

# **Master Software-as-a-Service Subscription (SaaS) Agreement**

**THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS THE USE OF AND ACCESS TO THE SOFTWARE SERVICES (SERVICE) BY YOU, YOUR AGENTS AND END-USERS IN CONNECTION SUBSCRIPTION TO THE SOFTWARE SERVICES.**

**By accepting this Agreement, either by accessing or using a Service, or authorizing or permitting any Agent or End-User to access or use a Service, You agree to be bound by this Agreement as of the date of such access or use of the Service (the “Effective Date”). If You are entering into this Agreement on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to this Agreement for that Entity and representing to LogicData that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms “Subscriber,” “You,” “Your” or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not use or authorize any use of the Services.**

The purpose of this Agreement is to establish the terms and conditions under which Subscriber may purchase LogicData’s Software Services described in an Order Form. Other Professional Services, such as training, consulting, and programming, are governed by your Professional Services Agreement with LogicData, a separate document.

In the event of any inconsistency or conflict between the terms of the Agreement and the terms of any Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control.

## **General Terms and Conditions**

### **SECTION 1. ACCESS TO THE SERVICES**

**1.1 Software as a Service.** We will make the Services and Your Service Data available to You pursuant to this Agreement and the applicable Order Form(s) and Documentation in accordance with Your Service Plan. We will use commercially reasonable efforts to make the Software available 24 hours a day, 7 days a week, except (a) during Planned Downtime (of which We will give advance notice via Our Site or to the Account owner); and (b) Force Majeure Events.

**1.2 Support.** We will, at no additional charge, provide applicable standard customer support for the Services to You as detailed on the applicable Site and Documentation, and upgraded support, if purchased.

**1.3 Professional Services.** Upon Your request, We may provide Professional Services which shall be subject to the terms and conditions of your LogicData Professional Services Agreement.

**1.4 Modifications.** You acknowledge that LogicData may modify the features and functionality of the Services during the Subscription Term. LogicData shall provide You with commercially reasonable advance notice of any deprecation of any material feature or functionality.

**1.5 Additional Features.** We will notify You of applicable Supplemental Terms or alternate terms and conditions prior to Your activation of any Additional Features. The activation of any Additional Features by You in Your Account will be considered acceptance of the applicable Supplemental Terms or alternate terms and conditions where applicable.

**1.6 Extension of Rights to Affiliates.** You may extend Your rights, benefits and protections provided herein to Your Affiliates and to contractors or service providers acting on Your or Your Affiliates' behalf, provided that You remain responsible for Your and their compliance hereunder.

## **SECTION 2. USE OF THE SERVICES**

**2.1 Compliance.** As between You and LogicData, You are responsible for compliance with the provisions of this Agreement by Agents and End-Users and for any and all activities that occur under Your Account, which LogicData may verify from time to time. Without limiting the foregoing, You will ensure that Your use of the Services is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Agents or End-Users.

**2.2 Content and Conduct.** In addition to complying with the other terms, conditions and restrictions set forth in this Agreement, You agree not to (a) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (b) attempt to bypass or break any security or rate limiting mechanism on any of the Services or use the Services in any manner that interferes with or disrupts the integrity, security or performance of the Services and its components; (c) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; or (d) to the extent You are subject to the US Health Insurance Portability and Accountability Act of 1996, and its implementing regulations (HIPAA), use the Services to store or transmit any "protected health information" as defined by HIPAA, unless expressly agreed to otherwise in writing by LogicData.

**2.3 System Requirements.** Depending on your configuration, a high-speed Internet connection and a VPN layer may be required for proper transmission of the Services and connection to your backend system. You are responsible for procuring and maintaining the network connections that connect Your network to the Services including, but not limited to, browser software that supports protocols used by LogicData, including the Transport Layer Security (TLS) protocol or other protocols accepted by LogicData, and to follow procedures for accessing services that

support such protocols. We are not responsible for notifying You, Agents or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by LogicData. We assume no responsibility for the reliability or performance of any connections as described in this Section.

**2.4 Internal Business Purposes Only.** Unless otherwise authorized by LogicData in this Agreement or expressly agreed to otherwise in writing by LogicData, You may not use the Services in any manner where You act as a service bureau or to provide any outsourced business process services on behalf of more than one (1) third party (other than Affiliates) through a single Account. This provision is not intended to prevent or inhibit the use of the Services to provide business support to multiple End-Users; however, You agree not to license, sublicense, sell, outsource, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or resell the Services to any third party, other than authorized Agents and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement, unless expressly agreed to otherwise in writing by LogicData.

**2.5 No Competitive Access.** You may not access the Services if You are a direct competitor of the LogicData Group, except with LogicData's express prior written consent. You may not access the Services for competitive purposes.

### **SECTION 3. TERM, CANCELLATION AND TERMINATION**

**3.1 Term.** Unless Your Account and subscription to a Service are terminated in accordance with the terms of this Agreement or unless otherwise provided for in an Order Form (a) Your subscription to a Service (including any and all Deployed Associated Services) will renew for a Subscription Term equivalent in length to the then expiring Subscription Term and (b) the Subscription Charges applicable to any subsequent Subscription Term shall increased by 4% or the Cost of Living Index, whichever is greater.

**3.2 Cancellation.** Either Party may elect to terminate Your Account and subscription to a Service as of the end of Your then-current Subscription Term by providing notice, in accordance with Section 20 of this Agreement, no less than thirty (30) days prior to the end of such Subscription Term.

**3.3 Mutual Termination for Cause.** A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of thirty (30) days from the date of the breaching Party's receipt of such written notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

We will refund You any prepaid fees covering the remainder of the Subscription Term as of the effective date of termination if this Agreement is terminated by You in accordance with this Section for LogicData's uncured material breach.

You are required to pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Order Forms if this Agreement is terminated by Us for Your material breach in accordance with this Section. In no event will Our termination for cause relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

**3.4 Payment Upon Termination.** Except for Your termination under Section 3.3 for Our uncured material breach, if You terminate Your subscription to a Service or cancel Your Account prior to the end of Your then effective Subscription Term, or if We terminate or cancel Your Account pursuant to Section 3.3, in addition to any other amounts You may owe LogicData, You must immediately pay any and all unpaid Subscription Charges associated with the remainder of such Subscription Term.

**3.5 No Refunds.** Except for Your termination rights under Section 3.3, if You elect to terminate Your subscription to a Service or cancel Your Account prior to the end of Your then current Subscription Term, no refunds or credits for Subscription Charges or other fees or payments will be provided to You.

## **SECTION 4. BILLING, PLAN MODIFICATIONS AND PAYMENTS**

**4.1 Payment and Billing.** All Subscription Charges are due in full upon commencement of Your Subscription Term. If You fail to pay Your Subscription Charges or any other charges indicated on any Order Form or Statement of Work, or in any Supplemental Terms, within five (5) business days of Our notice to You that payment is delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of the Services by You, your Agents and End-Users.

**4.2 Taxes.** Unless otherwise stated, Our charges do not include any Taxes. You are responsible for paying Taxes assessed in connection with Your subscription to the Services except those assessable against LogicData measured by its net income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

## **SECTION 5. CONFIDENTIAL INFORMATION**

Each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service

providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 5 shall control over any non-disclosure agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. To be clear, any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any such non-disclosure agreement.

## **SECTION 6. OWNERSHIP AND SECURITY OF SaaS DATA**

**6.1 Ownership of Service Data.** Subscriber shall retain ownership rights to all SaaS Data Processed under the terms of this Agreement.

**6.2 No Sale of SaaS Data.** LogicData will never sell, rent, or lease Your Service Data to any third party. We will not share Your Service Data with third parties, except as permitted by this Agreement and in order to provide, secure, and improve the Services.

## **SECTION 7. PRIVACY PRACTICES**

**7.1 Data Processing Agreement and Subscriber as Data Controller.** To the extent SaaS Data constitutes Personal Data, the Parties agree that You shall be deemed to be the Data Controller, and LogicData shall be deemed to be the Data Processor, as those terms are understood under the Applicable Data Protection Law.

**7.2 (Deleted)**

**7.3 Sub-processors.** You acknowledge and agree that LogicData may use Sub-processors, who may access Service Data, to provide, secure and improve the Services. We shall be responsible for the acts and omissions of members of LogicData Personnel and Sub-processors to the same extent that We would be responsible if LogicData was performing the services of each LogicData Personnel or Sub-processor directly under the terms of this Agreement.

**7.4 (Deleted)**

**7.5 In-Product Cookies.** Whenever You, Your Agents or End-Users interact with Our Services, LogicData's In-Product Cookie Policy applies.

## **SECTION 8. TEMPORARY SUSPENSION**

We reserve the right to restrict functionalities or suspend the Services (or any part thereof), Your Account or Your and/or Agents' or End-Users' rights to access and use the Services and remove,

disable or quarantine any Service Data or other content if (a) We reasonably believe that You, Agents or End-Users have violated this Agreement; or (b) We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Agents or End-Users. Unless legally prohibited from doing so or where We are legally required to take immediate action, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Agents, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users may be referred to law enforcement authorities at Our sole discretion.

## **SECTION 9. NON-LOGICDATA SERVICES**

If You decide to enable, access or use Non-LogicData Services, Your access and use of such Non-LogicData Services shall be governed solely by the terms and conditions of such Non-LogicData Services. LogicData does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Non-LogicData Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Service Data), or any interaction between You and the provider of such Non-LogicData Services. We cannot guarantee the continued availability of such Non-LogicData Service features, and may cease enabling access to them without entitling You to any refund, credit or other compensation, if, for example and without limitation, the provider of a Non-LogicData Service ceases to make the Non-LogicData Service available for interoperability with the corresponding Service in a manner acceptable to Us. You irrevocably waive any claim against LogicData with respect to such Non-LogicData Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Non-LogicData Services, or Your reliance on the privacy practices, data security processes or other policies of such Non-LogicData Services. You may be required to register for or log into such Non-LogicData Services on their respective websites. By enabling any Non-LogicData Services, You are expressly permitting LogicData to disclose Your login and Service Data as necessary to facilitate the use or enablement of such Non-LogicData Services.

## **SECTION 10. (Deleted)**

## **SECTION 11. INTELLECTUAL PROPERTY RIGHTS**

**11.1** Each Party shall retain all rights, title and interest in any Intellectual Property Rights. The rights granted to You, Agents and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights of LogicData associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with LogicData and belong exclusively to LogicData.



**11.2** LogicData shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf. LogicData also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations, or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf.

## **SECTION 12. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

**12.1** Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

**12.2** Warranties. We warrant that during an applicable Subscription Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty in this section, Your exclusive remedies are those described in Section 3.3 herein.

**12.3** Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 12.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **SECTION 13. INDEMNIFICATION**

**13.1** Indemnification by Us. We will indemnify and defend You from and against any claim brought by a third party against You by reason of Your use of a Service as permitted hereunder,

alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by LogicData for such defense, provided that (a) You promptly notify LogicData of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, We shall not settle or compromise any claim that results in liability or admission of any liability by You without Your prior written consent); and (c) You fully cooperate with LogicData in connection therewith. If use of a Service by You, Agents or End-Users has become, or, in Our opinion, is likely to become, the subject of any such IP Claim, We may, at Our option and expense, (i) procure for You the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by LogicData, terminate Your subscription to the Service(s) and repay You, on a pro-rata basis, any Subscription Charges previously paid to LogicData for the corresponding unused portion of Your Subscription Term for such Service(s). We will have no liability or obligation under this Section 13.1 with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by You; (y) modification of the Service(s) by anyone other than LogicData or LogicData Personnel; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 13.1 state the sole, exclusive and entire liability of LogicData to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You, Agents or End-Users.

**13.2 Indemnification by You.** You will indemnify, defend and hold LogicData harmless against any claim brought by a third party against LogicData (a) arising from or related to use of a Service by You (not from or related to the Service itself), Agents or End-Users in breach of this Agreement; or (b) alleging that Your use of the Service or Your Service Data infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret; provided that (i) We promptly notify You of the threat or notice of such claim; (ii) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (iii) We fully cooperate with You in connection therewith.

## **SECTION 14. LIMITATION OF LIABILITY**

**14.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF**



TRANSMISSION VIA YOUR SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF LOGICDATA), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

**14.2** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, LOGICDATA'S AGGREGATE LIABILITY TO YOU, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR CONSULTING FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 14.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND CONSULTING FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE PROFESSIONAL SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN SECTION 14.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM LOGICDATA'S IP CLAIMS INDEMNITY OBLIGATIONS IN SECTION 13.1 OF THIS AGREEMENT.

**14.3** THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO ANY AND ALL CLAIMS BY SUBSCRIBER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE.

**14.4** Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, LOGICDATA'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**14.5** Any claims or damages that You may have against LogicData shall only be enforceable against LogicData and not any other entity, nor any officers, directors, representatives, or agents of LogicData or any other entity.

## **SECTION 15. THIRD-PARTY SERVICE PROVIDERS**

You agree that LogicData, and the third-party service providers that are utilized by LogicData to assist in providing the Services to You, shall have the right to access Your Account and to use, reproduce, distribute, and display the Personal Data of Your Agents to the extent necessary to provide, secure or improve the Services. Any third-party service providers utilized by LogicData will only be given access to Your Account as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 5; and (b) such third-party service provider's agreement to comply with the data transfer restrictions applicable to Personal Data within Service Data as set forth in Section 7.

## **SECTION 16. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT**

**16.1 Assignment.** You may not, directly, or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement, or delegate performance of Your duties under this Agreement, without Our written prior consent, which consent will not be unreasonably withheld. We may assign this Agreement in connection with any merger or change of control of LogicData or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. If requested by LogicData, You must execute Our form to give effect to LogicData's assignment. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**16.2 Entire Agreement.** This Agreement constitutes the entire agreement and supersedes any and all prior agreements between You and LogicData with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

**16.3 Amendment.** We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Services following the effective date of any such amendment may be relied upon by LogicData as Your consent to any such amendment. Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

## **SECTION 17. SEVERABILITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

## **SECTION 18. EXPORT COMPLIANCE AND USE RESTRICTIONS**

The Services and other LogicData technology, and derivatives thereof, may be subject to export controls and economic sanctions laws and regulations of the United States and other jurisdictions. Subscriber agrees to comply with all such laws and regulations as they relate to access to the Services and other LogicData technology. Each Party represents that it is not named on any U.S. government restricted-party list, and Subscriber will not permit any Agent or End-User to access or use any Service in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria or Crimea), or for any prohibited end use (e.g., nuclear, chemical, or biological weapons proliferation, or missile-development purposes).

## **SECTION 19. RELATIONSHIP OF THE PARTIES**

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

## **SECTION 20. NOTICE**

**20.1** All notices provided by LogicData to You under this Agreement may be delivered in writing by (a) nationally recognized overnight delivery service (“Courier”) or U.S. mail to the contact mailing address provided by You on any Order Form; or (b) electronic mail to the electronic mail address provided for Your Account owner.

**20.2** All Legal Notices provided by You to LogicData under this Agreement must be delivered in English and in writing by (a) Courier or U.S. mail to 989 Market Street, San Francisco, California 94103 U.S.A. Attn: Legal Department; or (b) electronic mail to [legalnotice@LogicData.com](mailto:legalnotice@LogicData.com). All other notices provided by You to LogicData under this Agreement must be delivered in English and in writing by electronic mail to [revops@LogicData.com](mailto:revops@LogicData.com).

**20.3** All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

## **SECTION 21. GOVERNING LAW**

This Agreement shall be governed by the laws of the State of Colorado, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Arapahoe Country, Colorado. You hereby expressly agree to submit to the

exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or access to or use of the Services by You, Your Agents, or End-Users.

## **SECTION 22. FEDERAL GOVERNMENT END USE PROVISIONS**

If You are a U.S. federal government department or agency or contracting on behalf of such department or agency, each of the Services is a “Commercial Item” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to You with only those rights as provided under the terms and conditions of this Agreement.

## **SECTION 23. ETHICAL CONDUCT AND COMPLIANCE**

Neither Party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of its employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restrictions by Us, You will use reasonable efforts to promptly notify Our Legal Department at [legalnotice@LogicData.com](mailto:legalnotice@LogicData.com).

## **SECTION 24. SURVIVAL**

Sections 2.1, 3.5, 3.6, 4.4, 5 – 7, 11 – 21 and 25 shall survive any termination of this Agreement with respect to use of the Services by You, Agents or End-Users. Termination of this Agreement shall not limit a Party’s liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

## **SECTION 25. DEFINITIONS**

When used in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

**“Account”** means any accounts or instances created by or on behalf of Subscriber or its Affiliates within the Services.

**“Additional Feature(s)”** means additional features or functionality that are available or enabled through the Service, but do not form part of the Service. Additional Features also include third party services that are purchased and/or subscribed to via an Order Form and that are identified as being resold by LogicData and governed by such third party’s alternate agreement. Additional Features are purchased or enabled separately and distinctly from Your Service Plan and Deployed Associated Services.

**“Affiliate”** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

**“Agent”** means an individual (including those of Your Affiliates) authorized to use the Service(s) through Your Account as an agent and/or administrator, each as identified through an individual Agent Login.

**“Agent Contact Information”** means Personal Data about Your Agents, such as their name and email address, that LogicData stores separate from the Services in order to, among other things, communicate with Your Agents and provide customer support. Agent Contact Information is not considered Service Data.

**“Agent Login”** means a unique username and associated password provisioned to an identifiable individual to permit them to access the Services.

**“Agreement”** means this SaaS Master Subscription Agreement together with any and all Supplemental Terms, Order Forms and other documents such as a Professional Services Agreement, or Statement of Work (each, where applicable).

**“API”** means the application programming interfaces developed, made available and enabled by LogicData that permit Subscribers to access certain functionality provided by the Services, including, without limitation, the REST API that enables the interaction with the Services automatically through HTTP requests and the application development API that enables the integration of the Services with other web applications.

**“Applicable Data Protection Law”** means the following data protection law(s): (a) the EU Regulation 2016/679 entitled “On the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR)” and any applicable national laws made under it.

**“Associated Services”** means products, services, features and functionality designed to be used in conjunction with the Services that are not included in the Service Plan to which You subscribe. For avoidance of doubt, Additional Features that are expressly stated to be governed by separate Supplemental Terms shall not be deemed an Associated Service. Where You have purchased, deployed, or subscribed to an Associated Service, such Associated Service is referred to as a “Deployed Associated Service.”

**“Beta Services”** means a product, service or functionality provided by LogicData that may be made available to You to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

**“Confidential Business Information”** means all Confidential Information that is not Service Data, including, without limitation, Your Agents’ Personal Data and Account information, which LogicData may store in its systems separate from the Service and in accordance with Our security policies and procedures.

**“Confidential Information”** means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, the terms of this Agreement, Service Data, Personal Data and Confidential Business Information.

Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party’s Confidential Information.

**“Documentation”** means any written or electronic documentation, images, video, text or sounds specifying the functionalities or limitations of the Services or describing Service Plans, as applicable, provided or made available by LogicData to You.

**“End-User”** means any person or entity other than Subscriber or Agents with whom Subscriber, its Agents, or its other End-Users interact while using a Service.

**“Force Majeure Event”** means any circumstances beyond Our reasonable control, including, but not limited to, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-LogicData Services, or acts undertaken by third parties, including without limitation, denial of service attack.

**“Intellectual Property Rights”** means any and all respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

**“Legal Notice”** means any notice provided by Subscriber to LogicData under Sections 3.3 and 13.1 of this Agreement.

**“Malicious Software”** means any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.



**“Non-LogicData Services”** means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which You may connect to or enable in conjunction with a Service, including, without limitation, Non-LogicData Services which may be integrated directly into Your Account by You or at Your direction.

**“Order Form”** means Our generated service order form(s) or online ordering document or process completed, executed or approved by You with respect to Your subscription to a Service, which may detail, among other things, the number of Agents authorized to use a Service under Your subscription and the Service Plan applicable to Your subscription.

**“Payment Agent”** means LogicData, Inc. or a payment agent designated by LogicData. For example, if You choose to pay for a Service with a credit card or certain other payment instruments in a currency other than the U.S. Dollar, LogicData may designate the Payment Agent to be Logic DataSystems, Inc., a corporation formed in Colorado, USA.

**“Personal Data”** means any information relating to an identified or identifiable natural person (‘data subject’) where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

**“Personnel”** means employees and/or non-employee service providers and contractors of LogicData engaged by LogicData in connection with performance hereunder.

**“Planned Downtime”** means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

**“Processing/to Process/Processed”** means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Professional Services”** means consulting and professional services (including any training, success and implementation services) provided by LogicData Personnel as indicated on an Order Form or other written document such as a SOW. Professional Services may also be referred to as Consulting Services in the Documentation or SOW.

**“Service(s)”** means the products and services that are ordered by You online through a link or via an Order Form referencing this Agreement, whether on a trial or paid basis, and made available online by Us, via the applicable subscriber login link and other web pages designated by Us, including, individually and collectively, the applicable Software, updates, API, Documentation, and all Deployed Associated Services that are provided under this Agreement.

“Services” exclude (a) Non-LogicData Services as that term is defined in this Agreement; and (b) any Additional Features or Associated Services that are not provided under this Agreement or Your Service Plan. From time to time, the names and descriptions of the Services or any individual Service may be changed. To the extent Subscriber is given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

“**Service Data**” means all electronic data, text, messages, communications, or other materials submitted to and stored within a Service by You, Agents and End-Users in connection with Your use of such Service.

“**Service Data Breach**” means an unauthorized access or improper disclosure that has been verified to have affected Your Service Data.

“**Service Plan(s)**” means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site and in Documentation applicable to the Service) for the Services.

“**Site**” means a website operated by LogicData, including [www.LogicData.com](http://www.LogicData.com), as well as all other websites that LogicData operates (but shall not include the Services).

“**Software**” means software provided by LogicData (either by download or access through the internet) that allows Agents or End-Users to use any functionality in connection with the applicable Service.

“**Sub-processor**” means any third-party data processor engaged by LogicData that receives Service Data from LogicData for Processing on behalf of Subscriber and in accordance with this Agreement, Subscriber’s instructions (as communicated by LogicData), and the terms of its written subcontract.

“**Subscription Charges**” means all charges associated with Your access to and use of an Account.

“**Subscription Term**” means the period during which You have agreed to subscribe to a Service.

“**Supplemental Terms**” means the additional terms and conditions that are (a) included or incorporated on an Order Form via hyperlink or other reference (e.g., when a Deployed Associated Service is purchased); (b) applicable to Professional Services when purchased by You; (c) applicable to Additional Features when activated by You; and (d) LogicData’s Professional Services Agreement.

“**Taxes**” means taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction.

**“Usage Charges”** means additional Subscription Charges that are incurred by Subscriber relating to the use of certain features and functionality that Subscriber enables within the Service.

**“We,” “Us” or “Our”** means LogicData as defined below.

**“LogicData”** means Logic DataSystems, Inc., a Colorado corporation, or any of its successors or assignees.

**“LogicData’s Agreements and Terms Website”** means the website located at: <https://www.LogicData.com/company/agreements-and-terms>.

**“LogicData Marks”** means any trademarks, service marks, service or trade names, logos or other designations of LogicData or its or their Affiliates, whether registered or unregistered.