Prior to reviewing this document, please refer to our Solutions Guide, which contains information designed to help you understand Experlogix' software and our approach to intellectual property, data usage, and other key terms.

Master Services Agreement

This Master Services Agreement, including any exhibits, policies, or addenda attached hereto or referenced herein (the "**Agreement**") is a contract between the Experlogix Entity executing the Order that references this Agreement ("**Experlogix**") and the other entity or organization executing such Order ("**Customer**"). Unless otherwise agreed by the parties in writing, this Agreement becomes binding and effective on Customer upon Customer's signing of the first Order referencing this Agreement. The parties may enter into multiple Orders governed by this Agreement.

1.   Definitions

1.1   "**Affiliate**" means, with respect to a party, any other entity that directly or indirectly controls, is controlled by or is under common control with such entity, where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such entity through the ownership of 50% or more of the outstanding voting securities (but only for as long as such entity meets these requirements).

1.2   "**Aggregated Data**" means data submitted to, collected by, or generated by Experlogix in connection with Customer's use of the Services which is de-identified and aggregated such that it does not identify Customer or its Users.

1.3   "**Applicable Laws**" means, with respect to each party, all applicable laws, treaties, rules, regulations, ordinances, court or governmental orders, whether international, federal, state, provincial, municipal, or local, to which the party is subject.

1.4   "**Confidential Information**" means all information disclosed or made available by one party to the other party in connection with this Agreement that is either identified as confidential or that should reasonably be understood to be confidential based on the nature of the information or the circumstances of its disclosure. The term "Confidential Information" includes the terms and conditions of this Agreement, and all information related to a party's business, financial affairs or operations. Customer's Confidential Information includes Customer Data.

1.5   "**Customer Data**" means the electronic data and information uploaded to the Software by or on behalf of Customer and its Users, and to the extent applicable, its End Users, including the applicable data elements listed in Appendix A. Customer Data does not include Usage Data.

1.6   "**Customer Environment**" means the enterprise applications (i.e., CRM and ERP systems) which Customer uses to support its operations, including any software, devices, sites, and/or networks incorporated therein.

1.7   "**Customer Output**" means any documents, forms, configurations, processes, procedures, formulas, programs, or other information generated by or on behalf of Customer with the use of the Software, but specifically excluding any Experlogix Property incorporated therein.

1.8   "**Customization**" means, excluding any Experlogix Property, (a) a standalone software tool developed by Experlogix for Customer pursuant to a Statement of Work that operates outside of the Experlogix Technology; or (b) an extension of the Software's source code that (i) is tailored to Customer's unique specifications; (ii) is not offered as part of the Software's

out-of-the-box functionality; and (iii) is expressly identified as a "*Customization*" in the applicable Statement of Work. Customizations do not include Improvements.

1.9 "**Documentation**" means (a) documentation which relates to the Software which is made available in hard copy or electronic form to Experlogix' general customer base; and (b) Solution Materials.

1.10 "**Effective Date**" means the date on which both parties have signed the first Order referencing this Agreement.

1.11 "**Experlogix Entity**" means Experlogix, LLC or one of its Affiliates, including Experlogix Technologies Canada, Inc., Aphix Software Ltd., Experlogix B.V., or Xpertdoc Europe BVBA, or Xpertdoc BVBA.

1.12 "**Experlogix Property**" means all Experlogix Technology, Experlogix Marks, Documentation, Solution Materials, Aggregated Data, and Usage Data, and all Intellectual Property Rights therein.

1.13 "**Experlogix Technology**" means all of Experlogix' proprietary technology (including the Software, hardware, products, processes, algorithms, data, user interfaces, know-how, techniques, designs and other tangible or intangible technical material) developed or made available by Experlogix, or used by Experlogix to provide the Services, including any updates, modifications, Improvements and derivatives thereto and thereof.

1.14 "**Fees**" means Software Fees and Service Fees, as applicable.

1.15 "**Implementation Services**" means Experlogix' standard implementation and set up services for the Software, as detailed under a Statement of Work.

1.16 "**Improvement**" means any modification, improvement, derivative, extension, or configuration of or to the Experlogix Technology, which is developed by Experlogix, either jointly or with Customer or others, in connection with the Services.

1.17 "**Intellectual Property Rights**" means patents, trademarks, copyrights, trade secrets, mask works, and other intellectual property or proprietary rights recognized anywhere in the world.

1.18 "**Maintenance Release**" means a release of the Software that contains error corrections, enhancements, Improvements, or other minor changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software which Experlogix generally makes available to its customers.

1.19 "**Malicious Code**" means any (a) virus, trojan horse, worm, backdoor, or other programs or code, the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems, or software; or (b) time bomb, drop-dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any person.

1.20 "**Marks**" means all trademarks, service marks, trade names, brand names, logos and corporate names, slogans, trade dress and other indicia of source of origin, whether or not registered, including all common law rights thereto, all registrations and applications for registration thereof, and all goodwill associated therewith. "**Experlogix Marks**" means those Marks belonging to Experlogix and "**Customer Marks**" means those Marks belonging to Customer.

1.21 "**Order**" means a Software Order or Statement of Work, as applicable.

1.22 "**Order Term**" means, with respect to each Order, the subscription term or service duration for the Services specified in the applicable Order.

1.23 "**Personal Data**" means all information relating to a person that identifies such person or could reasonably be used to identify such person, including but not limited to, first and last name, home address, billing address, or other physical address, email address, and telephone number, if any, sent to Experlogix via the Services.

1.24 "**Personnel**" of a party shall mean that party's employees and those independent contractors, subcontractors and agents, if any, engaged by such party.

1.25 "**Professional Services**" means configuration, software development, implementation support, integration assistance, training, project management, or other professional services which Experlogix provides to Customer in accordance with a Statement of Work.

1.26 "**Services**" means, collectively, access to the Software, Support Services, Implementation Services, and the other Professional Services performed by Experlogix under this Agreement as set forth in one or more Orders.

1.27 "**Software**" means the proprietary software-as-a-service offering(s) which are set forth in the applicable Software Order and made available by Experlogix to Customer and its Users, including any modified, updated, or enhanced versions that may become part of the Software during the Term.

1.28 "**Software Order**" means a software order form, investment summary, or similarly titled document that references this Agreement, is executed by both parties, and identifies the Software to which Customer subscribes, the Fees to be paid for Services related to such Software, and other terms and conditions applicable to this Agreement.

1.29 "**Solution Materials**" means those Customer-specific reports, documents, and plans regarding the implementation and configuration of the Software which are provided by Experlogix to the Customer pursuant to a Statement of Work. Solution Materials do not include Customizations.

1.30 "**Statement of Work**" means a document executed by both parties which sets forth the scope, pricing, and other specifications for one or more Professional Services projects.

1.31 "**Support Services**" means Experlogix' technical support services which are set forth in Appendix B.

1.32 "**Term**" means the duration of this Agreement beginning on the Effective Date and continuing until it expires or is terminated in accordance with Section 5.

1.33 "**Usage Data**" means any content, data, or information that is collected or produced by the Services or otherwise in connection with Customer's or its Users' use of the Services that does not identify Customer or any of its Users, and may include usage patterns, traffic logs, and User conduct associated with the Software.

1.34 "**Users**" means Customer's employees, independent contractors, and other individuals (a) who are authorized by Customer to use the Services on behalf of Customer under the rights granted to Customer pursuant to this Agreement and (b) for whom access to the Services has been purchased hereunder. To the extent applicable, Users may also include End Users.

2. **Software and Services.**

2.1 **Software Descriptions**. Experlogix provides a suite of cloud-based business applications, each of which is described in Appendix A.

2.2 **Access to Software**. Subject to the terms of this Agreement, including the Software Order, and solely during the applicable Order Term, Experlogix grants to Customer and its Affiliates a worldwide, non-exclusive, non-sublicensable, non-transferable, non-assignable (except as set out in Section 13.15 ("Assignment") below), limited right to access and use the Software (as such Software may be modified, revised, and updated in accordance with this Agreement) for Customer's internal

business purposes. Customer's Affiliates may purchase and use the Software subject to the terms of this Agreement by executing Software Orders hereunder that incorporate by reference the terms of this Agreement, and in each such case, all references in this Agreement to Customer will be deemed to refer to such Affiliate for purposes of such Software Order(s); provided, however, that Customer will remain liable to Experlogix for the acts and/or omissions of its Affiliates hereunder. Each Affiliate executing a Software Order agrees to be bound by this Agreement. Where an Affiliate of Customer has not entered into a Software Order or other separate agreement directly with Experlogix, Customer may authorize that Affiliate (each, a "**Participating Affiliate**") to access and use the Software under an existing Software Order(s) between Customer and Experlogix. In such cases, references to "Customer" in the applicable Software Order and this Agreement will be deemed references to both Customer and the Participating Affiliate. Customer and its Participating Affiliates will be jointly and severally liable for compliance with this Agreement and all Software Order(s) hereunder. As between Experlogix and Customer, Customer accepts full liability for the acts and omissions of its Participating Affiliates.

2.3   Customer Environments and Integrations.

2.3.1   Customer acknowledges that to access some Services, Customer may need to integrate one or more Customer Environment(s) with the Software. Customer is solely responsible for maintaining its Customer Environment(s) in good standing and for implementing authentication, authorization, and accounting systems for its Customer Environment(s).

2.3.2   The Software is designed to integrate with optional services and tools made available by third party service providers ("**Integrations**"). Customer acknowledges that Experlogix (a) may not have control over how the Software integrates with such Integrations, and (b) does not control the operation of those Integrations. Any acquisition by Customer of any Integration is solely between Customer and the applicable Integration provider and Experlogix does not warrant, support, or assume any liability or other obligation with respect to such Integrations. Accordingly, if applicable, Customer acknowledges and agrees that (i) Experlogix is not responsible for the performance of such Integrations, including, without limitation, their use or treatment of Customer Data therein; (ii) Experlogix is not responsible or liable for any content or other materials generated by such Integrations; (iii) Experlogix is not responsible for any technical inability to access Customer Data in such Integrations; and (iv) Experlogix will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Integrations.

2.3.3   If Customer chooses to integrate or interoperate Integrations with the Software in a manner that requires Experlogix to exchange Customer Data with such Integration or Integrations provider, Customer: (a) grants Experlogix permission to allow the Integration and/or Integration provider to access Customer Data and information about Customer's usage of the Integrations as appropriate and necessary to enable the interoperation of that Integration with the Software; (b) acknowledges that any exchange of data between Customer and any Integration is solely between Customer and the Integration provider and is subject to the Integration provider's terms and conditions governing the use and provision of such Integration (the presentation and manner of acceptance of which is controlled solely by the Integration provider); and (c) agrees that Experlogix is not responsible for any disclosure, modification, or deletion of Customer Data resulting from access to such data by Integrations or Integration providers. Customer acknowledges sole responsibility for and assumes all risk arising from Customer's use of any third-party websites or resources, including the Integrations.

2.4   Maintenance Releases.

2.4.1   Except as provided in Section 2.4.3, Experlogix will provide Customer with all periodic Maintenance Releases for the elements of the Software to which Customer has subscribed at no additional charge. Customer may subscribe to additional, separately priced modules and features as and when released by Experlogix.

2.4.2   To the extent a Maintenance Release is not installed automatically, Customer may decline to install such Maintenance Release in its sole discretion. However, by failing to install such Maintenance Release, Customer accepts that the Software may experience Errors, may not be fully compatible with current or future operating systems or third-party applications, and may not be eligible for standard Support Services. Customer agrees that Experlogix is not responsible for any Errors, security vulnerabilities, or other claims relating to the Software to the extent resulting from Customer's failure to install a Maintenance Release. Any Error resolution in any version of the Software other than the most current release made available to Customer will be at Experlogix option and may be subject to additional Fees at Experlogix' then-current rates.

2.4.3   Experlogix may, but is not required to, provide Maintenance Releases for Customizations unless Customer has entered into a Statement of Work setting forth the applicable Support Services and Maintenance Releases for such Customization (a "**Managed Services SOW**"). Experlogix shall, provided that Customer has paid all Fees due and payable under the applicable Managed Services SOW, provide regular Maintenance Releases for both the Software and the Customizations.

2.5   **Experlogix Affiliates and Subcontractors**. Customer understands and agrees that the Services may be provided by any Experlogix Entity on Experlogix' behalf, and provision of Services by an Experlogix Entity shall not constitute subcontracting. Experlogix is responsible for the acts and omissions of other Experlogix Entities under this Agreement. To the extent that Experlogix subcontracts or otherwise delegates its obligations under this Agreement, Experlogix shall enter into a written agreement with such subcontractor that protects Customer's rights and interests to at least the same degree as this Agreement. Experlogix will be responsible for the direction and coordination of the services of each subcontractor and for the acts and omissions of subcontractors' performance under this Agreement.

2.6   **Professional Services.**

2.6.1   Each Professional Services project that Experlogix undertakes shall be described in a Statement of Work. Each Statement of Work will describe applicable Solution Materials, estimated or actual pricing and any special payment terms and, if applicable, project schedule, and estimated delivery dates. Each Statement of Work shall be incorporated into this Agreement by reference upon execution by both parties. If there is a conflict between the terms set forth in this Agreement and a Statement of Work, the terms set forth in this Agreement will control unless otherwise stated in the Statement of Work with specific reference to the conflicting term of this Agreement. The parties shall execute Statements of Work from time to time, each of which shall be governed by this Agreement. Customer may request changes to a Statement of Work. Any changes to a Statement of Work shall require a written change order to such Statement of Work or a new Statement of Work in order to be effective.

2.6.2   Customer will pay Experlogix for all Professional Services provided under a Statement of Work. Customer will pay Experlogix for time and materials projects at the then-current prevailing hourly rate set forth in a Statement of Work. Fixed fee rates, if applicable, shall be negotiated between Customer and Experlogix. Hourly rates for time and materials projects are subject to change, provided that the rates set forth in any Statement of Work will remain fixed for the applicable Order Term. Experlogix will invoice Customer on a time and materials basis at the end of each month at the billing rates set forth in the Statements of Work for work performed on each Statement of Work during the previous month.

2.6.3   Unless otherwise set forth in an Order, the Services are deemed accepted upon delivery. All terms applicable to unit testing and user acceptance testing shall be set forth in the applicable Statement of Work.

2.7   **Support Services**.

2.7.1   Subject to the terms and conditions of this Agreement, including Customer's payment of all applicable Fees, Experlogix will maintain and support the Services in accordance with the terms and conditions set forth in

Experlogix' standard maintenance and support policy set forth in <u>Appendix B</u> (the "**Support Policy**") during the applicable Term, at no additional charge to Customer. Experlogix may modify the terms of its Support Policy at its discretion; however, such policy changes will not result in a material reduction in the level of Support Services provided during the applicable Order Term. Customer may purchase enhanced Support Services separately at Experlogix' then-current rates. Customer acknowledges and agrees that support for Customizations is not included within the scope of the Support Services unless set forth in a Managed Services SOW. To the extent Customer has executed a Managed Services SOW in connection with a Customization, the applicable Support Services shall be governed by such Managed Services SOW.

   2.7.2 Experlogix may, at its discretion and without limiting its obligations to provide Software and/or Support Services for the Order Term specified in the Order, decide to retire Software and/or Support Services from time to time ("**End of Availability**"). Experlogix will post notice of End of Availability, including the last date of general commercial availability of the affected Software and the timeline for discontinuing Support Services on Experlogix' website. Experlogix will have no obligation to provide Support Services for Software after that Software's End of Availability.

3. **Customer Obligations**.

   3.1 **Users**. Unless otherwise set forth in the applicable Order and subject to <u>Section 2.2</u> (Access to Software), Customer may not make the Services available to any other entity or, if applicable, once the maximum number of Users has been reached, any other User, in any form whatsoever, without the prior written consent of Experlogix. Customer shall be responsible for the acts and omissions of each of its Users. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software, and shall notify Experlogix promptly of any such unauthorized use. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords and is solely responsible for all activities that occur under these usernames. Usernames are unique to individual Users and cannot be shared with any other person. Customer agrees (a) not to allow an unauthorized third party to use its account, usernames, or passwords at any time; and (b) to notify Experlogix promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement by Customer or any User. Experlogix reserves the right to terminate any username or password which Experlogix reasonably determines may have been used in violation of this Agreement, or by an unauthorized third party, or by any User or individual other than the User to whom such username and password was originally assigned.

   3.2 **End Users**. Notwithstanding the foregoing, to the extent a Software Order provides for Software which may be accessed by Customer's clients or customers ("**End Users**"), Customer may use the Software for the benefit of such End Users.

   3.3 **Usage Restrictions**. Except as permitted under this Agreement or as required by law, Customer will not, and will not permit or encourage anyone else, including its Users, to: (a) license, sublicense, sell, resell, transfer, assign (other than as provided in Section 13.15 below), distribute, use a service bureau or timeshare, or otherwise commercially exploit or make the Services available to any third party in any way, including as a part of an unauthorized managed services offering; (b) disassemble, decompile, reverse engineer, or otherwise attempt to access or derive source code or other trade secrets from the Services, or modify, make derivative works based upon, copy, or otherwise use any ideas, features, or functions of the Services in order to (i) build a similar or competitive product or service or (ii) build a product using similar features, functions, or graphics of the Services; (c) modify, remove, or obstruct any proprietary rights statement or notice contained in the Services; (d) "crawl", "scrape", or "spider" any data or portion of the Services (through use of manual or automated means); (e) send or store (i) infringing, dangerous, harmful, deceptive, obscene, threatening, libelous, or otherwise objectionable, unlawful, or tortious material, including material harmful to children or which violates third-party privacy rights; or (ii) Malicious Code; (f) attempt to gain unauthorized access to the Services or its related systems or networks; (g) access the Services if Customer is a direct competitor of Experlogix, unless Experlogix has agreed in writing; (h) use the Services in violation of applicable local, state, national, and foreign laws, treaties, rules, and regulations, including those related to data privacy. Customer is responsible for any breach of this Agreement by its Users. Customer agrees that it will promptly notify Experlogix of any violation of this Section 3.3. Any use of the Services by Customer in violation of the Agreement that, in Experlogix' reasonable judgment, threatens the security, integrity, or availability of Experlogix' services or that of its other customers, may result in Experlogix immediately

suspending the Services; however, Experlogix will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. Experlogix' suspension of Customer's access to the Services will not relieve Customer of its payment obligations under this Agreement. Experlogix' right to suspend the Services under this Section 3.3 will be without prejudice to any other right or remedy available to Experlogix under this Agreement or Applicable Law.

3.4   Cooperation. The parties shall reasonably cooperate with each other to facilitate Experlogix' provision of Services. Customer shall supply to Experlogix the Customer Data necessary for the Services. In addition, Customer shall provide Experlogix with such resources, information, and assistance as Experlogix may reasonably require in connection with the performance of the Services. Customer acknowledges and agrees that Experlogix' ability to successfully perform the Services in a timely manner is contingent upon its receipt of the necessary Customer Data and the information, resources, and assistance reasonably requested by Experlogix. Experlogix shall have no responsibility, obligation, or liability for any deficiency or delay in performance of its obligations based on, resulting from, or contributed to by Customer's failure to comply with this Section 3.4 ("Cooperation").

3.5   Resources. Unless set forth otherwise in an Order, Customer is solely responsible for, at its own expense, acquiring, installing, and maintaining all connectivity equipment, internet and network connections, hardware, software, and other equipment as may be necessary for its Users to connect to and access the Software and any third-party fees required to access the Integrations, and for maintaining the security thereof.

3.6   Audit of Customer Usage. Customer must keep records relating to its and its Users' use and distribution of the Services for at least two (2) years following termination of this Agreement or the applicable Order, whichever is later. At Experlogix' expense, Experlogix may verify Customer's compliance with this Agreement by directing an independent auditor (under appropriate nondisclosure obligations) to conduct an audit or ask Customer to complete a self-audit process. Customer must promptly provide any information and documents that Experlogix or the auditor reasonably requests related to the verification and access to systems running the Services. If verification or self-audit reveals any unlicensed use, Customer must order sufficient licenses to cover the period of its unlicensed use. The audits may be conducted more frequently, if required by applicable regulators, of books and records related to this Agreement. The expenses for all such audits will be borne by the party conducting the audit. All information and reports related to the verification process will be Confidential Information and used solely to verify compliance.

4.   Fees; Payment.

4.1   Software Fees.

4.1.1   Customer will pay to Experlogix the Fees set forth in the applicable Software Order ("**Software Fees**"). Except as otherwise provided in an applicable Software Order, each Software Order is non-cancellable, and all sums paid are non-refundable. Software Fees shall be due at the beginning of the Software Initial Term and within ninety (90) days of Experlogix issuing the invoice for the Software Renewal Term. Additional Software Fees for adding additional Users will be paid by Customer upon receipt of an invoice for such additional Users by Experlogix, and such additional Software Fees will be prorated through the end date of the then-current Software Initial Term or Software Renewal Term. Experlogix may increase Fees for any Software Renewal Term provided such increase does not become effective until the end of the then-current Software Initial Term or Software Renewal Term.

4.1.2   Customer acknowledges and agrees that Software Fees are calculated based on normal usage of the Services in a manner consistent with its intended purposes as described in the Documentation. Unless set forth otherwise in an Order, if Customer's use of the Services results in CPU or bandwidth usage, or usage of any metered resource paid for by Experlogix through its cloud provider, that significantly exceeds average levels (collectively, "**Usage**"), Customer may incur additional fees ("**Hosting Fees**"). If Customer approaches such Usage level, Experlogix shall use reasonable efforts to notify Customer in writing, providing details of the excess Usage and the potential

Hosting Fees associated therewith. Customer shall have (30) days from the date of notification to either (a) reduce its Usage to normal levels or (b) agree to the payment of the Hosting Fees, in which case Experlogix shall invoice Customer for such additional Hosting Fees, which shall be due and payable within thirty (30) days of Customer's receipt of such invoice.

4.2   Service Fees. Customer will pay to Experlogix the Fees set forth in the applicable Statement of Work for Professional Services ("**Service Fees**"). Service Fees shall be due within thirty (30) days of Experlogix issuing the relevant invoice unless the applicable Statement of Work says otherwise. Professional Services performed outside the scope of an applicable Statement of Work will be billed at Experlogix' hourly rates then in effect. Customer shall reimburse Experlogix for reasonable travel, lodging and meal expenses, and such other costs and expenses Experlogix may incur in connection with the performance of Professional Services ("**Expenses**"). Experlogix will provide documentation related to Expenses upon request.

4.3   Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Experlogix' income.

4.4   Late Payments. Experlogix may charge interest on all late payments at the lesser of (a) 1.5% per month or (b) the highest rate permissible under Applicable Law, calculated daily and compounded monthly. If any amount owed by Customer hereunder that is not subject to a good faith dispute is sixty (60) or more days overdue, Experlogix may suspend any and all Services until such amounts are paid in full. Customer will continue to be charged Software and Service Fees during any period of suspension. Experlogix' right to suspend the Services under this Section 4.4 will be without prejudice to any other right or remedy available to Experlogix under this Agreement or Applicable Law.

4.5   No Right to Setoff or Deduction. Every payment payable under this Agreement will be made in full without any set-off or counterclaim howsoever arising and will be free and clear of, without deduction of, or withholding for or on account of, any other amount which may be due and payable under this Agreement.

5.   Term and Termination.

5.1   Agreement Term. Subject to the terms and conditions herein, this Agreement shall commence on the Effective Date and shall continue until terminated in accordance with Section 5.4 or 5.4 or until six (6) months following the expiration of all Orders hereunder. Either party may terminate this Agreement at any time upon written notice to the other party if no Orders are active at the time of such notice.

5.2   Order Term; Renewal. If no Order Term is specified in a Software Order, the applicable Order Term shall be one (1) year from the effective date of such Software Order (the "**Software Initial Term**") and the Software Order shall automatically renew for successive periods of one (1) year each (each, a "**Software Renewal Term**") unless prior written notice of non-renewal is delivered by either party to the other at least ninety (90) days before the expiration of the Software Initial Term or then-current Software Renewal Term. If no Order Term is specified in a Statement of Work, the Order Term shall begin on the effective date of such Statement of Work and shall expire upon completion of the Services under such Statement of Work.

5.3   Termination for Breach. Either party may terminate the Agreement or any Order by written notice thereof to the other party, if the other party materially breaches the Agreement or such Order and, where such breach is curable, has not cured such breach within thirty (30) days' receipt of written notice thereof. Where the Agreement or an Order is terminated by Customer due to Experlogix' failure to cure a material breach of the Agreement in accordance with this Section 5.3, Experlogix shall provide a pro-rata refund of all pre-paid Fees for Services not received by Customer under such Order or under the Agreement.

5.4   Termination for Insolvency. Either party may terminate this Agreement and all Orders as of a date specified in a termination notice if: (a) a party files a petition under any chapter of the United States Bankruptcy Code (11 U.S.C. §101 et. seq., as amended from time to time), or under any similar law or statute (each, an "**Insolvency Statute**"); (b) a petition is filed under any such Insolvency Statute (provided that such petition is not dismissed within thirty (30) days of filing) or such party notifies the other party that such a petition will be filed under an Insolvency Statute; (c) a party becomes or is declared insolvent or is unable to pay its debts as they become due; (d) a party is the subject of any proceedings related to dissolution, liquidation, insolvency, or the appointment of a receiver, trustee, or similar officer for all or a substantial part of such party's assets; or (e) a party makes an assignment for the benefit of all or substantially all of its creditors.

5.5   Effect of Termination. Upon termination of the Agreement, (i) Customer will immediately cease all use of and access to the Services; (ii) except as set forth in Section 5.3, all Fees shall become immediately due and payable; (iii) Experlogix will make any Customer Data available for Customer to access for a period of thirty (30) days after expiration or termination, after which Experlogix will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession or under its control; and (iv) each party will destroy or return the other party's Confidential Information. Termination will not relieve either party from any liability arising from any breach of this Agreement. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms.

5.6   Transition Assistance. At Customer's option, provided that Experlogix has not terminated this Agreement pursuant to Section 5.4 or 5.4, Experlogix shall provide reasonable assistance in transitioning any Customer Data to an alternate service provider ("**Transition Services**") in accordance with a Statement of Work setting forth the terms of such Transition Services. Customer acknowledges and agrees that Transition Services are an optional Professional Service and shall be subject to additional Fees.

6.   Data and Proprietary Rights.

6.1   Customer Data. As between Customer and Experlogix, Customer owns all Customer Data and Customer Marks. During the Term, Customer grants to Experlogix a non-exclusive, non-transferable, non-assignable (except as set forth in Section 13.15 below), worldwide, royalty-free, fully paid license to access and use Customer Data to provide the Services to Customer, to monitor, develop, and improve the Services, and to create Aggregated Data. Customer is solely responsible for the legality, reliability, integrity, accuracy and quality of Customer Data and, to the extent within its control, Customer will ensure that Customer Data complies with all Applicable Laws. Experlogix reserves the right to monitor Customer's use of the Services, and the data collected therein, which may include reviewing Customer Data collected by or stored in the Services as necessary to ensure compliance with Applicable Law and with the terms of this Agreement.

6.2   Experlogix Property. Customer acknowledges and agrees that, as between Experlogix and Customer, all right, title and interest in and to the Experlogix Property is and shall remain owned by Experlogix or its licensors, and this Agreement in no way conveys any right, title or interest in the Experlogix Property other than a limited right to use the Services in accordance with this Agreement. Customer shall not remove any Experlogix Marks from any Experlogix Property without Experlogix' prior written consent. Customer will not assert or cause any other party (including, without limitation, any User) to assert any right, title, or interest in or to the Experlogix Products or other portion of Experlogix' Intellectual Property Rights. This Agreement is not a sale and does not give Customer any rights of ownership in, or related to, the Services, the Experlogix Products, or Experlogix' Intellectual Property Rights. If Customer makes, acquires, creates, or conceives any Improvements to the Experlogix Property, Customer agrees to and hereby does assign to Experlogix any and all right, title and interest in and to such Improvements, including all Intellectual Property Rights therein or relating thereto. Except as set forth in this Agreement, Customer is granted no licenses or rights in or to any Experlogix Property, or any Intellectual Property Rights therein or related thereto.

6.2.1   Usage Data. Nothing herein shall be construed as prohibiting Experlogix from utilizing the Usage Data to operate and improve the Services or otherwise operate Experlogix' business; provided that if Experlogix provides

Usage Data to third parties, such Usage Data shall be de-identified and presented in the aggregate such that it will not and could not reveal the identity of Customer or any User to any third party.

6.2.2   Solution Materials. Notwithstanding anything to the contrary in Section 6.2, Experlogix hereby grants Customer an irrevocable, fully paid, royalty-free license to reproduce, modify, keep and use the Solution Materials for Customer's internal business purposes. To the extent the Solution Materials include Experlogix' Confidential Information, the Solution Materials will be subject to the confidentiality obligations under Section 8.1.

6.3   Customer Property. As between the parties, Customer retains all ownership rights in the Customer Data, Customer Output, and Customizations, subject to Experlogix's rights in any and all Experlogix Property incorporated therein.

6.3.1   Customer Output. Experlogix shall make Customer Output available for download by Customer at any time during the Term. EXPERLOGIX OFFERS NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATED TO INTELLECTUAL PROPERTY OR OTHER RIGHTS IN OUTPUTS AND CUSTOMER USES OUTPUTS AT ITS OWN RISK WITH REGARD TO ALL SUCH RIGHTS.

6.3.2   Customizations. In the event Customizations to the Software are necessary to meet Customer's requirements, such Services will be carried out in accordance with a Statement of Work describing such Customizations. Customer acknowledges and agrees that unless explicitly identified as a Customization in a Statement of Work, Improvements are not Customizations.

6.4   Sensitive Data. "Sensitive Data" means any Personal Data that requires a heightened degree of protection by Applicable Law. Sensitive Data includes, but is not limited to, social security numbers or other government-issued identification numbers, financial account numbers, credit card or debit card numbers, CVVs, credit report information or other personal financial information, health or medical information, or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted requiring heightened standards for data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act, the Gramm-Leach-Bliley Act, and special categories of data as defined in the General Data Protection Regulation. Customer must use reasonable efforts to limit the inclusion of other Personal Data in Customer Data to the amount that is directly relevant and necessary to Customer's use of the Services. If Customer discovers that any Customer Data does include Sensitive Data, Customer will promptly notify Experlogix and provide sufficient information to Experlogix to locate such Sensitive Data, and upon such notification, Experlogix' sole obligation will be to delete the Sensitive Data in its control or possession. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Experlogix shall be for Experlogix to use reasonable commercial efforts to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Experlogix in accordance with its archiving procedures.

7.   Data Processing Addendum. Unless the parties agree otherwise in a signed writing, Experlogix' standard Data Processing Addendum ("**DPA**"), available at experlogix.com/legal, will apply to the processing of Personal Data by Experlogix, if any. Each party agrees to comply with the terms of the DPA, which will be incorporated into this Agreement by reference.

8.   Confidentiality.

8.1   Protection. The party receiving Confidential Information ("**Receiving Party**") from the other party ("**Disclosing Party**") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.2 **Exceptions**. The Receiving Party's obligations under Section 8.1 (Protection) above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8.3 **Return of Information**. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of the Disclosing Party. Notwithstanding the foregoing, Receiving Party may retain Confidential Information (a) contained in electronic archives and backups made in the ordinary course of business; (b) that Receiving Party is required by law to maintain; or (c) that such Receiving Party reasonably determines is necessary to demonstrate to Disclosing Party or any regulatory authority Receiving Party's compliance with this Agreement or any Applicable Law or regulation; provided that all such Confidential Information retained will remain subject to the protections set forth herein for so long as it remains in Receiving Party's possession or control. At such time as Receiving Party's basis for retaining such information ceases to exist, Receiving Party will return or destroy such information as set forth above.

8.4 **Injunctive Relief**. Each party acknowledges that a breach or threatened breach of this Section 8 (Confidentiality) would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 8 by the other party or any of its employees or agents.

9. **Security**. Each party shall ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the other party, to protect against unauthorized or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymizing and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it).

10. **Warranties; Disclaimers.**

10.1 **Mutual Warranties.** Each party represents and warrants that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; and that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate Applicable Laws.

10.2 **Experlogix Warranties.**

10.2.1 Experlogix warrants that (a) that the Software will perform substantially in accordance with the Documentation under normal use and circumstances (the "**Software Warranty**"); (b) it will provide the Professional Services in a manner consistent with general industry standards reasonably applicable to the provision of such

Services; and (c) it performs industry standard security scanning of the Software to check for viruses or Malicious Code prior to making the Software publicly available. The parties acknowledge that (i) the provision of Professional Services is inherently iterative, involving a dynamic process of development, testing, and refinement; (ii) during the course of rendering the Professional Services, non-conformities and errors may arise; and (iii) such non-conformities and errors are a normal part of the Professional Service delivery process and shall not constitute a breach of this warranty. The Software Warranty does not apply to Customizations.

10.2.2   If Customer notifies Experlogix of a reproducible error in the Software that indicates a breach of the Software Warranty (each, an "**Error**") within thirty (30) days after Customer experiences such Error, Experlogix shall, at its own expense and as its sole obligation and Customer's exclusive remedy: (a) use commercially reasonable efforts to correct or provide a workaround for such Error; or (b) if Experlogix is unable to correct or provide a workaround for such Error within sixty (60) days after receiving notice of such Error from Customer, Customer may terminate this Agreement upon written notice to Experlogix and, Experlogix shall refund the amounts paid by Customer for access to the Software for the period during which the Software was not usable by Customer due to such Error. The Software Warranty shall not apply to any Error resulting directly or indirectly from (i) alteration, modification, or enhancement by any party other than Experlogix; (ii) adjustment, use, operation, or installation of the Software other than in accordance with the Documentation, or as authorized in writing by Experlogix. Furthermore, no warranties shall apply in the event of an uncured breach of this Agreement by Customer for which notice of breach has been given by Experlogix hereunder.

10.3   **Customer Warranties**. Customer warrants that (a) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all Customer Data that is placed on, transmitted via, or collected by the Services; and (b) the provision and use of Customer Data as contemplated by this Agreement and the Services does not and will not violate any Customer privacy policy, terms of use, or other agreement to which Customer is a party or any law or regulation to which Customer is subject.

10.4   **Disclaimers.** EXCEPT FOR THE LIMITED WARRANTIES EXPRESSLY PROVIDED IN SECTIONS 10.1 (MUTUAL WARRANTIES) THROUGH 10.3 (CUSTOMER WARRANTIES), NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND AND EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND PLATFORM ARE DESIGNED SOLELY TO SUPPORT CUSTOMER'S INTERNAL PROCESSES ("**CUSTOMER OPERATIONS**"). THE SERVICES AND PLATFORM DO NOT AND CANNOT IDENTIFY EVERY POTENTIAL RISK OR PREVENT ALL EVENTS THAT COULD LEAD TO DEATH, PERSONAL INJURY, OR PROPERTY OR ENVIRONMENTAL DAMAGE OR OTHER HARM. IN NO EVENT WILL EXPERLOGIX OR ANY EXPERLOGIX PERSONNEL BE RESPONSIBLE OR LIABLE FOR ANY CLAIM, LOSS, HARM, DAMAGE, OR LIABILITY RESULTING FROM CUSTOMER OPERATIONS. CUSTOMER ASSUMES SOLE RISK AND LIABILITY FOR ANY HARM, LOSS, DAMAGE, OR LIABILITY RESULTING FROM CUSTOMER OPERATIONS AND CUSTOMER SHALL INDEMNIFY AND HOLD EXPERLOGIX HARMLESS FROM ANY CLAIMS WITH RESPECT TO OR ARISING FROM SUCH EVENTS.

11.   **Indemnification**.

11.1   **Claims Against Customer**. Experlogix will defend, indemnify, and hold harmless Customer, its Affiliates, and their respective directors, officers, employees, representatives, and agents (collectively, the "**Customer Indemnified Parties**") from and against any and all claims, losses, damages, suits, fees, judgments, compromises, or settlements, costs, and expenses ("**Losses**") to the extent based upon or arising from a third-party claim (collectively, "**Third-Party Claims**") alleging (a) Experlogix' gross negligence or willful misconduct; and (b) a claim that the Software or Customer's use thereof infringes or violates any U.S. patent, copyright, or trademark right of a third party or misappropriates any trade secret of any third party (each, a "**Customer Claim**"). Experlogix will pay all Losses incurred by and damages against the Customer Indemnified Parties in connection with such Customer Claim but will not be responsible for any compromise or settlement made without its express prior written consent. Such indemnity pursuant to 11.1(b), however, is specifically exclusive of any such claims to the extent

they arise or result, directly or indirectly, from Customer's (i) unauthorized alteration of the Services; (ii) use of the Services in combination with apparatus, hardware, software, or services not provided or authorized by Experlogix; (iii) any use of the Services by Customer that violates any law or regulation of any governmental authority or self-regulatory agency or authority applicable to Customer; or (iv) the nature, origin, or content of Customer Data that violates Applicable Law or the terms of this Agreement. In order to resolve any such Third-Party Claim relating to subsection 11.1(b) above, Experlogix may, but is not obligated to, (A) modify or replace the Services to make them non-infringing; (B) procure any rights from a third party necessary to provide the Services; or (C) replace the Services with work product that is materially equal in capabilities, capacity, performance, and ease of use but is non-infringing. If none of the foregoing remedies is available to Experlogix on commercially reasonable terms, Experlogix may terminate this Agreement and Experlogix will refund to Customer a prorated portion of any prepaid Fees allocable to the period after such termination. THIS SECTION 11.1 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND EXPERLOGIX' SOLE AND EXCLUSIVE LIABILITY, REGARDING INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

11.2   Claims Against Experlogix. Customer shall defend, any claim, suit or action against Experlogix, its Affiliates, and their respective directors, officers, employees, representatives, and agents (collectively, the "**Experlogix Indemnified Parties**") brought by a third party to the extent that such claim, suit or action is based upon any Customer Data or Customer and its Users' use of the Services in violation of this Agreement ("**Experlogix Claim**") and Customer shall indemnify and hold the Experlogix Indemnified Parties harmless, from and against Losses that are attributable to such Experlogix Claim or those costs and damages agreed to in a settlement of such Experlogix Claim.

11.3   Indemnification Procedures. The indemnified party shall give the indemnifying party prompt written notice (a "**Claim Notice**") of any Losses or discovery of facts on which indemnified party intends to base a request for indemnification under Section 11.1 or 11.2, as applicable. Each Claim Notice must contain a description of the Third-Party Claim and the nature and amount of the related Losses (to the extent that the nature and amount of the Losses are known at the time). indemnified party shall furnish promptly to indemnifying party copies of all papers and official documents received in respect of any Losses. An indemnified party's failure to provide a Claim Notice under this Section 11.3 does not relieve the indemnifying party of any liability that the indemnifying party may have to the indemnified party, but in no event shall the indemnifying party be liable for any Losses that result directly from a delay in providing such notice, which delay materially prejudices the defense of the related Third-Party Claim.

12.   LIMITATION OF LIABILITY.

12.1   TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, NO MATTER HOW CAUSED OR THE THEORY OF LIABILITY, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED THAT SUCH DAMAGES ARE POSSIBLE, THE PARTIES AGREE THAT IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR A) ANY INCIDENTAL, CONSEQUENTIAL, COVER, SPECIAL, OR OTHER INDIRECT DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, OR ACCURACY OF RESULTS, OR B) ANY MATTER BEYOND THE PARTY'S REASONABLE CONTROL.

12.2   EXCEPT FOR (a) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (b) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 11, (c) CUSTOMER'S BREACH OF ITS OBLIGATIONS UNDER SECTION 3.3 (USAGE RESTRICTIONS), (d) DAMAGES RESULTING FROM DEATH, BODILY INJURY, OR PHYSICAL DAMAGE TO TANGIBLE REAL OR PERSONAL PROPERTY CAUSED BY EITHER PARTY'S GROSS NEGLIGENCE, AND (e) CUSTOMER'S PAYMENT OBLIGATIONS, EACH PARTY AGREES THAT A PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, NO MATTER THE THEORY OF LIABILITY, WILL NOT EXCEED, IN THE AGGREGATE, THE TOTAL FEES PAID OR OWED BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM.

13.   General.

13.1   Non-Solicitation of Experlogix Personnel. During the Term, Customer shall not, and shall not assist any other person to, directly or indirectly recruit or solicit (other than by general advertisement not directed specifically to any person or persons) for employment or engagement as an independent contractor any of Experlogix' Personnel then or within the prior twelve (12) months employed or engaged by Experlogix or any subcontractor and involved in any respect with the Services or the performance of this Agreement.

13.2   Insurance. Experlogix agrees to maintain, throughout the Term, industry standard insurance coverage in amounts appropriate to the nature of its business. All insurance policies required under this Section will be issued by insurance companies with a Best's rating of no less than A-VII. Upon Customer's written request, Experlogix will provide Customer with copies of its most recent certificates of insurance. Nothing in this Section is intended to waive, restrict, or limit the liability of either party under this Agreement.

13.3   Export Laws. Both parties agree to comply with all laws and regulations related to imports, exports, and software usage. This includes regulations from the U.S. Department of Commerce, State, and the Enhanced Proliferation Control Initiative. Without prior consent, Customer will not export or transmit any part of the Services or Confidential Information to any restricted entity or country. If the Customer is on any official sanctions list, or if providing Services to Customer is otherwise prohibited, Experlogix may terminate this Agreement and any Order and cease providing Services.

13.4   Anti-Bribery and Anti-Corruption. Each party will comply with Applicable Law concerning bribery and corruption. As of the Effective Date and the date of each Order, each party represents that it has neither received nor been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any employee, agent, or representative of the other party or its Affiliates in connection with this Agreement. Each party agrees to promptly notify the other party if it learns of any violation of the foregoing. This representation is not intended to include reasonable gifts and entertainment provided in the ordinary course of business, to the extent such gifts and entertainment are permitted by Applicable Law.

13.5   Governing Law. This Agreement, and any disputes arising out of or related hereto, shall be governed by and construed in accordance with the laws of the jurisdiction set forth under "Governing Law" below, without regard to its conflicts of laws rules or the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that any disputes, claims, or litigation arising from or related in any way to this Agreement or the parties' relationship with each other shall be litigated exclusively in the courts of the location set forth under "Venue" below. Each party hereby consents to the jurisdiction of such courts and waives any right it might otherwise have to challenge such jurisdiction or to seek a change of venue in any legal action brought in accordance with this provision.

Contracting Entity	Governing Law	Venue
EXPERLOGIX, LLC	Delaware, USA	Delaware
EXPERLOGIX TECHNOLOGIES CANADA, INC.	Delaware, USA	Delaware
APHIX SOFTWARE LIMITED	England and Wales	London
EXPERLOGIX BV	England and Wales	London
XPERTDOC BVBA	England and Wales	London

13.6   Waiver. No waiver by either party of any provision of this Agreement is effective unless explicitly set forth in writing and signed by such party. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

13.7   Survival. All of the provisions of this Agreement which expressly or, by their nature, should extend beyond expiration or termination of this Agreement shall survive and remain in full force and effect and apply to each party's respective Affiliates, successors, and permitted assigns.

13.8   Severability. If any provision of this Agreement is held by an arbitrator or a court of competent jurisdiction to invalid, illegal, or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision

to the greatest extent possible under Applicable Law and the remaining provisions of this Agreement will continue in full force and effect.

13.9   English Language. The parties hereto have expressly requested that this Agreement and all the documents relating thereto be drawn up in the English language only. Les parties aux présentes ont expressément demandé que la présente convention et tout autre document s'y rapportant soient rédigés en anglais seulement.

13.10   Entire Agreement. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

13.11   Amendment. Experlogix will notify Customer of any material changes to the Agreement that may impact Customer as soon as commercially practicable. If Customer objects to the changes: (a) Customer will notify Experlogix within thirty (30) days of receiving such notice; (b) the parties will make good-faith efforts to reach an agreement on the subject matter of such changes; and (c) if the parties are unable to reach such an agreement, either party will have the right to terminate the relevant Orders and this Agreement by providing the other party with thirty (30) days' written notice. If Customer continues to use the Services following the thirty (30) day objection period, Customer will be deemed to have accepted the changes. For purposes of clarification, Customer shall not be bound by any modifications or additions to the Agreement unless Experlogix has provided notice as set forth in this Section .

13.12   No Third-Party Beneficiaries. The parties do not confer any rights or remedies upon any person or entity other than the parties to this Agreement and their respective successors and permitted assigns.

13.13   Independent Contractors. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise or employment relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

13.14   Force Majeure. Except for payment obligations, neither party will be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder as a result of any cause which is beyond the reasonable control of such party, provided that the party seeking to rely on such circumstances gives written notice of such circumstances to the other party and uses reasonable efforts to overcome such circumstances. Notwithstanding the foregoing, if a force majeure event causes a failure or delay of a party's performance that persists for a period of more than thirty (30) consecutive days, the other party will have the right to terminate this Agreement upon written notice to the affected party.

13.15   Assignment. This Agreement and any rights or obligations hereunder may not be assigned, sublicensed or otherwise transferred by either party without the prior written consent of the other party (not to be unreasonably withheld or delayed), except that either party may assign or transfer this Agreement without the other party's consent (a) to any of its Affiliates, or (b) upon a change of control of a party, a sale of all or substantially all assets of that party, or by operation of law. This Agreement shall inure to the parties' successors and permitted assigns.

<u>**Appendix A**</u>

Software

The Software includes one or more of the following products, as specified in an applicable Order.

- Experlogix Configure, Price, Quote (CPQ)
- Experlogix Document Automation
- Experlogix Digital Commerce

Customer Data

CPQ	Document Automation	Digital Commerce
Customer Data is shared by the Customer through the use of Experlogix' Design Center tool. Customer Data may include: - Business rules and policies - Product configurations and features - Product diagrams and images - Pricing strategies - Configuration logic - Any other unique requirements the Customer may have.	The makeup of Customer Data is highly dependent on the Customer's configuration of the Software. The Customer decides which integrations to use with Document Automation. Out-of-the-box integrations include leading CRM systems such as Microsoft Dynamics 365 and Salesforce. Customer Data may include: - Any data which Customer chooses to share via Document Automation integrations (e.g., product inventory, customer contact information, policies and contracts) - Documents and data generated through the use of the Software - Data shared by Customer's end users	Customer Data typically includes information about a Customer's clients and a Customer's product catalog. The Customer selects which data sources to integrate the Software with, such as the Customer's ERP. Customer Data may include: - Customer branding and marks - Financial data elements (e.g., credit limits and balances) - Product catalog - Pricing and stock levels - Shipping and billing addresses - Data shared by Customer's end users

<p style="text-align:center;"><u>**Appendix B**</u></p>

<p style="text-align:center;">**Support Services and Service Levels**</p>

1. **Support Requests**. The Support Services will be accessible to Users with administrative privileges ("**Administrative Users**") in the following ways:

Access to Support and Helpdesk	Email: support@experlogix.com and ticketing system.
Experlogix Support Portal (Submit and Track Support Tickets)	https://support.experlogix.com.
Experlogix Knowledge Base (Self-Help)	Experlogix Knowledge Base

2. **Standard Support Services Availability.** The Experlogix Support Portal and Experlogix Knowledge Base are available 24/7. Experlogix Helpdesk is available during regular business hours with the exclusion of holidays. Support Services outside the business days and business hours may be provided, on a case-by-case basis and upon agreement between the parties, charged on a time and material basis (prepaid or on occurrence). Should the Experlogix Support Portal be unavailable, any Administrative User can contact Experlogix' Helpdesk, during business hours, via phone at the following numbers:

   North America: 1-805-504-9729, option 2
   EMEA: +32 (0) 52 52 27 70

3. **Support Policy**.
   a. For purposes of this Appendix, an "**Incident**" is any event or series of events that materially disrupts, degrades, or otherwise adversely impacts the availability, performance, or functionality of Experlogix Technology.
   b. In any request for support filed through the Experlogix Support Portal by an Administrative User, an initial severity level of any request or Incident should be estimated and indicated within the Support Request by the Administrative User or in consultation with the Experlogix support representative if communication has already occurred between Experlogix and the Administrative User and the Administrative User was unable to estimate such severity level. The severity level of an Incident shall be assigned in accordance with this table:

P1	CRITICAL	Major functionality not working for all or most users, with no known workaround
P2	HIGH	Major functionality not working for one or a few users with no known workaround; OR minor functionality not working for several or all users with no known workaround
P3	MEDIUM	Minor functionality not working with no workaround available; OR major functionality not working with an available workaround
P4	LOW	Minor issue that impacts product usability for one or a few users, and a workaround is available; OR any other subject not related to a production issue

   c. Resolution of an Incident may take the form of a permanent solution or a temporary fix allowing a satisfactory level of service until a permanent solution can be implemented. Estimated resolution times are provided for reference purposes only and the Customer understands and agrees that such estimates must never be interpreted as creating an obligation, guarantee or representation for the Customer. Experlogix reserves the right, at any time and at its sole discretion, to modify the Support Policy. To the extent Customer has executed an Order setting forth specific Support Services, such Order shall take precedence over any conflicting language in the Support Policy.

4. **Service Levels**. The Software and related services are hosted across multiple data centers on the Microsoft Azure platform. Thus, Experlogix relies on Service Level Agreements provided by Microsoft Azure. All Service Level Agreements for Microsoft Azure has a commitment for 99.9% and above uptime and connectivity. Detailed SLAs can be found from https://azure.microsoft.com/en-us/support/legal/sla/ and summaries from https://azure.microsoft.com/en-us/support/legal/sla/summary/.