



SOFTWARE AS A SERVICE (SaaS) AGREEMENT

This SOFTWARE AS A SERVICE (SaaS) AGREEMENT, accompanies the Order Schedule (as such term is defined in Section 1), which by this reference is hereby incorporated (“**Agreement**”), is made between Eved LLC, a Delaware LLC (“**Provider**” or “**Eved**”) and the entity identified on the Order Schedule as “**Customer**.” This Agreement is effective as of the day Customer signs their accompanying Order Schedule (the “**Order Effective Date**”).

Eved has developed certain technology related to digital payments and spend management for meetings and events that it makes available for remote access to its customers as a Software as a Service (“**SaaS**”), and provides the Services (as defined in Section 1) solely on the terms and conditions set forth in this Agreement and subject to Customer accepting them. BY SIGNING THE ORDER FORM YOU (A) ACCEPT THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, EVED DOES NOT AUTHORIZE CUSTOMER TO ACCESS THE SERVICES, AND CUSTOMER SHALL NOT ACCESS, DOWNLOAD, OR INSTALL THE SERVICES OR ANY PORTION THEREOF.

1. SUBSCRIPTION RIGHTS.

- 1.1. Subscription Rights. Subject to the terms and conditions of this Agreement and Customer’s payment of all relevant Fees, Provider hereby grants Customer and its Authorized Users a non-exclusive, non-transferable, right to access and use the Subscription Service and all related Documentation solely for Customer’s normal business purposes. The Subscription Service may be accessed and used by the number of Authorized Users, on the number of computers or equipment and/or at the number of sites and for the subscription term set forth in the Order Schedule. Customer’s and Customer’s agents, contractors, consultants, suppliers, customers and third-party service providers may be included as Authorized Users and as such are authorized to exercise the rights granted to Customer in this Section 2.1 (Subscription Rights) in furtherance of Services provided to Customer. Customer is responsible for ensuring its Authorized Users comply with all relevant terms of this Agreement, and any failure to comply will constitute a breach by Customer.
- 1.2. Restrictions. Customer shall not, and shall not permit any other individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity (each, a “**Person**”) to, access or use the Subscription Services or Eved Materials except as expressly permitted by this Agreement and, in the case of any materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Subscription Services that are not proprietary to Eved, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as this Agreement expressly permits:
 - (a) copy, modify, or create derivative works or improvements of the Subscription Services or Eved Materials;
 - (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or Eved Materials to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;



- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the Subscription Services or Eved Materials, in whole or in part;
- (d) bypass or breach any security device or protection used by the Subscription Services or Eved Materials or access or use the Subscription Services or Eved Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (e) input, upload, transmit, or otherwise provide to or through the Eved Materials, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the Eved Materials or Eved's provision of the Subscription Services to any third-party, in whole or in part;
- (g) remove, delete, alter, or obscure any trademarks, specifications, Documentation, warranties, or disclaimers, or any copyright, trademark, patent, or other Intellectual Property or proprietary rights notices from any Subscription Services or Eved Materials, including any copy thereof;
- (h) access or use the Subscription Services or Eved Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property right or other right of any third-party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Member), or that violates any applicable statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction;
- (i) access or use the Subscription Services or Eved Materials for purposes of competitive analysis of the Subscription Services or Eved Materials, the development, provision, or use of a competing software service or product or any other purpose that is to the Eved's detriment or commercial disadvantage; or
- (j) otherwise access or use the Subscription Services or Eved Materials beyond the scope of the authorization granted under this Agreement.

2. USE OF THE SUBSCRIPTION SERVICES.

- 2.1. Order Schedules. The Order Schedules between the Parties shall set forth the Subscription Service and other Services to be provided by Provider to Customer and the Fees and expenses associated therewith. Each Order Schedule and each amendment thereto shall be signed by both Parties and include a reference to this Agreement. The provisions of this Agreement shall control over any conflicting provisions in an Order Schedule. An Order Schedule may contain additional terms that are applicable only to such Order Schedule, provided, however, that the terms do not conflict with the provisions of this Agreement and the Parties both sign such Order Schedule.
- 2.2. Member Transactions. The Subscription Service includes various product and service offerings that permit Members to enter into online transactions with other Members upon terms and conditions mutually agreed upon by the respective Members. While the Agreement establishes the general rules and procedures for Customer's interactions with the Subscription Service, the specific terms and conditions of transactions (such as pricing,



delivery, warranties, refunds and confidentiality) entered into between such transacting Members of the Subscription Service (such as Customer and any third-party Member) must be established and mutually agreed upon separately by such Members. All transactions conducted through the Subscription Service are intended to be carried out between businesses, and not individuals or consumers. To the extent permitted by law, Customer, on behalf of itself and its Authorized Users, agrees that its and their dealings with Provider and any transactions conducted through the Subscription Service are not intended to be subject to any consumer protection legislation. Customer agrees that:

- (a) Upon transacting with other Members through the Subscription Service, Customer hereby acknowledges that Provider will only process invoice payments to Members whose (i) invoices have been approved by Customer and (ii) invoices have been fully funded by Customer to Provider.
- (b) Provider may batch multiple Member transaction invoices payable by Customer into one funding batch. For Provider to effectuate payment of underlying invoices pursuant to 3.2.1, Customer will be required to fully fund this batch.

2.3. Provider Responsibilities. Customer acknowledges and agrees that Provider is not a party or an agent of any transactions conducted via the Subscription Service. Provider does not set, control or endorse the price, contract terms, quality, safety, conformance or legality of the products or services advertised or offered for sale via the Subscription Service, the ability of Members to sell products and services or the ability of Members to buy such products and services. Notwithstanding anything to the contrary, in order to enhance the Subscription Service and ensure that other Members can find the products and services they are seeking, Provider reserves the right to modify listings and descriptions of the products and services in the event Provider believes, in its sole discretion, that such listing or description, including without limitation any categorization, location or type of such products and services does not accurately reflect the nature of the products or services offered. Provider cannot be held responsible for any Member's failure to comply with laws or regulations with respect to such Member's use of the Subscription Service. Instead, the Subscription Service acts as a technology service that allows Members to solicit and market products or services among themselves. Provider cannot, and does not, control whether Members or their respective users will complete the purchase or sale of products or services they offer to purchase or sell. Provider is not responsible for payment or collection with respect to orders made or bids placed on the Subscription Service or with respect to products or services made available via the Subscription Service. Members shall determine, in their sole discretion and without any input from or reliance upon Provider, which Members are authorized to do business with them, which Members can view their products, services and technology and which Members may bid on or place orders for their products and services. Provider does not represent or warrant the effectiveness or validity of any transaction in the participating Members' or users' respective jurisdictions and does not endorse any contracts or agreements arising or resulting from any transaction via the Subscription Service.

2.4. Dispute with Members of the Subscription Service. If Customer or any Customer Authorized User has a dispute with another Member, or suffer any harm arising out of or connected with any Member, Customer hereby waives all claims against and releases Provider (and its subsidiaries, employees, officers, directors, shareholders, suppliers, joint ventures and agents) from any and all liability for claims, demands, damages (actual and consequential), costs and expenses (including litigation costs and attorneys' fees) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and



undisclosed, arising out of or in any way connected with the Subscription Service, any Member or with regards to such dispute. Customer shall indemnify, defend and hold Provider harmless for any liability, claims and damages arising from any dispute as set forth in this paragraph. Provider's sole obligation in the event of such dispute between Members is to provide information as necessary to assist such Members in resolving the dispute, provided the information is not subject to confidentially provisions restricting its disclosure. Notwithstanding the foregoing, Provider reserves the right, in Provider's sole discretion, to generate an ACH and retain Member funds in an amount equal to a disputed or chargeback amount until the Members involved in a dispute report resolution of such dispute to Provider's satisfaction. Customer acknowledges that Provider has no obligation to take such action and that Provider shall have no liability in connection therewith.

- 2.5. Acceptable Use Policy. Use of the Subscription Service is subject to Provider's then-current Acceptable Use Policy located at <http://www.eved.com/terms-of-use/>.
- 2.6. Privacy Policy. Use of the Subscription Service is subject to Provider's then-current Privacy Policy located at <http://www.eved.com/privacy-policy>.
- 2.7. Usernames and Passwords. Customer and each Authorized User is responsible to maintain the confidentiality of their password and Member account information and to supervise all activities that occur under such account, including, but not limited to, any and all usage of the Subscription Service by other Persons under the Authorized User's account. Customer and each Authorized User agrees that it and they will not permit, enable, introduce or facilitate non-Members having access to or use of the Subscription Service in any manner without such individuals first becoming Members. Provider is not responsible for any loss that Customer or an Authorized User may incur as a result of any unauthorized Person using such account or password.
- 2.8. Connectivity. Customer and its Authorized Users are solely responsible for all telecommunication or Internet connections required to access the Subscription Service, as well as all hardware and software at Customer's site. In addition to other third-party costs that may apply, Customer agrees to pay for all telecommunications costs, fees and services required for and dedicated to Customer's access to the Subscription Service.

3. CONTENT.

- 3.1. Content. Authorized Users may upload materials, information, data and other content ("**Content**") into the Subscription Service. Content may be viewable by any Member in Customer's network in the Subscription Service and is therefore not Confidential Information. "Content" shall include all messages and other materials Customer or its Authorized Users make available to other Members through the Subscription Service.
- 3.2. Content Representations and Warranties. Customer and its Authorized Users are solely responsible for all such Content and the consequences of posting or publishing Content. In connection with Content, Customer affirms, represents and warrants that:
 - (a) it owns or have the necessary licenses, rights, consents and permissions to use, including any privacy and publicity rights, and authorize Provider to use all patent, trademark, trade secret, copyright or other proprietary rights in and to any and all Content to enable inclusion and use of the Content in the manner contemplated by the Subscription Service and this Agreement;
 - (b) the Content does not violate any copyright, trademark, trade secret or other Intellectual Property right of any third-party;



- (c) the Content does not invade any individual's right of privacy or publicity;
- (d) the Content does not contain material that is unlawful, obscene, defamatory, pornographic, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, or otherwise objectionable;
- (e) the Content does not include malicious code, which includes, without limitation, viruses, Trojan horses, worms, time bombs, cancelbots, or any other computer programming routines that may damage, interfere with, surreptitiously intercept, or expropriate any system, program, data, or passwords; and
- (f) the Content does not offer or disseminate fraudulent products, services, schemes, or promotions, or promote domain names, URLs, or hyperlinks that constitute commercial content such as that found in advertising, promotions, or solicitations.

3.3. Ownership of Content; License. Customer retains all of ownership rights in the Content. However, by submitting Content, Customer grants Provider a worldwide, perpetual, irrevocable, non-exclusive, royalty-free, sub-licensable and transferable license to use, reproduce, distribute, prepare derivative works of, display and perform the Content in connection with the Subscription Service and Provider's business in any formats and through any media channels.

3.4. No Provider Liability for Content. Provider expressly disclaims any and all liability in connection with Content. Provider does not permit copyright infringing activities or infringement of Intellectual Property rights within the Subscription Service and will remove Content if properly notified that such Content infringes on another's Intellectual Property rights and in accordance with Provider's Digital Millennium Copyright Act policy. Provider reserves the right to remove Content without prior notice.

4. SUPPORT.

4.1. Support. Provider shall provide Customer and its Authorized Users technical support regarding the use of the Subscription Service in accordance with the level and amount of support set forth in the applicable Order Schedule. Provider will make updates and bug fixes to the Subscription Service, in its sole discretion, which Provider will make available to Customer and its Authorized Users to the extent Provider makes the same generally available to its general customer base ("**Update**"). Customer shall accept all such Updates as soon as they are available. Customer acknowledges and agrees that Provider is under no obligation to develop Updates with respect to a specific request or a specific issue.

5. INVOICES; PAYMENT.

5.1. Fees and Expenses. Customer shall pay the fee amounts as set forth on an Order Schedule ("**Fees**") in accordance with terms set forth in the applicable Order Schedule.

5.2. Payment Terms. Customer will pay Fees within 30 days after the invoice date. All payments to Provider are non-refundable except as otherwise expressly provided in this Agreement. All payments will be made in United States dollars via electric funds transfer, as per the instructions of Provider.

5.3. Late Payments. If Customer fails to pay any past due invoice within 10 days after Customer's receipt of a past due Notice from Provider, Provider may revoke or suspend the Subscription Services until such time as Customer brings its account completely current, and Provider may charge interest on all past due invoices at a rate of 1.5% per month, or the highest rate allowed by applicable law, whichever is lower. If such failure



continues for five (5) Business Days following written Notice thereof, Eved may suspend performance of the Subscription Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. If such failure occurs three (3) or more times within a twelve (12) month period or in two (2) consecutive months, Eved may, upon Notice to Customer, modify the payment terms to require full pre-payment of Fees for six (6) months of the Subscription Services, as measured by the average of all Fees paid to Eved over the prior six (6) month period. Customer shall reimburse Eved for all reasonable costs incurred by Eved in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees.

- 5.4. Taxes. All Fees exclude any and all taxes and similar fees now in force, enacted or imposed in the future on the transaction or the delivery of the Subscription Services, all for which Customer will be responsible, except for taxes solely based on Provider's net income. Each Party will provide the other Party with all tax documentation necessary to process payments.

6. TERM AND TERMINATION.

- 6.1. Agreement. The term of this Agreement shall begin on the Order Effective Date and shall remain in effect until the last Order Schedule to expire unless earlier terminated in accordance with the terms of this Agreement (“**Term**”).
- 6.2. Order Schedules. Each Order Schedule is an independent obligation of the Parties, and each Order Schedule if not entered into as of the Order Effective Date shall commence as of the commencement date set forth in (or if not specified, as of the date last set forth in the signature area of) the relevant Order Schedule.
- 6.3. Termination for Material Breach. In addition to any other express termination right set forth elsewhere in this Agreement:
- (a) Either Party may terminate this Agreement and any and all Order Schedules upon written Notice in the event of a material breach of this Agreement by the breaching Party if such breaching Party has not remedied such breach within sixty (60) days of its receipt of written Notice of the breach from the non-breaching Party. Prior to issuing any Notice of termination, the non-breaching Party shall escalate the matter to the breaching Party's executives pursuant to the informal dispute resolution procedures set forth in Section 14 (Dispute Resolution) below; and
 - (b) either Party may terminate this Agreement, effective immediately upon Notice to the other Party, if the other Party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- 6.4. Suspension of Subscription. Notwithstanding any other provision of this Agreement, Provider may, in its sole discretion, suspend access to the Subscription Service in order to:
- (a) prevent damages or risk to, or degradation of, the integrity, functionality of or ability of other Members to use the Subscription Service;
 - (b) comply with any law, regulation, court order or other governmental request;
 - (c) to otherwise protect Provider from potential legal



liability. Provider will use reasonable efforts to provide Customer with Notice prior to or promptly following any suspension of the Subscription Service. Provider will promptly restore access to the Subscription Service as soon as the event giving rise to suspension has been resolved. This Section will not be construed as imposing any obligation or duty on Provider to monitor use of the Subscription Service.

- 6.5. Effect of Termination or Expiration. Termination of a particular Order Schedule shall not result in the termination of the Agreement, unless such termination explicitly provides for termination of the entire Agreement between the Parties or there are no other outstanding Order Schedules under the Agreement. However, termination of the Agreement shall serve to terminate all Order Schedules, unless such Notice of termination specifies otherwise, in which case the terms of this Agreement shall continue to govern the rights and obligations of the Parties with respect to such Order Schedules. Additionally, upon termination of this Agreement or a particular Order Schedule for any reason: (a) Customer's and all Authorized User's access to and use of the Services will cease as of the effective date of termination; (b) Customer will pay to Provider all undisputed sums due to Provider for Services through the effective date of such expiration or termination (prorated as appropriate); and (c) at Provider's standard time and materials rates, Provider will reasonably cooperate with Customer in transitioning the Customer Data back to Customer. All Sections identified as surviving the termination of an Order Schedule, as well as Sections 3.2 (Content Representations and Warranties), 5 (Invoices; Payment), 6 (Term and Termination), 8 (Confidentiality), 9.3 (Disclaimer of Warranties), 10 (Intellectual Property Ownership), 11 (Indemnification), 12 (Limitation of Liability), 13 (Dispute Resolution) and 14 (Miscellaneous), and Schedule 1 (Definitions) shall survive the expiration or termination of the Agreement. No termination shall entitle Customer to any refund or reimbursement.

7. **PRIVACY AND SECURITY CONTROLS.** Eved will process Personal Information and protect Customer Data in accordance with its Data Processing Addendum available at <https://d645m553xxbx4.cloudfront.net/Agreements/8ef39ec7-acdd-48ee-909f-b264a64c5c89/Eved%20DPA%20200624.docx>, as may be amended by Eved from time to time (but in no event as to reduce the protection of Personal Information).

8. **CONFIDENTIALITY.**

- 8.1. Confidential Information. During the course of this Agreement, each Party may disclose to the other certain non-public information or materials relating to a Party's products, intellectual property, personnel, customers, business, marketing programs and efforts, and other confidential information and trade secrets ("**Confidential Information**"). Notwithstanding the foregoing, Confidential Information does not include information that: (a) is or becomes publicly available through no breach by the receiving Party of this Agreement; (b) was previously known to the receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (c) was acquired from a third party without any breach of any obligation of confidentiality; (d) was independently developed by a Party hereto without reference to Confidential Information of the other Party; or (e) is required to be disclosed pursuant to a subpoena or other similar order of any court or government agency, provided, however, that the Party receiving a subpoena or order will promptly inform (unless notice is precluded by the applicable process) the other Party in writing and provide a copy thereof, and will only disclose that Confidential Information necessary to comply with the subpoena or order.
- 8.2. Treatment of Confidential Information. Except as expressly provided in this Agreement, the receiving Party will not use or disclose any Confidential Information of the disclosing



Party without the disclosing Party's prior written consent, except disclosure to and subsequent uses by the receiving Party's employees or consultants on a need-to-know basis, provided that those employees or consultants have executed written agreements restricting use or disclosure of the Confidential Information that are at least as restrictive as the receiving Party's obligations under this Section 8. Subject to the foregoing nondisclosure and non-use obligations, the receiving Party agrees to use at least the same care and precaution in protecting the Confidential Information as the receiving Party uses to protect the receiving Party's own most confidential information and proprietary information, which shall not be less than the standard of care imposed by state and federal laws and regulations relating to the protection of that type of information and, in the absence of any legally imposed standard of care, the standard will be that of a reasonable person under the circumstances. Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party will be entitled to seek injunctive relief to prevent the unauthorized use or disclosure. Neither Party will remove or alter any proprietary markings (e.g., copyright and trademark notices) on the other Party's Confidential Information.

9. REPRESENTATIONS, WARRANTIES AND COVENANTS.

- 9.1. General Warranties of Both Parties. Each Party represents and warrants to the other Party that:
- (a) it shall at all times comply with all applicable laws, rules and regulations in the performance of this Agreement and use of the Subscription Service and/or Services, as applicable, and shall be responsible for obtaining all licenses, authorizations, permits and the like required by applicable laws and regulations.
 - (b) it is duly organized and existing and is in good standing and is qualified to do business under the laws of any jurisdiction where the ownership of assets or conduct of its business require it to be so qualified.
 - (c) its execution, delivery and performance of this Agreement has been duly authorized by all appropriate corporate action and this Agreement constitutes a valid, binding and enforceable obligation.
 - (d) neither the execution, delivery, nor performance of this Agreement will, to each Party's knowledge, conflict with or violate any other agreement, license, contract, instrument or other commitment or arrangement to which either Party is a party or is bound.
- 9.2. Customer's Representations and Warranties. Customer hereby represents, warrants and covenants that: (a) it owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and as entered into or processed by the Subscription Service, the Customer Data do not and will not infringe the Intellectual Property, publicity or privacy rights of any person and is not defamatory, obscene or in violation of applicable foreign, federal, state and local laws, rules and regulations; (b) it will not input, upload, transmit or otherwise provide to or through the Subscription Service or Provider Systems, any information or materials that are unlawful or injurious, or contain, transmit or activate any viruses, Trojan horses, worms and other similar intentionally harmful or destructive code; and (c) the Subscription Service will not be used by Customer or any Authorized User, directly or indirectly, for any fraudulent



undertaking or in any manner so as to interfere with the use or operation of the Subscription Service.

- 9.3. **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 9 (REPRESENTATIONS, WARRANTIES AND COVENANTS), THE SUBSCRIPTION SERVICE AND SERVICES ARE PROVIDED “AS IS”, WITH ALL FAULTS, WITH NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, AND NON-INFRINGEMENT; (B) THAT THE SUBSCRIPTION SERVICE AND SERVICES WILL MEET CUSTOMER’S REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, ACCURATE, UNINTERRUPTED, TIMELY, SECURE, OPERATE WITHOUT ERROR OR WILL CONTAIN ANY PARTICULAR FEATURES OR FUNCTIONALITY; OR (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR TRADE USAGE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PROVIDER, OR AN AUTHORIZED REPRESENTATIVE WILL CREATE ANY OTHER WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF PROVIDER’S OBLIGATIONS HEREUNDER. THE SUBSCRIPTION SERVICE MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT PROVIDER AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES OR OTHER UNDESIRABLE DATA OR SOFTWARE OR (II) UNAUTHORIZED USERS (E.G., HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER’S DATA, WEBSITES, COMPUTERS OR NETWORKS. PROVIDER WILL NOT BE RESPONSIBLE FOR SUCH ACTIVITIES. CUSTOMER IS RESPONSIBLE FOR PRESERVING AND MAKING ADEQUATE BACKUPS OF ITS DATA.

10. INTELLECTUAL PROPERTY OWNERSHIP.

- 10.1. **Provider Intellectual Property Rights.** As between Customer and Provider, Provider is deemed to own the Intellectual Property in the Subscription Service and the Provider System, including all derivative works, changes, modifications and improvements pertaining thereto, together with all ideas, architecture, algorithms, models, processes, techniques, user interfaces, database design and architecture and “know-how” embodying the Subscription Service and Provider System. Except as expressly set forth herein, no rights or licenses in or to the Provider Intellectual Property rights are granted to Customer, whether express or implied. Under no circumstances will Customer be deemed to receive title to any portion of the Subscription Service, title to which at all times will vest exclusively in Provider. This is not a “work made for hire” agreement, as that term is defined in Section 101 of Title 17 of the United States Code. Customer will preserve the Subscription Service from any liens, encumbrances and claims of any individual or entity. Customer will not use any Confidential Information disclosed by Provider to Customer in connection with this Agreement to contest the validity of any Intellectual Property rights of Provider or its licensors.
- 10.2. **Customer Intellectual Property.** As between Customer and Provider, Customer is deemed to own the Intellectual Property in the Customer Data. Customer grants Provider a non-exclusive, world-wide, royalty-free license to use the Customer Data for purposes of performing this Agreement. Customer will be responsible for obtaining all rights,



permissions and authorizations to provide the Customer Data to Provider for use as contemplated under this Agreement. Except as expressly set forth herein, no rights or licenses in or to the Customer Intellectual Property rights are granted to Provider, whether express or implied.

- 10.3. Feedback. Nothing in this Agreement or in the Parties' dealings arising out of or related to this Agreement will restrict Eved's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback (as defined below), without compensating or crediting Customer or the individual providing such Feedback, except to the limited extent that Section 8 (Confidential Information) governs Feedback that constitutes Customer's Confidential Information. Notwithstanding the provisions of Section 8 (Confidential Information), Customer may not designate Feedback as its Confidential Information to the extent that such Feedback relates to Eved's products or services. ("Feedback" refers to any suggestion or idea related to or for improving or otherwise modifying Eved's products or services.

11. INDEMNIFICATION.

- 11.1. Provider's Indemnities. Provider shall indemnify, defend and hold harmless Customer, and their respective successors and assigns (and its and their respective officers, directors, employees, sublicensees, customers and agents) from and against any third-party claims, suits actions, demands, losses, damages, liabilities, costs and damages (including reasonable attorneys' fees, expert fees' and court costs) based upon: (a) any allegation that Customer's use of the Subscription Service, Documentation and/or Services in compliance with this Agreement, infringes or misappropriates any third-party Intellectual Property right of any Person; (b) a breach of Provider's representations and warranties in Section 9 (Representations, Warranties and Covenants); and (c) Provider's gross negligence or willful misconduct. If a claim of infringement under this Section 11.1 (Provider's Indemnities) occurs, or if Provider determines a claim is likely to occur, Provider will have the right, in its sole discretion, to either (m) procure for Customer the right or license to continue to use the Subscription Service, Documentation and/or Services free of the infringement claim; or (n) modify the Subscription Service, Documentation and/or Services to make it non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to Provider, Provider may, in its sole discretion, immediately terminate this Agreement and return the prorated portion of any pre-paid, unused Fees for the relevant Subscription Service and/or Services. Notwithstanding the foregoing, Provider will have no obligation with respect to any claim of infringement to the extent such claim is based upon or arises out of: (u) the use or combination of the Subscription Service with any hardware, software, products, data or other materials not provided by Provider; (v) modification of the Eved Materials other than: (i) by or on behalf of Eved; or (ii) with Eved's written approval in accordance with Eved's written specification; (w) use of Subscription Service in excess of the rights granted in this Agreement; (x) any specifications or other Intellectual Property provided by Customer, including the Customer Data; (y) failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Eved; or (z) act, omission, or other matter described in Section 11.2 (Customer's Indemnities), whether or not the same results in any actions, limitations, or proceedings against or losses, damages, deficiencies, claims, actions, judgements, settlements, interests, awards, penalties, fines, costs, or expenses of any kind by any Provider Indemnitee, (collectively, the "**Excluded Claims**"). The provisions of this Section 11.1 (Provider's Indemnities) state the sole and exclusive obligations and liability of Provider and its licensors and suppliers



for any claim of Intellectual Property infringement arising out of or relating to the Subscription Service or this Agreement.

- 11.2. Customer's Indemnities. Customer shall indemnify, defend and hold harmless Provider, and their respective successors and assigns, and its and their respective officers, directors, employees, sublicensees, customers and agents (each, a "**Provider Indemnitee**") from and against any third-party claims, suits actions, demands, losses, damages, liabilities, costs and damages (including reasonable attorneys' fees, expert fees' and court costs) based upon: (a) any unauthorized use of the Subscription Service or the Provider System; (b) a breach of Customer's representations and warranties in Section 3.2 (Content Representations and Warranties) and Section 9 (Representations, Warranties and Covenants); (c) the failure by Customer to comply with applicable laws or regulations; (d) a breach of Customer's confidentiality obligations as set forth in Section 8 (Confidentiality) above; (e) any claim relating to gross negligence or willful misconduct on the part of Customer, its Authorized Users, personnel, subcontractors and/or agents, including for personal injury, death or damage to property; (f) any conduct or transactions of Customer, its Authorized Users, personnel, subcontractors and/or agents in connection with other Members of the Subscription Service; (g) any products or services sold or provided by, to or for the benefit of Customer via the Subscription Service; and (h) the Excluded Claims.
- 11.3. Notice and Participation. The indemnified Party shall (a) give the indemnifying Party prompt written Notice of any indemnified claims, (b) permit the indemnifying Party to control the defense and settlement of such claims and (c) reasonably cooperate with the indemnifying Party in connection with the defense and settlement of such claims; provided, however, that the indemnifying Party shall not bind the indemnified Party in settlement without the indemnified Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the indemnifying Party shall be relieved from its indemnification obligation only to the extent its ability to defend or settle the claim has been prejudiced as a result of late Notice or lack of cooperation with respect to the claim. The indemnified Party may, at its own expense, assist in the defense of any indemnifiable claim described in Section 11 (Indemnification) if it so chooses.

12. LIMITATION OF LIABILITY.

- 12.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, WILLFUL MISCONDUCT OR GROSS NEGLIGENCE (A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD-PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (B) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY AND ANY THIRD-PARTY FOR ALL DAMAGES OF EVERY KIND AND TYPE SHALL NOT EXCEED THE TOTAL FEES PAID HEREUNDER BY CUSTOMER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE EXPRESS WARRANTIES SET FORTH ABOVE FAIL OF THEIR ESSENTIAL PURPOSE.

13. DISPUTE RESOLUTION.

- 13.1. Dispute Resolution. Unless otherwise expressly provided in this Agreement and except for any claims for equitable relief, all Disputes will be subject to this Section 13. Either Party



may initiate the dispute resolution procedure of this Section 13 by giving the other Party Notice of any dispute (“**Notice of Dispute**”).

13.2. Negotiations. The Parties shall attempt in good faith to initially resolve any controversy or claim arising out of or relating to this Agreement (a “**Dispute**”) promptly by negotiation between senior executives of each Party. Within five (5) Business Days of a Notice of Dispute provided to a Party in accordance with Section 14.4, such senior executives shall meet in person, or by teleconference, at a mutually agreeable time and place and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve the Dispute.

13.3. Arbitration.

13.3.1. Scope, governing rules. In the event the Parties are unable to resolve any Dispute by negotiations as set forth in Section 13.2 within twenty (20) Business Days of the Notice of Dispute, the Dispute shall be determined by final and binding arbitration administered by the American Arbitration Association (“**AAA**”) under its Commercial Arbitration Rules and Mediation Procedures (“**Commercial Rules**”) including, if appropriate, the Procedures for Large, Complex Commercial Disputes and the International Commercial Arbitration Supplementary Procedures.

13.3.2. Authority of tribunal, judicial review. The award rendered by the arbitrators shall be final, non-reviewable, non-appealable and binding on the Parties and may be entered and enforced in any court having jurisdiction, and any court where a Party or its assets is located (to whose jurisdiction the Parties consent for the purposes of enforcing the award). Judgment on the award shall be final and non-appealable.

13.3.3. Selection of Tribunal. The arbitrator or arbitrators shall be selected as follows:

- (a) In the event the amount in controversy is two million dollars (\$2,000,000) or less, there shall be one (1) arbitrator agreed to by the Parties fifteen (15) Business Days of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules; or
- (b) otherwise, in the event the amounting controversy exceeds two million dollars (\$2,000,000), there shall be three arbitrators. The Parties agree each Party shall appoint an arbitrator within fifteen (15) Business Days of the request for arbitration or in default thereof appointed by the AAA in accordance with its Commercial Rules, and the third, presiding arbitrator shall be appointed by agreement of the two (2) arbitrators appointed by the Parties within ten (10) Business Days of the appointment of the second arbitrator or, in default such agreement, by the AAA in accordance with its Commercial Rules.

13.3.4. Consolidation; Joinder. If more than one arbitration is commenced under this Agreement and any Party contends that two or more arbitrations are substantially related and that the issues should be heard in one proceeding, the arbitrator selected in the first-filed proceeding shall determine whether, in the interests of justice and efficiency, the proceedings should be consolidated before that arbitrator. Each related party may be joined as an additional party to an arbitration involving other Parties under this Agreement.

13.3.5. Seat of arbitration, languages. The seat or place of arbitration shall be Chicago, Illinois, USA. The arbitration shall be conducted and the award shall be rendered in the English language.



- 13.3.6. Confidentiality. Except as may be required by law, neither a Party nor the arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both Parties, unless to protect or pursue a legal right.
- 13.3.7. Powers of Arbitrators. The arbitrator(s) shall have no power to: (a) award damages in excess of the amounts or types permitted in Section 12 (Limitation of Liability), or (b) alter any of the provisions of this Agreement.
- 13.3.8. Costs of Arbitration. The Parties shall share equally the costs of any arbitration pursuant to this Section 13.3.
- 13.4. No Court Proceedings. Unless otherwise provided elsewhere in this Agreement, no Party may institute any court proceedings concerning any Dispute. The dispute resolution procedure of this Section 13 is the sole remedy, unless otherwise provided elsewhere in this Agreement, for resolving Disputes. Notwithstanding the foregoing, the Parties may initiate court proceedings in a court of competent jurisdiction (a) for Disputes concerning the scope, validity, enforceability or infringement of Intellectual Property rights of a Party; (b) for Disputes concerning a Party's Confidential Information; (c) to enforce any arbitration award between the Parties; or (d) for claims for equitable relief. For any Dispute for which a Party is permitted to bring a court proceeding shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois, in each case located in the city of Chicago and the County of Cook County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

14. MISCELLANEOUS.

- 14.1. Assignment. Neither Party shall assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the other Party's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent to an affiliate under common control, or in the event of a merger, acquisition, or sale of all or substantially all of its assets. No assignment, delegation, or transfer will relieve a Party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 14.1 is void. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.
- 14.2. Publicity. Provider may identify Customer as a customer in its customer listings, websites and other promotional materials. In addition, Provider may issue a press release regarding the Parties' relationship under this Agreement.
- 14.3. Governing Law; Limitation of Actions. The Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its conflict of laws principles. Notwithstanding the foregoing, the Parties agree that the Uniform Computer Information Transactions Act (UCITA) as enacted in any Commonwealth or State of the United States shall not apply to this Agreement or any performance hereunder and the Parties expressly opt-out of the applicability of UCITA to this Agreement. No action, regardless of form, arising out of this Agreement, may be brought by either Party more than one (1) year after the cause of action has arisen.



- 14.4. Notices. All notices, requests, claims, demands and other communications (each a “**Notice**”) under the Agreement shall be in writing and shall be given or made by delivery in person, by facsimile, by courier service, or by certified mail (postage prepaid, return receipt requested) to the respective Party at the following address set forth below or at such other address as such Party may hereafter notify the other Party in accordance with this Section. Each such Notice will be effective as follows: (a) as of the day transmitted by facsimile if receipt has been electronically confirmed; (b) as of the date emailed if receipt has been electronically confirmed or so long as a duplicate copy is contemporaneously provided by another Notice methodology set forth in this Section; (c) as of the date actually delivered if sent by a recognized commercial express delivery service that uses delivery tracking technology; (d) four (4) Business Days after the date actually deposited with the U.S. mail if sent postage-paid First Class; and (e) as of the date actually delivered if delivered by personal courier to the office location of the recipient during normal business hours. Any notices to Eved shall be sent to Eved’s corporate headquarters address available at <https://www.eved.com/contact-us/>. Customer’s notices shall be sent to the contact information set forth in the applicable Order Schedule.
- 14.5. Modification; Waiver; Additional Terms. Customer acknowledge and agree that Eved has the right and sole option to modify and update this Agreement, where any updates shall be made available on Eved’s customer Website at <https://d645m553xxbx4.cloudfront.net/Agreements/8ef39ec7-acdd-48ee-909f-b264a64c5c89/Eved%20SaaS%20Agreement%20200708.docx>. The updated or new terms and any other communication to Eved customers will be effective upon becoming available in the above link, and it is the Customer’s responsibility to review and be updated on the latest status of all information posted on the above link.
- 14.6. Force Majeure. Except for the payment of Fees arising under and Order Schedule hereunder, neither Party will be liable for any failure or delay in the performance of its obligations under this Agreement which is due to any event beyond the reasonable control of such Party, including without limitation, fire, explosion, unavailability of utilities or raw materials, Internet delays and failures, telecommunications failures, unavailability of components, labor difficulties, war, riot, act of God, export control regulation, laws, judgments or government instructions (each a “**Force Majeure Event**”), provided, however, that such failure or delay could not have been prevented or minimized by the non-performing Party by means of the exercise of reasonable precautions. Notwithstanding the foregoing, a Force Majeure Event (excluding general Internet or telecommunications failures or acts of Customer or its agents) shall not relieve Provider of its disaster recovery obligations.
- 14.7. Severability. If any provision of the Agreement is held to be invalid, illegal or unenforceable in any respect under applicable law, such provision shall be excluded from the Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- 14.8. Relationship of Parties. The Parties intend to be, are, and shall at all times be independent contractors with respect to this Agreement and all performance under this Agreement. Neither Party is an agent, partner or employee of the other Party, and neither Party has any



right or any other authority to enter into any agreements or undertaking in the name of or for the account of the other Party or to create or assume any obligations of any kind, express or implied, on behalf of the other Party nor will the act or omissions of either create any liability for the other Party. No form of joint employer, joint venture, partnership or similar relationship between the Parties, is intended or hereby created. This Agreement shall in no way constitute or give rise to a partnership or joint venture between the Parties.

- 14.9. Interpretation. For purposes of this Agreement: (a) the words “include,” “includes,” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein,” “hereof,” “hereby,” “hereto,” and “hereunder” refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. Unless the context otherwise requires, references in this Agreement: (x) to sections, exhibits, schedules, attachments, and appendices mean the sections of, and exhibits, schedules, attachments, and appendices attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.
- 14.10. Commitment. Customer agrees to use its best efforts to establish Provider as the preferred provider of the kind of Services as are to be performed and/or provided by Provider hereunder.
- 14.11. Titles and Subtitles. The titles and subtitles used in the Agreement are used for convenience only and are not to be considered in construing or interpreting the Agreement.
- 14.12. Counterparts. The Agreement and any Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.
- 14.13. No Third Party Beneficiaries. This Agreement shall not benefit, or create any right or cause of action in or on behalf of, any Person other than Customer, Provider and the respective assignees of each.
- 14.14. Entire Agreement. This Agreement sets forth the entire agreement of the Parties with respect to the subject matter of such Agreement, and supersedes any and all prior and contemporaneous proposals, agreements, representations, warranties, understandings and discussions, whether oral or written, between the Parties with respect to the subject matter of this Agreement.



SCHEDULE 1 **DEFINITIONS**

DEFINITIONS. Capitalized terms used herein shall have the meanings ascribed to them in the body of this Agreement and/or in the Order Schedules and other documents attached hereto, or as defined below. Terms other than those defined herein shall be given their plain English meaning, and those terms known in the information technology industry shall be interpreted in accordance with their generally known meanings. The definitions contained in this Agreement shall apply to each Order Schedule executed hereunder.

“**AAA**” has the meaning set forth in Section 14.3.1.

“**Access Credentials**” name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Services.

“**Aggregated Data**” means data and information related to Customer’s use of the Subscription Services that is used by Eved in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Subscription Services. Aggregated Data does not include (directly or by inference) any: Personal Information (as defined below); (b) Customer’s Confidential Information; or (c) Customer Data.

“**Agreement**” has the meaning set forth in the Preamble.

“**Authorized User(s)**” means employees, consultants, contractors, agents and other representatives of Customer authorized by Customer to access to access and use the Subscription Services pursuant to this Agreement.

“**Business Day**” means a day other than a Saturday, Sunday, or other day on which commercial banks in Chicago, Illinois are authorized or required to be closed for business.

“**Commercial Rules**” has the meaning set forth in Section 14.3.1.

“**Confidential Information**” has the meaning set forth in Section 9.1.

“**Content**” has the meaning set forth in Section 4.1.

“**Customer**” has the meaning set forth in the Preamble.

“**Customer Data**” means, in or on any media or form of any kind, all data, records, files, input materials, reports, forms and other information uploaded by Authorized Users to, or processed by, the Subscription Service or otherwise collected, stored or processed by Provider in connection with Customer’s and its Authorized Users’ use of the Subscription Service, Provider System and/or Services. For the avoidance of doubt, Customer Data does not include Aggregated Data or any other information reflecting the access or use of the Subscription Services by or on behalf of Customer or any Authorized User.

“**Disclosing Party**” has the meaning set forth in Section 9.1.

“**Dispute**” has the meaning set forth in Section 14.2.

“**Documentation**” means any manuals, instructions, or other documents or materials that the Eved provides or makes available to Customer in any form or medium, including available at <https://evedhelp.force.com/Client/s/> and which describe the functionality, components, features, or requirements of the Subscription Services or Eved Materials, including any aspect of the operation, use, or support thereof.



“**Order Effective Date**” has the meaning set forth in the Preamble.

“**Eved**” has the meaning set forth in the Preamble.

“**Eved Materials**” means the Subscription Services, specifications, Documentation, and any and all other information, data, documents, materials, works, and other content, devices, methods, processes, hardware, software, and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by Eved or any subcontractor in connection with the Subscription Services or otherwise comprise or relate to the Subscription Services. For the avoidance of doubt, Eved Materials includes Aggregated Data and any information, data, or other content derived from Eved’s monitoring of Customer’s access to or use of the Subscription Services, but do not include Customer Data.

“**Excluded Claims**” has the meaning set forth in Section 12.1.

“**Feedback**” has the meaning set forth in Section 11.3.

“**Fees**” has the meaning set forth in Section 6.1.

“**Force Majeure Event**” has the meaning set forth in Section 15.6.

“**Initial Term**” has the meaning set forth in Section 7.1.

“**Intellectual Property**” means all concepts, inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, publicity rights, names, likenesses, know-how, ideas (whether or not protected under trade secret laws) and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), copyright, mask work, trademark, trade secret or other laws, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world, for all media now known or later developed, including all new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes and methods of doing business.

“**Member**” means a member or user of the Subscription Service, including Customer and its Authorized Users, together with other third-parties.

“**Notice**” has the meaning set forth in Section 14.4.

“**Notice of Dispute**” has the meaning set forth in Section 14.1.

“**Order Schedule**” means any order document, statement of work or purchase order executed by the Parties noting the Subscription Service and/or types of Services Provider shall provide and corresponding pricing. The initial Order Schedule is attached hereto as Exhibit A.

“**Party**” means Customer or Provider; “**Parties**” means Customer and Provider.

“**Person**” has the meaning set forth in Section 2.2.

“**Personal Information**” any information processed pursuant to this Agreement that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular person or household.

“**Provider**” has the meaning set forth in the Preamble.

“**Provider Indemnitee**” has the meaning set forth in Section 12.2.



“**Provider System**” means the software, hardware, middle ware, servers or any other item operated by or behalf of Provider, and communications connectivity used in conjunction with the foregoing.

“**Receiving Party**” has the meaning set forth in Section 9.1.

“**Renewal Term**” has the meaning set forth in Section 7.1.

“**SaaS**” has the meaning set forth in the Preamble.

“**Services**” means the services to be provided by Provider under this Agreement and any Order Schedule including, without limitation, access to, and use of, the Subscription Service, technical support and training.

“**Subscription Service**” mean the online services, associated user interfaces and help resources made available by Provider via the Provider System and the Internet as specified on any Order Schedule to this Agreement.

“**Term**” has the meaning set forth in Section 6.1.