms and Conditions, Recipient will return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.
6. **Data Security.** In addition to, the foregoing confidentiality obligations, Licensor agrees that it will maintain

appropriate technical and organizational measures intended to comply with industry standard practices and all applicable laws and regulations, including without limitation all applicable laws and regulations relating to privacy, security, and with respect to the use, processing, handling, security, storage, and disclosure of Personal Data under these Terms and Conditions. In addition, Licensor shall provide its Services in accordance with generally recognized information security practices, guidelines, or requirements. Upon reasonable written request by Licensee, Licensor shall make available to Licensee its most recent Customer Data Security Statement and/or its Privacy Policies.

7. Security Incident. In the event of unauthorized disclosure of Personal Data in Licensor's possession resulting from a security incident, Licensor shall, after Licensor first becomes aware of such occurrence: (a) promptly notify Licensee of the incident; and (b) reasonably cooperate with Licensee to investigate the incident.

ARTICLE 7 REPRESENTATIONS & WARRANTIES.

1. Right to Contract & Disclose. Each party represents and warrants that (a) it has the legal power to enter into these Terms and Conditions; (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; and (c) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other party to perform fully its respective obligations hereunder.
2. Compliance with Laws. Each party's business and performance under these Terms and Conditions is and will be in compliance with all applicable international, federal, state, and local laws and government rules and regulations.
3. Licensed Software Warranties. Licensor warrants that the Licensed Software shall perform substantially in accordance with the technical specifications and general industry standards for sixty (60) days following delivery (the "**Warranty Period**"). If Licensee believes there has been a breach of warranty it must notify Licensor in writing within the Warranty Period describing the issue in sufficient detail. In the event of breach of the warranty in this Article 7.3, Licensee's sole remedy shall be, at Licensor's discretion: (a) Licensor shall repair the Licensed Software; (b) replace the Licensed Software with software of substantially similar functionality; or (c) terminate the Order Form and refund Licensee applicable Fees paid to Licensor by Licensee for the Licensed Software not in compliance with this warranty.
4. SaaS Warranties. Licensor warrants that: (a) it has a right to grant a license to use the SaaS in accordance with the terms of these Terms and Conditions; (b) the SaaS will be delivered in a workmanlike manner in accordance with industry standards; and (c) the SaaS will perform substantially in accordance with the technical specifications during the term of the Order Form. If Licensee believes there has been a breach of warranty it must notify Licensor in writing within the term of the Order Form describing the issue in sufficient detail. In the event of breach of the warranty in this Article 7.4, Licensee's sole remedy shall be, at Licensor's discretion: (i) Licensor shall repair the SaaS; (ii) replace the SaaS with software of substantially similar functionality; or (iii) terminate the Order Form and refund Licensee applicable Fees paid to Licensor by Licensee for the SaaS not in compliance with this warranty.
5. Disclaimer. EXCEPT FOR THE WARRANTIES SPECIFICALLY STATED HEREIN, ALL SAAS AND LICENSED SOFTWARE ARE PROVIDED "AS-IS," AND LICENSOR HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH,

AVAILABILITY, ACCURACY OR COMPLETENESS OF ANY SAAS OR LICENSED SOFTWARE OR ANY CONTENT THEREIN OR GENERATED THEREWITH, OR THAT: (A) THE USE OF ANY SAAS OR LICENSED SOFTWARE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE; (B) THE SAAS OR LICENSED SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM, OR DATA; (C) THE SAAS OR LICENSED SOFTWARE S (OR ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SAAS OR LICENSED SOFTWARE) WILL MEET LICENSEE'S REQUIREMENTS OR EXPECTATIONS); (D) ANY STORED DATA WILL BE ACCURATE OR RELIABLE OR THAT ANY STORED DATA WILL NOT BE LOST OR CORRUPTED; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) SAAS OR LICENSED SOFTWARE (OR ANY SERVER(S) THAT MAKE THE SERVICES AVAILABLE) ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

ARTICLE 8 INDEMNIFICATION.

1. Licensee Indemnification. Licensee shall defend, indemnify and hold Licensor and its affiliates, trustees, officers, employees, agents and volunteers, harmless from any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgements, fines, penalties, costs or expenses (including reasonable attorney's fees) in connection with third party claims, demands, suits or proceedings made or brought against Licensor based on: (a) Licensee's use of the Services in violation of any local, state, federal or foreign law applicable to Licensee's use of the Services or in a way that damages a third party; or (b) any Licensee Confidential Information infringing Intellectual Property Rights of any third party.
2. Licensor Indemnification. Licensor will defend, at its expense, any action brought against Licensee to the extent that it is based on a third party claim that the use of the Services directly infringes any U.S. copyright or misappropriates any trade secret recognized under U.S. law, and Licensor will indemnify Licensee from any costs, damages and fees finally awarded against Licensee in such action which are attributable to such claim. Licensee agrees to notify Licensor promptly in writing of any claim, to permit Licensor to defend, compromise or settle the claim and to provide all available information and reasonable assistance regarding such claim.

Should any Services become, or in Licensor's opinion be likely to become, the subject of a claim for infringement, Licensor may: (a) procure for Licensee, at no cost to Licensee, the right to continue to use the Services; (b) replace or modify the Services at no cost to Licensee, to make such non-infringing, provided that the replacement or modified Services provides substantially similar function and performance; or (c) if neither (a) or (b) are practical, terminate the right to use such Services.

Licensor shall have no liability for any claim based upon: (i) the combination, operation or use of any Services with equipment, devices or software not supplied or specified by Licensor; (ii) the alteration or modification of any Services that was not made by Licensor; or (iii) the failure by Licensee to use a supported version of the Services after it has been made available to Licensee. This Article 8.2 states the entire liability of Licensor with respect to infringement of any third party Intellectual Property Rights by the Services and Licensor shall have no additional liability with respect to any alleged or proven infringement.

Licensee shall promptly notify Licensor in writing upon its discovery of any unauthorized use or infringement of the Services, Confidential Information, or Licensor's Intellectual Property Rights with respect thereto.

Licensor shall have the sole and exclusive right to bring an infringement action or proceeding against any

infringing third party, and, in the event that Licensor brings such an action or proceeding, Licensee shall cooperate and provide full information and reasonable assistance to Licensor and its counsel in connection with any such action or proceeding.

ARTICLE 9 LIMITATION OF LIABILITY.

EXCEPT FOR (A) THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION OBLIGATIONS, OR (B) NONPAYMENT OF FEES DUE AND PAYABLE BY LICENSEE UNDER THESE TERMS AND CONDITIONS, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY THE LICENSEE TO LICENSOR UNDER THE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 10 TERM AND TERMINATION.

1. Term. The terms and conditions of these Terms and Conditions will continue in full force and effect to the extent necessary to give effect to the Order Form.
2. Renewal of Order Form. Unless otherwise set forth in the Order Form, the Order Form shall automatically renew for a term of the same length as the Order Form's initial term, unless either party provides written notice of intent not to renew no later than one hundred twenty (120) days prior to the expiration of the Order Form's then current term. In the event that the Order Form is automatically renewed as set forth in this Article 10.2, unless otherwise set forth therein, Licensor may increase Fees no more than once per annum.
3. Termination for Breach. In the event of any material breach, the non-breaching party may terminate the Order Form by giving thirty (30) days prior written notice to the other party; provided, however, the Order Form shall not terminate if the other party has cured the breach prior to the expiration of such thirty (30) day period.
4. Termination for Insolvency. Either party may terminate the Order Form for cause by providing written notice, without opportunity to cure, in the event that: (a) the other party fails to function as a going concern; (b) a receiver, trustee, or other custodian for the other party or its assets is appointed, applied for, or consented to; (c) the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course; (d) the other party makes an assignment for the benefit of creditors; (e) the other party is liquidated or dissolved; or (f) any proceedings are commenced by or against the other party under any bankruptcy, insolvency, or debtor's relief law and not dismissed within sixty (60) days.
5. Effect of Termination. Upon termination of the Order Form, Licensee shall return to Licensor all copies of the Services, Confidential Information, documentation and all other tangible materials related to the Services, including without limitation, all modifications and derivative works thereof. Unless otherwise set forth in the Order Form, upon Licensor's termination due to a material breach by Licensee, (a) Licensee shall pay Licensor all Fees due through the end of the Order Form's term; (b) all rights granted with respect

to the Services will immediately terminate; and (c) Licensee will delete or transfer to Licensor any Licensor Confidential Information, as provided hereunder. Upon termination, where Licensor is the breaching party, Licensor will (i) refund any unearned Fees paid by Licensee prior to the effective date of termination; and (ii) delete or transfer to Licensee any Licensee Confidential Information, as provided hereunder.

6. Survival. Articles concerning the parties' rights and obligations that by the content of the section operate after termination or that are necessary to enforce any right will survive termination the Order Form.

ARTICLE 11 GENERAL TERMS.

1. Force Majeure. Neither party shall be deemed in breach of these Terms and Conditions to the extent that performance of their obligations (other than Licensee's payment obligations) or attempts to cure any breach are delayed or prevented by reason of any Force Majeure event, regardless of whether such event was foreseeable. Force Majeure events shall include: acts of God, fire, natural disaster, outbreak, epidemic, public health emergency, accident, act of government, shortages of materials or supplies, and any and all events beyond the reasonable control of such party, provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure.
2. Equitable Remedies. Nothing herein shall prohibit either party from seeking a temporary restraining order, preliminary injunction, or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage; and nothing herein shall prevent Licensor from bringing and pursuing legal action to specifically remedy any breach or threatened breach of any obligation hereunder by Licensee involving Licensor's Intellectual Property Rights or Confidential Information.
3. Non-Solicitation. Licensee shall not hire, employ, or contract for services, attempt to hire, employ or contract for services, directly or indirectly through a third party, any current employee of Licensor without prior written consent, for a minimum time period of twelve (12) months after termination or expiration of these Terms and Conditions.

Licensee may hire, employ or contract for services any previously employed employee or agent of Licensor so long as said employee or agent has been separated from such relationship for at least twelve (12) months from the date of such employees' separation. Notwithstanding the foregoing, Licensee shall be permitted to hire, employ or contract for services an employee as a result of a general advertisement for employment.

4. Waiver. Neither party will be deemed to have waived any of its rights under these Terms and Conditions by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of these Terms and Conditions will constitute a waiver of any other breach of these Terms and Conditions.
5. Notices. Notices shall be addressed to that party at its address as set out in the Order Form (or to other such address as notified to the other party in writing in accordance with these Terms and Conditions). Wherever one party is required or permitted to give notice to the other pursuant to these Terms and Conditions, such notice shall be deemed given when delivered in hand, when mailed by registered or certified mail, return receipt requested, postage prepaid, or when sent by a third party courier service where receipt is verified by the receiving party's acknowledgment.
6. Interpretation. These Terms and Conditions will be construed as a whole according to the fair meaning of

its language and, regardless of who is responsible for its original drafting, will not be construed for or against either party.

7. Severability. If a court of competent jurisdiction rules that a provision of these Terms and Conditions is unenforceable, such provision will be deemed modified to the extent necessary to make it enforceable, and the remaining provisions of these Terms and Conditions will continue in full force and effect.
8. Independent Contractors. Nothing contained herein or done in pursuance of these Terms and Conditions shall constitute either party the agent, partner or joint venture of the other for any purpose or in any sense whatsoever.
9. No Third Party Beneficiaries. There are no third-party beneficiaries to these Terms and Conditions.
10. Section Titles. Section titles or references used in these Terms and Conditions shall be without substantive meaning or content of any kind and are not a part of the agreements among the Parties evidenced hereby.
11. Governing Law and Venue. These Terms and Conditions and all matters arising out of or relating to these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Delaware, except for its conflict of law provisions, which shall not apply. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to these Terms and Conditions. All such disputes will be brought and decided in a court of law in the State of Delaware.
12. Assignment. Licensee shall not assign its rights or delegate its obligations under these Terms and Conditions without the prior written consent of Licensor except that Licensee may assign any right or obligation set forth in these Terms and Conditions to a successor entity in the event of a merger, consolidation or sale of Licensee's business or all or substantially all of Licensee's stock or assets, provided the assignee agrees in writing to assume all of Licensee's obligations and obligations under these Terms and Conditions. Any attempted assignment in violation hereof shall be void and of no force or effect. Licensor may assign its rights and delegate its duties hereunder at any time without the consent of Licensee.
13. Entire Agreement; Modification. These Terms and Conditions together with the Order Form constitutes the complete agreement between the parties and supersedes all prior, conflicting agreements or representations, written or oral, concerning the subject matter of these Terms and Conditions and such additional documents. These Terms and Conditions and/or the Order Form may not be modified or amended except in writing signed by both parties.
14. Export Controls. Each party agrees that it will individually obtain any export licenses that may be required under applicable laws prior to any export or re-export of goods or information provided under these Terms and Conditions.
15. Counterparts. The Order Form may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.
16. Electronic Signatures. Signature pages may be signed manually or electronically, and may be transmitted by facsimile or another secure mode of transmission. Electronic signatures and electronically transmitted signatures shall have the same legal effect as an original.

PROFESSIONAL SERVICES TERMS AND CONDITIONS

These standard terms and conditions (the "**Terms and Conditions**") shall apply to any purchase or procurement of

certain product or services by the legal entity identified as Licensee under the applicable Order Form with Licensor procuring Professional Services (defined below) (“**Licensee**”) from the legal entity selling such Services and identified as ‘Licensor’ under the applicable Order Form with Licensee (“**Licensor**”). These Terms and Conditions consists of the attached Order Form executed by these parties (including any attachments to such Order Form), and any related agreements previously executed by these parties concerning the specific subject-matter of the Order Form. Unless otherwise specifically agreed upon in writing by Licensor and Licensee, these Terms and Conditions shall apply to any Professional Services provided to Licensee by any affiliate or subsidiary of Licensor. In the event of a conflict between the provisions of these Terms and Conditions, the Order Form, an attachment to the Order Form, or any related agreements previously executed between these parties the following order of precedence shall apply: (a) the Order Form; (b) these Terms and Conditions; (c) an attachment to the Order Form; (d) any related agreements previously executed between these parties. Unless otherwise specifically set forth in the Order Form, upon any conflict with the terms of any Licensee terms and conditions, including, without limitation, pricing, the terms of the Order Forms shall control.

ARTICLE 1 DEFINITIONS. The following terms will have the meanings set forth in this Article 1 when used in these Terms and Conditions.

1. “**Confidential Information**” is defined in Article 4 below.
2. “**Deliverable**” means deliverables to be created, developed and delivered by Licensor pursuant to the Order Form.
3. “**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.
4. “**Professional Services**” or “**Services**” means implementation, training, configuration, migration, consulting and/or professional services provided by Licensor to Licensee pursuant to the Order Form.
5. “**Order Form**” means an addendum addressing acquisition of a specific set of Services executed by authorized representatives of each party. References the Order Form include any attachments to the Order Form, except where these Terms and Conditions specifically addresses attachments separately.

ARTICLE 2 SERVICES AND FEES.

1. Description of Services. All Professional Services to be performed and Deliverables to be developed by Licensor shall be described in the Order Form.
2. Licensee Obligations. Licensee acknowledges and agrees that performance of Professional Services is heavily dependent upon information and responses to be provided by Licensee. Accordingly, in addition to any specific responsibilities set out in the Order Form, Licensee shall: (a) provide the appropriate and necessary resources, and timely and accurate information and documentation, as reasonably required by Licensor, to allow Licensor to perform the Professional Services and develop the Deliverables; (b) carry out reviews and respond to requests for approval and information on a timely basis; (c) ensure that Licensor has available to them personnel familiar with Licensee’s requirements and with the expertise necessary to permit Licensor to undertake and complete the Professional Services; and (d) Licensee shall make available to Licensor all equipment, material, information, data, network access and/or facilities that Licensor may reasonably require to carry out its obligations under the Order Form. Licensee acknowledges that any delay on its part in the performance of its obligations may have an impact on Licensor’s performance of its

activities under the Order Form and Licensor shall not be liable for any delay to the extent caused by Licensee's failure to fulfill any of its material requirements under the Agreement or any Order Form.

3. Project Manager. Licensee will designate a "Project Manager", if applicable under the Order Form, as the primary point of contact for Licensee for matter relating to the provision of the Professional Services and development of the Deliverables.
4. Fees. Licensee shall pay Licensor the fees and charges ("**Fees**") set forth in, and in accordance with, the Order Form. Fees are non-cancelable and non-refundable.
5. Payment Term. Any payment not received from Licensor by the payment due date within will accrue simple 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. In addition, without limiting its other rights or liabilities, if any undisputed amount is owing by Licensee, Licensor may (a) terminate the Order Form; (b) accelerate Licensee's unpaid fee obligations under the Order Form; or (c) suspend the applicable Services until all undisputed overdue amounts are paid in full. Notwithstanding the foregoing, payment subject to a good faith dispute pursuant to Article 2.6 will not accrue late charges.
6. Disputed Payments. Licensee may dispute part or the entirety of an invoice by: (a) providing written notice to Licensor of such dispute within ten (10) days of invoice receipt; (b) providing a reasonably detailed description of the dispute, at least sufficient to allow Licensor to analyze the dispute, as part of the written notice; (c) only submitting such dispute in good faith; (d) paying all undisputed amounts when due; and (e) paying all disputed amounts promptly after resolution of such dispute.
7. Travel Expenses. Subject to Licensor's Travel and Expense Policy, Licensee will reimburse Licensor for documented travel costs, including cancellation fees, and expenses incurred by Licensor employees and contractors involved in the provision of the Professional Services. Licensor's Travel and Expense Policy is available to Licensee upon request.
8. Taxes. All Fees are exclusive of any sales or use taxes, value added tax, goods or services tax, or any and all similar taxes or legally imposed fees, duties or contributions based on such amounts payable, all of which shall be the sole responsibility of Licensee whether due now or subsequently imposed by any jurisdiction. Licensee is not responsible for any taxes based upon the net income of Licensor or its employees unless agreed to elsewhere in these Terms and Conditions or the Order Form.
9. Withholding Tax. Any taxes that are required to be withheld from the Services provided under these Terms and Conditions shall be withheld.

ARTICLE 3 INTELLECTUAL PROPERTY.

1. Reservation of Rights. Licensee hereby recognizes that Licensor retains all Intellectual Property Rights in the Services, including without limitation, all corrections, modifications and other derivative works to the Services developed by Licensee. All Intellectual Property Rights in any work arising from or created, produced or developed by Licensor, whether alone or jointly with others, under or in the course of these Terms and Conditions, will immediately upon creation or performance vest absolutely in and will be and remain the property of Licensor, and Licensee will not acquire any right, title or interest in and to the same. Notwithstanding the foregoing, the parties acknowledge they may agree to modify the ownership of Deliverables prepared or created by Licensor in the course of performing Professional Services under the Order Form in said document, and in the event of a conflict between such terms and these Terms and

Conditions, the terms of the Order Form shall apply.

2. Licensee Rights. Licensee is and will remain the exclusive owner of all right, title and interest in and to Licensee Confidential Information, including, without limitation, any Intellectual Property Rights relating thereto. Licensor shall not acquire any rights in Licensee Confidential Information except for those limited rights expressly specified in these Terms and Conditions. For certainty, nothing in these Terms and Conditions will be deemed to grant to Licensor any ownership interests in any of Licensee's Intellectual Property Rights.
3. Licensee Input. Licensor will have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, license to use or incorporate into the Services any suggestions, enhancements, requests, recommendations or other feedback provided by Licensee.
4. Marks. Except as otherwise set forth in these Terms and Conditions, nothing contained herein shall grant to either party any right, title or interest in the other party's marks.

ARTICLE 4 CONFIDENTIALITY.

1. Definition. For purposes of these Terms and Conditions, "Confidential Information" refers to the following items one party to these Terms and Conditions discloses (the "**Discloser**") to the other party (the "**Recipient**") under these Terms and Conditions: (a) the terms and conditions of these Terms and Conditions and the Order Form; (b) information relating to a party's business, customers, financial condition, or operations; (c) a party's information technology systems, documents and intellectual property; (d) any other information, whether in a tangible medium or oral and marked or clearly identified by a party as confidential or proprietary at the time of disclosure; and (e) any other nonpublic, sensitive information.
2. Exceptions. Confidential Information does not include information that: (a) is known to the Recipient prior to its first receipt of such information from the Discloser; (b) is or becomes generally known to the public other than as a result of an unauthorized disclosure by Recipient; (c) is independently developed by the Recipient without access to or use of the Confidential Information; or (d) is approved for release by the Discloser.
3. Nondisclosure. Recipient will not use Confidential Information for any purpose other than pursuant to these Terms and Conditions. Recipient: (a) will not disclose Confidential Information to any third party, except employees, contractors and service providers of Recipient who reasonably needs access for such purpose and is subject to a nondisclosure agreement with Recipient with terms no less restrictive than those of these Terms and Conditions; and (b) will not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, Recipient will protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient will promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient will give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.
4. Retention of Rights. These Terms and Conditions does not transfer ownership of Confidential Information or grant a license thereto. Discloser will retain all right, title, and interest in and to all Confidential Information.

5. Return of Confidential Information. Upon termination of these Terms and Conditions, Recipient will return all copies of Confidential Information to Discloser or certify, in writing, the destruction thereof.

ARTICLE 5 REPRESENTATIONS & WARRANTIES.

1. Right to Contract & Disclose. Each party represents and warrants that (a) it has the legal power to enter into these Terms and Conditions; (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; and (c) it is not a party to any agreement with a third party, the performance of which is reasonably likely to affect adversely its ability or the ability of the other party to perform fully its respective obligations hereunder.
2. Compliance with Laws. Each party's business and performance under these Terms and Conditions is and will be in compliance with all applicable international, federal, state, and local laws and government rules and regulations.
3. Licensor Warranty. Licensor shall perform Professional Services and Deliverables in a reasonable, professional and workmanlike manner in keeping with industry standards and practices. Licensor shall be entitled, in its sole discretion, to determine the method and means for performing the Professional Services and Deliverables. If during the term of Order Form, Licensor receives written notice from Licensee of a defect with the performance of the Professional Services and/or Deliverables, Licensor will promptly re-perform the relevant Professional Services and/or Deliverables for no additional fee.
4. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH IN THIS ARTICLE 5, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, AND EACH PARTY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6 INDEMNIFICATION.

1. Licensee Indemnification. Licensee shall defend, indemnify and hold Licensor and its affiliates, trustees, officers, employees, agents and volunteers, harmless from any and all liabilities, claims, damages, obligations, actions, lawsuits, losses, judgements, fines, penalties, costs or expenses (including reasonable attorney's fees) in connection with third party claims, demands, suits or proceedings made or brought against Licensor based on: (a) Licensee's use of the Services in violation of any local, state, federal or foreign law applicable to Licensee's use of the Services or in a way that damages a third party; or (b) any Licensee Confidential Information infringing Intellectual Property Rights of any third party.
2. Licensor Indemnification. Licensor will defend, at its expense, any action brought against Licensee to the extent that it is based on a third party claim that the use of the Services directly infringes any U.S. copyright or misappropriates any trade secret recognized under U.S. law, and Licensor will indemnify Licensee from any costs, damages and fees finally awarded against Licensee in such action which are attributable to such claim. Licensee agrees to notify Licensor promptly in writing of any claim, to permit Licensor to defend, compromise or settle the claim and to provide all available information and reasonable assistance regarding such claim.

Should any Services become, or in Licensor's opinion be likely to become, the subject of a claim for infringement, Licensor may: (a) procure for Licensee, at no cost to Licensee, the right to continue to use the Services; (b) replace or modify the Services at no cost to Licensee, to make such non-infringing, provided that the replacement or

modified Services provides substantially similar function and performance; or (c) if neither (a) or (b) are practical, terminate the right to use such Services.

Licensor shall have no liability for any claim based upon: (i) the combination, operation or use of any Services with equipment, devices or software not supplied or specified by Licensor; (ii) the alteration or modification of any Services that was not made by Licensor; or (iii) the failure by Licensee to use a supported version of the Services after it has been made available to Licensee. This Article 6.2 states the entire liability of Licensor with respect to infringement of any third party Intellectual Property Rights by the Services and Licensor shall have no additional liability with respect to any alleged or proven infringement.

Licensee shall promptly notify Licensor in writing upon its discovery of any unauthorized use or infringement of the Services, Confidential Information, or Licensor's Intellectual Property Rights with respect thereto.

Licensor shall have the sole and exclusive right to bring an infringement action or proceeding against any infringing third party, and, in the event that Licensor brings such an action or proceeding, Licensee shall cooperate and provide full information and reasonable assistance to Licensor and its counsel in connection with any such action or proceeding.

ARTICLE 7 LIMITATION OF LIABILITY.

EXCEPT FOR (A) THIRD PARTY CLAIMS COVERED BY THE INDEMNIFICATION OBLIGATIONS, OR (B) NONPAYMENT OF FEES DUE AND PAYABLE BY LICENSEE UNDER THESE TERMS AND CONDITIONS, EACH PARTY'S AGGREGATE LIABILITY ARISING OUT OF THESE TERMS AND CONDITIONS SHALL BE LIMITED TO THE AMOUNT PAID OR PAYABLE BY THE LICENSEE TO LICENSOR UNDER THE ORDER FORM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY OTHER ENTITY FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

ARTICLE 8 TERM AND TERMINATION.

1. Term. The terms and conditions of these Terms and Conditions will continue in full force and effect to the extent necessary to give effect to the active Order Form.
2. Renewal of Order Form. Unless otherwise set forth in the Order Form, the Order Form shall automatically renew for a term of the same length as the Order Form's initial term, unless either party provides written notice of intent not to renew no later than one hundred twenty (120) days prior to the expiration of the Order Form's then current term. In the event that the Order Form is automatically renewed as set forth in this Article 8.2, unless otherwise set forth therein, Licensor may increase Fees no more than once per annum.
3. Termination for Breach. In the event of any material breach, the non-breaching party may terminate the Order Form by giving thirty (30) days prior written notice to the other party; provided, however, the Order Form shall not terminate if the other party has cured the breach prior to the expiration of such thirty (30) day period.

4. Termination for Insolvency. Either party may terminate the Order Form for cause by providing written notice, without opportunity to cure, in the event that: (a) the other party fails to function as a going concern; (b) a receiver, trustee, or other custodian for the other party or its assets is appointed, applied for, or consented to; (c) the other party becomes insolvent or unable to pay its debts as they mature in the ordinary course; (d) the other party makes an assignment for the benefit of creditors; (e) the other party is liquidated or dissolved; or (f) any proceedings are commenced by or against the other party under any bankruptcy, insolvency, or debtor's relief law and not dismissed within sixty (60) days.
5. Effect of Termination. Upon termination of the Order Form, Licensee shall return to Licensor all copies of the Services, Confidential Information, documentation and all other tangible materials related to the Services, including without limitation, all modifications and derivative works thereof. Unless otherwise set forth in the Order Form, upon Licensor's termination due to a material breach by Licensee, (a) Licensee shall pay Licensor all Fees due through the end of the Order Form's term; (b) all rights granted with respect to the Services will immediately terminate; and (c) Licensee will delete or transfer to Licensor any Licensor Confidential Information, as provided hereunder. Upon termination, where Licensor is the breaching party, Licensor will (i) refund any unearned Fees paid by Licensee prior to the effective date of termination; and (ii) delete or transfer to Licensee any Licensee Confidential Information, as provided hereunder.
6. Survival. Articles concerning the parties' rights and obligations that by the content of the section operate after termination or that are necessary to enforce any right will survive termination the Order Form.

ARTICLE 9 GENERAL TERMS.

1. Force Majeure. Neither party shall be deemed in breach of these Terms and Conditions to the extent that performance of their obligations (other than Licensee's payment obligations) or attempts to cure any breach are delayed or prevented by reason of any Force Majeure event, regardless of whether such event was foreseeable. Force Majeure events shall include: acts of God, fire, natural disaster, outbreak, epidemic, public health emergency, accident, act of government, shortages of materials or supplies, and any and all events beyond the reasonable control of such party, provided that such party gives the other party written notice thereof promptly and, in any event, within fifteen (15) days of discovery thereof and uses its best efforts to cure the delay. In the event of such Force Majeure, the time for performance or cure shall be extended for a period equal to the duration of the Force Majeure.
2. Equitable Remedies. Nothing herein shall prohibit either party from seeking a temporary restraining order, preliminary injunction, or other provisional relief if, in its judgment, such action is necessary to avoid irreparable damage; and nothing herein shall prevent Licensor from bringing and pursuing legal action to specifically remedy any breach or threatened breach of any obligation hereunder by Licensee involving Licensor's Intellectual Property Rights or Confidential Information.
3. Non-Solicitation. Licensee shall not hire, employ, or contract for services, attempt to hire, employ or contract for services, directly or indirectly through a third party, any current employee of Licensor without prior written consent, for a minimum time period of twelve (12) months after termination or expiration of these Terms and Conditions. Licensee may hire, employ or contract for services any previously employed employee or agent of Licensor so long as said employee or agent has been separated from such relationship for at least twelve (12) months from the date of such employees' separation. Notwithstanding the foregoing, Licensee shall be permitted to hire, employ or contract for services an employee as a result of a general advertisement for employment.
4. Waiver. Neither party will be deemed to have waived any of its rights under these Terms and Conditions by

lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of these Terms and Conditions will constitute a waiver of any other breach of these Terms and Conditions.

5. Notices. Notices shall be addressed to that party at its address as set out in the Order Form (or to other such address as notified to the other party in writing in accordance with these Terms and Conditions). Wherever one party is required or permitted to give notice to the other pursuant to these Terms and Conditions, such notice shall be deemed given when delivered in hand, when mailed by registered or certified mail, return receipt requested, postage prepaid, or when sent by a third party courier service where receipt is verified by the receiving party's acknowledgment.
6. Interpretation. These Terms and Conditions will be construed as a whole according to the fair meaning of its language and, regardless of who is responsible for its original drafting, will not be construed for or against either party.
7. Severability. If a court of competent jurisdiction rules that a provision of these Terms and Conditions is unenforceable, such provision will be deemed modified to the extent necessary to make it enforceable, and the remaining provisions of these Terms and Conditions will continue in full force and effect.
8. Independent Contractors. Nothing contained herein or done in pursuance of these Terms and Conditions shall constitute either party the agent, partner or joint venture of the other for any purpose or in any sense whatsoever.
9. No Third Party Beneficiaries. There are no third-party beneficiaries to these Terms and Conditions.
10. Section Titles. Section titles or references used in these Terms and Conditions shall be without substantive meaning or content of any kind and are not a part of the agreements among the Parties evidenced hereby.
11. Governing Law and Venue. These Terms and Conditions and all matters arising out of or relating to these Terms and Conditions shall be governed by and construed in accordance with the laws of the State of Delaware, except for its conflict of law provisions, which shall not apply. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act are specifically excluded from application to these Terms and Conditions. All such disputes will be brought and decided in a court of law in the State of Delaware.
12. Assignment. Licensee shall not assign its rights or delegate its obligations under these Terms and Conditions without the prior written consent of Licensor except that Licensee may assign any right or obligation set forth in these Terms and Conditions to a successor entity in the event of a merger, consolidation or sale of Licensee's business or all or substantially all of Licensee's stock or assets, provided the assignee agrees in writing to assume all of Licensee's obligations and obligations under these Terms and Conditions. Any attempted assignment in violation hereof shall be void and of no force or effect. Licensor may assign its rights and delegate its duties hereunder at any time without the consent of Licensee.
13. Entire Agreement; Modification. These Terms and Conditions together with the Order Form constitutes the complete agreement between the parties and supersedes all prior, conflicting agreements or representations, written or oral, concerning the subject matter of these Terms and Conditions and such additional documents. These Terms and Conditions and/or the Order Form may not be modified or amended except in writing signed by both parties.
14. Export Controls. Each party agrees that it will individually obtain any export licenses that may be required under applicable laws prior to any export or re-export of goods or information provided under these Terms and Conditions.
15. Counterparts. The Order Form may be executed in two (2) or more counterparts, each of which will be

considered an original, but all of which together will constitute one and the same instrument.

16. Electronic Signatures. Signature pages may be signed manually or electronically, and may be transmitted by facsimile or another secure mode of transmission. Electronic signatures and electronically transmitted signatures shall have the same legal effect as an original.