1.   GENERAL. The following terms and conditions ("Terms and Conditions") provide for terms that are common to this Agreement, including all Ordering Documents and Schedules. In the event of a conflict between these Terms and Conditions and any Ordering Document or Schedule, these Terms and Conditions will control, unless expressly stated to the contrary in the Ordering Document or Schedule. The Signature Page, any Statement of Work, and any other ordering document incorporating these Terms and Conditions by reference are individually and collectively referred to as "Ordering Document(s)."

2.   SERVICES.

2.1 <u>General</u>. All services provided by Company under this Agreement ("Services"), including the Software Services, will be provided to Customer according to these Terms and Conditions, the Ordering Documents, and all schedules, exhibits, or other attachments made a part of this Agreement.

2.2 <u>Services Delivery</u>. Except as otherwise set forth on an applicable Ordering Document, Company may provide the Services from any facility and may from time to time transfer any or all of the Services being provided hereunder to any new facility(ies) or relocate the personnel, equipment and other resources used in providing those Services.

3.   SOFTWARE SERVICES.

2.1 <u>Software Services</u>. Company will provide Customer, and its authorized employees, contractors and other personnel authorized by Customer ("Customer Users") up to the number of Customer Users identified on the applicable Ordering Document, with access to the software products and related services provided by Company via a web browser (or mobile application) and identified on the applicable Ordering Document ("Software Services"). During the Term and subject to Customer's compliance with this Agreement, Company grants Customer the non-exclusive, nontransferable, non-assignable, and limited right to allow Customer Users to remotely access the Software Services for Customer's internal business purposes in accordance with the terms of this Agreement.

3.1 <u>Support Services</u>. Company shall provide support services in accordance with Schedule 4.

3.2 <u>Service Levels</u>. Company shall provide the Software Services in accordance with the service level agreement set forth in Schedule 1. In all instances where service credits are available, such service credits shall be the sole remedy for a breach of this Agreement relating to the subject matter covered by such service credit. Any applicable service credits will be credited against amounts subsequently owed by Customer under this Agreement.

3.3 <u>AI Services</u>. The Services or portions thereof may incorporate or otherwise leverage artificial intelligence ("AI"), including large language models or similar technologies (collectively "AI Services"). The AI Services may enable users to create, modify, or enhance content based on various inputs and parameters. Customer represents and warrants that it has obtained all necessary consents and permissions from any third parties whose data, information, content, or intellectual property rights may be involved in or affected by the use of the AI Services or any data, information or content (collectively, "Content") submitted to or generated by the Services. For clarity, Content includes messages originated from Customer's consumers or other users of the Services ("End Users"), content on Customer's website(s) or any other documents or information provided by or on behalf of Customer as a source of answers or for similar purposes. Customer agrees to comply with all applicable laws, rules and regulations regarding such use and to respect and protect such rights. All or a portion of the AI Services may be provided by a third party ("TP AI Services"), and Customer authorizes Company to transfer or otherwise provide such third parties with the Content in connection with the AI Services. TP AI Services are not subject to the support services and service level obligations and comments set forth in the above sections and respective Schedules. Customer acknowledges that such transfers may include transfers of real-time communications from End Users. Further, Company cannot guarantee the availability of any third-party services, and therefore any AI Services dependent on such third-party services may be modified at any time without notice, and in such event Company shall have no liability for such modification. While Company uses commercially reasonable efforts designed to limit and mitigate such risks, Customer acknowledges that use of the AI Services may involve risks and uncertainties, such as unpredictable or unintended outcomes, biases, errors, failures, or liabilities. Company does not represent, warrant or guarantee, and Customer hereby holds Company harmless from, the accuracy, quality, suitability, or legality of any Content generated by the TP AI Services. Customer further acknowledges that the basis for the output and functionality of the AI Services is often derived from Customer's Content. Customer understands that the Content provided by them may be a significant factor in determining the quality and accuracy of the AI-generated output. It is recognized that the use of Content as an input may occasionally result in undesirable or erroneous outcomes, and Customer assumes all associated risks. Customer further acknowledges that pre-written answers and responses may be available within the AI Services and are intended for use in cases of critical importance or where Customer otherwise wants to avoid the risk and uncertainty of AI Services output. Customer agrees to consider and utilize pre-written answers when appropriate, particularly in situations where accuracy and reliability are of utmost importance. Customer acknowledges and understands that the AI Services and use thereof is subject to evolving laws and regulations governing artificial intelligence, data privacy, and related areas. In the event that new regulations or changes to existing regulations are enacted that directly impact the AI Services, Company shall make reasonable efforts to

comply with such regulations. However, Customer acknowledges that compliance with new or modified regulations may necessitate adjustments to the AI Services, including changes in functionality, features, or terms of use. It is acknowledged and agreed that Company shall have no liability for any changes to the AI Services that result from compliance with applicable regulations, and any such changes shall not constitute a breach of this Agreement.

4.   RESTRICTIONS. Customer shall not lease, license, sell, sublicense or otherwise transfer its access to or use of the Software Services. The Software Services may only be used by Customer and Customer Users and only consistent with any applicable limitations or metrics on the applicable Ordering Document). In addition, Customer shall not modify, create derivative works of, or attempt to decipher, decompile, disassemble or reverse engineer the Software Services. Nothing in this Agreement confers upon either party any right to use the other party's Marks, except in Company's performance of the Services. All use of such Marks by either party will inure to the benefit of the owner of such Marks, use of which will be subject to specifications controlled by the owner.

5.   RIGHTS RESERVED. Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all intellectual property rights therein. Company shall have no right or license to use any Customer Materials except during the Term to the extent necessary to provide the services to Customer. All other rights in and to the Customer Materials are expressly reserved by Customer. All right, title and interest, including all intellectual and proprietary rights, in and to the Software Services. Deliverables, and all Company service marks, trademarks, trade names, logos, and any modifications to the foregoing ("Marks") (and all suggestions, feedback, contributions, enhancements, improvements, additions, modifications, or derivative works thereto and copies thereof) will remain in possession of Company. Company may use Customer Marks in connection with representing Customer as a user of the Services. Customer acknowledges that the Software Services in source code form is the Confidential Information of Company and that the source code is not licensed to Customer by this Agreement or any Schedule and will not be provided by Company. No right or implied license or right of any kind is granted to Customer regarding the Services, including any right to use, reproduce, market, sell, translate, distribute, transfer, adopt, disassemble, decompile, reverse engineer the Software Services or the documentation thereof, or any portions thereof, or obtain possession of any source code or other technical material relating to the Software Services.

6.   FEES AND PAYMENT TERMS.

6.1 Services Fees. For the Services provided under this Agreement, Customer will pay Company the fees in the amounts set forth on the applicable Ordering Document. Unless otherwise set forth on the applicable Ordering Document, applicable fees will be invoiced to Customer annually, or as indicated on the order form, in advance and payable (i) immediately upon invoice if Customer's payment method is on file with Company, or (ii) if no payment method has been provided to Company, within thirty (30) days of invoice. Fees are non-cancelable and non-refundable. After the Initial Term, and at the beginning of each Renewal Term thereafter, Company may adjust the fees applicable during the upcoming Renewal Term upon written notice provided at least forty-five (45) days prior to the end of the Initial Term or applicable Renewal Term, as the case may be. Unless otherwise indicated on the order form, all fees paid and expenses reimbursed under this Agreement will be in United States currency.

6.2 Late Fees. Customer will pay a late fee of 1.5% per month (not to exceed the maximum allowed under state law) on all balances not paid when due. Company, at its option, may suspend the Services, in whole or in part, if Company does not receive all undisputed amounts due and owing under this Agreement within thirty (30) days after delivery of notice to Customer of the failure to pay such overdue balances.

6.3 Taxes. The fees and expenses due to Company as set forth in this Agreement are net amounts to be received by Company, exclusive of all sales, use, withholding, excise, value added, ad valorem taxes or duties incurred by Customer or imposed on Company in the performance of this Agreement or otherwise due as a result of this Agreement. This section will not apply to taxes based solely on Company's income.

6.4 Offset. Fees and expenses due from Customer under this Agreement may not be withheld or offset by Customer against other amounts for any reason.

7.   CUSTOMER OBLIGATIONS.

7.1 Technical Requirements. Customer must have required equipment, software, and Internet access to be able to use the Software Services. Acquiring, installing, maintaining and operating equipment and Internet access is solely Customer's responsibility. Company neither represents nor warrants that the Software Services will be accessible through all web browser releases.

7.2 Use of Software Services. Customer shall not and shall not permit others in using the Software Services to: (i) defame, abuse, harass, stalk, threaten or otherwise violate or infringe the legal rights (such as rights of privacy, publicity and intellectual property) of others or Company; (ii) publish, ship, distribute or disseminate any harmful, inappropriate, profane, vulgar, infringing, obscene, false, fraudulent, tortuous, indecent, unlawful, immoral or otherwise objectionable material or information (including any unsolicited commercial communications); (iii) publish, ship, distribute or disseminate material or information that encourages conduct that could constitute a criminal offense or give rise to civil liability; (iv) engage in any conduct that could constitute a criminal offense or give rise to civil liability for Company; (v) misrepresent or in any other way falsely identify Customer's identity or affiliation, including through impersonation or altering any technical information in communications using the Software Services; (vi)

transmit or upload any material through the Software Services contains viruses, trojan horses, worms, time bombs, cancelbots, or any other programs with the intent or effect of damaging, destroying, disrupting or otherwise impairing Company's, or any other person's or entity's, network, computer system, or other equipment; (vii) interfere with or disrupt the Software Services, networks or servers connected to the Company systems or violate the regulations, policies or procedures of such networks or servers, including unlawful or unauthorized altering any of the information submitted through the Software Services; (viii) attempt to gain unauthorized access to the Software Services, other Company customers' computer systems or networks using the Software Services through any means; or (ix) interfere with another party's use of the Software Services, including any parties Customer has done business with or choose not to do business with through the Software Services. Company has no obligation to monitor Customer's use of the Software Services. However, Company may at any time monitor, review, retain and disclose any information as necessary to satisfy or cooperate with any applicable law, regulation, legal process or governmental request. Customer shall use commercially reasonable efforts, including reasonable security measures relating to administrator account access details, to ensure that no unauthorized person may gain access to the Services.

7.3 <u>Compliance with Law</u>. Customer agrees not to use (and will use its best efforts not to allow its Customer Users to use) the Software Services for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others), invasive of another's privacy, abusive, threatening, or obscene, or that infringes the rights of others. Customer is solely responsible for any and all improper use of the Software Services that occurs as a direct or indirect result of any act or omission of Customer. Customer will notify Company immediately of any unauthorized use of the Software Services or any other breach of security that is known or suspected by Customer.

7. NON-DISCLOSURE AND CONFIDENTIALITY.

8.1 <u>Disclosure</u>. Each party may disclose to the other party certain Confidential Information of such party or of such party's associated companies, distributors, licensors, suppliers, or customers. "Confidential Information" means any information that is of value to its owner and is treated as confidential, including trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing; "Disclosing Party" refers to the party disclosing Confidential Information hereunder, whether such disclosure is directly from Disclosing Party or through Disclosing Party's employees or agents; and "Recipient" refers to the party receiving any Confidential Information hereunder, whether such disclosure is received directly or through Recipient's employees or agents**.**

8.2 <u>Requirement of Confidentiality</u>. The Recipient agrees: (a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party, provided that the Recipient may disclose the Confidential Information of the Disclosing Party to its, and its affiliates, officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this Section 8; (b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations or as otherwise authorized under the Agreement; and (c) to promptly notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party. Customer acknowledges that the Software Services and documentation are the Confidential Information of Company. The obligations in this Section 8 shall survive termination and continue for so long as the applicable information constitutes Confidential Information. Confidential Information shall not include information that: (a) is already known to the Recipient without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Recipient; (c) is developed by the Recipient independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Recipient from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

8.3 <u>Compelled Disclosure</u>. If the Recipient becomes legally compelled to disclose any Confidential Information, the Recipient shall provide: (a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required herein, the Recipient remains required by law to disclose any Confidential Information, the Recipient shall disclose no more than that portion of the Confidential Information which, on the advice of the Recipient's legal counsel, the Recipient is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

8.4 <u>Customer Data; Data Use</u>. "Customer Data" means information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or a End User by or through the Services, but does not include any data collected, downloaded or otherwise received, directly or indirectly from any other user of the Services. Customer hereby grants to Company a non-exclusive license to copy, reproduce, store, distribute, publish, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of Company's obligations and the exercise of Company's rights under this Agreement. Customer acknowledges that the nature of the Services may also necessitate the need for Company to adjust and modify Customer Data in connection with the Services, and Company is authorized to do so. Customer warrants to Company

that Customer has the right to provide such Customer Data to Company in accordance with this Agreement. Additionally, Customer agrees that data derived by Company from Company's performance of the Services or input by or feedback from Customer may be used for the purposes of analysis, including statistical analysis, trend analysis, creation of data models, and creation of statistical rules. The results of such analysis ("De-identified Data") may be used by Company for any lawful purpose both during and following the Term. Notwithstanding anything contained in this Agreement, De-identified Data shall not contain (i) any information that identifies or can be reasonably used to identify an individual person, or (ii) any information that identifies or can be reasonably used to identify Customer or its affiliates.

9.   DATA SECURITY; DISASTER RECOVERY.

9.1 <u>Data Security</u>. Company will use commercially reasonable efforts to comply with the Data Security Policy set forth in Schedule 2.

9.2 <u>Data Backup</u>. Company shall maintain data backup and disaster recovery contingencies in accordance with Schedule 3.

10.   LIMITED WARRANTY. Company represents and warrants that it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof and that the Software Services will perform substantially in accordance with the documentation under normal use and circumstances. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. OTHER THAN AS EXPRESSLY SET FORTH IN THIS SECTION 10, EACH PARTY DISCLAIMS ALL WARRANTIES, CONDITIONS, OR REPRESENTATIONS TO THE OTHER PARTY REGARDING THIS AGREEMENT, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, THE IMPLIED WARRANTY AGAINST INFRINGEMENT, THE IMPLIED WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE ARE EXPRESSLY EXCLUDED AND DISCLAIMED BY Company. NO WARRANTY IS MADE THAT USE OF THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED, THAT ANY ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED, OR THAT THE SERVICES FUNCTIONALITY WILL MEET CUSTOMER'S REQUIREMENTS.

11.   LIMITATION OF LIABILITY.

11.1 <u>Exclusion of Damages</u>. EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF USE, REVENUE, PROFIT, OR DATA, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.2 <u>Liability Cap</u>. EXCEPT AS OTHERWISE PROVIDED IN SECTION 11.3, IN NO EVENT WILL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO Company PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

11.3 <u>Exceptions</u>. The exclusions and limitations in Section 11.1 and Section 11.2 shall not apply to: (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under Section 8 (Non-Disclosure and Confidentiality); or (b) a party's obligations under Section 13 (Indemnification).

12.   INSURANCE. During the Term, Company shall maintain at least the following types and amounts of insurance coverage:

12.1 Commercial general liability with limits no less than $1,000,000 for each occurrence and $2,000,000 in the aggregate, including bodily injury and property damage and products and completed operations and advertising liability, which policy will include contractual liability coverage insuring the activities of Company under this Agreement;

12.2 Worker's compensation with limits no less than the minimum amount required by applicable law;

12.3 Umbrella (excess) liability for the coverage in Section 12.1 and Section 12.2, with limits no less than $10,000,000; and

12.4 Cyber liability with limits no less than $5,000,000.

13.   INDEMNIFICATION.

13.1 <u>Company Indemnification</u>. Company shall defend Customer and its officers, directors, employees, agents, successors and permitted assigns against any third party claim, suit, action or proceeding (each, an "Action") based on a claim that Customer's receipt or use of the Services in accordance with this Agreement infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Customer to the extent based on such an Action; provided, however, that Company shall have no obligations under this Section 13.1 with respect to claims to the extent arising out of: (a) any instruction, information, designs, specifications or other materials provided by Customer to Company; (b) use of the Services in combination with any materials or equipment not supplied to Customer or specified by Company in writing; or (c) any modifications or changes made to the Services by or on behalf of any person or entity other than Company. If the Services, or any part thereof,

become, or in the opinion of Company may become, the subject of a claim of infringement or misappropriation, Company may, at its option: (i) procure for Customer the right to use such Services free of any liability; (ii) replace or modify the Services to make them non-infringing; or (iii) terminate this Agreement and refund to Customer any portion of the fees prepaid by Customer for the infringing Services.

13.2   Customer Indemnification. Customer shall defend Company and its officers, directors, employees, agents, affiliates, successors and permitted assigns against all Actions based on a claim that any information or materials provided by Customer (including Customer Data), or Company's receipt or use thereof, infringes any intellectual property right or misappropriates any trade secret of a third party, and shall pay all settlements entered into and damages awarded against Company to the extent based on such an Action.

13.3   Indemnification Procedures. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this Section 13.1 shall not relieve the indemnifying party of its obligations under this Section 13.1 except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

14.   TERM AND TERMINATION.

14.1 Initial Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for the initial term set forth on the applicable Ordering Document ("Initial Term"), unless earlier terminated as provided for below. Thereafter, except with respect to any Statements of Work (which shall expire in accordance with their terms), the Initial Term shall automatically renew for successive periods of one (1) year each (each a "Renewal Term" and together with the Initial Term, the "Term"), unless either party provides written notice to the other party at least 30 days prior to the end of the then-current Initial Term or Renewal Term of its intent to not renew the Agreement.

14.2 Termination. Without prejudice to any other remedies and in addition to any other termination rights herein, the parties shall have the right to terminate this Agreement as provided below:

a.   By either party if the other party commits a material breach of this Agreement and such breach remains uncured 30 days after written notice of such breach is delivered to

such other party including the failure to pay any fees due to Company; or

b.   By either party if the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws, laws of debtor's moratorium or similar laws.

14.3   Termination of Statement of Work. Either party may terminate any outstanding Statement of Work without terminating the entire Agreement if the other party commits a material breach of such Statement of Work and such breach remains uncured 30 days after written notice of such breach is delivered to such other party.

14.4 Effect. Upon termination of this Agreement for any reason, all rights and licenses granted by Company hereunder to Customer will immediately cease. Within thirty (30) days after termination or expiration of this Agreement, each party shall return or destroy the Confidential Information of the other party.

14.5 Survival. Termination of this Agreement or any Schedule will not affect the provisions regarding Company's or Customer's treatment of Confidential Information, provisions relating to the payments of amounts due, indemnification provisions, provisions limiting or disclaiming Company's liability, or any other terms which by their nature should survive, which provisions will survive such termination.

15.   GENERAL.

15.1   Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule.

15.2   Conflicting Terms. Notwithstanding the content of any Customer purchase order or any other document or record, whether in writing or electronic, relating to the subject matter of this Agreement, the terms of this Agreement shall govern and any conflicting, inconsistent, or additional terms contained in such documents shall be null and void.

15.3   Notice. All communications required or otherwise provided under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; or (iii) by a nationally recognized overnight courier service; to the address set forth on the applicable Ordering Document, as may be amended by the parties by written notice to the other party in accordance with this Section 15.3.

15.4   Assignment. Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that upon prior written notice to the other party, either party may assign the Agreement to an affiliate of such party or to

a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

15.5   Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Should any provision of this Agreement require judicial interpretation, the parties agree that the court interpreting or construing the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one party than against another.

15.6   Severability. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

15.7   Attorneys' Fees. In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

15.8   Entire Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all written or oral prior agreements or understandings with respect thereto.

15.9   Amendment; Waiver. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto, provided Satisfi may unilaterally amend this Agreement to the extent necessary to comply with applicable law, rules and regulations. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

15.10   Force Majeure. Neither party shall be liable for delay or failure in performing any of its obligations hereunder due to causes beyond its reasonable control, including an act of nature, war, natural disaster, governmental regulations, terrorism, communication or utility failures or casualties or the failures or acts of third parties.

15.11   Equitable Relief. Each party acknowledges that a breach by a party of Section 4 (Restrictions) or Section 8 (Non-Disclosure and Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

15.12   No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

15.13   Relationship of Parties. Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the parties hereto or constitute or be deemed to constitute one party as agent of the other, for any purpose whatsoever, and neither party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose.

15.14   Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

Schedule 1

Service Level Agreement

1.   Service Levels. Subject to the terms and conditions of this Agreement, Company will use commercially reasonable efforts to make the Software Services Available at least ninety-nine percent (99.0%) of the time as measured over the course of each calendar month during the Term (each such calendar month, a "**Service Period**"), excluding unavailability as a result of any of the Exceptions described below in this Section 1 (the "**Availability Requirement**"). "**Service Level Failure**" means a material failure of the Software Services to meet the Availability Requirement. "**Available**" and "**Availability**" mean the Software Services are available for access and use by Customer and its Customer Users over the Internet. For purposes of calculating the Availability Requirement, the following are "**Exceptions**" to the Availability Requirement, and neither will the Software Services be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Customer Users to access or use the Software Services that is due, in whole or in part, to any: (a) access to or use of the Software Services by Customer or any Customer User, or using Customer's or a Customer User's access credentials, that does not strictly comply with this Agreement; (b) Customer's delay in performing, or failure to perform, any of its obligations under this Agreement; (c) Customer's or its Customer User's Internet connectivity; (d) force majeure event; (e) failure, interruption, outage or other problem with any software, hardware, system, network, facility or other matter not supplied by Company pursuant to this Agreement; (f) Scheduled Downtime; or (g) disabling, suspension or termination of the Services pursuant to the Agreement.

2.   Service Level Failures and Remedies. In the event of a Service Level Failure, Company shall issue a credit to Customer in the amount set forth in the table below, measured as a percentage of the monthly fees (or one-twelfth ($1/12^{th}$) of annual fees, as applicable) for the Software Services due for the Service Period the Service Level Failure occurred (each a "**Service Credit**").

Availability	Service Credit
99.0% - 100%	0%
97.0% - 98.99%	2%
95.0% - 96.99%	10%
90.0% - 94.99%	15%
< 90.0%	25%

Notwithstanding the foregoing, Company has no obligation to issue any Service Credit unless (i) Customer reports the Service Failure to Company immediately upon becoming aware of it, and (ii) requests such Service Credit in writing within five days of the Service Level Failure. Additionally, in no event will a Service Credit for any Service Period exceed twenty-five percent of the total monthly fees that would be payable for that Service Period if no Service Level Failure had occurred. Any Service Credit payable to Customer under this Agreement will be issued to Customer in the calendar month following the Service Period in which the Service Level Failure occurred. This Section 2 sets forth Company's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

3.   Scheduled Downtime. Company will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Software Services between the hours of 2 a.m. and 4 a.m., Eastern Time; and (b) give Customer at least 48 hours' prior notice of all scheduled outages of the Software Services ("**Scheduled Downtime**").

Schedule 2

Data Security Policy

Company Security Policy

Company shall provide the Services in accordance with the terms and conditions regarding data security set forth herein, including with respect to Customer Confidential Information and personally identifiable information within the Customer Data (collectively, the "Protected Data"). Company shall provide to Customer a summary copy of Company's written information security program and plan upon request.

Security Measures

Company will establish and maintain electronic, physical and organizational security procedures, measures and controls designed to guard against the destruction, loss, unauthorized access or disclosure, usage or alteration of Protected Data in the possession of Company, that are no less rigorous than those maintained by Company for its own information of a similar nature. Company shall use commercially reasonable efforts designed to ensure that Protected Data will be accessible by only the individuals involved in the provision, development, production and support of the Services; and any confirmed unauthorized access will be communicated promptly to Customer to the extent permitted by law. Company agrees to not sell, provide, distribute, or make available Protected Data to any third party, except to (1) provide the services or support features requested by Customer (e.g., if Customer chooses to process payments with a third party payment processor), or (2) if required by law or requested by law enforcement or regulatory authorities. Protected Data will not be used for any purpose outside of the scope of this Agreement. Company agrees to hold all Customer data and Confidential Information exclusively in the United States of America. However, notwithstanding the foregoing, Customer agrees that Company may use Protected Data (1) to provide, monitor, develop, repair, improve and support its Services; (2) to detect, combat or otherwise address actual or suspected fraud, security incidents, or threats to the interests of Customer, Company, or others; (3) for aggregate internal and external reporting on Company's services; and/or (4) to comply with law.

Information Security

Company has implemented and maintains information security practices designed to meet the following objectives:

- Access controls to authenticate and permit access only to authorized individuals and controls to prevent employees from providing Protected Data to unauthorized individuals who may seek to obtain this information through fraudulent means;
- Access restrictions at physical locations containing Protected Data, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals;
- Encryption of electronic Protected Data while in transit and while in storage;
- Segregation of duties, and new hire employee background checks for employees with responsibilities for or access to Protected Data;
- Response programs that specify actions to be taken when Company or a customer detects that unauthorized individuals have gained access to Company information systems, including appropriate reports to regulatory and law enforcement agencies; and
- Appropriate technological measures to monitor and control the movement of Protected Data through email, internet and personal storage devices and to protect against accidental loss, destruction, damage, alteration or disclosure; and

Security Breaches

Upon discovery, Company agrees to notify Customer of any material unauthorized disclosure, access to, or misuse of Protected Data ("Breach") no later than five (5) business days following discovery of the Breach. Notwithstanding the foregoing, Company may delay notification of a Breach if a law enforcement agency determines that such notification will impede a criminal investigation; such notification will then occur promptly after the law enforcement agency determines that it will not compromise the investigation.

Notification to Customer of a Breach is to be made by phone and electronically via email. Neither party may delay or interfere with any required notification of clients, consumers, regulatory agencies, or law enforcement of such a discovered or suspected incident, except as explicitly requested by involved law enforcement agencies.

Notification shall include the nature of the information lost or disclosed, how the loss or disclosure happened, the identity of all customers or consumers potentially affected, the status of any internal or regulatory or law enforcement investigation, and any actions taken or required by either party to stop or limit any significant harm or inconvenience to the Customer or any affected customers or consumers. Each party shall remain responsible for notification of its own customers, regulators, and law enforcement agencies of any such discovered or suspected Breaches required by laws applicable to such party and this Agreement.

Company Personnel

All Company employees, independent contractors, and sub-contractors with access to the premises of Customer shall have been screened by the Company and subjected to pre-employment screening. Company shall not knowingly permit any Company employee or contractor to have access to the premises, records or data of Customer when such person has been convicted of a crime in connection with a dishonest act or a breach of trust.

Schedule 3
Data Backup and Disaster Recovery

Disaster Avoidance Procedures

Company shall, in accordance with the provisions of this Schedule 3, maintain disaster avoidance procedures designed to safeguard the Customer's Confidential Information and the availability of the Software Services, in each case throughout the Term and at all times in connection with its actual or required provision of the Services hereunder.

Redundant Hosting and Connectivity

Company shall operate the systems on which the Services are hosted in a fault tolerant and highly available manner, across multiple zones in a cloud provider region, a zone being one or more discrete data center with redundant power, networking and connectivity in a cloud provider region. Company shall accomplish the foregoing by ensuring that each additional zone shall: (a) be identical in all material respects to the primary zone; (b) have hardware and software, network connectivity, power supplies, backup generators and other similar equipment and services that operate independently of the primary zone; (c) have access to fully current backups of all Customer data stored on the primary zone; and (d) have the ability to provide the Services in accordance with this Agreement during any outage or failure of the primary zone.

Data Backup

Company shall conduct or have conducted daily backups of Customer information and store such backup Customer information in a commercially reasonable location and manner.

Disaster Recovery/Business Continuity

Company has designated an organization-wide Business Continuity/Disaster Recovery coordinator. Company has also developed a written enterprise-wide Disaster Recovery plan. Company shall develop, adopt, and implement a patch management program to guide patch deployment across all Company systems and to address software vulnerabilities. Company shall use all commercially reasonable efforts to promptly mitigate all critical or high risk vulnerabilities identified as part of this patch management program. Company shall develop, adopt, and implement procedures that detail log maintenance, monitoring, and review procedures utilizing log information to detect and identify potential problems. Company shall ensure that log information is maintained in a format that allows for investigation beyond 30 days to detect and identify potential problems.

Schedule 4
Support Services

Support Service Responsibilities

Company shall provide support services (collectively, "Support Services") for the Software Services in accordance with the provisions of this Schedule. The Support Services are included in the Software Services, and Company shall not assess any additional fees, costs or charges for such Support Services.

Company shall use commercially reasonable efforts to:

(a)   correct all failures of any Software Services to be available or otherwise perform in accordance with this Agreement ("Service Errors") in accordance with the Support Service Level Requirements, including by providing defect repair, programming corrections and remedial programming;

(b)   provide unlimited online ticket support;

(c)   Provide online access to technical support bulletins and other user support information and forums, to the full extent Company makes such resources available to its other customers; and

(d)   Respond to and Resolve Support Requests as specified below.

Service Monitoring and Management

Company shall use commercially reasonable efforts to continuously monitor and manage the Software Services to enable Availability that meets or exceeds the Availability Requirement.

Service Maintenance

Company shall use commercially reasonable efforts to maintain the Software Services in order to enable Availability that meets or exceeds the Availability Requirement. Such maintenance services shall include using commercially reasonable efforts to provide to Customer:

(a)   all updates, bug fixes, enhancements, new releases, new versions and other improvements to the Software Services, that Company provides at no additional charge to its other similarly situated customers; and

(b)   all such services and repairs as are required to maintain the Software Services or are ancillary, necessary or otherwise related to Customer's or its Customer Users' access to or use of the Software Services, so that the Software Services operate properly in accordance with this Agreement.

Support Service Level Requirements

Company shall use commercially reasonable efforts to correct all Service Errors and respond to and Resolve all Support Requests in accordance with the required times and other terms and conditions set forth below ("Support Service Level Requirements").

Support Requests

Customer shall submit its requests for Service Error corrections and they will be classified in accordance with the descriptions set forth in the chart below (each a "Support Request"). Customer shall notify Company of Support Requests by e-mail or such other means as the parties may hereafter agree to in writing.

Support Request Classification	Description: Any Service Error Comprising or Causing any of the Following Events or Effects
Critical Service Error	• Issue affecting entire system or single critical production function; • System down or operating in materially degraded state; or • Widespread access interruptions.
High Service Error	• Primary component failure that materially impairs its performance; or • Data entry or access is materially impaired on a limited basis.

Medium Service Error	● Software Services are operating with minor issues that can be addressed with a work around.
Low Service Error	● Request for assistance, information, services that are routine in nature, or updates that are desired but do not impair system operation or functionality.

Response and Resolution Time Service Levels

Response and Resolution times will be measured from the time Company receives a Support Request until the respective times Company has (i) responded to, in the case of response time and (ii) Resolved such Support Request, in the case of Resolution time. "Resolve" (including "Resolved", "Resolution" and correlative capitalized terms) means that, as to any Service Error, Company has provided Customer the corresponding Service Error correction. Company shall use commercially reasonable efforts to respond to and Resolve all Service Errors within the following times based on the severity of the Service Error:

Support Request Classification	Response Time	Resolution Time
Critical Service Error	1 business hour	12 business hours
High Service Error	2 business hours	24 business hours
Medium Service Error	1 day	5 days
Low Service Error	1 day	30 days

Escalation

With respect to any Critical Service Error Support Request, until such Support Request is Resolved, Company shall escalate that Support Request within sixty (60) minutes (during business hours) of the receipt of such Support Request by the appropriate Company support personnel.

Corrective Action Plan

If two (2) or more Critical Service Errors occur in any thirty (30) day period during (a) the Term or (b) any additional periods during which Company does or is required to perform any Software Services, then upon Customer's written request, Company shall promptly investigate the root causes of these Service Errors and provide to Customer within five (5) business days of its receipt of notice of the second such Support Request an analysis of such root causes and a proposed written corrective action plan for Customer's review, comment and approval, which, subject to and upon Customer's written approval, shall be a part of, and by this reference is incorporated in, this Agreement as the parties' corrective action plan (the "**Corrective Action Plan**"). The Corrective Action Plan shall include, at a minimum: (x) Company's commitment to Customer to devote the appropriate time, skilled personnel, systems support and equipment and other resources necessary to Resolve and prevent any further occurrences of the Service Errors giving rise to such Support Requests; (y) a strategy for developing any programming, software updates, fixes, patches, etc. necessary to remedy, and prevent any further occurrences of, such Service Errors; and (z) time frames for implementing the Corrective Action Plan. There will be no additional charge for Company's preparation or implementation of the Corrective Action Plan in the time frames and manner set forth therein.

Termination Rights

If (i) four (4) or more Critical Service Errors occur during a single thirty (30) day period, (ii) eight (8) or more High Service Errors or Critical Service Errors (combined in any combination) occur during a single thirty (30) day period, (iii) eight (8) or more Critical Service Errors occur during a six (6) month period, or sixteen (16) or more High Service Errors or Critical Service Hours (combined in any combination) occur during a six (6) month period, in addition to all other remedies available to Customer, Customer may terminate this Agreement on written notice to Company with no liability, obligation or penalty to Customer by reason of such termination.