

## MASTER SUBSCRIPTION SERVICES AGREEMENT (SAAS AND PROFESSIONAL SERVICES)

This Master Subscription Services Agreement (SaaS and Professional Services) (this “**Agreement**”) is made effective as of February 14, 2025 (the “**Effective Date**”), between UPS Systems Company with its principal place of business at 1410 NW Kearney, Suite 1112, United States of America (“**Customer**”), and , with its principal place of business at (“**Contractor**”). Customer and Contractor may each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

- A. Customer requires certain hosted third-party Subscription Service (as defined below) with respect to certain hosted solutions developed by Contractor and Professional Services (defined below) related thereto;
- B. Customer has selected Contractor to manage and provide the Subscription Service and Professional Services (collectively, referred to herein as the “**Services**”); and
- C. Contractor wishes to provide the Services and acknowledges that the successful performance of the Services and the security and availability of Customer Data (as defined below) are critical to the operation of Customer’s business.

NOW, THEREFORE, in consideration of the mutual covenants and representations set forth in this Agreement, the Parties hereby agree as follows:

### TERMS AND CONDITIONS

- 1. **Definitions.** When used throughout this Agreement, the following capitalized terms will have the meanings assigned to those terms in this Section.
  - 1.1. “**Affiliates**” means any entity controlling or controlled by or under common control with a Party, where “**control**” is defined as the ownership of more than 50% of the equity or other voting interests of such entity or the power to direct or cause the direction of the management or policies of such entity, whether through ownership, voting securities, contract or otherwise.
  - 1.2. “**Authorized User(s)**” has the meaning set forth in Section 2.3 (License and Authorized Users).
  - 1.3. “**Business Day**” means Monday through Friday, excluding legal holidays observed by the United States Government.
  - 1.4. “**Contractor Property**” means all Intellectual Property Rights that (a) were in existence and owned by Contractor before the Agreement Effective Date, including any Subscription Service, or (b) were made or discovered by Contractor after the Agreement Effective Date and constitute a Derivative regardless of whether pertaining to a Work Order, or (c) were made or discovered by Contractor other than in connection with a Work Order.
  - 1.5. “**Contractor Resources**” means any of Contractor’s employees, representatives, agents, and permitted subcontractors who may act on behalf of, or otherwise represent, Contractor in providing the Subscription Service and/or Professional Services.
  - 1.6. “**Customer Data**” means the electronic data and information uploaded, submitted or otherwise transmitted to or through the Subscription Service by Customer or its Affiliates, and any derivatives resulting from the processing of such data or information. Customer Information shall also be known and treated as Customer Confidential Information. Customer Data shall be and remain the sole and exclusive property of Customer.
  - 1.7. “**Deliverables**” means the items specified in any Work Order related to any Professional Services to be provided by Contractor under the Work Order.
  - 1.8. “**Derivatives**” means (a) for copyrighted or copyrightable material, any abridgment, revision, translation, enhancement, improvement, modification, expansion, compilation or other form in which an existing work may be recast, transformed or adapted, (b) for patented or patentable material, any improvement thereof, or (c) for trade secrets, any new material derived from such

existing trade secret material, including new material which may be protected by copyright, patent or trade secret.

- 1.9. **“Developments”** means (a) all Deliverables, (b) and all related Intellectual Property Rights that are made, created, discovered or reduced to practice in connection with a Work Order; except that the term **“Developments”** does not include any Contractor Property.
- 1.10. **“Documentation”** means all written instructions, user and technical manuals, reference guides, training materials, release notes, installation notes, descriptions, specifications, and any other materials, in paper, electronic or any other form, that describe the requirements, features, functions, support, maintenance and/or use of the Subscription Service.
- 1.11. **“Fees”** means the compensation payable to Contractor for the Subscription Service as stated in any Subscription Service Order and for Professional Services as stated in the specific Work Order.
- 1.12. **“Fixed Price”** means a compensation arrangement whereby Contractor is to be paid an agreed amount for a Project based on the Milestones achieved.
- 1.13. **“Force Majeure Event”** has the meaning set forth in Section 13.3.
- 1.14. **“Intellectual Property Right”** means any patent rights, copyrights, moral rights, trademark rights, trade name rights, service mark rights, trade dress rights, trade secret rights, proprietary rights, privacy rights, and publicity rights, whether or not those rights have been filed or registered under any statute or are protected or protectable under applicable law.
- 1.15. **“Malicious Code”** has the meaning set forth in Section 8.2.4.
- 1.16. **“Material Breach”** has the meaning set forth in Section 3.2.1.
- 1.17. **“Milestone”** means, in the case of a Fixed Price Work Order, the occurrence of an event or date (such as the beginning or completion of the Professional Services in the Work Order or the delivery or Acceptance of a Deliverable) that triggers Customer’s obligation to make a payment to Contractor.
- 1.18. **“Order”** refers individually and/or collectively to any Subscription Service Orders and Work Orders.
- 1.19. **“Parties”** means Contractor and Customer or any Customer Affiliate that enters into an Order, and **“Party”** means any of them individually.
- 1.20. **“Professional Services”** means certain information technology and related services, including, assistance with implementation and training services provided by Contractor to Customer.
- 1.1 **“Project”** means the delivery of and performance of the Professional Services and Deliverables to be provided by Contractor under a Work Order.
- 1.2 **“Resilience Obligations”** has the meaning set forth in Section 2.12 of the Agreement.
- 1.21. **“Service Levels”** has the meaning set forth in **Exhibit C (Support & Service Level Agreement)**.
- 1.22. **“Services”** refers to the Professional Services and Subscription Service collectively, including any Deliverables to be produced in connection with the same.
- 1.23. **“Services Window”** has the meaning set forth in **Exhibit C (Support & Service Level Agreement)**.
- 1.24. **“Software”** means, unless expressly indicated otherwise herein or in any Subscription Service Order, only the machine-readable object code version of a computer software program, and all Documentation relating thereto.
- 1.25. **“Subscription Service”** refers to Contractor’s proprietary hosting solutions known as the Subscription Service and other software-related Services as described in Section 2.1, below.

- 1.26. “**Subscription Service Order**” means an addendum to this Agreement, duly executed by both Parties, pursuant to which Customer and any Affiliate may order the Subscription Service. The term “**Subscription Service Order**” may be used interchangeably with the term “**Order**.”
- 1.27. “**T&E**” stands for “**time and expense**” and means a compensation arrangement whereby Contractor (a) is to be paid for a Professional Services Project on the basis of productive hours actually worked and, unless otherwise specified in a Work Order, (b) is to be reimbursed for certain expenses actually incurred by Contractor in connection with that Project, as set forth in this Agreement.
- 1.28. “**Term**”, “**Initial Term**” and “**Renewal Term**” have the meanings set forth in Section 3.1 (Term and Renewal).
- 1.29. “**Updates**” means any patch, maintenance release, or new version of the Subscription Service that Contractor generally makes available to its customers, at no additional charge, to correct errors and fix bugs in, or to add features and functionality to, the Subscription Service.
- 1.30. “**Uptime Service Level**” has the meaning set forth in **Exhibit C (Support & Service Level Agreement)**.
- 1.31. “**Work Order**” means a written addendum to this Agreement that describes the Professional Services and Deliverables for each Project and includes: (a) the work schedule, including delivery and completion dates for those Professional Services and Deliverables, (b) the basis for compensation, whether Fixed Price or T&E, (c) the Fixed Price or T&E estimate, as applicable, and (d) any additional terms such as delivery dates, and special warranty terms.

## **2. The Subscription Service; Subscription Service License and Professional Services.**

- 2.1. Purpose and Affiliates. Any Customer Affiliate may issue an Order under this Agreement, and in that case, (a) all references to “**Customer**” in this Agreement will refer to the Customer Affiliate executing that Order; and (b) only the Customer Affiliate executing that Order will incur any obligation or liability to Contractor under that particular Order. Each Subscription Service Order will be substantially in the form of **Exhibit A (Form of Subscription Service Order)** attached hereto and will set forth: (a) a detailed description of the specific hosted Software and Subscription Service to be provided by Contractor, (b) the term of such Subscription Service, (c) the Fees for such Subscription Service, (d) any assumptions or conditions upon which the foregoing terms of the Subscription Service are based, and (e) any additional material terms. The Professional Services will be provided by Contractor to Customer via one or more Work Orders (sequentially numbered) in substantially the form of the Work Order attached hereto as **Exhibit B (Form of Work Order)**.
- 2.2. No Exclusivity and No Volume Commitment. Nothing herein shall be deemed to preclude Customer and/or any of its Affiliates from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Contractor hereunder. This Agreement does not obligate Customer or any of its Affiliates to order any Subscription Service and Customer and/or any of its Affiliates will not become obligated in any way to Contractor until Customer and/or any of its Affiliates has placed an Order with Contractor, and Contractor accepts that Order. Upon Contractor’s written acceptance of an Order, Customer or its Affiliate(s), as applicable, will be bound to purchase, and Contractor will be bound to provide, the Subscription Service described in that Order.
- 2.3. License and Authorized Users. Subject to this Agreement and the terms set forth in a mutually accepted Subscription Service Order, Contractor hereby grants to Customer a non-exclusive, worldwide, enterprise-wide, non-sublicensable, non-transferable (except as otherwise set forth in Section 13.7 (Assignment of Agreement), license to use the Software and Subscription Service (including any Documentation and Updates), for Customer’s and its Affiliates’ business purposes during the Term set forth in the applicable Subscription Service Order. Unless otherwise limited in a Subscription Service Order, Customer and its Affiliates and their respective employees, agents, contractors, or suppliers of services that have a need to use the Software and Subscription Service for the benefit of Customer or its Affiliates shall have the right to

operate and use the same (each an “**Authorized User**” and collectively, the “**Authorized Users**”). Customer is responsible for all activities conducted under its Authorized User logins and IDs for its Authorized Users’ compliance with the terms of this Agreement.

- 2.4. Authorized User Logins and IDs. Customer may delete and add Authorized User logins or IDs from time to time without incurring additional license fees, as reasonably necessary to accommodate changes in personnel and duties, subject at all times to any applicable usage parameters in any Subscription Service Order (e.g., limits on the number of Authorized Users).
- 2.5. License Restrictions. Except as expressly permitted in the Documentation or the applicable Subscription Service Order, Customer’s use of the Subscription Service shall not include service bureau use, outsourcing, renting, reselling, sublicensing, concurrent use of a single Authorized User login, or time-sharing of the Subscription Service. Customer shall not and shall not knowingly permit any third party to: copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Subscription Service or any part thereof or otherwise attempt to discover any source code of the Software or modify the Subscription Service in any manner or form unless expressly allowed in the Documentation or by Contractor in writing. Customer will not export, ship, transmit or re-export such Contractor Software in violation of any applicable law or regulation, including, but not limited to, Export Administration Regulations issued by the U.S. Department of Commerce.
- 2.6. Access, Delivery, Installation and Training. Unless a Subscription Service Order provides otherwise, Subscription Service will include, at no additional charge to Customer, each of the following:
  - 2.6.1. Hosting of the Software and Subscription Service such that they are available to Authorized Users on a 24 hours per day, 7 days per week basis (“24 x 7 basis”), subject to scheduled downtime of Contractor’s computer network. This shall include providing all equipment, Software and Services necessary for operation and maintenance of the Contractor’s computer systems hosting the Software included in the Subscription Services and providing all ancillary services with respect to Contractor’s delivery environment, including power, building environment and monitoring and security services;
  - 2.6.2. Providing sufficient communications bandwidth to Contractor’s hosting hardware for Authorized Users to be able to access and use the hosted Software and Subscription Service over the internet on a 24 x 7 basis;
  - 2.6.3. Providing such information as Customer may from time to time request regarding Contractor server capacity and net bandwidth, including reports showing Contractor server saturation levels, number of hits, etc., and providing reasonable and appropriate performance benchmarks;
  - 2.6.4. Otherwise providing information and support in connection with the hosting of Software and Subscription Service, including, without limitation, providing: (a) allocation and reallocation of existing storage, (b) availability monitoring, (c) performance monitoring, (d) minor operating system bug fixes, (e) break/fix, (f) security patches and (g) backups; and
  - 2.6.5. Providing all Services to maintain and provide Updates for the hosted Software included as part of the Subscription Service.
- 2.7. Delivery. Contractor will electronically deliver to Customer (if applicable, via the Subscription Service) all Software, Documentation, keys, reports and any other deliverables under any Subscription Service Order, and no tangible media containing such Software will be provided to Customer by Contractor.
- 2.8. Installation. If Contractor’s installation of Software on Customer systems is specified in the applicable Subscription Service Order, then Contractor will install the Software as a Deliverable hereunder in good working order on or before the installation date(s) set forth in the Subscription Service Order. Installation Services will include performance of Contractor’s usual and customary diagnostic tests to determine the operational status of the Subscription Service.

- 2.9. Training. If Contractor training is specified in the applicable Subscription Service Order, then Contractor will provide Authorized Users designated by Customer with: (a) such training on the Software and Subscription Service covered by the applicable Subscription Service Order relative to the functions, features and operation of such Software and Subscription Service in order that such Authorized Users can efficiently use all of the material features of the Software and Subscription Service, and (b) any other training on such Software and Subscription Service as Contractor provides generally to its other customers.
- 2.10. Time of Performance of Subscription Service. Contractor shall provide the Subscription Service during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in **Exhibit C (Support & Service Level Agreement)**, time being of the essence.
- 2.11. Backup / Encryption and Recovery of Customer Data. As a part of the Subscription Service, Contractor will encrypt and back up Customer Data on a daily basis for an orderly and timely recovery of such data in the event that the Subscription Service may be interrupted. Unless otherwise described in a Subscription Service Order, Contractor shall provide Customer the ability to recover encrypted Customer Data within twelve (12) hours at any point in time. Additionally, Contractor shall store a backup of Customer Data in an off-site "hardened" facility no less than weekly maintaining the security of Customer Data, the security requirements of which are further described herein.
- 2.12. Disaster Recovery. Contractor shall develop, implement and maintain reasonable organizational, technical and administrative controls and measures designed to protect the availability and integrity of Contractor's business operations, the Software and Subscription Services and any Customer Data hosted by Contractor including without limitation by utilizing redundancy of systems and networks, maintaining secure backups and developing, maintaining and annually testing a business continuity and disaster recovery plan ("**Disaster Recovery Plan**"), The Disaster Recovery Plan documents the measures that Contractor has taken and will take in order to reduce the risk of, and enable the prompt recovery from, a Subscription Service interruption (including from a Force Majeure Event as defined in Section 13.5), and will include success criteria that can be used to assess the effectiveness of the Disaster Recovery Plan. Contractor will not, without Customer's prior written approval, make any changes to the Disaster Recovery Plan or the protective measures described therein that could materially increase the risk of an interruption of Subscription Service or materially increase the time and/or cost of resuming Subscription Service following an interruption. Contractor will perform disaster recovery testing at least once per year during the Term of any Order and will provide testing results to Customer no later than thirty (30) days after Contractor obtains the results. Unless otherwise described in an Order, Contractor shall maintain the ability to restore the Subscription Services and recover Customer Data hosted by Contractor within twelve (12) hours at any point in time. Obligations of this Section 2.12 shall be deemed the "**Resilience Obligations**."
- 2.13. Subcontractors.
- 2.13.1 Data Center Providers. Customer has approved Amazon Web Services, Contractor's current data center provider, for backup and hosting of the Subscription Service. Customer has no right to prohibit Contractor from changing data centers or the hosting provider of Subscription Service. However, in the event Contractor desires to make such a change, Contractor will provide Customer with at least ninety (90) days prior written notice (except in exigent circumstances) of such change, and Customer may terminate this Agreement and/or any applicable Subscription Service Order, without penalty or payment of any liquidated damages or early termination fees, effective upon written notice to Contractor if, in Customer's reasonable judgment, the new data center and hosting provider of the Subscription Services would be unable to satisfactorily perform Contractor's obligations. Contractor shall promptly refund any Subscription Service credits which remain unpaid, together with any Fees pre-paid for which Subscription Service have not been rendered as set forth in Section 3.6 below.
- 2.13.2 Subcontractor Approvals. Except as expressly permitted in this Section 2.13, Contractor shall not enter into any subcontracts for the performance of the Services (other than

retaining temporary employees who work at one or more Contractor locations, or the use of third party hosting co-locations), without Customer's prior written consent. Customer's consent to Contractor's right to subcontract any of the Services shall not relieve Contractor of any of its duties or obligations under this Agreement, and Contractor shall indemnify, defend and hold Customer harmless from any payment required to be paid to any such subcontractors.

- 2.13.3 Attorney-In-Fact. In the event that Contractor subcontracts the backup and hosting of the Subscription Service, and fails or refuses to comply in a timely manner with the provisions of Section 3.7 (Return of Materials) and/or Section 6 (Confidentiality, Data Protection, Information Security and Artificial Intelligence), Contractor hereby appoints Customer as its attorney-in-fact with the limited right to contact the data center / hosting subcontractor(s) and to obtain any Customer Data in the custody, possession or control of such subcontractors.
- 2.14. Change Order Procedure for Work Orders. Customer may, upon written notice, request changes to the scope of the Professional Services under a Work Order. If Customer requests changes in the scope, Customer shall notify Contractor, and, not more than five (5) Business Days (or other mutually agreed upon period) after receiving the request, Contractor shall notify Customer regarding the associated cost impact. In such event, the Parties will negotiate in good faith a reasonable and equitable adjustment to the Fees and/or Professional Services schedule, as applicable. Contractor will continue to perform Professional Services pursuant to the existing Work Order and will have no obligation to perform any modified Professional Services unless and until the Parties have agreed in writing to such an equitable adjustment under written change order. Customer shall not incur any additional Fees unless and until both Parties execute a written change order signed by authorized representatives of both Parties.
- 2.15. Acceptance of Deliverables under a Fixed Price Work Order. As used herein, "**Acceptance**" of any Deliverables under a Fixed Price Work Order shall be deemed to occur when the Deliverables have been delivered to Customer and Customer has certified that the Deliverables meet all of the specifications or requirements in the Work Order. If, in Customer's reasonable discretion, Customer does not Accept the Deliverables, Customer may, at its option, (a) allow Contractor to correct the deficiencies, (b) accept any Deliverables that are approved by Customer and return the unapproved Deliverables for a reasonable refund of amounts paid to Contractor, (c) accept all of the Deliverables, subject to a reasonable price adjustment, or (d) terminate the applicable Work Order for Material Breach.
- 2.16. Digital Accessibility. If Contractor is providing Licensed Software (as defined in *Exhibit G*), then Vendor shall comply with the terms of *Exhibit G*.

### 3. Term; Renewal and Termination.

- 3.1. Term and Renewal. This Agreement shall remain in effect while any Orders are in effect. Should either Party terminate this Agreement, all Orders then in effect shall automatically terminate subject to any extension permitted under Section 3.8 (Extension of Subscription Service Order Term) and Section 3.9 (Termination Assistance Services). Each Order shall remain in effect for the initial term specified therein, unless earlier terminated as permitted herein (the "**Initial Term**"). Following the Initial Term, an Order may be renewed by Customer for successive one year terms (each, a "**Renewal Term**") unless Customer (a) provides Contractor with notice of intent not to renew, or (b) fails or refuses to pay any Renewal Term invoice, in either case prior to the expiration of the then-current Initial Term or Renewal Term, as applicable. Any such termination shall be effective as of the date that would have been the first day of the next Renewal Term. As used herein, the Initial Term and any Renewal Terms shall be collectively referred to herein as the "**Term**." Contractor shall provide Customer with a Renewal Term invoice at least ninety (90) days prior to the expiration of the then current Term.
- 3.2. Termination of Agreement and Orders for Material Breach.
- 3.2.1. General Termination of Agreement and Orders for Material Breach. This Agreement and/or any Orders may be terminated by either Party by providing at least five (5) days'

prior written notice if the other Party becomes insolvent, files a voluntary petition in bankruptcy, is adjudicated bankrupt, has a receiver appointed for the operation of its business, makes an assignment for the benefit of creditors, abandons its business or makes a material liquidation of its assets, or Materially Breaches this Agreement and/or any Order, and fails to cure the Material Breach within thirty (30) days of receiving written notification of such Material Breach. As used herein, “**Material Breach**” means any breach of this Agreement and/or any Order which (a) causes or may cause substantial harm to the non-breaching Party or (b) will substantially deprive that Party of the benefit it reasonably expected under the Agreement and/or any Order, or (c) together with other breaches or a series of breaches has the cumulative effect of causing substantial harm to the non-breaching Party, or substantially depriving that Party of the benefit it reasonably expected under this Agreement and/or the Order.

- 3.2.2. Termination of Subscription Service Orders for Material Breach. Either Party may terminate this Agreement and any Orders immediately upon written notice to the breaching Party, without providing the breaching Party a cure period, if the breaching Party breaches its confidentiality or data protection obligations or publicity restrictions herein. Customer may terminate this Agreement and/or any Subscription Service Orders if (a) Contractor fails to meet an Uptime Service Level (as defined in **Exhibit C (Support & Service Level Agreement)**) in three (3) successive monthly periods or four (4) monthly periods during any rolling twelve (12) month period, if (b) Customer experiences Priority/Severity 1 or Priority/Severity 2 Issues (as defined in **Exhibit C (Support & Service Level Agreement)**) more than three (3) times during any rolling twelve (12) month period during the Term, (c) if Customer experiences monthly Uptime less than 95% in any given month, or (d) if Customer experiences a loss of business critical functionality caused by Contractor more than three (3) times during any rolling twelve (12) month period which causes substantial harm to Customer (the items listed in this Section 3.2.2 (a) through (d) shall be collectively referred to herein as collectively “**Repeated Severe Issues**”), then, Customer may terminate this Agreement and/or the applicable Subscription Service Order, effective upon written notice to Contractor, as a result of such Repeated Severe Issues under this Section.
- 3.3. Customer Termination of Work Orders for Convenience. Customer may terminate any Work Order at any time for any reason, without payment of any early termination fees or liquidated damages to Contractor, by notifying Contractor of the effective date of that termination and payment of any amounts due Contractor under Section 3.6 (Payments upon Termination).
- 3.4. Customer Termination of Subscription Service Orders for Convenience. Customer may terminate any Subscription Service Order for any reason effective upon the annual anniversary of the Order Effective Date, without payment of any early termination fees or liquidated damages, by providing Contractor with at least thirty (30) days’ prior written notice.
- 3.5. Termination of Agreement. Either Party may terminate this Agreement when there are no outstanding Orders by providing thirty (30) days’ prior written notice to the other Party.
- 3.6. Payments upon Termination. Upon the expiration or termination of this Agreement, or any Orders for any reason, Contractor will deliver to Customer any finished Deliverables Customer pays for under this provision. Contractor will invoice Customer for the Professional Services satisfactorily performed and the Deliverables accepted as detailed in this Section below. Within thirty (30) days following the effective date of termination, (a) Customer shall promptly pay to Contractor all undisputed amounts due and payable thereunder, and (b) Contractor shall promptly refund any Subscription Service credits (as set forth in Section 5.4 (Credits)) which remain unpaid, together with any Fees pre-paid for which Subscription Service have not been rendered as detailed in this Section below.
- 3.6.1. For T&E Work Orders, Customer will pay for productive hours actually worked through the effective date of termination.

- 3.6.2. For Fixed Price Work Orders, Customer will pay the pro-rated amount based on the Milestones completed or the percentage of Professional Services completed as of the effective date of the termination.
- 3.6.3. For Subscription Service Orders, Customer will pay for any Subscription Service which have been rendered prior to the effective date of termination. Contractor shall refund any pre-paid Fees for Subscription Service which were not rendered following the effective date of termination if the Subscription Service Order is terminated by Customer as a result of an uncured Material Breach by Contractor, or as otherwise permitted under the terms and conditions of this Agreement (e.g., other than as a result of a termination by Customer for convenience).
- 3.7. Return of Materials. Upon termination of this Agreement, each Party shall: (a) promptly return to the other Party, or certify the destruction of any of the following of the other Party held in connection with the performance of this Agreement and the Services: (i) all Confidential Information (as defined in the Non-Disclosure Agreement between the Parties); and, (ii) any other data, programs, and materials delivered by Customer to Contractor for purposes of performing this Agreement; and, (b) return to the other Party, or permit the other Party to remove, any properties of the other Party then-situated on such Party's premises. For a period of thirty (30) days following termination of this Agreement (the "**Retrieval Period**"), Contractor shall provide access to the Subscription Service solely to enable Customer to import any Customer Data it desires to retain from the Subscription Service. Following the expiration of the Retrieval Period, Customer's access to the Subscription Service shall be suspended, and all Customer Data will be deleted unless Contractor will be providing Termination Assistance Services as described in Section 3.9 (Termination Assistance Services). The Parties agree to work in good faith to execute the foregoing in a timely and efficient manner. Notwithstanding the foregoing, each Party will be entitled to retain copies of Confidential Information to the extent required by applicable law or regulation; provided, that for so long as a Party retains any Confidential Information, it shall employ reasonable security measures and shall exercise reasonable care in protecting the confidentiality of such information as it does in protecting its own information similarly recorded or saved and will continue to be bound by the obligations under this Agreement in regards to all such Confidential Information.
- 3.8. Extension of Subscription Service Order Term. Upon termination or expiration of this Agreement or any Order for any reason, including breach by Customer, Customer will be entitled to extend the Term of this Agreement and/or any Subscription Service Order for a period of up to twelve (12) months ("**Transition Extension Period**") upon notice to Contractor in order to affect the orderly transition of the applicable Subscription Service in whole or in part. During the Transition Extension Period, (a) the terms and conditions of the Agreement and the applicable Subscription Service Order will remain in full force and effect; and (b) the Parties will perform all obligations under the Agreement and the applicable Subscription Service Order (e.g., the provision of the Subscription Service by Contractor and the timely payment of all undisputed amounts owed by Customer).
- 3.9. Termination Assistance Services. Upon termination or expiration of this Agreement or any Order for any reason, including breach by Customer, Contractor will provide to Customer and/or to the supplier selected by Customer (the "**Successor Provider**"), at Customer's sole cost and expense, assistance reasonably requested by Customer in order to affect the orderly transition of the applicable Services, in whole or in part, to Customer or to Successor Provider (such assistance will be known as the "**Termination Assistance Services**") during the Transition Extension Period and prior to or following the expiration or termination of this Agreement or a Subscription Service Order. Contractor will provide the Termination Assistance Services at an hourly blended rate no higher than Contractor's median rate for such services without need for an Order. Without limiting the foregoing sentence, the Parties may elect to document the Termination Assistance Services in a mutually agreed Professional Services Work Order (Contractor's consent not to be unreasonably withheld, conditioned or delayed).
- 3.10. Freedom to Operate. Notwithstanding anything to the contrary in this Agreement, any Order or Documentation, (a) Contractor acknowledges that the Software and Services occupy an



essential business capability necessary for Customer to operate its business, (b) should this Agreement or any Order expire or be terminated for any reason, including breach by Customer, Contractor recognizes Customer's need to find a replacement technology solution, internal or third party, for such business capability and to mount an orderly transition to such replacement technology solution, (c) stability and predictability of pricing is an essential part of any orderly transition and, accordingly, (i) nothing in this Agreement, any Order or the Documentation shall prohibit, condition or impair Customer's right to do so and (ii) Contractor acknowledges that Customer's reliance on the protections of this Agreement to support this orderly transition is a material inducement to Customer's execution of this Agreement, every Order and each renewal of any Order.

- 3.11. No Suspension. In order to avoid material harm to Customer's business operations, Contractor shall not without a court order suspend Customer's use of the Software and Services for any reason, including breach by Customer; provided, however, that Customer shall still be liable for all undisputed fees and further provided that this prohibition on suspensions does not obviate Customer's liability for breach.

#### 4. **Service Levels.**

- 4.1. Service Level Reviews. Contractor and Customer will meet as often as shall be reasonably requested by Customer, but no more than quarterly, to review the performance of Contractor as it relates to the Service Levels described in **Exhibit C (Support & Service Level Agreement)**.
- 4.2. Failure to Meet Service Levels. Within ten (10) days following Customer's request, which may occur via email, Contractor shall provide Customer with a report in a form reasonably requested by Customer detailing Contractor's performance with respect to each Service Level during the previous month and explain deviations from the Service Levels, if any, including a summary of performance issues encountered, a description of Contractor's response thereto, and a description of the status of the issue as of the last day of the month in question. Detailed supporting information for each report shall be provided to Customer in soft copy as reasonably requested by Customer. As further described in **Exhibit C (Support & Service Level Agreement)**, in the event Contractor does not meet any of the requisite Service Levels, Contractor shall: (a) credit Customer by the amount of the applicable Service Level Credits as a credit, and not as liquidated damages and (b) use its best efforts to ensure that any unmet Service Level is subsequently met. Notwithstanding the foregoing, Contractor will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of service. For purposes of clarity, if this Agreement is terminated or not renewed, any credits in the applicable Subscription Service Order shall be promptly paid or refunded by Contractor to Customer within thirty (30) days following the effective date of termination as set forth in Section 5.4 (Credits).

#### 5. **Fees and Expenses.**

- 5.1. Fees. Customer shall be responsible for and shall pay to Contractor the Fees as further described in any Order, subject to the terms and conditions contained therein. Customer will pay Contractor the amount properly invoiced for Services and/or Deliverables within sixty (60) days after receipt of each undisputed invoice. If Customer in good faith disputes any amount, Customer will pay the undisputed portion. The Fees in any Order shall be fixed for the Initial Term in any Order. Thereafter, unless expressly provided otherwise in any Order, Contractor may increase the Fees once every twelve (12) months, effective as of the anniversary of the Order Effective Date, upon at least ninety (90) days' prior written notice to Customer, provided that such Fees increase by no more than three percent (3%) over the prior year's Fees for like Services.
- 5.2. Expenses. Except as expressly specified in an Order, Contractor will bear all of its own costs in completing the Services, including labor, overhead, and supplies. All travel expenses approved in an Order shall be at cost without any markup and must be pre-approved by Customer in writing. Any expenses must comply with Customer's then-current Travel Expense Reimbursement Policy, a copy of which will be provided to Contractor upon request.

- 5.3. Invoice Procedures.
- 5.3.1. Orders. Contractor shall bill to Customer the sums due by invoice, which shall contain: (a) Customer purchase order number, if any, and invoice number, (b) description of Services, (c) the Services Fee or portion thereof that is due, (d) taxes, if any, and (e) total amount due.
- 5.3.2. T&E Work Orders. In the case of a T&E Work Order, Contractor will invoice Customer no more often than monthly. Invoices will describe in detail the Deliverables that have been provided and the Professional Services that have been performed.
- 5.3.3. Fixed Price Work Orders. In the case of a Fixed Price Work Order, Contractor will invoice Customer only upon completion of an agreed Milestone. Invoices will describe in detail the Deliverables that have been provided and the Professional Services that have been performed.
- 5.3.4. Subscription Service Orders. In the case of a Subscription Service Order, Contractor will invoice Customer monthly in advance for Fees as set forth in the relevant Order(s).
- 5.3.5. Expenses. Each expense reimbursement invoice must include copies of receipts. Contractor shall not be entitled to receive reimbursement for any expenses paid directly by Customer (e.g., for travel booked by Customer through its travel agency).
- 5.4. Credits. Any amounts due from Contractor may be applied by Customer against any Fees due to Contractor. Any such amounts that are not so applied shall be paid to Customer by Contractor within thirty (30) days following Customer's request. Credits arising from service level breaches or other breaches by Contractor shall be counted against any commitment or fees owed by Customer.
- 5.5. Non-binding Terms. Any terms and conditions that are included in a Contractor invoice shall be deemed to be solely for the convenience of the Parties, and no such term or condition shall be binding upon Customer.
- 5.6. Auditable Records and Report. Contractor shall maintain accurate records of all Fees billable to, and payments made by, Customer in a format that will permit audit by Customer for a period of not less than three (3) years. Once each year Customer will have the right, at any time during ordinary business hours, to audit (or to cause its designated representative to audit) Contractor's records with respect to any amount payable to Contractor under this Agreement. Those audits will be conducted at Customer's expense. However, if an audit discloses that Customer overpaid Contractor, Contractor will refund to Customer the amount of that overpayment and, if that audit discloses that Contractor invoiced Customer for five percent (5%) or more than the amount actually due to Contractor during the period covered by the audit, Contractor will also reimburse Customer for the costs of that audit.
- 5.7. Taxes. Contractor's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer will pay to Contractor, all federal, state and local sales and use taxes, ad valorem taxes, value added taxes, tariffs and duties associated solely with Fees due from Customer related to Customer's use of the Services as documented in any Orders under this Agreement. Contractor will timely remit to the appropriate governmental authorities any such taxes, tariffs or duties. Contractor will be responsible for any taxes imposed upon Contractor based upon Contractor's income, gross receipts or assets, and payroll taxes in respect of Contractor's employees.
6. **Confidentiality, Data Protection, Information Security and Artificial Intelligence.** The Parties acknowledge that each Party may be exposed to or acquire communication or data of the other Party that is confidential, privileged communication not intended to be disclosed to third parties.
- 6.1. Non-Disclosure of Confidential Information. The Non-Disclosure Agreement (as defined in **Section 13.10**) will govern the exchange of all confidential, proprietary, and other similarly sensitive information under this Agreement (the "**Non-Disclosure Agreement**"). Contractor will cause its employees (and, if permitted in the Non-Disclosure Agreement, its independent

contractors) to sign an instrument agreeing to be bound by confidentiality, restricted use, and other obligations substantially similar to those in the Non-Disclosure Agreement.

- 6.2. Limited License for Use of Customer Data. Customer hereby grants Contractor a limited license to access Customer Data for the sole and exclusive purpose of providing the Subscription Service, including a license to store, record, transmit, maintain, and display Customer Data only to the extent necessary in the provisioning of the Subscription Service. Customer shall be entitled to the return of Customer Data upon termination of this Agreement, or any Order.
- 6.3. Data Protection Requirements. Contractor shall comply with the terms and conditions of **Exhibit D (Data Protection Exhibit)**. Contractor acknowledges and agrees that it shall be responsible for establishing and maintaining an information security program that is designed to: (a) ensure the security and confidentiality of the Customer Data, including, without limitation, implementing and maintaining backup, security and business continuity measures and other technical and organizational measures, (b) protect against any anticipated threats or hazards to the security or integrity of the Customer Data (c) protect against unauthorized access, accidental, or unlawful alteration, loss or destruction of or use of the Customer Data, (d) ensure the proper disposal of the Customer Data, and (e) ensure that all permitted subcontractors of Contractor, if any, comply with all of the foregoing, all in accordance with best industry practices and the protocols of the Data Protection and Security Exhibit.
- 6.4. Remedies. If Customer becomes aware of a material deficiency in Contractor's and/or any Contractor's Resources' security practices, which constitutes a Material Breach of the security requirements of this Agreement, Customer may, (a) immediately terminate this Agreement and any and all Orders without liability for any early termination fees and/or liquidated damages, or (b) give Contractor a cure period to remedy such deficiency to Customer's reasonable satisfaction.
- 6.5. Artificial Intelligence. If Contractor is providing an AI Solution (as defined in **Exhibit E**), Contractor will comply with **Exhibit E (Artificial Intelligence Exhibit)**.
- 6.6. Information Security. Without limiting any of Contractor's obligations under this section 6, Contractor will comply with **Exhibit F (Information Security Exhibit)**.

## 7. **Intellectual Property and Ownership Rights Related to Work Orders.**

- 7.1. Ownership. Subject to Section 7.2 (License), Contractor will own all right, title and interest in and to the Contractor Property. Customer will own all right, title and interest in and to all Developments excluding Derivatives of the Subscription Service, and Contractor hereby assigns to Customer all right, title and interest in and to the Developments excluding Derivatives of the Subscription Service. Customer will have the sole and exclusive right to possession and custody of the Developments. Upon Customer request and at Customer's cost, Contractor will execute and deliver to Customer all documents necessary to perfect Customer's right, title and interest in and to each Development, both domestically and abroad.
- 7.2. License. Unless expressly provided otherwise in a Work Order, Contractor hereby grants to Customer a non-exclusive, royalty free, perpetual, irrevocable, sub-licensable, world-wide license to make, use, modify, display or otherwise exploit the Developments for Customer's and its Affiliates' business purposes, including any of the Contractor Property that is incorporated into any of the Developments. Except as expressly set forth herein, no license is granted by either Party to the other Party with respect to Confidential Information, Contractor Property, or Customer Data.

## 8. **Representations and Warranties.**

- 8.1. Mutual Representations and Warranties. Each of Customer and Contractor represent and warrant that:
  - 8.1.1. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation or filing;

- 8.1.2. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
  - 8.1.3. this Agreement, when executed and delivered, shall be a valid and binding obligation of it enforceable in accordance with its terms;
  - 8.1.4. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms; and
  - 8.1.5. it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement.
- 8.2. By Contractor. Contractor represents and warrants that:
- 8.2.1. the Professional Services to be performed, together with any Deliverables provided under this Agreement and any Work Orders shall be performed and delivered in a competent and professional manner and in accordance with the highest professional standards). All Deliverables will be free from all liens and encumbrances of any other person and Customer may use the Deliverables and accept the Professional Services without payment other than as set forth in the applicable Work Order;
  - 8.2.2. Contractor has the experience and is qualified to perform the tasks involved with providing the Services in an efficient and timely manner. Contractor acknowledges that Customer is relying on Contractor's representation of its experience and expertise, and that any substantial misrepresentation may result in damage to Customer;
  - 8.2.3. the Subscription Service will achieve in all material respects the functionality described in any Subscription Service Order and the Documentation of Contractor, and that such functionality shall be maintained during the Term;
  - 8.2.4. Contractor will use its reasonable endeavors to ensure that no computer viruses, Trojan Horses, worms, spyware, malware, or other similar items (collectively, the "**Malicious Code**") are introduced into Customer's computer and network environment while providing the Subscription Service, except for any Malicious Code contained in Customer-uploaded attachments or otherwise originating from Customer; and that, where Contractor transfers such Malicious Code to Customer through the provision of the Subscription Service, Contractor shall reimburse Customer the actual cost incurred by Customer to remove or recover from the Malicious Code;
  - 8.2.5. the Services provided by Contractor or any Contractor Resources shall be their own work, and shall not infringe upon any copyright, patent, trade secret, or other Intellectual Property Right, or misappropriate any trade secret, of any third party, and that Contractor has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or Intellectual Property Right that would conflict with their respective obligations under this Agreement;
  - 8.2.6. Contractor's data center(s) for backup and delivery of the Subscription Service will be maintained within the United States of America, although Customer's Authorized Users may access Subscription Service from locations outside of the United States of America; and,
  - 8.2.7. Contractor, at its sole expense, will promptly update the Subscription Service so that it and the Services shall comply with all applicable laws, rules, regulations, directives and ordinances, domestic and foreign, whether now in effect or during the Term of any Subscription Service Order.

Customer may accept or reject all Services and Deliverables that do not conform to Customer requirements. If in Customer's reasonable discretion, Customer does not accept the Services or Deliverables and Contractor is unable to correct the nonconformity within a reasonable period of time, not to exceed thirty (30) days (unless the Parties agree to a longer period in writing), Customer will be

entitled to a refund of any pre-paid fees and may elect to terminate the applicable Order and this Agreement.

**9. Limitation of Liability and Exceptions.**

- 9.1. EXCEPT FOR DAMAGES AND LOSSES ARISING OUT OF: (A) A PARTY'S OBLIGATIONS OF INDEMNIFICATION, (B) DAMAGES CAUSED BY A PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (C) DAMAGE TO REAL AND/OR PERSONAL PROPERTY, INCLUDING BODILY INJURY (AND DEATH), OR (D) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY, DATA PROTECTION, INFORMATION SECURITY, OR ITS OBLIGATIONS IN RESPECT OF ARTIFICIAL INTELLIGENCE (THE "**EXCEPTIONS**"), IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES OF ANY KIND, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES TO BE PROVIDED UNDER THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.
- 9.2. EXCEPT FOR DAMAGES AND LOSSES ARISING FROM THE EXCEPTIONS IN SECTION 9.1 ABOVE, EACH PARTY'S MAXIMUM LIABILITY FOR DAMAGES AND LOSSES ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED ONE AND ONE-HALF TIMES THE FEES PAID OR PAYABLE UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS OF LIABILITY SHALL REMAIN IN FULL FORCE AND EFFECT REGARDLESS OF WHETHER EITHER PARTY'S REMEDIES HEREUNDER ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE AND REGARDLESS OF THE LEGAL THEORY OF LIABILITY, WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER THEORY WHATSOEVER.

**10. Indemnification.**

- 10.1. Contractor General Indemnity. Contractor, as "**Indemnitor**," agrees to indemnify, defend, and hold Customer, its Affiliates and their respective employees, directors, agents, successors and permitted assigns (each, a "**Customer Indemnitee**" and collectively, the "**Customer Indemnitees**") harmless from and against any and all liabilities, damages, losses, expenses, fines, penalties, and/or judgments, including reasonable attorneys' fees, costs, and expenses incidental thereto ("**Losses**"), which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, by reason of any third party demand, proceeding (including proceedings under the U.S. Bankruptcy Code), action, regulatory action, lawsuit, and/or claim (collectively, "**Claim(s)**") to the extent arising out of or relating to any negligent act, error or omission, or willful misconduct of Contractor or its Contractor Resources, during the performance of this Agreement and any Orders, and/or any Claims arising out of or relating to: (a) bodily injury (including death) or damage to personal or real property, (b) violation of any applicable law, (c) Malicious Code, or (d) material breaches of any representations, warranties or covenants made under this Agreement, including, without limitation, breach of any confidentiality, data protection, or information security obligation or any obligation in respect of artificial intelligence.
- 10.2. Contractor Intellectual Property Right Indemnification. Contractor, as "**Indemnitor**," agrees to indemnify, defend, and hold the Customer Indemnitees harmless from and against any and all third party Claims and Losses which may be suffered by, accrued against, charged to, or recoverable from any Customer Indemnitee, arising out of a third party Claim that the Subscription Service infringes or misappropriates any patent, copyright, trade secret, trademark, or other Intellectual Property Right. In the event that Contractor is enjoined or Contractor reasonably believes that the Subscription Service is likely to become the subject of such a Claim, then Contractor shall, at its expense: (a) obtain for Customer the right to continue using such Subscription Service, (b) replace or modify the Subscription Service so that it does not infringe upon or misappropriate such Intellectual Property Right and is free to be delivered to and used by Customer with substantially similar functionality and performance, or (c) in the event that Contractor is unable or determines, in its reasonable judgment, that it is commercially

unreasonable to do either of the aforementioned, Contractor shall terminate the affected Orders and promptly reimburse to Customer any prepaid Fees for which Subscription Service have not been rendered or provided.

- 10.3. Customer Indemnity. Customer, as “**Indemnitor**,” agrees to indemnify, defend and hold Contractor, its Affiliates and their respective employees, directors, agents, successors and permitted assigns (each, a “**Contractor Indemnitee**” and collectively, the “**Contractor Indemnitees**”) harmless from and against any and all third party Claims to the extent (a) alleging that the Customer Data as provided by Customer or any trademarks or service marks other than Contractor’s intellectual property, or any use thereof in accordance with this Agreement, infringes the Intellectual Property Rights of a third party, or has caused harm to a third party, or (b) arising out of Customer’s breach of applicable law and shall hold Contractor harmless from and against liability for any Losses to the extent based upon such Claims.
- 10.4. Indemnification Procedures. The foregoing indemnifications obligations are conditioned upon prompt receipt by an Indemnitor of a threat of any Claim, or a notice of the commencement, or filing of any Claim against any Indemnitee. Customer or Contractor, as applicable, shall give notice thereof to the applicable Indemnitor; provided, however, that failure to give or delay in giving such notice to the Indemnitor shall not relieve the Indemnitor of any liability it may have to the Indemnitee except to the extent that the Indemnitor demonstrates that the defense of such Claim is prejudiced thereby. The Indemnitees shall not independently defend or respond to any such Claim; provided, however, that: (a) the Indemnitees may defend or respond to any such Claim, at the Indemnitor’s expense, if the Indemnitees’ legal counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against the Indemnitees, and (b) the Indemnitees shall have the right, at their own expense, to monitor the Indemnitor’s defense of any such Claim. The Indemnitor shall have sole control of the defense and of all negotiations for settlement of such Claim. At the Indemnitor’s request, the Indemnitees shall cooperate with the Indemnitor in defending or settling any such action; provided, however, that the Indemnitor shall reimburse the Indemnitees for all reasonable out-of-pocket costs incurred by the Indemnitees (including, without limitation, reasonable attorneys’ fees and expenses) in providing such cooperation and the indemnitor may not settle any Claim without the Indemnitees’ prior written consent unless such settlement include a complete and final release of liability and Losses against all Indemnitees and does not impose any obligations on any Indemnitees.

## 11. Insurance.

- 11.1. Insurance Requirements. Without limiting Contractor’s obligation to indemnify Customer or any other obligations under this Agreement, Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the Term of any Orders under this Agreement and for the statutory period for which Contractor may be liable for defects or other liabilities arising out of its Services, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers which are S&P A rated or higher, duly qualified in those states (locations) where the Services are to be rendered, covering the operations of Contractor, pursuant to this Agreement. All policies except workers’ compensation will include a waiver of subrogation in favor of Customer and its Affiliates, officers, directors and employees. In addition, Contractor warrants that its subcontractors shall either be covered by Contractor’s insurance policies or shall ensure that each of its subcontractors shall procure and maintain in effect at all times during this period of time, insurance policies complying with this insurance Section with at least the limits of insurance required by Customer under its standard insurance policy requirements as provided by Customer to Contractor from time to time during the term of this Agreement. The limits specified below may be achieved through a combination of primary and umbrella policies. Contractor is responsible for and shall pay all deductible payments and self-insured retentions that are applicable to Contractor’s insurance policies. Each policy shall be written on an occurrence form (excepting Errors & Omissions “**E&O**”).
- 11.2. Certificates of Insurance. Upon execution of this Agreement, Contractor will provide Customer with certificates of insurance evidencing all of the above coverage, including all special requirements specifically noted above, and will provide Customer with certificates of insurance

evidencing renewal or substitution of such insurance thirty (30) days prior to the effective date of such renewal or substitution, together with thirty (30) days' prior written notice of cancellation or material modification to the policies.

- 11.3. Copies of Policies. Contractor will, upon request, provide Customer with copies of any insurance policies required to be maintained by Contractor.
  - 11.4. Professional Liability (Errors & Omissions) Insurance. Contractor's E&O insurance will include coverage for all errors, omissions or negligent acts in the delivery of Subscription Service contemplated under this Agreement.
  - 11.5. Network Liability Insurance. Contractor's Network Liability Insurance will include coverage for Contractor's liability associated with (a) unauthorized use, access, or disclosure of confidential or private information, transmission of a computer virus, or denial of service that results from a failure of security; (b) identity theft; (c) cyber extortion; and (d) cyber terrorism.
  - 11.6. Additional Insureds. Contractor's Commercial General Liability, Business Automobile Liability and Excess Liability insurance policies shall name Customer and its Affiliates as additional insureds via endorsement with respect to the negligence of the Contractor, its subsidiary and affiliated companies, directors, officers, subcontractors of each and every tier, employees, and agents. The policies shall also be primary without right of contribution from any insurance by Customer. The Errors and Omission Insurance and Network Liability Insurance coverages shall be maintained until the termination of this Agreement, and thereafter Contractor will maintain an active policy, or purchase an extended reporting period providing for Claims first made and reported to the insurance company within two (2) years after final payment for the Subscription Service.
12. **Contractor Resources and Access to Premises.** Whenever Contractor's Resources perform Professional Services and provide Deliverables at any location owned or controlled by Customer (the "**Premises**"), Customer will provide adequate and safe office space at, and will arrange for those Contractor Resources to receive temporary access to, those Premises, subject at all times to those Contractor Resources' compliance with Customer's reasonable safety and security guidelines that are applicable to the Premises and that have been provided to Contractor before entering the Premises, as the same may be amended from time to time. At Customer's request, Contractor Resources will attend one or more training sessions with respect to on-site rules of behavior, work schedule, security procedures and such other policies and procedures as Customer, in its sole discretion, may deem appropriate. If Contractor has to replace any of its Contractor Resources before completion of a Project under a T&E Work Order for any reason, Contractor will, at no cost to Customer, ensure an effective transition so that each replacement has a thorough knowledge of the purpose, status, issues and requirements of the Project before Contractor begins charging for the services of that replacement. If a Contractor Resource ceases to perform due to illness, resignation or any other reason, Contractor will promptly provide a substantially equivalent replacement. Contractor shall be responsible for the acts and omissions of all Contractor Resources in connection with this Agreement.
13. **Miscellaneous Provisions.**
- 13.1. Relationship between Customer and Contractor. Contractor represents and warrants that it is an independent contractor with no authority to contract for Customer or in any way to bind or to commit Customer to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of Customer. Under no circumstances shall Contractor hold itself out as or be considered an agent, employee, joint venture, or partner of Customer, and Customer shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Contractor or its employees. No other document, agreement, circumstance or understanding shall be construed to entitle Contractor or Contractor's employees to any insurance or benefits of any kind from Customer.
  - 13.2. Governing Law; Jurisdiction and Venue. This Agreement will be interpreted under, and any disputes arising out of this Agreement will be governed by, the laws of the State of Georgia, without reference to its conflicts of law principles. **The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information**

**Transactions Act will not apply to the interpretation or enforcement of this Agreement.** Each Party irrevocably consents to the jurisdiction of the state and federal courts located in the State of Georgia, USA, in connection with all actions arising out of or in connection with this Agreement, and waives any objections that venue is an inconvenient forum. Each Party further agrees that it will not initiate any action against the other Party in any other jurisdiction. Each Party agrees that a final judgment in any such action or proceeding will be conclusive and may be enforced in any other jurisdiction (including the appropriate courts of the jurisdiction in which the other Party is a resident or in which any property or an office of such Party is located) by suit on the judgment or in any other manner provided by law.

- 13.3. Force Majeure. Neither Party shall be liable for delays or any failure to perform the Services due to causes beyond its reasonable control (a **"Force Majeure Event"**); provided, however, that a Force Majeure Event shall expressly exclude any failure of Contractor to comply with its Resilience Obligations set forth in Section 2.12. Such Force Majeure Events include, but are not limited to, acts of God, terrorism, fire, explosion, flood or other natural catastrophe, acts, orders, or regulation, strikes or labor difficulties, or acts of terrorism, in each case to the extent not occasioned by the fault or negligence of the delayed Party. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed Party must notify the other Party promptly upon the occurrence of any such Force Majeure Event, or performance by the delayed Party will not be considered excused pursuant to this Section, and inform the other Party of its plans to resume performance. A Force Majeure Event does not excuse Contractor from fulfilling its responsibilities relating to the requirements of backup and recovery of Customer Data.
- 13.4. Publicity Restrictions. Except as otherwise expressly permitted under this Agreement, neither Party may, without the prior written consent of an officer of the other Party, which consent may be withheld in such officer's sole discretion: (a) use the other Party's or any of its Affiliates' names or any trademarks, service marks, logos or copyright protected works (whether or not registered) in any of a Party's promotional materials, marketing activities or elsewhere; (b) identify the other Party or any of its Affiliates on a Party's customer lists or websites (or on any other person's website that identifies such Party or in any metatags or key words for those websites; or (c) include a hyperlink from any website maintained by a Party to any website of the other Party or its Affiliates.
- 13.5. No Waiver. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect that Party's right to enforce such provisions, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision. Any waiver must be express and in writing.
- 13.6. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, via nationally recognized overnight courier or by United States certified mail, return receipt requested, postage prepaid to the addresses appearing below, or as changed through written notice to the other Party. Notice given by personal service or overnight delivery shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the fourth Business Day following its placement in the mail addressed to the addressee at the address provided in the preamble to this Agreement.
- 13.7. Assignment of Agreement. A Party (**"Assigning Party"**) may, upon prior written notice to the other Party (**"Non-assigning Party"**) and at no additional charge to Assigning Party, assign this Agreement to an Affiliate (only if (a) the Affiliate agrees in writing to be bound by the terms of this Agreement and (b) the Assigning Party remains liable for its obligations under this Agreement), or any entity that acquires all or substantially all of the Assigning Party's assets or capital stock or results from one or more mergers or initial public offerings or any other corporate reorganization. Except as expressly permitted herein, and in Section 2.13 (Subcontractors), neither Party will assign any right or delegate any duty under this Agreement, without the consent of an authorized representative of the other Party, which consent will not be unreasonably



withheld, conditioned or delayed. This Agreement shall be binding on the Parties and their successors and permitted assigns.

- 13.8. Counterparts; Facsimile. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Parties agree that a facsimile or other electronic signature may substitute for and have the same legal effect as the original signature.
- 13.9. Electronic Signature. Customer may make available a digital solution to streamline follow-on contracting related to this Agreement (a “**Digital Transaction Platform**”). Notwithstanding anything to the contrary in this Agreement, any follow-on contracting to this Agreement, including without limitation work orders, statements of work, other ordering document, change orders, amendments, local country agreements, addendums, and the like, that is transacted via the Digital Transaction Platform and approved by both Parties via a digital approval mechanism of the Digital Transaction Platform shall be deemed to be in writing, acceptable and binding for purposes of this Agreement. Electronic approvals submitted to the Digital Transaction Platform by a Party (such as clicking on an acceptance button or checkbox) shall be deemed to constitute the electronic signature of that Party’s authorized representative. By way of example, and without limitation, the Parties may use the Digital Transaction Platform to (i) amend the Agreement to establish standardized terms and conditions that shall be applicable to specified categories of products or services that may be procured under Orders (“**Default Work Order Terms**”), or (ii) enter into simplified electronic orders for products or services that are deemed for all purposes to constitute ordering documentation under the Agreement and are deemed to include such Default Work Order Terms.
- 13.10. Entire Agreement and Amendments. This Agreement including its attached exhibits and/or referenced attachments or agreements and all confidentiality agreements between the Parties in effect as of the Effective Date (collectively, the “**Non-Disclosure Agreement**”), constitute the entire agreement between the Parties and supersede any and all previous representations, understandings, or agreements between the Parties as to the subject matter hereof. This Agreement may only be amended by an instrument in writing signed by authorized representatives of the Parties.
- 13.11. Cumulative Remedies. All rights and remedies of a Party herein shall be in addition to all other rights and remedies available at law or in equity, including, without limitation, specific performance for the enforcement of this Agreement, and temporary and permanent injunctive relief.
- 13.12. Rules of Construction. The Parties agree that this Agreement is the product of negotiation and that neither Party will be deemed to be the drafter thereof. In this Agreement headings are inserted for convenience only and shall not affect the meaning of the text and references to the singular include the plural and vice versa.
- 13.13. Survival. This Section 13, together with the confidentiality, data protection, artificial intelligence, indemnity, limitation of liability and each other provision of this Agreement that by its nature extends beyond the expiration or earlier termination of this Agreement, will survive and continue in full force and effect after this Agreement expires or is earlier terminated. For purposes of clarity, the terms and conditions of the Non-Disclosure Agreement in Section 6.1 will remain in full force and effect during the term of this Agreement notwithstanding any termination provisions in the Non-Disclosure Agreement. In the event of a conflict between the terms and conditions of the Non-Disclosure Agreement and this Agreement, the terms and conditions of this Agreement will control and prevail.
- 13.14. Conflicts. In the event of any conflict or inconsistency in the definition or interpretation of any term or provision set forth in this Agreement, an Exhibit and an Order, such conflict or inconsistency shall be resolved by giving precedence to this Agreement, unless and to the extent the Order or Exhibit expressly states that a particular term or condition provided therein takes precedence over any contrary provision in this Agreement.
- 13.15. Severability. If any court, arbitrator, or arbitration panel finds any provision of this Agreement to be invalid or otherwise unenforceable, that provision will be void to the extent it is contrary to

applicable law. However, that finding will not affect the validity of any other provision of this Agreement, and the rest of this Agreement will remain in full force and effect unless enforcement of this Agreement without the invalidated provision would be grossly inequitable under all of the circumstances or would frustrate the primary purposes of this Agreement. Alternatively, if a court, arbitrator, or arbitration panel determines that any provision of this Agreement is not enforceable as expressly written, it is the intention of the Parties that those provisions be modified by the court, arbitrator, or arbitration panel only as is necessary for them to be enforceable.

- 13.16. Digital Accessibility. Contractor will comply, and will ensure that all products and services provided by Contractor under this Agreement comply, with the requirements of **Exhibit G (Digital Accessibility)**.

This Agreement is executed by the undersigned duly authorized representatives of the Parties effective as of the Agreement Effective Date.

**UPS SYSTEMS COMPANY**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

**EXHIBIT A**

**FORM OF SUBSCRIPTION SERVICE ORDER**

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**SUBSCRIPTION SERVICE ORDER NO. \_\_\_\_**

**UNDER**

**MASTER SUBSCRIPTION SERVICES AGREEMENT**

This Subscription Service Order No. \_\_\_\_ (the “**Subscription Service Order**”), dated effective as of \_\_\_\_\_ (the “**Subscription Service Order Effective Date**”), is executed by and between **[[CustomerName]]**, (“**Customer**”), and **[[ContractorName]]** (“**Contractor**”). This Subscription Service Order is incorporated into, forms a part of, and is in all respects subject to the terms of, the Master Subscription Services Agreement dated February 14, 2025 between Customer and Contractor (the “**Agreement**”). Capitalized terms used herein and not defined shall have the meaning ascribed to them in the Agreement.

<b>Subscription Service:</b>	
<b>Hosting Description:</b>	See <b><u>Exhibit C</u></b> to the Agreement.
<b>Support Description:</b>	See <b><u>Exhibit C</u></b> to the Agreement.
<b>Training Description:</b>	
<b>Maintenance Schedule:</b>	See <b><u>Exhibit C</u></b> to the Agreement.
<b>Service Levels:</b>	See <b><u>Exhibit C</u></b> to the Agreement.
<b>Credits for Missed Service Levels:</b>	See <b><u>Exhibit C</u></b> to the Agreement.
<b>Fees:</b>	
<b>Subscription Service Order Effective Date:</b>	See Subscription Service Order Effective Date above.
<b>End Date:</b>	____ months following the Subscription Service Order Effective Date, unless earlier terminated as permitted under the Agreement.
<b>Additional Terms and Conditions:</b>	
<b>Renewal:</b>	Customer may elect to extend the Term of this Subscription Service Order for successive periods of one (1) year as permitted under the terms of the Agreement; provided with respect to each such extension that Contractor may be entitled to a reasonable adjustment in the Fees, not to exceed a three percent (3%) increase from the preceding year.
<b>Authorized Users:</b>	All Authorized Users defined in Section 2.3 of the Agreement may access and use the Software and the Subscription Service.

Agreed to and accepted by the Parties' undersigned authorized representatives effective as of the Subscription Service Order Effective Date.

\_\_\_\_\_ ("**Customer**")

\_\_\_\_\_ ("**Contractor**")

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**

**FORM OF WORK ORDER**

-----

**WORK ORDER NO. \_\_\_\_\_**

**UNDER**

**MASTER SUBSCRIPTION SERVICES AGREEMENT**

This Work Order No. \_\_\_\_\_ (this "**Work Order**") is made effective as of \_\_\_\_\_ (the "**Work Order Effective Date**") between \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("**Customer**") and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("**Contractor**"). This Work Order is incorporated into, forms a part of, and is in all respects subject to the terms of, the Master Subscription Services Agreement dated \_\_\_\_\_ between \_\_\_\_\_ and \_\_\_\_\_ (the "**Agreement**").

Capitalized terms not otherwise defined in this Work Order will have the meanings set forth in the Agreement.

**Background (Nature of the Project):**

1. **Description of Professional Services.** Contractor will perform the following Professional Services under this Work Order:
  
2. **Description of Deliverables.** Contractor will provide the following Deliverables under this Work Order:
  
3. **Work Schedule.** Contractor will provide the Professional Services and deliver the Deliverables to Customer by the following dates: \_\_\_\_\_ **and will complete the Project by no later than** \_\_\_\_\_, 20\_\_.
  
4. **Compensation Arrangement and Fees (select one).**
  - ☐ **T&E (time and expense).** Contractor estimates that the total amount to be paid by Customer under this Work Order will not exceed \$\_\_\_\_\_, including expenses and estimated taxes, tariffs and duties.
  - ☐ **Fixed Price of \$\_\_\_\_\_.** Payment Milestones are described *below*.
  
5. **Assumptions/Conditions.** The estimate, if this Work Order is a T&E Work Order, or the Fixed Price, if this Work Order is a Fixed Price Work Order, as indicated in Section 4 above, is based on the accuracy of the following assumptions and/or the satisfaction of the following conditions:
  
6. **Contractor Resources.** If this is a T&E Work Order, the following Contractor Resources will work on this Project:

NAME OF PERSONNEL	TITLE	ESTIMATED DURATION	ESTIMATE OF HOURS	HOURLY RATE
		<u>  </u> / <u>  </u> / <u>  </u> to <u>  </u> / <u>  </u> / <u>  </u>		

**7. Acceptance Testing. *Select one:***

- ☐ **Required.** The schedule and method for developing acceptance criteria and the acceptance testing methodology and procedures for evaluating the Deliverables and Professional Services.
- ☐ **Not Required.**

**8. Additional Terms.**

Agreed to and accepted by the Parties' duly authorized representatives effective as of the Work Order Effective Date.

\_\_\_\_\_ ("**Customer**")

\_\_\_\_\_ ("**Contractor**")

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT C

### SUPPORT & SERVICE LEVEL AGREEMENT

#### 1. Definitions.

- 1.1 “**Actual Availability**” means total time, in minutes, the Subscription Service is available for use by Customer, as reported in Contractor’s monthly reports delivered to Customer. Actual Availability less Unscheduled Downtime (as defined below) shall be calculated as set forth in Section 2 below.
- 1.2 “**Error**” means a bug, defect, or error in the Subscription Service that causes the Subscription Service to fail to perform in all material respects in accordance with the functionality set forth in the Contractor’s Documentation.
- 1.3 “**Failure Period**” means the month in which Contractor failed to achieve the Service Level(s).
- 1.4 “**Force Majeure Event**” has the meaning in Section 13.3 of the Agreement and means time (in minutes) that the Subscription Service is not available to Customer due to a failure or delay caused by or the result of causes beyond the reasonable control of Contractor provided the affected party takes reasonable and expedient action to resume performance. In addition, Contractor shall not be liable for, and a Force Majeure Event shall include, any lack of availability caused by (a) use of the Subscription Service by Customer other than as authorized under the Agreement or Documentation, (b) Customer Data, (c) Customer or third-party equipment, or (d) third party services, acts or systems excluding third-party services and systems required for the operation of the Services.
- 1.5 “**Monthly Fees**” means the actual fees invoiced and payable monthly or, in the event such fees are not invoiced and paid monthly, then the annual fees divided by 12.
- 1.6 “**Resolution**” means Contractor has provided a resolution that causes the Subscription Service to perform in all material respects in accordance with the functionality described in the Documentation.
- 1.7 “**Scheduled Availability**” means 7 days per week, 24 hours per day, in minutes, less Scheduled Maintenance and Force Majeure Events.
- 1.8 “**Scheduled Maintenance**” means time (in minutes) that the Subscription Service is not available to Customer due to the planned service outages during which Contractor may perform network upgrades and infrastructure changes, including those to improve the availability, security and performance of service. Any Scheduled Maintenance (a) for which Contractor failed to provide notice as required hereunder or (b) that occurs outside of the Scheduled Maintenance Hours as set forth in Section 3.2 below shall constitute Unscheduled Downtime.
- 1.9 “**Service Levels**” means any of the Availability Guarantee, the Response Time Guarantee, the Time to Restore Guarantee and/or the Resolution Time Guarantee.
- 1.10 “**Severity Level**” means the classification of an Error based on the definitions set forth in Table 1.
- 1.11 “**SLA Credits**” means any of the credits available to Customer as a result of Contractor’s failure to meet the Service Levels.
- 1.12 “**Support Services**” means support services provided by Contractor to respond to and resolve Errors at no additional charge as set forth herein.
- 1.13 “**Support Standards**” means Response Time, Time to Restore Time and Resolution Time as set forth in Table 2.
- 1.14 “**Time to Restore Time**” or “**Workaround**” means a temporary code fix or workaround or an effective alternative way of achieving the documented results.
- 1.15 “**Unscheduled Downtime**” means the time (in minutes) that Customer is unable to access the Subscription Service, provided that Customer has submitted a support ticket alerting Contractor

of such failure. Unscheduled Downtime excludes Scheduled Maintenance and issues arising out of a Force Majeure Event.

2. **Subscription Service Availability Service Level.** Contractor will provide 99.99% Actual Availability for each one-calendar-month period during the Term of the applicable Subscription Service Order (“**Availability Guarantee**”), as measured and monitored by Contractor. Actual Availability will be calculated on a monthly basis using the following formula:

$$[(X - Y) / X] * 100 = \%$$

Where: X = Scheduled Availability

And Y = Unscheduled Downtime

3. **Scheduled Maintenance.**

3.1 **Scheduled Maintenance Notice.** Contractor shall provide Customer with at least seventy-two (72) hours advance written notice of any Scheduled Maintenance. Contractor will provide such notices to Customer via its support portal. Notwithstanding the foregoing, should Customer contact Contractor, email permissible, requesting that Contractor delay such Scheduled Maintenance for at least forty-eight (48) hours, Contractor shall delay such Scheduled Maintenance for such period. Customer may request delays of such Scheduled Maintenance not more than once in a calendar month.

3.2 **Scheduled Maintenance Hours.** Contractor will use commercially reasonable efforts to schedule Scheduled Maintenance during the hours between 10:00 P.M. and 6:00 A.M. (Local Time of the applicable Amazon Web Services region).

3.3 **Limit on Scheduled Maintenance.** Scheduled Maintenance shall not exceed four (4) cumulative hours in any calendar month.

4. **Support Services.** Contractor shall provide Support Services in accordance with the terms of this Exhibit. Support Services shall include:

4.1 **Time and Method.**

4.1.1 **SL1 and SL2 Issues.** 24x7x365 online and phone support (for Error reporting only) for SL1 and SL2 Issues (as defined in Table 1 below); and

4.1.2 **All other Severity Levels.** 6:00 A.M. to 6:00 P.M. (Pacific Standard Time) Monday-Friday (excluding the following US holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve, Christmas Day) online support for all other technical issues relating to the use of the Subscription Service (including Errors or problems and assistance understanding specific features).

- 4.2 **Severity Level Definitions.** Customer, at the time it reports an Error to Contractor, shall in good faith designate the Severity Level for such Error, using the definitions set forth in Table 1. Contractor may modify the designation of such incident; provided that Contractor shall notify Customer before modifying the designation. For issues where root cause includes issues outside the Contractor system, the resolution times shall not apply to that specific issue.

**Table 1 – Severity Level Definitions**

Severity Level	Definition
1	An Error that renders the Subscription Service completely inoperative with no alternative available, provided that Customer has submitted a support ticket alerting Contractor of such failure.



Severity Level	Definition
2	An Error that has a high impact on key portions of the Subscription Service, with no alternative available queries are running in a manner such that they are adversely impacted while operating in a production environment, provided that Customer has submitted a support ticket alerting Contractor of such failure.
3	An Error that constitutes a change in behavior in the Subscription Service where urgency and impact is medium, with some business impact on Subscription Service in a production environment, resulting in some functionality loss on Customer's use of the Subscription Service. The Subscription Service is usable but does not provide a function in the most convenient or expeditious manner.
4	An Error in the Subscription Service where urgency and impact is low, with little or no impact on the quality, performance or functionality of Customer's use of the Subscription Service.

- 4.3 Response and Resolution Times.** Contractor shall use commercially reasonable efforts to comply with the Support Standards set forth in Table 2 below for the corresponding Severity Level. Response time shall be measured from the moment an Error is reported to Contractor by Customer and Contractor's acknowledgement of the Error. Time to Restore Time and Resolution Times each shall be measured from the moment an Error is reported to Contractor by Customer and Contractor delivers the Time to Restore or Resolution, as the case may be, to Customer.

**Table 2 – Support Standards**

Severity Level	Response Time	Time to Restore Time or "Workaround"	Resolution Time	Updates
SL1	15 minutes	1 hours	2 hours	Hourly unless Customer agrees to less frequent Updates
SL2	15 minutes	2 hours	4 hours	Hourly unless Customer agrees to less frequent Updates
SL3	4 business hours	1 week	N/A	Weekly
SL4	1 Business Day	N/A	N/A	In response to Customer's request

- 4.4 Support Service Levels. Service Level Credits for Failure to Meet Response Time, Time to Restore and/or Resolution Time Guarantees.**

- 4.4.1 Credits for Failure to Achieve Response Time, Time to Restore and/or Resolution Time Guarantees.** If Contractor in any given calendar month during the Term fails to achieve the Response Time, Time to Restore and/or Resolution Time Guarantees as

set forth in Table 2, Contractor will provide Customer with a credit (the “**Guarantee Credit**”). The Guarantee Credit shall be calculated as set forth in the table below:

Number of Incidents in a Calendar Month in which Contractor Failed to Meet Response Time, Time to Restore and/or Resolution Time Guarantees	Guarantee Credit
0-2	0%
3-6	10%
6-8	15%
9-11	25%
More than 12	50%

The Guarantee Credits shall be calculated and paid to Customer by Contractor for the number of incidents in each calendar month, within thirty (30) days of the end of the applicable calendar quarter, pro-rated if applicable for the first or last calendar quarter under the applicable Subscription Service Order. Guarantee Credits shall be based upon the average Monthly Fees calculated by taking the applicable Subscription Service Order Fees dividing this sum by twelve (12) and then determining the monthly average based upon the monthly consumption for the prior three (3) calendar months.

- 4.5 Escalation.** If, in Customer’s good faith determination, a SL1 or SL2 Error is not progressing toward resolution within the timeframes above, then at Customer’s request, Contractor will escalate the Error (and provide notice of such escalation to Customer) within its management structure as follows:

Severity	Resolution Time
Team Lead Support Center	2 hours after incident reported
Director of the Support Center	4 hours after incident reported
Vice President of Engineering	5 hours after incident reported

## 5. Service Level Credits for Failure to Achieve Availability Guarantee.

- 5.1 Credits for Failure to Achieve Availability Guarantee.** If Contractor in any given calendar month during the Term fails to achieve the Availability Guarantee, Contractor will provide Customer with a credit (the “**Availability Credit**”). The Availability Credit shall be calculated as follows:

$$X * Y$$

Where:

X = the Monthly Fee; and

Y = the percentage corresponding with the Actual Availability for the Failure Period as set forth in the table below.

Actual Availability	Credit
Under 99.99% but greater than or equal to 99.0%	5%

Under 99.0% but greater than or equal to 97.99%	10%
Under 97.99% but greater than or equal to 96.00%	25%
Below 95.99%	100%

SLA Credits for Availability Service Levels shall be calculated and credited or paid to Customer by Contractor for each calendar month in which the Availability Guarantee was not met, within thirty (30) days of the end of the applicable calendar quarter, pro-rated if applicable for the first or last calendar quarter under the applicable Subscription Service Order. Availability Service Level credits shall be based upon the average Monthly Fees calculated by taking the applicable Subscription Service Order Fees dividing this sum by twelve (12) and then determining the monthly average based upon the monthly consumption for the prior three (3) calendar months.

**Termination Rights.** Customer may terminate the Agreement, and/or the applicable Order, for any Repeated Severe Issues as detailed in Section 3.2.2 of the Agreement (Termination of Agreement and Orders for Material Breach). In such instances, Customer shall, as its sole and exclusive remedy, receive a refund of any pre-paid and unused fees for which Services were not rendered after the effective date of termination, together with any unpaid credits, in either case within thirty (30) days following termination.

6. **Service Level Credit Procedures.** Service Level Credits under Sections 4.4.1 and 5.1 above shall be cumulative. If the Subscription Service does not meet the Service Level in a given month, as measured over a calendar quarter based upon the prior three (3) months, Customer will receive a Service Level Credit as described herein provided that Customer made a request for a Service Level Credit within twenty-one (21) days after the end of the prior calendar month in which the failure occurred. Contractor shall apply any SLA Credit to Fees due on the next invoice; provided, however, if Contractor will not submit any further invoices to Customer, Contractor will pay such Guarantee Credits and SLA Credits to Customer within thirty (30) days following the effective date of termination. For purposes of clarity, as detailed in Section 4.2 of the Agreement (Failure to Meet Service Levels), within ten (10) days following Customer's request, which may occur via email, Contractor shall provide Customer with a report in a form reasonably requested by Customer detailing Contractor's performance with respect to each Service Level during the previous month and explain deviations from the Service Levels, if any, including a summary of performance issues encountered, a description of Contractor's response thereto, and a description of the status of the issue as of the last day of the month in question. Detailed supporting information for each report shall be provided to Customer in soft copy as reasonably requested by Customer.

**EXHIBIT D**

**DATA PROTECTION EXHIBIT**

*[[To Be Inserted.]]*

## **EXHIBIT E**

### **ARTIFICIAL INTELLIGENCE**

**1. Definitions and Scope.** Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement. Capitalized terms which are not otherwise defined in the Agreement shall have the following meanings:

**1.1 Definitions:**

- (a) **"AI Solutions"** means any products, goods, services (including SaaS), work product, or deliverables created, developed, licensed, sold, or otherwise provided (or to be provided) under the Agreement that include or use AI Technology, including, without limitation any feature, functionality, customization, or component of any product, good, service or deliverable procured or provided under the Agreement that incorporates, uses, depends on, is supported by, or employs any AI Technology.
- (b) **"AI Technology"** means any and all machine learning, deep learning, and other artificial intelligence technologies, including statistical learning algorithms, models (including large language models), neural networks, and other artificial intelligence tools or methodologies, all software implementations of any of the foregoing, and related hardware or equipment.
- (c) **"Applicable Rules"** means all present or future laws, regulations, standards, and regulatory guidance related to AI Technology in any jurisdiction, and includes, without limitation, (i) the EU AI Act, (ii) the UK AI Strategy and Guidelines, (iii) OECD Principles on AI, (iv) United States federal, state, or local laws, regulations, rules, and agency guidance, (v) other analogous international, federal, state, or local laws, regulations, rules and agency guidance, and (vi) industry standards and standards implemented, promulgated, published, adopted, or recommended by any governmental authority, recognized standards organization, or recognized industry group, whether binding or non-binding.
- (d) **"Training Data"** means all content and other information, other than Restricted Data, used to train any AI Technology that is used for or included in any AI Solution.

**1.2 Scope.** These terms apply to all AI Solutions provided, or to be provided, by the Contractor under the Agreement. Contractor represents and warrants that the Agreement or applicable Order Document includes a complete and accurate list of all AI Technology and AI Solutions used or incorporated in the products, goods, services, work product or deliverables provided thereunder.

**2. Compliance with Applicable Rules.** The Contractor shall comply with Applicable Rules and be responsible for ensuring that all AI Solutions provided under the Agreement comply with the requirements of all Applicable Rules.

**3. Restriction.** Contractor shall not process or otherwise in any way use (a) the Confidential Information of Customer or its Affiliates, or (b) any other information, materials, works, or other content input, provided or otherwise made available to Contractor, its Affiliates, or any of their subcontractors or representatives by or on behalf of Customer, its Affiliates or any of their users (collectively, **"Restricted Data"**), for purposes of training, creating, or otherwise modifying any AI Solution or AI Technology without Customer's prior written authorization in each instance. If Contractor becomes aware of any use of Restricted Data in violation of the foregoing restriction, Contractor shall promptly notify Customer and take steps in cooperation with Customer to remediate and/or mitigate such unauthorized use.

**4. Representations and Warranties.** Contractor represents, warrants, and covenants to Customer that:

- (A) neither Contractor's grant of the rights or licenses under the Agreement nor its provision of any AI Solutions or performance of other obligations under the Agreement, nor Customer's use of any AI Solution or exercise of its rights in accordance with the Agreement, does or at any time will: (i) conflict with or violate any Applicable Rules, including any Applicable Rules relating to the development, creation, training, fine-tuning, use, implementation, or provision of AI Technology; (ii) require the consent, approval, or authorization of any governmental

authority or other third party; or (iii) require the provision of any payment or other consideration by Customer or any user to any third party;

(B) it has obtained and will maintain all licenses, consents, and permissions, and otherwise has all rights, including in each case as required under Applicable Rules, to collect and use all Training Data, including to train AI Technology, and for Provider to grant the rights and licenses granted to Customer under the Agreement;

(C) it has complied, and will remain in compliance, with all applicable laws and regulations and other third-party contractual or other rights or requirements (including any use restrictions and other requirements of any license, consent, permission, or other contract and any website terms of use, terms of service, or other terms) applicable to: (x) collection and use of such Training Data; (y) the development, creation, training, fine-tuning, use, implementation, and provision of AI Technology; and (z) Customer's use of the AI Solutions and AI Technology as contemplated under the Agreement; and

(D) it regularly monitors, measures, and assesses the AI Solutions for accuracy and reliability, considering computational-centric measures (for example, false positive and false negative rates), human-artificial intelligence teaming, and external validity (generalizable beyond the training conditions), in accordance with Applicable Rules.

## **5. Documentation, Transparency, and Data Quality**

**5.1 Documentation.** Contractor shall provide comprehensive documentation for all AI Solutions, including details of the AI's functionality, risk assessments, and compliance with Applicable Rules. Such documentation shall be updated regularly and made available to Customer upon its request.

**5.2 Transparency.** Contractor shall maintain transparency in the functioning of AI Solutions, including the algorithms used, data sources, and any potential biases or limitations of the AI Solutions. Contractor will also provide clear information about how the AI Solution makes decisions, including details on the logic and criteria used in its decision-making processes. Contractor shall retain information in human-readable form that explains or could be used to explain the decisions made or facilitated by the AI Solutions.

**5.3 Data Quality.** Contractor shall ensure that all data used in the development, training, and operation of the AI Solution is of high quality, accurate, and representative. Contractor shall implement robust data management practices, including data validation, regular updates, and documentation of data sources.

## **6. Risk Management and Mitigation**

- (a) Contractor shall conduct regular risk assessments of the AI Solution to identify and mitigate potential risks associated with its deployment and use. Contractor agrees to implement appropriate risk management measures, including but not limited to, safety features, error handling mechanisms, and contingency plans.
- (b) Contractor must not use or supply any AI Solution that includes or makes use of Prohibited AI. As used herein, "**Prohibited AI**" means any AI Technology that: (i) deploys subliminal, manipulative or deceptive techniques which materially distort a person's behavior by impairing informed decision-making or autonomy in a way that is reasonably likely to cause significant harm; (ii) exploits vulnerable groups (such as children or religious minorities) to materially distort their behavior in a way that is reasonably likely to cause significant harm; (iii) evaluates or classifies people based on their social behavior or personality characteristics to create a 'social score' which leads to defined detrimental or unfavorable treatment of those people; (iv) assesses or predicts the risk of an individual committing a criminal offence based solely on profiling or assessing personality traits and characteristics; (v) creates facial recognition databases through the untargeted scraping of facial images from the internet or CCTV footage; (vi) enables emotional recognition in the workplace or educational institutions (other than for medical or safety purposes expressly permitted under Applicable Rules); (vii) categorizes people based on biometric data to infer race, political opinions, trade union membership, religious or

philosophical beliefs or sex life or orientation; or (viii) uses "real-time" biometric identification in publicly accessible spaces for law enforcement purposes.

## **7. Ethical and Responsible AI Use**

**7.1 Ethical Standards.** The Contractor shall adhere to ethical AI guidelines, standards and best practices, ensuring that AI Solutions do not perpetuate discrimination, bias, or any other unethical practices.

**7.2 Human Oversight.** The Contractor shall ensure that appropriate human oversight mechanisms are in place for all AI Solutions, allowing for intervention and review in cases where AI decisions have significant impacts. Customer will have the ability to override or correct decisions made by the AI Solution. Contractor will provide the necessary tools and interfaces to facilitate effective human oversight.

**7.3 Bias and Fairness.** The Contractor shall actively work to identify and mitigate biases in AI Solutions, ensuring fairness in outcomes and compliance with ethical guidelines.

## **8. Audit and Monitoring**

**8.1 Regular Audits.** The Contractor shall cooperate in Company's vendor AI assessment program, and permit regular audits and inspections by the Company or an appointed third party to verify compliance with Applicable Rules and this Exhibit. Contractor agrees to cooperate with such audits, respond to questionnaires from Company, provide necessary documentation, and address any identified issues promptly.

**8.2 Reporting Obligations.** The Contractor shall promptly report any issues, failures, or breaches related to the AI Solutions, including non-compliance with Applicable Rules or the Exhibit.

## **9. Termination**

**9.1 Termination for Non-Compliance.** Without limiting any other right or remedy of Company, Company may terminate the Agreement on written notice to Contractor if the Contractor fails to comply with the terms and conditions of this Exhibit in any material respect.

**9.2 Termination for Changes.** Contractor shall not implement any changes to the AI Solution that impact its functionality or performance in any material respect. Without limiting any other right or remedy of Company, Company may terminate the Agreement on written notice to Contractor if the Contractor implements any changes to the AI Solution that impact its functionality, performance, or compliance with Applicable Rules.

**10. Notification of Incidents and Updates.** Contractor agrees to promptly notify Customer of any incidents, failures, or breaches related to the AI Solution that could affect its compliance with Applicable Rules. Contractor will also provide advance written notice of any planned changes to the AI Solution that may impact its functionality or compliance with Applicable Rules or this Exhibit.

**11. Training and Support.** At no additional cost to Customer, Contractor shall provide Customer with training on the use and management of the AI Solution, including all training necessary to ensure compliance with Applicable Rules. This includes training on interpreting AI outputs, managing system updates, and handling any issues related to the AI Solution's performance.

**12. Indemnification.** Contractor agrees to indemnify, defend, and hold Customer, its Affiliates and their respective employees, directors, agents, successors and permitted assigns ("Customer Parties") harmless from and against any and all liabilities, damages, losses, expenses, fines, penalties, and/or judgments, including reasonable attorneys' fees, costs, and expenses incidental thereto, awarded against any Customer Parties or agreed in settlement by Contractor, by reason of any demand, proceeding, action, regulatory action, lawsuit, and/or claim, in each case asserted against a Customer Party by a third party, to the extent arising out of or relating to any breach by Contractor of this Exhibit or any breach of Applicable Rules by Contractor.

**13. Liability.** Notwithstanding anything to the contrary in the Agreement or any Order Document, any limitation of liability and/or waiver of damages set forth in the Agreement or any Order Document will not apply to Contractor's obligations as they relate to this Exhibit.

**14. General.** Contractor certifies that it understands the requirements and limitations of the Agreement, this Exhibit, and Applicable Rules. In the event of conflict between or among the provision(s) in any Agreement, Order Document, or this Exhibit, the parties will endeavor to interpret any such conflicting provision(s) in a consistent manner. In the event of an irreconcilable conflict, the provision(s) of the aforementioned documents (to the extent applicable) will govern in the following order of precedence: (i) this Exhibit, (ii) the Agreement, and (iii) the applicable Order Document.



**EXHIBIT F**

**INFORMATION SECURITY**

**[[Customer to insert appropriate Information Security Exhibit]]**

## **EXHIBIT G**

### **DIGITAL ACCESSIBILITY**

To the extent that any term, condition, or provision of this Accessibility Exhibit (this "Exhibit") conflicts or is inconsistent with any other term, condition, or provision of the Agreement, unless specifically provided otherwise herein, the term, condition, or provision of this Exhibit shall control. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

1. **Definitions.** For purposes of this Exhibit, Capitalized terms which are not otherwise defined in the Agreement shall have the following meanings:

a. **"Accessibility Requirements"** means the most recent version of or successor version to Web Content Accessibility Guidelines (minimum Level AA), or version agreed upon by the Parties, as published by the Web Accessibility Initiative of the World Wide Web Consortium. If a document is published in Portable Document Format (PDF) and accessed through digital channels, the document must be PDF/Universal Accessibility (UA) conformant (the **"Accessibility Requirements"**).

b. **"Assistive Technology"** means products, equipment, and systems that enhance learning, working, and daily living for persons with disabilities.

c. **"Licensed Software"** means any technology, computer system, website, web application, web interface, cloud network, software, technology, content, and/or technology-based services and its component parts, modified and/or delivered by Contractor to Customer under the Agreement that is intended to be accessed and used by applicable users.

d. **"VPAT"** means Voluntary Product Accessibility Template, an industry-standard report template from the Information Technology Industry Council used to generate an Accessibility Conformance Report, which is a Contractor-generated statement documenting the conformance of the Licensed Software with each criterion of the Accessibility Requirements.

2. **Conformance.** Contractor covenants and agrees that: (a) the Licensed Software will comply with the applicable sections of the most current version of the Web Content Accessibility Guidelines minimum Level AA, as published by the Web Accessibility Initiative of the World Wide Web Consortium, the European Accessibility Act, and any applicable current federal and state disability laws upon delivery or within the timeframes mutually agreed to by the Parties in writing; (b) Accessibility Requirements will be upheld throughout the term of the Agreement, applicable to and including all revisions, updates, patches, and new releases of products and services; and (c) Contractor will accurately and completely document compliance, or specific plans to comply with the Accessibility Requirements. If Contractor provides installation, configuration, integration, or hosting services under the Agreement or any applicable Work Order, Contractor shall not implement the product/system in a manner that reduces the existing level of conformance with the Accessibility Requirements. To the extent that the Licensed Software permits Customer or intended users to post content or enables the dissemination of content for access, review, and/or use by users, Contractor shall ensure that such Licensed Software enables access, review, dissemination and/or use of content in a format that conforms to the Accessibility Requirements and does not interfere with the ability of content providers to post such content in a format that conforms to the Accessibility Requirements.

3. **Exceptions to Conformance.** The Parties acknowledge that some WCAG conformance level AA success criteria address features or design elements that may not be relevant to the Licensed Software under the Agreement, and in such circumstances conformance with those Success Criteria will not be required. The Parties also acknowledge that to the extent the Success Criteria do not address certain features or elements, this provision shall not apply to those features and elements.

4. **Testing and Acceptance.** Prior to delivery, or on a timetable mutually agreed to by the Parties, Contractor shall:

- a. **Standards Testing.** Conduct internal and field testing of the Licensed Software (collectively, “**Testing**”) against the Accessibility Requirements, and ensure that Licensed Software conforms with the Accessibility Requirements;
  - b. **Assistive Technologies Testing.** Without limiting the foregoing, conduct Testing to ensure the interoperability of the Licensed Software with the applicable Assistive Technologies covered within the Accessibility Requirements, including but not limited to screen reader and speech recognition software;
  - c. **Notification and Resolution of Open Issues.** Notify Customer of any Accessibility Requirements compliance or Assistive Technology interoperability issue (“**Open Issue**”) that Contractor reasonably and in good faith believes cannot be resolved prior to the delivery or incorporation of the Licensed Software, including an explanation of the Open Issue and projected date for the conduct and completion of resolutions. With respect to the portions of the Licensed Software subject to an Open Issues, Contractor may: (a) proceed with delivery or incorporation only if approved by Customer in writing and (b) if so approved, use all reasonable efforts to resolve each Open Issue to Customer’s satisfaction within a period of time mutually agreed by Contractor and Customer in writing.
5. **Accessibility Feedback.** Contractor shall include within the Licensed Software, in a manner that is accessible to all intended users thereof, and approved in advance in writing by Customer, a method to contact knowledgeable personnel for all users having trouble accessing, perceiving, operating, or understanding content. Such knowledgeable personal shall also be responsible for addressing feedback, questions, concerns, comments, issues and/or complaints regarding accessibility of the Licensed Software. Contractor will promptly bring to Customer’s attention any issues that come to its attention regarding the accessibility of the Licensed Software and/or the conformance of the Licensed Software to the Accessibility Requirements.
6. **Continued Compliance.** Contractor shall:
  - a. Promptly notify Customer of all accessibility complaints that implicate Licensed Software and respond to and resolve all such complaints that indicate nonconformance to this Exhibit (“**Defects**”);
  - b. Ensure that each Defect is remedied with the same level of priority as any equivalent loss of function for individuals without disabilities;
  - c. Ensure that all upgrades, versions and releases that Contractor is obligated to provide to Customer under the Agreement also conform to this Exhibit; and
  - d. Conduct annual accessibility testing to ensure the Licensed Software continues to conform to this Exhibit, and in addition, upon Customer’s reasonable request, provide Customer with accurate and complete written reports (in the form of a VPAT) of all final Testing results.
7. **Maintenance, Upgrades & Replacements.** Contractor shall ensure maintenance, substitutions, and replacements to equipment and software pursuant to the Agreement and any applicable Work Orders conform with Accessibility Requirements and do not reduce the original level of conformance, applicable to and including all revisions, updates, patches, and new releases of the Licensed Software. Contractor shall incur all costs and expenses attributable to the Licensed Software complying with the Accessibility Requirements, throughout the term of the Agreement, including any modification of digital or other systems and/or all components of digital or other systems which form part of the Licensed Software, to ensure such compliance.
8. **Termination.** Notwithstanding the foregoing, if at any time Contractor breaches or allegedly breaches any covenants set forth in Section 2 and/or delivers a Licensed Software with an Open Issue that Customer determines cannot be resolved to Customer’s satisfaction, in addition to any other rights or remedies of Customer hereunder, Customer shall have the right to terminate the Agreement. Any termination by Customer of the Agreement made pursuant to this provision shall be deemed a “for cause” termination. In the event of such termination, Customer shall be entitled to recover an amount equal to all fees paid for the affected

Licensed Software, plus all fees paid to Contractor for Services related to the Licensed Software and for any other products furnished by Contractor to Customer that were provided in conjunction with the Licensed Software and that cannot be utilized effectively or completely by Customer without using the Licensed Software.

**9. Indemnification.** Notwithstanding anything contrary to this Exhibit, Contractor shall indemnify, defend, and hold harmless Customer and its affiliates and employees from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) arising out of, relating, and attributable to: (i) Contractor's breach or alleged breach of any provision of this Exhibit, (ii) inaccessibility of the Licensed Software including without limitation Customer's use of such Licensed Software, and (iii) Contractor's negligence or willful misconduct (collectively, "**Claims**"). Customer shall promptly notify Contractor of any such Claims. Customer may participate in the defense of any claim by counsel of its own choosing, at its cost and expense and Contractor will not settle any claim without Customer's prior written consent, unless the settlement fully and unconditionally releases Customer and does not require Customer to pay any amount, take any action, or admit any liability.