TERMS AND CONDITIONS

1. **Subscription Services**

Supplier will make available to Customer (on a non-exclusive basis) the Subscription Services indicated in the Order Form (the "Services"). Customer agrees that its purchase of a subscription to the Subscription Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Supplier regarding future functionality or features.

2. **Restrictions**

Customer will use the Subscription Services only for its own, internal business purposes. Customer will not: resell, copy, frame or mirror any part or content of the Subscription Services; make the Subscription Services available for timesharing or service bureau purposes; or otherwise provide access to the Subscription Services to any third party, except as such third party access is expressly agreed to between the parties in the Order Form. Customer will not, subject to any non-waivable rights Customer may enjoy under applicable law, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code or underlying structure, ideas, know-how or algorithms relevant to the Subscription Services or any software, documentation or data related to the Subscription Services; interfere with or disrupt the integrity or performance of the Subscription Services or third party data contained therein; attempt to gain unauthorized access to the Subscription Services or its related systems or networks; modify, translate, or create derivative works based on the Subscription Services; or remove any proprietary notices or labels. Customer further agrees to those further restrictions, if any, on Customer's access to or use of the Subscription Services which are indicated in the Order Form.

3. **Technical Support**

Supplier will provide Customer with reasonable technical support services ("Technical Support") in accordance with Supplier's standard practice during the hours set out on the Order Form. Outside of regular office hours, non-emergency support will be charged to Customer at Supplier's then-current rates and will be subject to any additional terms and conditions set forth in the Order Form. Customer acknowledges and agrees that Technical Support is intended to address specific problems experienced by Customer relating to the Subscription Services, and is not intended to train Customer's employees or to support third party products ("Other Assistance"). Supplier will advise Customer during a support session if Supplier considers such request to constitute Other Assistance. Following such notice, if Customer wishes for the support session to continue, Customer will pay for such Other Assistance based on Supplier's then-current rates. Should the problem reported by Customer to Supplier be the result of hardware malfunction (not relating to Supported Hardware where such service is specified on the Order Form) or other causes external to the Subscription Services, Supplier will advise Customer to have the hardware/network repaired. Support resulting from hardware/network problems and/or issues associated with third party products or services will be billed to Customer at Supplier's then-current hourly rates.

4. **Interfaces**

Interfaces to third party vendor systems may be available, as indicated in the documentation associated with the Subscription Services. To the extent such third party vendor system interfaces are available, Supplier shall install or make available the interfaces as agreed between the parties on the Order Form. Customer shall act as a liaison between Supplier and any third party vendor(s) with which the Subscription Services shall interface. Customer shall have its third party vendor available at the time that Supplier is scheduled to connect the interface and in order to assist with such connection, as required by Supplier. Transactions processed by a third party vendor system may be subject to separate licensing requirements. Customer acknowledges and agrees that it has the sole obligation to obtain, or cause its third party vendor to obtain, any and all such licenses.

5. **Custom Development and Enhancement Requests**

This Agreement does not include any programming services for custom development or modifications. Such work, if negotiated and agreed to between Supplier and Customer, shall be the subject of a separate agreement for development services between the parties. Customer acknowledges that Supplier is not a contract development organization, but rather Supplier makes a single general release of the Subscription Services available within specified industries. As such, Customer further acknowledges that the Subscription Services are a major and valuable asset of Supplier's business and, as such, Supplier shall have complete control of the design and development of the Subscription Services, including with respect to any enhancements and modifications. Therefore, Supplier has the right, and sole discretion, to reject any request for enhancement or modification to the Subscription Services by Customer.

6. **Products**

Supplier agrees to resell to Customer the hardware and/or third party software items (collectively, "Products"), if any, indicated in the Order Form subject to the terms and conditions of this Agreement. All Products will be shipped F.O.B. origin. Customer shall be responsible for all delivery costs. Payment by Customer of delivery costs shall be due and payable upon its receipt of Supplier's invoice.

7. **Professional Services**

Supplier will provide Customer with the Professional Services, if any, set forth in the Order Form(s) ("Professional Services"). Such Professional Services shall be scheduled as mutually agreed upon subject to Supplier's availability following receipt by Supplier of the signed Agreement and any related deposit. Should Customer require rescheduling of confirmed Professional Service dates, Supplier will make commercially reasonable efforts to accommodate Customer's request and provide Customer with the next available dates based on Supplier's then-current availability. Customer shall be responsible for paying for any Professional Services that have been scheduled and confirmed between Customer and Supplier if canceled or rescheduled by Customer less than thirty (30) days prior to the commencement of such Professional Services, unless (and only to the extent that) Supplier is able to reschedule the resource with another customer using commercially reasonable efforts.

8. **Payment Terms**

Customer agrees to pay the fees set out in the Order Form(s). All fees are payable in accordance with the terms set out in, and in the currency specified in, the Order Form(s). Customer will also pay for Professional Services at Supplier's then prevailing rates, unless otherwise indicated on the Order Form. For Professional Services provided on-site at Customer's site or another Customer designated location, Customer will also be responsible for including travel, meals, accommodation and related expenses incurred by Supplier's employees or agents. Unless otherwise indicated on the invoice, all invoices are due upon receipt. Fees stated in the Order Form are exclusive of Taxes (as defined in Section 9). Other than as provided for pursuant to Section 16 (Indemnification), Supplier does not provide credits or refunds for fees already due or paid. If Customer wishes to decrease its use of the Subscription Services after the (to the extent service capacity or usage is limited pursuant to the Order Form(s)), Customer may do so after the Initial Term provided that Customer notifies Supplier thirty (30) days in advance. If Customer wishes to increase its use of the Subscription Services (to the extent service capacity or usage is limited pursuant to the Order Form(s)), Customer must notify Supplier in advance and pay any applicable fees.

Any invoice disputes must be initiated by Customer in good faith and in writing; Customer will be entitled to notify Supplier of any invoice dispute by the due date of the applicable invoice, after which time the invoice shall be deemed to be accepted by Customer and will be due and payable. If Customer initiates a dispute with regard to a particular invoice, any undisputed amounts charged on such invoice will continue to be due and payable. Supplier and Customer agree to use reasonable efforts to address and attempt to resolve any invoice dispute within thirty (30) days after Supplier's receipt of Customer's notice to Supplier regarding such dispute. With regard to any undisputed invoiced amount that is not paid when due, Supplier reserves the right to charge, and Customer agrees to pay, a late payment fee on the unpaid balance from the due date until paid (whether before or after judgment) equal to one percent (1%) per month. If it is determined that Supplier properly charged any amount disputed and withheld by Customer, the late fee will be assessed and paid on the disputed, withheld amount.

Except for a good faith dispute as outlined above, should Customer fail to make any payment hereunder when due, Supplier reserves the right to suspend or interrupt the

provision of Customer's access to the Subscription Services (and all related services provided hereunder) until such non-payment is remedied, provided that Supplier provides Customer with five (5) days advance notice (including via email notification or other form of notification via the Subscription Services) that fees remain outstanding. In such event, Supplier shall not be precluded from exercising any additional remedies that might be available to it under the terms of this Agreement or otherwise.

9. **Taxes**

Customer is responsible for paying all taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes") associated with Customer's purchases hereunder. For clarity, Supplier is solely responsible for taxes assessable based on Supplier's income, property and employees. If Supplier has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address listed in the Order Form and invoiced to and paid by Customer, unless Customer provides Supplier with a valid tax exemption certificate authorized by the applicable competent authority in the relevant jurisdiction (or such other form of confirmation supplied for the same purpose) at least five (5) business days prior to the due date of the applicable Supplier invoice. All fees are payable in full and without reduction or withholding for Taxes. If, for whatever reason, Customer is required by law to withhold any Taxes from fees payable hereunder, Customer shall gross up its payments to Supplier so that Supplier receives the fees in full and free of any such deductions. Customer shall, upon request of Supplier, provide to Supplier proof that Taxes have been paid, if such payment is not made to Supplier directly. If Supplier pays any costs or expenses incurred in relation to any import duties, customs, formalities, permissions or other requirements, then Customer shall promptly reimburse Supplier for all such amounts in full.

10. **Third Party Components**

In order to properly utilize the Subscription Services, Customer agrees it may require use of certain third party components, which if any shall be listed in the Order Form ("Third Party Components"). Customer acknowledges that Supplier will have no responsibility for the implementation or operation of such Third Party Components.

11. **Ownership**

Customer shall own all right, title and interest in and to any data, including digital files and unstructured content objects, entered or submitted by Customer by means of the Subscription Services (the "Customer Data"). At all times Supplier will own all intellectual property rights (including copyright) in and to (i) the Subscription Services; (ii) any software (other than any Third Party Components) to which access may be provided by means of the Subscription Services; (iii) all upgrades, enhancements and modifications to the Subscription Services and (iv) any software, applications, inventions or other technology developed in connection with the Subscription Services.

12. **Customer Input**

Supplier shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by Customer, its employees, contractors and agents relating to the operation or functionality of the Subscription Services (collectively, "Customer Input"). Supplier shall have no obligation to incorporate Customer Input into the Subscription Services. Customer shall have no obligation to provide Customer Input.

13. **Use of Logo for Promotional and Marketing Materials**

Unless indicated otherwise in the applicable Order Form, Customer provides Supplier with permission to use its trademark, logo and trade name ("Branding") within Supplier's promotional and marketing materials. Supplier is granted no other right to the Branding and acknowledges that it shall not gain any proprietary interest in the same. Supplier is under no obligation to make use of, or to provide compensation for, the right or permission granted by Customer to the Branding. Supplier shall be the exclusive owner of all right, title, and interest, including copyright in its promotional and marketing materials. The permission to use the Branding may be terminated at any time by Customer by providing thirty (30) days' written notice to Supplier. Upon such termination, Supplier shall refrain from future use of the Branding; however, Supplier may continue to distribute and use the promotional and marketing materials where Customer's Branding has been previously printed prior to the notice of termination and where such placements cannot be discontinued or altered without Supplier incurring any losses.

14. **Confidentiality**

(a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes Customer Data; Supplier's Confidential Information includes the Subscription Services and information regarding features, functionality and performance of the Subscription Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

(b) Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and shall: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this Section 14(b).

(c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

15. **Data**

(a) Customer will have sole and exclusive responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data. Customer will not send or store infringing, obscene, threatening, libelous or otherwise unlawful or tortious material, including material that is harmful to children, violates third party privacy or intellectual property rights, includes malicious code, or that will interfere with the integrity of the Subscription Services.

(b) Customer grants to Supplier a royalty-free, non-transferable, non-exclusive license for the term of this Agreement to use Customer Data to the extent necessary to perform the Subscription Services. Notwithstanding anything to the contrary, Supplier shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Subscription Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Supplier

will be free (during and after the term hereof) to (i) analyze and use such information and data to improve and enhance the Subscription Services and for other development, diagnostic and corrective purposes in connection with the Subscription Services and other Supplier offerings (examples of such uses include optimizing resources and support, research and development, verification of security and data integrity, internal demand planning, industry developments and anonymous benchmarking with other customers), and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business.

(c) Where Customer is subject to EU data protection laws, the attached Data Processor Addendum shall apply to the extent that Supplier processes personal data on Customer's behalf.

16. **Indemnification**:

(a) Intellectual Property Infringement Indemnification in Favour of Customer. Supplier will hold harmless, defend, and indemnify Customer and its officers, directors, employees, agents, successors and permitted assigns from and against any and all costs, damages and expenses arising out of any claim brought against Customer by a third party based on the claim that the Subscription Services, or Customer's use of the Subscription Services infringes or misappropriates any United States, Canadian, United Kingdom, European Union, Australian or New Zealand patent, copyright, trade secret, or trademark of that third party, provided that Customer (i) notifies Supplier in writing no later than thirty (30) days after Customer's receipt of notification of potential claims; (ii) allows Supplier to assume sole control of the defense of such claim and all related settlement negotiations and (iii) provides Supplier, at Supplier's sole cost and expense, with all reasonable assistance, information and authority necessary to perform Supplier's obligations under this Section. Supplier will not be liable for any infringement or claim based upon any modification of the Subscription Services developed by Customer, or use of the Subscription Services in combination with software or other technology not supplied or approved in advance by Supplier, or use of the Subscription Services contrary to this Agreement or the documentation related to the Subscription Services, including operator and user manuals. If the Subscription Services are held by a court of competent jurisdiction to infringe, Supplier, at its own expense, shall (a) replace or modify the Subscription Services to be non-infringing; (b) obtain for Customer a right to continue using the Subscription Services; or (c) if neither (a) nor (b) is feasible, terminate the Agreement and refund a portion of the subscription fee paid by Customer for the Subscription Services for which Customer has not yet enjoyed use of the Subscription Services, including fees or costs associated with custom development and services paid for but not yet delivered. THE FOREGOING STATES SUPPLIER'S SOLE AND EXCLUSIVE LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER INDEMNIFIED PARTIES WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS OF ANY THIRD PARTY.

(b) Customer's Indemnity. Customer agrees to indemnify, hold harmless and defend Supplier, its affiliates and any of their respective officers, directors, employees, agents, successors and permitted assigns from and against all costs, damages and expenses arising out of or on account of any violation of Section 2 (Restrictions) or Section 15(a) (Customer Data) by Customer.

17. **Warranty & Warranty Disclaimer**:

(a) Subscription Services – Limited Warranty. Supplier warrants that the Subscription Services will conform in all material respects to the documentation provided by Supplier in relation to the Subscription Services. As Customer's sole remedy for any breach of this warranty, if Customer brings to Supplier's notice any incidence of non-conformance, Supplier will use reasonable efforts to correct the error. Supplier's maintenance hours for receiving any such calls are set in the Order Form.

(b) Service Level Guarantee. If the Subscription Services are unavailable to Customer for more than five percent (5%), or such other figure specified in the Order Form, of the scheduled uptime for any month (exclusive of scheduled maintenance time or any downtime attributable to third parties or Customer, or for which Supplier is not responsible (including, but not limited to interruptions and delays inherent in Internet communications), then Supplier will credit Customer with a proportionate share of the Service fees for such month on Customer's next required payment to Supplier (for example, if the Subscription Services are unavailable for six percent (6%) of the month, then the credit will be equal to six percent (6%) of the fees in respect of that month). In order to receive downtime credit, Customer must notify Supplier in writing within forty eight (48) hours from the time of downtime, and failure to provide such notice will forfeit the right to receive downtime credit. Such credits may not be redeemed for cash and shall not be cumulative beyond a total of credits for one (1) week of Service fees in any one (1) calendar month in any event. Supplier will only apply a credit to the month in which the incident occurred. Supplier's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Supplier to provide adequate service levels under this Agreement.

(c) Internet. Supplier will use commercially reasonable efforts to ensure that the web pages generated with the Subscription Services will be served (i.e. delivered from Supplier's internal network or that of its Internet service provider) promptly regardless of the level of traffic to Supplier's servers, subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Customer acknowledges that problems with the Internet, equipment, software and network failures, impairments or congestion, or the configuration of Customer's computer systems, may prevent, interrupt or delay Customer's access to the Subscription Services or data stored within the Subscription Services. Supplier is not liable for any delays, interruptions, suspensions or unavailability of the Subscription Services or the data stored within the Subscription Services, attributable to problems with the Internet or the configuration of Customer's computer systems.

(d) System Requirements. Customer acknowledges that the Subscription Services are intended to perform with, and Supplier provides the Subscription Services based upon, the system requirements specified in the Order Form or additional documentation made available by Supplier to Customer, as those may be updated by Supplier from time to time. Supplier has no liability for failure of the Subscription Services based upon Customer's failure to comply with such system requirements.

(e) Products. Supplier represents that it has the authority of each producer and/or manufacturer of Products which are subject to this Agreement to sell the same to Customer. Customer acknowledges that Supplier makes no warranties, conditions, representations or guarantees, express or implied, concerning Products. Supplier in so far as it is possible hereby assigns to Customer the producer's or manufacturer's warranty(s), if any, applicable to the Products. To the extent permitted by law, Supplier makes no representations regarding the validity or enforceability of any such producer's or manufacturer's warranty and Customer understands that its sole remedy for any breach of warranty is such as may exist against the producer or manufacturer under the producer's or manufacturer's warranty.

(f) Warranty Limitation. The conditions and warranties set forth in this Agreement do not apply to the extent that non-compliance is caused by, or has resulted from, (i) Customer's use of the Subscription Services other than as authorized in this Agreement; (ii) use of the Subscription Services in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Supplier for use with the Subscription Services; (iii) any malfunction of Customer's hardware, computers, computer-related equipment or network connections; and (iv) any modification of the Subscription Services not performed by Supplier or otherwise authorized by Supplier in writing.

(g) Disclaimer. EXCEPT FOR THE WARRANTIES PROVIDED IN THIS SECTION 17 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SUPPLIER DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY AND CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUPPLIER MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THE USE OF REASONABLE SKILL AND CARE, NON-INFRINGEMENT, SATISFACTORY QUALITY, ACCURACY, FREEDOM FROM ERROR OR THAT THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, WILL MEET ALL OF CUSTOMER'S REQUIREMENTS. SUPPLIER MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS WITH RESPECT TO ANY THIRD PARTY SOFTWARE, HARDWARE OR SERVICES PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES.

SUPPLIER'S LIMITED WARRANTIES DO NOT APPLY TO ANY SOFTWARE WHICH HAS BEEN MODIFIED OR ALTERED IN ANY MANNER BY ANYONE OTHER THAN SUPPLIER OR ITS AUTHORIZED AGENT. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF CERTAIN OR ANY EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. IN THAT EVENT, SUCH WARRANTIES, REPRESENTATIONS, GUARANTEES OR CONDITIONS ARE LIMITED IN DURATION TO THE WARRANTY PERIOD TO THE EXTENT LEGALLY PERMISSIBLE.

Nothing in this Agreement excludes, restricts, or modifies any right or remedy, or any guarantee, representation, warranty, condition or other term, implied or imposed by any applicable law which cannot lawfully be excluded or limited. This may include any consumer law which contains guarantees that protect the purchasers of goods and services in certain circumstances. If any guarantee, representation, warranty, condition or other term is implied or imposed concerning this Agreement under any consumer law or any other applicable law and cannot be excluded (a "Non-Excludable Provision"), and Supplier is able to limit Customer's remedy for a breach of the Non-Excludable Provision, then the liability of Supplier for breach of the Non-Excludable Provision is limited to one or more of the following, at Supplier's option: (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or (b) in the case of services, the supplying of the Subscription Services again, or the payment of the cost of having the Subscription Services supplied again. Customer may make such a guarantee claim by contacting the Licensor at the contact details set forth in the Order Form.

The parties agree that it is Customer's responsibility to determine whether the Subscription Services are suitable for Customer's requirements. No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever.

18. **Limitation of Liability**:

EXCEPT FOR LIABILITY ARISING (I) FROM CUSTOMER'S BREACH OF SECTION 2 (RESTRICTIONS), (II) UNDER SECTION 16 (INDEMNIFICATION) OR (III) FOR PERSONAL INJURY OR DEATH CAUSED BY NEGLIGENCE, (IV) FRAUD OR FRAUDULENT MISREPRESENTATION:

(A) TO THE FULL EXTENT PERMITTED BY LAW, SUPPLIER'S ENTIRE LIABILITY UNDER THIS AGREEMENT OR IN ANY WAY RELATED TO THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, OR ANY RELATED ITEMS WILL BE LIMITED TO DIRECT DAMAGES IN AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER TO SUPPLIER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM; AND

(B) NEITHER PARTY WILL BE LIABLE FOR:

(I) ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT OR IN ANY WAY RELATED TO THE SUBSCRIPTION SERVICES, THE PROFESSIONAL SERVICES, IF ANY, AND THE PRODUCTS, IF ANY, OR ANY RELATED ITEMS; OR

(II) ANY LOSS OF REVENUE, PROFITS, GOODWILL OR DATA, OR DATA USE (INCLUDING AS A RESULT OF A VIRUS), BUSINESS INTERRUPTION, FAILURE TO REALIZE AN EXPECTED SAVING, CORRUPTION OF DATA, OR CLAIMS AGAINST THEM BY ANY THIRD PARTY,

EVEN IF THE PARTIES ARE ADVISED, OR MAY REASONABLY SUPPOSED TO HAVE BEEN AWARE, OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

SUCH LIMITATIONS WILL APPLY REGARDLESS OF HOW THE CLAIM ARISES, WHETHER ARISING BASED ON CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE AND WILL APPLY TO ALL ORDER FORMS, SCHEDULES, ADDENDA, AGREEMENTS AND ATTACHMENTS RELATED TO THIS AGREEMENT.

THE FOREGOING LIMITATIONS OF LIABILITY ALLOCATE THE RISKS BETWEEN SUPPLIER AND CUSTOMER AND FORM A MATERIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES. SUPPLIER'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THE LIMITATION OF LIABILITY SPECIFIED HEREIN.

19. **Term and Termination**

(a) Term of Agreement. This Agreement commences on the Effective Date or on the date that access to the Subscription Services is made available to Customer, whichever is sooner, and continues until all subscriptions hereunder have expired or have been terminated.

(b) Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term.

(c) Termination by Customer. Customer has the right to terminate this Agreement if Supplier is in default of any term or condition herein, and fails to cure such default within thirty (30) days after receipt of written notice of such default or if Supplier becomes insolvent or any proceedings are to be commenced by or against Supplier under any bankruptcy, insolvency or similar laws.

(d) Termination by Supplier. Subject to Section 19(e) (Failure to Pay Fees), Supplier has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, it will be deemed a Customer default under this Agreement if Customer fails to pay any amount when due hereunder. Supplier may terminate this Agreement immediately if: (i) Customer breaches Section 2 (Restrictions)) or Section 15(a) (Customer Data); (ii) Customer becomes insolvent, a receiver, administrator, controller or a liquidator is appointed to Customer, Customer assigns any of its property for the benefit of creditors or any class of them or any proceedings have been commenced by or against Customer under any bankruptcy, insolvency or similar laws; or (iii) if Customer develops software or services that is competitive with the Subscription Services or Customer is acquired by or acquires an interest in a competitor of Supplier.

(e) Failure to Pay Fees. In the event that Customer fails to pay the applicable fees when due, Supplier reserves the right to elect to take one of the following courses of action (without limiting Supplier's other available remedies): (i) notify Customer that this Agreement will immediately expire (or has expired) effective as of the expiration of the then-current period; or (ii) allow this Agreement to renew for another renewal period, in which event, the applicable fees for such renewal period will continue to be payable; provided, however, that if Supplier does not affirmatively notify Customer that alternative (i) or (ii) has been selected, then alternative (ii) will apply.

(f) Early Termination. Customer understands that Supplier has undertaken significant implementation and investment costs which are intended to be amortized over any initial term indicated on the Order Form ("Initial Term"). In consideration of the costs and the pricing structure acknowledged and accepted in the Order Form, Customer agrees to pay liquidated damages if Customer elects early termination during such Initial Term (other than pursuant to Section 19(c)). The liquidated damages for such early termination will be the value of the fees for the remainder of the Initial Term, or in the event a renewal term (each, a "Renewal Term") has been entered into, the value of the fees for the remainder of the Renewal Term shall be payable, along with any outstanding fees for additional modules and services ordered but not yet paid for by Customer since the date of this Agreement. These liquidated damages are due and payable in a lump sum on the date of termination of the Agreement. Customer acknowledges that the actual damages likely to result from a breach of the Initial Term or the Renewal Term, as applicable, by Customer are difficult to ascertain and that the foregoing liquidated damages are intended to represent estimated actual damages and are not intended as a penalty.

(g) Data Portability and Deletion. Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, Supplier will make the Customer Data available to Customer for export or download. After such thirty (30) day period, Customer acknowledges that Supplier will have no obligation to maintain or provide Customer Data. Where Customer is subject to EU data protection laws and a Data Processor Addendum applies, the Data Processor Addendum will govern with respect to the data portability and deletion of Customer Data that is Personal Data (as such term is defined in the Data Processor Addendum).

(h) Surviving Provisions. Following the termination of this Agreement, the Sections titled "Payment Terms," "Taxes," "Ownership," Customer Input," "Confidentiality," "Data," "Indemnification," "Warranties & Warranty Disclaimer," "Limitation of Liability," "Term and Termination," "Assignment," "Dispute Resolution," "Governing Law" and "General Provisions" will continue in full force and effect in accordance with their terms.

20. **Assignment**

Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all schedules and Order Forms), without the other party's consent in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. In the case of Customer, the following requirements shall exist: (i) Customer must be current with any and all payment due to Supplier hereunder and (ii) Customer shall execute and cause its permitted assignee to execute assignment documents in a form provided by or acceptable to Supplier. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. Any purported assignment in violation of this section shall be void and of no effect. Any permitted assignee shall assume all assigned obligations of its assignor under the Agreement.

21. **Governing Law**

The law that will apply to any question of interpretation regarding this Agreement, any question of the existence of this Agreement, or a lawsuit arising out of or in connection with this Agreement, and which courts have jurisdiction over any such lawsuit, depend on the country of incorporation, or organization, as applicable, of Customer, and will be determined as follows:

Customer Country of Incorporation:	Governing Law:	Courts Having Jurisdiction:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	The laws of the State of New York and the federal laws of the United States applicable in that state.	(a) The United States District Court for the Southern District of New York (to the extent it has subject matter jurisdiction), or (b) the Commercial Division of the Supreme Court of the State of New York in New York County (or, if such court lacks subject matter jurisdiction, in the courts of the State of New York in New York County)
Canada	The laws of the Province of Ontario and the laws of Canada applicable in that province.	Toronto, Ontario
The United Kingdom or Another Country in Europe, the Middle East or Africa	The laws of England and Wales.	England and Wales
Australia or a Country in Asia or the Pacific Region	The laws of the State of New South Wales and the laws of the Commonwealth of Australia applicable in that state.	Sydney, Australia

Each party agrees to the applicable governing law above, without regard to choice or conflicts of law rules, and to the jurisdiction of the applicable courts above. The parties exclude the operation of the United Nations Convention on Contracts of the International Sale of Goods.

22. **Dispute Resolution**

Upon any dispute, controversy or claim between the parties, each of the parties will designate a representative from senior management to attempt to resolve such dispute. The designated representatives will negotiate in good faith in an effort to resolve the dispute over a period of thirty (30) days. If the dispute is not resolved in this thirty (30) day period, a party may submit the dispute to binding arbitration. Customer shall select an arbitrator from a list of three (3) arbitrators to be provided by Supplier to Customer, each of which shall be skilled in the legal and business aspects of the software industry. The parties agree that the arbitrator's fee shall be split equally between the parties and that each party shall be responsible for its costs, legal and otherwise, in relation to the arbitration, unless the arbitrator decides that the circumstances justify an award of costs. The arbitration shall be conducted in the English language and shall take place in accordance with arbitration rules and in the location set forth in the below chart, depending on the country of incorporation, or organization, as applicable, of Customer:

Customer Country of Incorporation:	Applicable Arbitration Rules:	Location of Arbitration:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	Commercial Arbitration Rules of the American Arbitration Association	New York City, New York
Canada	Canadian Arbitration Association	Toronto, Ontario
The United Kingdom or Another Country in Europe, the Middle East or Africa	London Court of International Arbitration	London, England
Australia or a Country in Asia or the Pacific Region	Australian Centre for Commercial Arbitration	Sydney, Australia

The foregoing provision shall not limit the ability of a party to seek injunctive relief.

23. **Usage of Artificial Intelligence**

By using the Services and Supplier's (1) internal AI chatbot for customer inquiries and (2) AI tool to assist customers with business insight reporting (collectively, the "**AI Tools**"), you acknowledge that (1) you have authority to use these features in your role as personnel as a customer with Supplier; and (2) your use of these features shall be subject to the terms of this agreement and the terms set out in this "Usage of Artificial Intelligence" section (collectively, the "**Terms**"). You further acknowledge that you have read, understood, and agree to be bound by these terms which contain important information about limitations of liability, resolution of disputes through arbitration, and class action waivers.

If you do not agree to these Terms, please refrain from using the AI Tools.

(a) **Use of the AI Tools**.

(i) The AI Tools are provided solely for the purpose of providing information and assistance related to the use of the Services. You may only use the AI Tools for this purpose and for no other purpose and strictly in accordance with these Terms.

(ii) You are solely responsible for the inputs you provide in the AI Tools (including, without limitation, any information you provide and the questions you ask in the AI Tools). By providing any inputs in the AI Tools, you give Supplier, its affiliates and service providers the right to use such input to provide the AI Tools, to comply with law, and to enforce policies of Supplier, its affiliates or service providers, including these Terms. You further represent and warrant that you have all necessary rights and permissions to share and input such information into the AI Tools for Supplier, its affiliates and service providers to use for such purposes.

(b) **Prohibited Uses of the AI Tools; Ownership**.

(i) You are prohibited from and may not at any time share or input any confidential, proprietary, or sensitive information in the AI Tools. You understand and agree that we cannot guarantee the confidentiality of any information shared in the AI Tools. You may not at any time share or input any sensitive personal information (as regulated by US federal, state and local data privacy, data protection and data security laws, rules and regulations), including, without limitation, any protected health information (as defined by the Health Information Portability and Accountability Act), and non-public personal information (as defined in the Gramm-Leach-Bliley Act), any consumer health information (as defined in Washington state's My Health My Data Act), information that could be used to access an email or other account (whether or not in combination with account user name), social security number, payment card information, biometric data or identifiers, race, ethnicity, sexual orientation, religious or philosophical beliefs, or any other information considered sensitive or could lead to a substantial risk of harm to the individual if improperly disclosed. You, not Supplier, shall be solely responsible for any liability arising from your breach of this Section. Any personal information provided via the AI Tools shall be treated in accordance with Section 8 below.

(ii) Without limiting the generality of Section 1.1 above, you are prohibited from and may not use the AI Tools for any of the following purposes: (i) illegal activity; (ii) abusive or exploitive purposes; (iii) generation of harmful, harassing, or violent content; (iv) generation of malware; (v) activities that have a high risk of physical harm or economic harm; (vi) fraudulent or deceptive activity; (vii) activities that violate people's privacy or other rights; or (viii) to provide professional advice to others.

(iii) You understand and agree that as between you and us, we and our licensors are the sole and exclusive owner of the AI Tools software, and you are prohibited from creating derivative works, reproducing, modifying, adapting or distributing the AI Tools software, whether in whole or any part thereof, without the express written consent of Supplier. You understand and agree that as between you and us all outputs of the AI Tools are exclusively owned by Supplier and you shall not create derivative works, reproduce, modify, adapt or distribute such outputs, in each case, whether in whole or any part thereof, without the express written consent of Supplier

(iv) You understand and agree that the AI Tools software and AI Tools outputs are the confidential information of Supplier and agree to not disclose or permit any third party to access the AI Tools software or disclose any of the AI Tools outputs to anyone without the prior express written consent of Supplier. You agree to only use the AI Tools outputs for purposes of using the Services offered by Supplier and in strict accordance with these Terms, including, without limitation, Section 7 below.

(c) **No Reliance, Warranty or Liability**.

(i) The AI Tools is provided "as is" on an "as available" basis without any warranties of any kind whatsoever.

(ii) You should Use discretion before relying on or using content provided by the AI Tools. the AI Tools may sometimes provide unreliable, inaccurate or incomplete content.

(iii) Supplier and its affiliates hereby disclaim any and all warranties, express or implied or statutory, OF ANY KIND, INCLUDING, BUT NOT limiting to, any warranties regarding the accuracy, reliability, or completeness of any information provided in the AI Tools OR THE AVAILABILITY OF THE AI Tools.

(iv) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, Supplier and its affiliates shall not be liable for any direct, indirect, incidental, special, consequential, EXEMPLARY or punitive damages arising from the use of the AI Tools or reliance on the information provided, even if Supplier and its affiliates have been advised of the possibility of such damages.

(d) **No Professional Advice**. The AI Tools are not a substitute for professional advice, including but not limited to legal, medical, financial, technical or other professional advice. Do not rely on the AI Tools for legal, financial, technical, medical or other professional advice. Always seek advice from qualified professionals when needed.

(e) **Indemnification**. Notwithstanding anything else contained in this Agreement, Customer agrees to indemnify, defend and hold harmless Supplier and its affiliates from any and all claims, losses, damages, liabilities, costs, or expenses (including, without limitation, attorneys' fees) arising from your use of the AI Tools or any violation of these Terms.

(f) **Binding Arbitration; Class Action Waiver**. PLEASE READ THE FOLLOWING SECTIONS CAREFULLY. THEY AFFECT YOUR LEGAL RIGHTS. By accepting these Terms, you agree to resolve any dispute with us through binding arbitration and to waive your rights to participate in any class action suit and to a jury trial. This agreement to arbitrate, class action waiver, and jury trial waiver shall survive termination of these Terms or your discontinued use of the AI Tools. Any dispute arising out of or relating to these Terms or your use of the AI Tools shall be resolved through binding arbitration in accordance with the rules of the American Arbitration Association, by a sole arbitrator, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

YOU AND WE EACH AGREE THAT ANY PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, REPRESENTATIVE, MASS, OR CONSOLIDATED ACTION.

(g) **Confidentiality**. Notwithstanding anything else contained in this Agreement, Customer agrees not to disclose or share any conversations or information obtained through the AI Tools with third parties, and you acknowledge that all such AI Tools conversations, if applicable, are confidential information of Supplier. Customer shall protect such conversations or information from inadvertent or unauthorized disclosure or misuse. You shall only use information from such conversations, if applicable, in connection with your use of the Services and for no other purpose.

(h) **Privacy**. Your use of the AI Tools may be subject to Supplier's privacy policy to the extent you provide the AI Tools with any personal information; your use of the AI Tools is also subject to our privacy policy which can be found here; https://clubcaddie.com/privacy-policy/

(i) **Changes to this Policy**. We reserve the right to amend this policy at our discretion and at any time. When we make changes to this policy, we will post the updated notice on this site and update the notice's last updated date. Your continued use of the AI Tools following the posting of changes constitutes your acceptance of such changes.

(j) **Contact Information**. For any questions or concerns regarding these Terms or the AI Tools, please contact Supplier at info@clubcaddie.com.

24. **General Provisions:**

(a) Export Compliance: The Subscription Services and derivatives thereof may be subject to export laws and regulations. Each party represents that it is not named on any denied-party list under applicable law. Customer agrees that (i) it shall not permit access or use of the Subscription Services in violation of any applicable embargo, export law or regulation and (ii) no data, information, program and/or materials resulting from the Subscription Services (or direct product thereof) will be exported, directly or indirectly, in violation of such laws.

(b) Anti-Corruption: Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Supplier's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Supplier.

(c) Modifications: This Agreement may not be modified except in writing signed by both parties.

(d) Subcontractors: Supplier reserves the right to make use of subcontractors to provide services and to use such means as Supplier, in its sole discretion, considers appropriate. Supplier's use of subcontractors shall not relieve it of its obligations under this Agreement.

(e) Independent Contractor: The relationship of the parties established by this Agreement is that of independent contractors. This Agreement does not establish an agency, joint venture or partnership relationship between Supplier and Customer. Supplier and its personnel, agents, Suppliers, and Supplier's authorized representatives, are acting as independent contractors and not as employees or agents of Customer. Nothing in this Agreement will be construed to permit either party to bind the other or to enter into obligations on behalf of the other party.

(f) Non-Solicitation: During the Term of this Agreement and for a period of one (1) year following the termination of this Agreement, each party hereto agrees not to solicit, recruit or employ any employee of the other party without the prior written consent of the Chief Executive Officer, President or Director of the other party. For purposes of this section, the terms "employee," shall include any person with such status at any time during the six (6) months preceding any solicitation in question. For the avoidance of doubt, the foregoing restriction shall not apply to the following forms of solicitation (and resulting employment): (i) a party using general bona fide solicitations directed at the public or industry participation in general in publications or internet resources not specifically targeted at employees of the other party, or employing any person who responds to such solicitations; (ii) using search firms, or hiring any persons solicited by such search firms, so long as such firms are not advised by a party to solicit employees of the other party; or (iii) soliciting any person who has left the employment of the other party prior to the date of this Agreement.

(g) Force Majeure. Neither party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control provided that the party affected by such failure or delay gives the other party prompt written notice of the cause and uses commercially reasonable efforts to correct such failure or delay within a reasonable period of time.

(h) Severability: If any provision contained herein or part thereof is determined to be void or unenforceable in whole or in part by a court of competent jurisdiction, such invalid provision or part thereof shall be deemed not to affect or impair the validity or enforceability of any other provision or part thereof contained herein, all of which remaining provisions or parts thereof shall be and remain in full force and effect.

(i) Headings: The headings and subheadings contained herein are inserted for convenience of reference only and shall in no way be construed to be interpretations of terms.

(j) Notices: All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after being sent by pre-paid recorded post; or (iii) the second business day after sending by facsimile with telephonic confirmation of receipt. Notices to Supplier shall be sent to the address shown in the introductory paragraph of this Agreement addressed to Supplier's signatory of this Agreement. Notices to Customer shall be sent to the address shown in the introductory paragraph of this Agreement addressed to Customer's signatory of this Agreement. Each party may modify its recipient of notices by providing notice pursuant to this Agreement.

(k) Waiver: No delay by either party in enforcing any of the terms or conditions of this Agreement will affect or restrict such party's rights and powers arising under this Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing. The waiver by any party of a breach of this Agreement does not constitute a waiver of a repeat of the same breach or of other breach of rights or obligations under this Agreement.

(l) Third party rights: A person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

(m) Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all proposals, oral and written, and all previous negotiations and communications between the parties and their representatives with respect to the subject matter of this Agreement. For greater certainty, this Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if Supplier accepts or does not otherwise reject the purchase order. Each party acknowledges that, in entering into this Agreement, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement.

(n) Counterparts: This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a Portable Document Format (PDF), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

(o) Acknowledgement of Negative Option Terms. The Customer acknowledges, understands, consents and agrees to the negative option terms contained within

this Agreement. For clarity, negative option terms generally refer to:

i. any automatic renewal terms (e.g., a subscription or service that renews unless a customer cancels in advance);

ii. continuity plans (e.g., a customer agrees in advance to receive a service/goods and will continue to do so unless they cancel);

iii. free or fee-to-pay conversions (e.g., goods/services in exchange for free or nominal fee converts to regular pricing unless customer cancels); or

iv. pre-notification negative option plan (e.g., a supplier provides notices of offering goods/services and then sends them to a customer, and charges, unless customer declines)

The Customer acknowledges, understands, consents and agrees to the fact that this Agreement may contain any or all of the negative option terms set out above. The Customer further acknowledges and understands that should it wish to terminate or cancel this Agreement, it can do so in accordance with the terms and conditions set out within this Agreement.

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