

# TERMS AND CONDITIONS SOFTWARE SUBSCRIPTION

## INTELLIGENCE2DAY® TERMS OF USE:

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, OR BY SIGNING AN ORDER, CUSTOMER AGREES TO THE FOLLOWING TERMS AND CONDITIONS (THE "AGREEMENT") GOVERNING CUSTOMER USE OF THE INTELLIGENCE2DAY ONLINE SERVICE. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "CUSTOMER" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

## 1. DEFINITIONS

- 1.1. "Agreement" means these terms of use, any Orders, whether written or submitted online via the Online Order Center, including any materials available on the Licensor website incorporated by reference herein, including but not limited to the Intelligence2day® Functionality Description and Licensor policies.
- 1.2. "Affiliate" means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under common control with, such entity. For purposes of this Agreement, "control" (including the terms "controlled by" and "under common control with") shall mean the power, directly or indirectly, to direct or cause the direction of the management or policies of such entity, whether through the ownership of voting securities, by contract or otherwise.
- 1.3. "Applicable data privacy laws" means any national or internationally binding data privacy laws or regulations applicable at any time to any active agreement between a Customer and Licensor. It includes, but is not limited to, European Union General Data Protection Regulation (GDPR).
- 1.4. "Cloud Service" means the Service of Provisioning the License to use Program and the access provided to Program, according to License Specification, via a Customer specific URL, or IP address.
- 1.5. "Confidential Information" has the meaning set forth in section 18.1
- 1.6. "Configured Program" means a particular set-up of the Program for a particular customer. Configuration includes user interface layout, taxonomy, source connections and potential integrations.
- 1.7. "Content Order" means the signed document, being an integral part of this Agreement, in which the commercial terms and delivery of a Content Service is detailed.
- 1.8. "Content Services" means Services in which the Licensor provides the Customer with commercial or non-commercial content from third party providers or open sources and that are specified in a separate Content Order.
- 1.9. "Customer" means the party entering into this Agreement with the Licensor by means of a confirmed Order.
- 1.10. "Customer Data" means any data, information and any derivatives thereof, provided or transmitted to Licensor by Customer or its Affiliates or contained in Licensor's repository for Customer or its Affiliates; provided that such term will not include any such data or information to the extent that the it was in the possession of Licensor at the time it was first delivered or transmitted to, or made available to, Licensor by Customer or its Affiliate.
- 1.11. "Desktop Specification" means Licensor's recommended minimum technical specifications required to access and utilize the Program.
- 1.12. "Documentation" means user guides and other manuals and materials relating to the Program or Services and distributed by Licensor to Customer with the Program or Services, whether distributed in print, magnetic, electronic, or video format.
- 1.13. "Edition" means a particular release level of the Program which incorporates enhancements, new features, modifications, corrections, improvements, alterations, deletions, bug fixes, error corrections, or patches, including patches to fix Program security vulnerabilities, all of which are a result of Licensor's continuing efforts to upgrade and improve the Program.

- 1.14. "Effective Date" means the earlier of either the date this Agreement is accepted, or the date Customer begin using the Service;
- 1.15. "Functionality Description" means the document, attached hereto, specifying the functionality of an Edition, or a range of Editions, of the Program. The Functionality Description will change time from time as new Editions are made available. The Customer will receive notice of any such change prior to any Upgrades.
- 1.16. "Intelligence2day®" means a trademark owned by Licensor and under which the Program is identified, commercially promoted and distributed.
- 1.17. "Intellectual Property Rights" or "IPR" means any and all intellectual property rights in any country or jurisdiction, that may exist under patent law, copyright law, publicity rights law, moral rights law, trade secret law, trademark law, laws regarding rights of privacy or publicity, unfair competition law or other similar protections, whether or not such rights are registered or perfected, including but limited to unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- 1.18. "Key" means license files, keys, node locks, security devices, or other functions or materials, whether employed by electronic, mechanical or other means, needed to use, operate, or access the Program.
- 1.19. "License" means the right to use the Program in accordance with definitions and specifications in this Agreement, which shall include, where applicable, the grant by Licensor to Customer of a sublicense.
- 1.20. "License Period" means the calendar period set forth in a Subscription Order during which the License is valid.
- 1.21. "License Specification" means the agreed configuration of the License as set forth in a Subscription Order.
- 1.22. "Licensor" means the applicable Comintelli entity as set forth in 35.5.
- 1.23. "Losses" means any actual liability, claim, cause of action, expense, cost, attorney's fee, or damage, in each case, howsoever caused.
- 1.24. "Maintenance Downtime" means actual but planned downtime during which the Cloud Service may be unavailable or severely disrupted due to Licensor's maintenance activities, such as necessary work on hardware, OS, network, database, software, repairs, patches and upgrades.
- 1.25. "Maintenance Windows" means specified time frames during which Maintenance Downtime may take place.
- 1.26. "Malicious Technology" means any timer, clock, counter, or other limiting design or routine or uncorrected known vulnerability that may cause software or any data generated or used by it to be erased, become inoperable or inaccessible, or that may otherwise cause such software to become temporarily or permanently incapable of performing in accordance with this Agreement, including, without limitation any disabling device that is triggered after use or copying of such software or a component thereof a certain number of times, or after the lapse of a period of time, or in the absence of a hardware device or after the occurrence or lapse of any other triggering factor or event or due to external input, including across a computer network. For the avoidance of doubt, tracking, monitoring and the statistics functionalities in the Program and/or Program license Key shall not be considered a Malicious Technology.
- 1.27. "Order(s)" means collectively orders for Licenses or Services from Licensor in the forms of Subscription Orders or Content Orders.
- 1.28. "Online Order Center" means Licensor's online application that allows the System Administrator designated by Customer to, among other things, add additional Users to the Service.
- 1.29. "Party means" either of Customer or Licensor, jointly called "Parties".
- 1.30. "Personal Data" means any information that can be used to identify, locate or contact an individual. Personal Data includes obvious identifiers such as names, addresses and government-issued identifiers, along with less obvious data elements such as IP addresses, financial account numbers and biometric data

(including, but not limited to, any such definitions derived from the EU Data Protection Directive 95/46/EC). Personal Data also includes all elements defined as “personal identifiable information” or “PII” under applicable data privacy laws and/or regulations. Personal Data includes any such data in any media or format, including both paper and electronic.

- 1.31. “Personnel” means, in relation to a Party, that Party’s officers, employees, agents, consultants and sub-contractors.
- 1.32. “Processing” or “Process” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, compilation, use, disclosure, duplication, organization, storage, alteration, transmission, combination, redaction, erasure, or destruction.
- 1.33. “Program” means any and all data programs/software developed or provided, or to be developed or provided, by Licensor, equipment pertaining to the program/software, related documentation intended for use by Users and all copies made thereof, either copied in whole or in part, as well as the audio and visual information, contained in or made available to the Customer during the course of the Customer’s usage of said program/software and as described in Functionality Description. The term “Program” does not include any third party information, materials or content (which items may, nevertheless, constitute Confidential Information of Licensor).
- 1.34. “Recipient User” means a person that can receive e-mail alerts from the Program, but that cannot log on to the Program, nor can in any way use the functionalities of the Program.
- 1.35. “Registered User” means any person in actual use of Program in any location, whether that person has access to the Program on a stand-alone computer, a computer that is part of or is accessing a network of computers, via a website, personal digital or electronic device or any other platform and that has been supplied a user identification and password by Customer (or by the Licensor at the Customer’s request), and who has, as a result, a “User Account”.
- 1.36. “Security Breach” means any act or omission that compromises either the security, confidentiality or integrity of Personal Data or the physical, technical, administrative or organizational safeguards put in place by Licensor that relate to the protection of the security, confidentiality or integrity of Personal Data, including, without limitation, (i) any loss of Personal Data maintained, stored or processed by Licensor, its affiliate or subcontractor, (ii) any unauthorized access to, or acquisition of, Personal Data maintained, stored or processed by Licensor, its affiliate or subcontractor, (iii) any third-party notification of a security breach or violation of applicable international, federal, state or local law by Licensor, its affiliate or subcontractor relating to data security, data protection and/or privacy or (iv) any regulatory investigation, enforcement proceeding, action, claim, lawsuit or any pending or threatened enforcement proceeding, action, claim, lawsuit, brought or threatened against Licensor, its affiliate or subcontractor, relating in any way to Personal Data.
- 1.37. “Service” means collectively Cloud Services and Content Services.
- 1.38. “Sub-processor” means a third-party subcontractor engaged by Licensor which, as part of the subcontractor’s role of delivering the services, will process Personal Data on behalf of the Customer.
- 1.39. “Subscription Order” means the signed document, being an integral part of this Agreement, in which License Specification is detailed, whether written or submitted through the Online Order Center.
- 1.40. “Support Request” means an e-mail provided by Customer directly to Licensor’s support tracking system on address [support@intelligence2day.com](mailto:support@intelligence2day.com). Support Requests may include incidents or just requests for training or advice.
- 1.41. “Support Services” means services set forth herein to keep the Licensed Program operational.
- 1.42. “System Administrator” means a named Personnel of Customer who, by Customer, has been assigned to administrate the Program, made available to Customer under the License set forth herein, and who is authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer Customer use of the Service;
- 1.43. “Taxes” includes all compulsory charges imposed pursuant to the authority of a country, state, province, municipality or political subdivision of any thereof to levy taxes or fees on an entity or activity. Taxes include income taxes, employment taxes, franchise taxes, sales and use taxes, excise taxes, value added taxes (“VAT”), VAT applicable to nonresidents, industry and commerce tax, property, ad valorem and excise taxes.

- 1.44. "Third Party" means any natural person or legal entity other than Licensor or Customer.
- 1.45. "Unscheduled Downtime" means any interruption in Service less Maintenance Downtime, outages due to requests or activities by Customer that for any reason impacts the Licensor's ability to retain availability specified herein and Force Majeure events.
- 1.46. "Upgrade" means exchanging an Edition for a subsequent Edition.
- 1.47. "User" means Registered User.

## 2. TERM OF AGREEMENT

- 2.1. The term of this Agreement shall commence on the Effective Date and shall continue in effect until the last date of any Service agreed upon by means of one or more Orders under this agreement.

## 3. ORDERING

- 3.1. Customer may under this Agreement place any number of Orders. For validity, any such Order shall be placed by clicking the "I accept" button displayed as part of the ordering process, or by signing an Order. All Orders are subject to acceptance by Licensor. Licensor is not bound by any such Order until Licensor has countersigned and returned the Order document to Customer.
- 3.2. If Customer's procurement and/or accounts payable require a specific Purchase Order ("PO") number or the like, e.g. for the invoicing purposes, such PO shall be issued alongside the Order document and the PO number shall be noted by the Customer on the Order. If Licensor receives an Order without a PO number, Licensor will, if countersigning the Order and commencing delivery, invoice according to the terms of payment herein and Customer agrees to comply with the terms of payment herein, despite the fact that the invoice in such instance will lack a PO number or other payment reference other than as specified on the Order itself.
- 3.3. Added Licenses will be subject to the following: (i) added Licenses will be coterminous with the preexisting License Period; (ii) the Fee for the added Licenses will be the then current, generally applicable Fee; and (iii) Licenses added during a billing month will be charged in full for that billing month.

## 4. LICENSE AND USE RIGHTS

- 4.1. The Licensor hereby grants the Customer a non-exclusive, non-transferable, worldwide License to use the Program, according to License Specification by reference incorporated herein by a Subscription Order, solely for the Customer's own internal business purposes, subject to the terms and conditions set out in this Agreement. All rights not expressly granted to the Customer are reserved by the Licensor and its licensors.
- 4.2. The Customer shall not:
  - i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Program in any way; or
  - ii. create Internet "links" to the Cloud Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or
  - iii. use the Cloud Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; or
  - iv. use the Cloud Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; or
  - v. use the Cloud Service to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or
  - vi. interfere with or disrupt the integrity or performance of the Cloud Service or the data contained therein; or
  - vii. attempt to gain unauthorized access to the Cloud Service or its related systems or networks; or
  - viii. modify or prepare derivative works of the Program for any purpose except as permitted by Licensor; or
  - ix. reverse engineer, disassemble or de-compile any object code or access the Program or apply any procedure to the Program to attempt to derive the source code or source listings for the Program or any trade secret information or process information contained in the Program in order to (a)

- build a competing product or service, (b) build a product using similar ideas, features, functions or graphics of the Program, or (c) copy any ideas, features, functions or graphics of the Program; or
- x. remove or destroy any proprietary notices of Licensor from the Program and must fully and faithfully reproduce all copyright, trademark or other proprietary markings of Licensor on all copies of the Program; or
- xi. incorporate the Program in whole or in part with other computer software.

- 4.3. User Accounts cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Cloud Service.
- 4.4. Notwithstanding anything to the contrary above, Customer shall not be precluded from using the functionality that Licensor has built into the Program, including the ability to configure the Program, create interfaces to other software or to feed data into or out of the Program as described in the Documentation.

## 5. CLOUD SERVICE

- 5.1. The Licensor will provide access to the Cloud Service.
- 5.2. The Cloud Service provided under this Agreement does not restrict usage in terms of number of log-ins, or data transfer, per time unit. The Licensor will ensure sufficient hardware resources and bandwidth in order for the Cloud Service to meet any reasonable standards with regards to performance.
- 5.3. The Program, along with other relevant server software components are installed, set-up and maintained by the Licensor.
- 5.4. Backups and security adhere to the Licensor's policy on IT and Security.
- 5.5. The maximum disk storage space provided is 5 GB per User license up to a maximum of 50 GB, disregarding number of Users. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current storage fees. Licensor will use reasonable efforts to notify Customer when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Licensor to so notify Customer shall not affect Customer responsibility for such additional storage charges. Licensor reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

## 6. AVAILABILITY

- 6.1. The Cloud Service shall be available twenty-four (24) hours per day, 365 days per year, excluding Maintenance Downtime.

## 7. INFORMATION SECURITY

- 7.1. Uploaded Customer Data will be stored as long as the License is in force unless otherwise agreed or deleted by Users, either manually or by configuration.
- 7.2. The Customer is responsible for all activity occurring under its User Accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Customer's use of the Cloud Service, including those related to data privacy, international communications and the transmission of technical or personal data.
- 7.3. The Customer shall ensure that details of User Accounts and equivalent obtained by the Customer are stored and used in a secure manner and cannot be accessed and thereby used by third parties.
- 7.4. The Customer shall ensure not to allow access to a User Account to any person which impersonate another user or provide false identity information to gain access to or use the Cloud Service.
- 7.5. The Customer shall, where it is suspected that any unauthorized person has become aware of a User Account, immediately inform Licensor thereof and take action to change such User Account.
- 7.6. The Customer shall report to Licensor immediately, and use reasonable efforts to stop immediately, any copying or distribution of any component of Program that is known or suspected by the Customer or the Customer's Users.

- 7.7. The Customer shall notify Licensor immediately of any unauthorized use of any password or account or any other known or suspected breach of security.
- 7.8. Licensor will immediately inform the Customer if detecting signs of any unauthorized activity under any User Account(s).
- 7.9. The Customer shall be liable for any unauthorized use of the Cloud Service. Licensor shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.
- 7.10. The Customer shall be liable for losses or damage directly or indirectly incurred by Licensor where the Customer intentionally or negligently reveals a User Account to a third party or where a User Account otherwise become known to an unauthorized party, unless the Customer notifies Licensor immediately upon suspicion that such has occurred.

## 8. THIRD PARTY INTERACTIONS

- 8.1. During use of the Service, Customer may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Customer and the applicable third-party. Licensor and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer and any such third-party. Licensor does not endorse any sites on the Internet that are linked through the Service. Licensor provides these links to Customer only as a matter of convenience, and in no event shall Licensor or its licensors be responsible for any content, products, or other materials on or available from such sites. Licensor provides the Service to Customer pursuant to the terms and conditions of this Agreement. Customer recognize, however, that certain third-party providers of ancillary software, hardware or services may require Customer agreement to additional or different license or other terms prior to Customer use of or access to such software, hardware or services.

## 9. UPGRADES

- 9.1. Licensor reserves the right to implement Upgrades including but not limited to, changes that effect modifications to the design, operational method, technical specifications, systems, and other functions, etc. of the Program, at any time without prior notice.
- 9.2. Licensor will provide such Upgrades as soon as possible after each new Edition has been made available.
- 9.3. Such Upgrades takes place during Maintenance Windows.

## 10. SUPPORT UNDERTAKINGS OF THE LICENSOR

- 10.1. Licensor shall provide Support Services according to the specifications in this Agreement and for matters related only to the Program. Licensor shall maintain an organization and a level of preparedness with appropriately qualified and competent personnel to perform the Support Services.
- 10.2. Licensor provides Support Services via Support Requests and via the support request form in the Program. There is no limitation to the number of Support Requests that can be raised.
- 10.3. Support Services are:
  - i. Fault detection and diagnosis
  - ii. Correction of errors which affect the performance or functionality of the Program.
  - iii. Advice on administration of the Program.
  - iv. General technical communication and access to information relating to the Program.
- 10.4. The Support Services do not cover the following:
  - i. faults which occur in an Edition of the Program which is older than two (2) editions, prior to most recent edition in production;
  - ii. faults occurring because the Customer or any third party has modified, altered or interfered with the Program without Licensor's prior written approval;
  - iii. faults occurring because the Customer has used the Program in a manner other than that specified in the License or through negligence on the part of the Customer, its employees, consultants or any third party, or through other circumstances beyond the Licensor's control.

- 10.5. For the avoidance of doubt, if a fault proves to be due to any or one of the reasons set forth in 10.4, the Licensor will charge the hourly service fee specified in this Agreement for any work undertaken to assist in such fault diagnosis and detection.
- 10.6. Licensor operates performance monitoring software on the Licensed Program to enable efficient Maintenance.

#### 11. SUPPORT UNDERTAKINGS OF THE CUSTOMER

- 11.1. Customer will provide in-house first-line support to Registered Users and Recipient Users. Customer system administration staff will have access to Licensor support for second-line support and more qualified inquiries. Customer system administration staff will contact Licensor support via Support Requests or the in-system Support Request Form.
- 11.2. Customer is responsible for all support that is not directly related to the Program. This includes internal network issues (including, but not limited to browser support, e-mail and operating systems).
- 11.3. Customer shall appoint a number of "System Administrators" not to exceed 3 (three) individuals. Customer shall inform Licensor in writing of the designated persons and further of any future change. Licensor has no obligation to respond to Support Requests or related communications from persons other than System Administrator(s).

#### 12. SUPPORT REQUEST MANAGEMENT

- 12.1. Licensor will maintain a tracking system to manage Support Requests and resolution of problems related to use of the Program.
- 12.2. A Support Request is the only means by which Customer may request any action by Licensor to furnish a Support Service. Licensor will acknowledge Support Requests via return email within one (1) hour of receipt. Licensor will open a ticket and assign a tracking number and provide the tracking number to Customer in Licensor's acknowledgment.
- 12.3. Customer's System Administrators requesting support shall provide all information and assistance needed by Licensor to recreate and resolve a problem covered by the Support Request.
- 12.4. The priority of a Support Request is determined by assessing its urgency and impact on the business according to the incident severity scale specified below. Customer shall suggest such severity level for each Support Request. If Licensor disagrees with the severity level assigned to a Support Request by Customer, the parties will mutually reassess the problem in good faith to agree on what severity level to assign to such Support Request.
- 12.5. The parties will communicate on the progress toward resolving the problem periodically in the ticket until the issue is deemed resolved.
- 12.6. Customer will have access to Licensor's tracking system and can follow the progress of all Support Requests that have been assigned a tracking number. However, Licensor shall notify Customer when Licensor has completed resolution of a Support Request. If the incident resulted in impact to data, Customer may be asked to validate any result of data restored.

#### 13. INCIDENT SEVERITY DEFINITIONS

- 13.1. The severity of an incident rendering a Support Request is set based on both the impact and urgency of an incident. Both the impact and urgency of an incident may be reconsidered during the incident lifecycle. An update of either impact or urgency will lead to a reconsideration which may affect the severity level of the incident. Re-classification of a severity level shall be done mutually by the parties. The following four severity levels shall be used in order to classify Support Requests answer priority.
  - i. **Severity 1 - Critical Business Impact.** The continued use, due to unavailability, of the Program is impossible. Problem may cause loss of data or restrict data availability or cause significant financial impact to the Customer. No workaround available.

- ii. **Severity 2 - Significant Business Impact.** The availability of the Program, or parts thereof, is severely restricted and materially impacting the Customer’s use of the Program. Examples are Search Page does not provide results, start page not accessible, alerts are not sent out, no new content. No workaround is available and operation can continue in a restricted fashion only.
- iii. **Severity 3 - Some Business Impact.** Minor availability or functionality problem that does not have a major effect on business operations, or a major problem for which a Customer acceptable workaround exists. No or limited access to the Program but affecting only single or few users. This includes problems of general work-queue type and that do not come within the definitions of Incidents Severity 1 or 2. It does not prevent normal business operations.
- iv. **Severity 4 - No or Minimum Business Impact.** Minor issues and questions not preventing the use and operation of the Program. Customer requests such as configuration change, documentation, enhancement requests and general questions.

14. SUPPORT REQUEST RESOLUTION TIMES

- 14.1. Upon receipt of a Support Request and after Licensor’s validation of Customer’s suggested Severity Level, Licensor shall proceed with response/resolution according to the following.

	Licensor Begins Problem Resolution	Resolution Effort
<b>Severity Level 1</b>	Within one (1) Business Hour of receipt of a Support Request received during Business Hours.	Licensor will use best efforts during Business Hours to remedy the problem as quickly as possible. Remedy will not be part of a formal testing process.
<b>Severity Level 2</b>	Within four (4) Business Hours of receipt of a Support Request received during Business Hours.	Licensor will use reasonable efforts during Business Hours to verify, diagnose, replicate, and remedy the problem as quickly as possible. Remedy will not be part of a formal testing process.
<b>Severity Level 3</b>	Within twenty-four (24) Business Hours of receipt of a Support Request received during Business Hours.	Licensor will use reasonable efforts to verify, diagnose, replicate, and remedy the problem. Remedy will be patched with the next monthly patch release and during a Maintenance Window. Remedy will go through standard testing procedure before patching to production system.
<b>Severity Level 4</b>	Within forty (40) Business Hours of receipt of a Support Request received during Business Hours.	Licensor will notify Customer regarding Licensor’s plans to remedy such a minor matter in a forthcoming patch release or if the matter will be regarded as a feature request for potential inclusion in forthcoming editions of the Program. Decision to include such requests in the Program is at Licensor discretion.

15. MAINTENANCE DOWNTIME

- 15.1. Maintenance Downtime is up to 8 hours of planned and scheduled maintenance performed per calendar month. Maintenance Downtime shall take place during Maintenance Windows, no more than two per calendar month, communicated to the Customer at least 5 working days prior to such Maintenance Window.
- 15.2. Notices of Maintenance Windows will be provided to Customer’s designated System Administrators by email. Customer agrees that it is Customer’s obligation to make sure Licensor has correct contact information for Maintenance Window notification purposes.

16. BUSINESS STANDARDS - CSR

- 16.1. Licensor shall conduct its activities in an ethical manner and in compliance with law, export controls, trade laws and anti-corruption. Licensor’s business standards shall, at all times and as a minimum, adhere to the Licensor’s policy on Corporate Social Responsibility.

17. PERSONNEL

- 17.1. Licensor and all Licensor Personnel are bound to adhere to Licensor Policies on Employee Code of Conduct, Corporate Social Responsibility, Personal Data and IT and Security.



## 18. CONFIDENTIAL INFORMATION

- 18.1. “Confidential Information” means any information of a Party (“Disclosing Party”) that is disclosed in any manner and in any media to the other Party (“Receiving Party”) in connection with or as a result of discussions related to or the performance of this Agreement, and which at the time of disclosure either (a) is marked as being “Confidential”, or (b) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (c) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party. Specifically, Confidential Information includes (i) the terms and conditions of this Agreement; (ii) all types of proprietary technical or business information, including but not limited to data, know-how, formulas, algorithms, processes, designs, drawings, schematics, business plans, strategies, operations, financial, specifications, requirements, standards and documentation, reports, pricing, market, marketing or demographic information, software, trade secrets, research, analyses, inventions, ideas and other types of nonpublic information. With respect to Licensor, Confidential Information shall also include the Program. With respect to Customer, Confidential Information shall also include any and all Personal Data of employees of Customer or its Affiliates. Confidential Information of the Disclosing Party may also include information belonging to a third party that the Disclosing Party discloses the Receiving Party that would come within the definition of Confidential Information other than for the fact that it belongs to a third party.
- 18.2. The term Confidential Information does not include any information or documentation that was: (a) already in the possession of the Receiving Party without an obligation of confidentiality; (b) obtained by the Receiving Party from a source other than the disclosing entity without an obligation of confidentiality; (c) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through or on behalf of, the Receiving Party); or (d) independently developed by the Receiving Party without use of, or access to, the Disclosing Party’s Confidential Information.
- 18.3. Each Party shall hold Confidential Information in confidence using the same degree of care as it normally exercises to protect its own confidential or proprietary information, but in no event shall it use less than reasonable care.
- 18.4. Each Party may use Confidential Information solely for the purpose of exercising its rights or performing its obligations under this Agreement and may not copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than as stated herein.
- 18.5. Receiving Party may disclose Confidential Information to its employees, subcontractors and agents who have a need to know and who are subject to a confidentiality agreement that contains terms and conditions at least as restrictive as those set forth in this Agreement and would govern such employees, subcontractors, or agents use or possession of the Confidential Information.
- 18.6. Each party shall advise the other party immediately in the event either party learns, or has reason to believe, that any person who has had access to Confidential Information has violated, or intends to violate, the terms of this Agreement and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- 18.7. The Receiving Party shall not be restricted from disclosing Confidential Information as required pursuant to law, regulation or judicial or governmental order, provided that any such disclosure shall be limited to the extent of the legal requirement and the recipient party shall promptly (if permitted by law) notify the Disclosing Party and cooperate with the Disclosing Party, at the Disclosing Party’s expense, so that the Disclosing Party may intervene and object to such disclosure or seek a protective order or other appropriate protection for its Confidential Information.
- 18.8. Upon the written request of the Disclosing Party, the Receiving Party will, at the Receiving Party’s option, either return all copies of the Disclosing Party’s Confidential Information to the Disclosing Party or certify in writing that all copies of such information have been destroyed. Notwithstanding such requirement, either party may retain one archival copy of the Confidential Information. Either party may return the other party’s Confidential Information, or any part thereof, at any time.
- 18.9. Without limiting any other provision of this Agreement, the provisions of this Section 18 shall survive any termination or expiration of this Agreement.

## 19. CUSTOMER DATA

- 19.1. Licensor agrees that all Customer Data is and will remain the property of the Customer.

19.2. No Customer Data shall be copied, modified, destroyed or deleted by Licensor other than for normal operation or maintenance of Program during the term of this Agreement without prior written notice to and written approval by Customer or as otherwise stated herein.

19.3. Customer Data security will be managed according to Licensor Policy on IT and security.

## 20. PERSONAL DATA

20.1. In Processing Personal Data, Licensor commits to adhere to Licensor Policy on Personal Data and Licensor Policy on IT and Security.

## 21. INTELLECTUAL PROPERTY

21.1. Licensor alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Program and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the Customer or any other party relating to the Program. This Agreement is not a sale and does not convey to the Customer any rights of ownership in or related to the Program, its content, the Licensor's technology or the Intellectual Property Rights owned by Licensor. The Comintelli name, the Comintelli logo, and the trade names associated with the Program, including, without limitation, Intelligence2day®, are trademarks of Licensor or third parties, and no right or license is granted to use them.

21.2. The Customer, not Licensor, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data, and Customer's use thereof, and Licensor shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to manage or store any Customer Data other than from an IT security perspective, and then only for negligent or wrongful acts or omissions of Licensor.

21.3. Customer shall retain title to and all ownership rights in Customer Data but grants Licensor the right to access and use Customer Data for the purpose of complying with its obligations under this Agreement.

21.4. Customer retains all right, title and interest in and all Intellectual Property Rights in any materials which Customer provides to Licensor in connection with the performance of this Agreement. Customer represents and warrants that Customer has the right to provide Licensor with such data for use in performing the Services without violating or infringing the rights of others.

21.5. The mark "Powered by Intelligence2day®" shall always be visible on Licensor provided Documentation and on the site footer of the Program user interface.

## 22. WARRANTIES

22.1. Each of Licensor and Customer represent and warrant that:

- i. it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- ii. it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- iii. the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms;
- iv. it shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and,
- v. there is no outstanding litigation, arbitrated matter or other dispute to which it is a party which, if decided unfavorably to it, would reasonably be expected to have a potential or actual material adverse effect on its ability to fulfill its obligations under this Agreement.

22.2. Licensor warrants it will use best efforts to ensure that no Malicious Technology is introduced into Program and/or Customer's computers and network.

### 23. BUSINESS CONTINUITY AND DISASTER RECOVERY

- 23.1. Licensor will maintain and adhere to, throughout the term of this Agreement, Licensor's policy on Business Continuity Management and Disaster Recovery.

### 24. FORCE MAJEURE

- 24.1. "Force Majeure" means an occurrence beyond the reasonable control and without the fault or negligence of the invoking party, which such party is unable to prevent or protect against by the exercise of reasonable diligence. A state of Force Majeure includes, but is not limited to; governmental actions, embargoes, import or export prohibitions, injunction, riot, civil commotion, acts of the public enemy, terrorist attack, war or national emergency or defense requirements, fire, explosion, flood, storm, earthquake, extreme climatic conditions, pests and diseases, epidemic, lock-outs, strikes or other labor disputes, power failure, or equipment failure.
- 24.2. A party will not be in default to the extent it is unable to perform because of Force Majeure. Upon occurrence of such a Force Majeure event, the affected Party shall notify the other party within ten (10) Business Days of the first day of such Force Majeure event, specifying the matters constituting Force Majeure, together with such evidence as it reasonably can give, make every effort to remedy the cause of non-performance and provide a good faith, estimate of the anticipated duration of such state of Force Majeure. During the period of non-performance, the other party will be permitted, at its option and on written notice to the affected party, to suspend its performance.
- 24.3. Any warranty period affected by a state of Force Majeure shall likewise be extended for a period equal to the duration of such event.
- 24.4. In the event that a Force Majeure continues for a cumulative period of forty-five (45) days or more, either party may terminate this Agreement without penalty on prompt written notice to the other party.

### 25. INDEMNIFICATION

- 25.1. Each Party ("Indemnifying Party") shall indemnify, defend, and hold harmless the other party, its affiliates and their respective directors, officers, employees and agents (in the case of Customer and its affiliates and respective directors, officers, employees and agents, each a "Customer Indemnified Party" and in the case of Licensor and its affiliates and respective directors, officers, employees and agents, each a "Licensor Indemnified Party" and, where the term "Indemnified Party" is used without specifying Licensor or Customer, such term may mean either), from and against any claims, actions, losses, liabilities, damages, costs and/or expenses including, without limitation, reasonable attorneys' fees and expenses (collectively, "Claims"), which the Indemnified Party may sustain or incur, directly or indirectly, in connection with or as a result of: (a) the Indemnifying Party's fraud or misrepresentation, (b) any claim of any type against the Indemnified Party by any Personnel of the Indemnifying Party alleging an employment relationship with the Indemnified Party, (c) death, injury or damage to any person or property alleged to have been caused by any negligent or wrongful act or omission of the Indemnifying Party, or (d) any unauthorized use or disclosure of Confidential Information or Personal Data of the Indemnified Party by the Indemnifying Party or any failure in security measures affecting Confidential Information or Personal Data of the Indemnified Party on the part of the Indemnifying Party.
- 25.2. Licensor shall indemnify, defend, and hold harmless Customer Indemnified Parties from and against any Claims asserting that any portion of the Program developed or created by Licensor violates or infringes upon any Intellectual Property Right of any third party. Notwithstanding the foregoing and without limiting any other provision hereof, Licensor shall have no responsibility to indemnify Customer Indemnified Party to the extent any Claim is based on or arises out of (i) any unauthorized modification of the Program or the Service by Customer Indemnified Parties, its or their personnel, representatives or agents or any third party, unless such modification has been approved in writing by Licensor, (ii) use of a superseded Edition of the Program if Licensor has made available a more current Edition; (iii) use of the Program in combination with third party products, services or technology if, in the absence of such combination, the Program would not have been non-infringing, or Licensor's use of any open source materials, (iv) use of the Program other than as provided in the applicable Documentation or instructions, or (v) Customer Indemnified Party's continued use of the Program after Licensor has notified Customer of a potential infringement and has directed Customer to discontinue using the Program. Each of the circumstances or uses described in the preceding sentence is referred to as a "Non-Approved Use." Customer shall indemnify, defend, and hold harmless Licensor Indemnified Parties from and against any Claims asserting the infringement of any Intellectual Property Right of any third party arising out of or based upon any Non-Approved Use.

- 25.3. In the event an injunction is sought or obtained against Customer's use of the Program or Service based on a Claim that is subject to Licensor's indemnification obligations set forth in Section 26.2, Licensor shall, at its option and expense, and as its sole liability and obligation, either (a) procure for Customer and its applicable Affiliates the right to continue to use the infringing Program or Service as set forth in this Agreement, or (b) replace or modify the infringing Program or Service to make its use non-infringing while being capable of performing the same function without degrading of performance.
- 25.4. With regard to the indemnification provisions herein, a Party claiming indemnification shall notify the Indemnifying Party in writing of any claim for which it seeks indemnification as soon as practicable and the Indemnifying Party shall have the right to control the defense and settlement of all such claims and related lawsuits or proceedings. The Indemnified Party will cooperate with the Indemnifying Party as reasonably requested, at the expense of the Indemnifying Party, in such defense and settlement. The Indemnifying Party shall not settle any such claim, lawsuit or proceeding without the Indemnified Party's prior approval, which will not be unreasonably withheld, delayed or conditioned, provided that no such consent will be required if the settlement includes a full release of the Indemnified Party. Each Party shall provide the other with reasonable cooperation required for the defense and settlement.

## 26. WARRANTIES; DISCLAIMER

- 26.1. LICENSOR WARRANTS THAT THE PROGRAM WILL, IF USED IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION AND INSTRUCTIONS, OPERATE SUBSTANTIALLY IN CONFORMITY WITH THE FUNCTIONALITY DESCRIPTION. EXCEPT FOR SUCH WARRANTY, AND IN THE CASE OF SERVICES TO THE EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR PROVIDES THE PROGRAM AND ALL SERVICES WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. EXCEPT AS OTHERWISE PROVIDED HEREIN, LICENSOR DOES NOT WARRANT THAT THE PROGRAM WILL OPERATE UNINTERRUPTED NOR THAT THE PROGRAM OR THE SERVICES WILL BE FREE FROM DEFECTS OR ERRORS, NOR THAT THE PROGRAM OR SERVICES WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, CUSTOMER FURTHER ACKNOWLEDGES THAT (i) THE PROGRAM INCLUDES, OR MAY BE USED BY CUSTOMER TO ACCESS, DATA DERIVED FROM PUBLICLY AVAILABLE INFORMATION OR FROM THIRD PARTIES, AND LICENSOR DOES NOT WARRANT OR ASSURE THE ACCURACY, CORRECTNESS OR COMPLETENESS OR ANY OTHER ASPECT OR FEATURE OF ANY SUCH DATA, and (ii) THE PROGRAM AND SERVICES MAY INCORPORATE, USE OR EMBODY OPEN SOURCE MATERIALS, FOR WHICH LICENSOR SHALL HAVE NO OBLIGATION OR LIABILITY BY WAY OF WARRANTY, INDEMNIFICATION OR OTHERWISE.
- 26.2. CUSTOMER ACKNOWLEDGES THAT LICENSOR HAS NO LIABILITY OR OBLIGATION FOR DAMAGES, DEFECTS, MALFUNCTIONS OR PROGRAM FAILURES CAUSED BY (i) UNAUTHORIZED MODIFICATION OF THE PROGRAM OR SERVICES BY CUSTOMER OR ANY THIRD PARTY, (ii) ABUSE, MISUSE, OR NEGLIGENT ACTS OF CUSTOMER OR ITS PERSONNEL, AGENTS OR REPRESENTATIVES, (iii) FAILURE OF CUSTOMER TO FOLLOW LICENSOR'S DOCUMENTATION, INSTALLATION, OPERATION OR SUPPORT INSTRUCTIONS, (iv) ANY NON-CONFORMING USE OR (v) USE OF THE PROGRAM, SERVICES OR DELIVERABLES BY ANY PERSON OTHER THAN AN AUTHORIZED USER OF CUSTOMER.

## 27. INTERNET DELAYS

- 27.1. LICENSOR'S CLOUD SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. LICENSOR IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

## 28. LIMITATION OF LIABILITY

- 28.1. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOST PROFITS OR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE OR KIND WHATSOEVER, IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY.
- 28.2. WITH RESPECT TO EACH ORDER, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY WILL BE LIMITED TO DIRECT DAMAGES AND THE AGGREGATE DAMAGES SHALL NOT EXCEED THE FEES PAID OR PAYABLE TO LICENSOR AS SET FORTH IN SUCH ORDER.

- 28.3. THE LIMITATION OF LIABILITY PROVIDED IN THIS ARTICLE SHALL NOT APPLY TO DAMAGES WITH RESPECT TO CLAIMS FOR BODILY INJURY (INCLUDING DEATH); PROPERTY DAMAGE; BREACH OR VIOLATION OF CONFIDENTIALITY OR NON-USE OBLIGATIONS; CUSTOMER'S BREACH, VIOLATION OR FAILURE TO COMPLY WITH SECTION 21; ANY CLAIMS RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR FRAUD OF A PARTY; OR ANY OTHER FORMS OF LIABILITY WHICH BY LAW CANNOT BE LIMITED OR EXCLUDED.
- 28.4. The terms and conditions set forth in this article "Limitation of Liability" shall survive expiration or termination of this Agreement and any Order.

## 29. TERMINATION

- 29.1. Either party may terminate this Agreement immediately and/or cancel outstanding orders in the event either party (i) applies for or consents to the appointment of, or the taking of possession by a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, (ii) makes a general assignment for the benefit of its creditors, (iii) commences a voluntary proceeding under the Federal Bankruptcy Code or under any other law relating to relief from creditors generally, (iv) fails or is unable to pay its debts as they become due, or (v) fails to obtain the dismissal, within sixty (60) days after the filing thereof, of any petition filed against it in an involuntary proceeding under the Bankruptcy Code or under any other law relating to relief from creditors generally, or any application for the appointment of a receiver, custodian, trustee, or liquidator of itself or of all or a substantial part of its property, or its liquidation, reorganization, dissolution, discontinuance of the active conduct of its business, or winding up.
- 29.2. If either Party breaches this Agreement and fails to cure such breach within thirty (30) days of receiving notice of the breach from the non-breaching Party, then the non-breaching Party may, at its option, terminate this Agreement.
- 29.3. Either party may terminate this Agreement, or reduce the number of licenses, with a 90 days' notice, effective only upon the last day of the at each time current License Period. If such notice of termination, or reduction in number of licenses, is not received by Licensor at a minimum 90 days prior to end of the License Period, the Service will be renewed and charged for a new License Period equal to the then current License Period, starting the first day following the current License Period expiration date and for the total number of Users requested at that date.
- 29.4. Except in cases of Force Majeure, the License Period cannot be terminated or suspended other than as provided in Section 29.1 or 29.2.
- 29.5. Notwithstanding 26.1 and 29.3, if, for a period of at least two consecutive calendar months (i) the functionality of the Program displays a material discrepancy from that described in the most recent Functionality Description and subsequent Edition functionality updates, or (ii) the Unscheduled Downtime exceeds 10% per month, the Customer may call for a negotiation regarding remedies for non-fulfilled Services. If, despite such negotiations no resolution can be found, the Customer may terminate the Agreement for cause.
- 29.6. Any breach of Customer payment obligations or unauthorized use of the Program or Service will be deemed a material breach of this Agreement. Licensor, in its sole discretion, may terminate Customer password, account or use of the Service if Customer breach or otherwise fail to comply with this Agreement. In addition, Licensor may terminate a trial account at any time in its sole discretion. Customer agree and acknowledge that Licensor has no obligation to retain the Customer Data, and may delete such Customer Data, if Customer have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.
- 29.7. Licensor will Process data on behalf of the Customer until the termination of the Service in accordance with these terms. Upon termination, Licensor may store the Customer Data for a maximum period of six months, should the Customer wish to reopen the use of the Services, unless otherwise instructed by the Customer. Licensor, unless otherwise required by law, deletes all Personal Data after the end of the provision of the Service.
- 29.8. Upon the expiration or termination of this Agreement, Customer shall pay to Licensor all amounts due and payable hereunder for Licenses and Services properly performed and for expenses preapproved in accordance with this Agreement.
- 29.9. Upon termination of the Agreement for any reason, each Party agrees, at its option, to return or destroy all Confidential Information and Personal Data it has received from the other Party or has created or

received on behalf of the other Party. Each Party shall certify to the other Party in writing that it has returned or destroyed all Confidential Information and Personal Data in accordance with industry standards for secure disposal and any applicable law.

29.10. In case this Agreement is terminated prematurely, irrespective of the reason therefor, the Licensor shall not be obligated to repay fees relating to a period of time before the termination of this Agreement.

### 30. TERMINATION ASSISTANCE

30.1. In the event that this Agreement is terminated for any reason other than by Licensor pursuant to Section 29.1 or 29.2, Licensor shall, if Customer requests, cooperate with Customer and provide assistance reasonably requested by Customer in order to effect the orderly transition of the Customer Data, in whole or in part, to the Customer, or to any replacement supplier designated by Customer (the "Successor Supplier"). Such assistance shall be known as the "Termination Assistance Services", be performed during the ninety (90) calendar day period following the termination of this Agreement, and may include:

- i. developing a plan setting forth the specific tasks and schedule to be accomplished by the Parties for the orderly transition of the Customer Data;
- ii. providing Customer with an up to date copy of all Customer Data, in a standard and readable format;
- iii. providing applicable information regarding the Deliverables or the Services or as otherwise reasonably necessary for the transition;
- iv. providing training to Customer staff in the management of Customer Data applicable to the Program provided by Licensor under this Agreement;
- v. providing reasonable assistance to Customer in acquiring any necessary rights to legally and physically access and use any third party technologies and documentation that were used in connection with Licensor's deliveries under this Agreement;
- vi. to perform such other activities upon which the parties may agree.

30.2. Any Termination Assistance Services to be provided by Licensor to Customer and/or to the Successor Supplier shall be agreed upon in a separate Statement of Work, subject to the Licensor's Terms and Conditions Consulting Services, and including a time plan fitting into the above specified 90 day period. Any and all services, deliveries and third party expenses according to such Statement of Work will be at Customer's sole cost and expense. Licensor will charge for such delivery according to the Licensor's hourly rate. For the avoidance of doubt, if the period of the Termination Assistance Services extends beyond the expiration of the final License Period and the Customer desires to retain access to the Program for the full transition period, additional Fees, corresponding to the most recent annual Fees paid by the Customer, will be charged for the full part of the transition period extending beyond such license expiration date.

### 31. FEES AND PAYMENT

31.1. The Customer shall pay fees for License and Services ("Fees") according to the terms set forth in this Agreement.

31.2. All payments shall be made against invoice or credit card charges. All invoices are payable with a 30-day payment term.

31.3. The fees listed in and payable under this Agreement are exclusive of any Taxes or other levies. Fees payable shall be set out in corresponding Order documents.

31.4. Invoices shall always be issued so that due date predates the first date of the respective License Period.

31.5. Fees are, upon the signing of this agreement and thereafter, invoiced and payable in advance, for the duration of each License Period.

31.6. Any amounts not paid by Customer when due will bear interest at the rate of 2% per month, or if less, the maximum rate permitted by law, until paid in full. Customer will also pay, on demand, Licensor's cost of collection.

31.7. Customer may not set off any claims on the Licensor against any amount due under this Agreement.

- 31.8. Licensor may, on not less than one hundred eighty days' prior written notice, increase prices for any renewal or extension period of any Services. In the event that Customer does not agree to such increase, Customer's sole right and remedy will be to notify Licensor that it will not renew such License or Order.
- 31.9. For payments Customer agree to provide Licensor with complete and accurate billing and contact information. This information includes Customer legal company name, street address, e-mail address, VAT number (if within the EU) and name and telephone number of an authorized billing contact. Customer agree to update this information within 30 days of any change to it. If the contact information Customer have provided is false or fraudulent, Licensor reserves the right to terminate Customer access to the Service in addition to any other legal remedies.
- 31.10. If Customer disputes a charge on an invoice, it may withhold payment of that charge so long as Customer makes full payment of all undisputed charges. The parties will cooperate to resolve any disputed charge as soon as possible.

## 32. TAXES

- 32.1. Licensor shall be entitled to invoice Customer for all Taxes applicable to the Licenses or Consulting Services that it is entitled or required by applicable law to collect from Customer.
- 32.2. Customer may withhold Taxes from payments to Licensor as required by Law. Customer will provide to Licensor such receipts or other documentation as will enable Licensor to take credit for any such Taxes on its tax returns.

## 33. NON-PAYMENT AND SUSPENSION

- 33.1. In addition to any other rights granted to the Licensor herein, the Licensor reserves the right to suspend or terminate the Customer's access to the Service if the Customer's account becomes delinquent (falls into arrears) for more than 30 days after receipt by Customer of a summons to pay by Licensor. The Customer will continue to be charged for the Cloud Service during any period of suspension.

## 34. PUBLICITY

- 34.1. As the Service is a hosted, online application, Licensor occasionally may need to notify all users of the Service of important announcements regarding the operation of the Service.
- 34.2. As a paying customer of the Service, Customer agree that Licensor can disclose the fact that Customer are a paying customer and the Edition of the Service that Customer are using.
- 34.3. Notwithstanding any limitations set forth in Sections 18.1, none of such limitations apply to information about the existence and content of this agreement that Licensor may be required to make public in compliance with the EU Market Abuse Regulations (MAR). Licensor shall limit any such disclosure to the information that is required by the MAR.

## 35. GOVERNING LAW, CONTRACTING ENTITY, AND DISPUTE RESOLUTION

- 35.1. This Agreement and any Order or Provisioning Schedule will be governed and construed in accordance with the laws of the jurisdiction applicable to the Customer's domiciliation according to 35.5 below, excluding its conflict of law provisions. The Parties hereby exclude the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 35.2. In the event of any disagreement regarding this Agreement concerning any matter other than an alleged breach or violation of an obligation of confidentiality or non-use, or Customer's use of Licensor's Intellectual Property Rights, prior to the commencement of any formal proceedings, they shall attempt in good faith to reach a negotiated resolution by designating a representative of appropriate authority to resolve the dispute.
- 35.3. If, through such negotiation, a settlement is not achieved within ten (10) business days after either Party requests negotiations pursuant to Section 35.2, either Party may proceed with arbitration proceedings as provided in Section 35.4 below.
- 35.4. All disputes arising out of or in connection with this Agreement, except for disputes concerning a Party's Intellectual Property, shall be finally settled without appeal by arbitration under the Rules of

Arbitration of the International Chamber of Commerce then in force. The venue of the arbitration shall be the location specified in 35.5 and the arbitration proceedings shall be conducted in English. The arbitral tribunal shall be composed of three arbitrators to be appointed as follows: each Party shall appoint an arbitrator and the two arbitrators appointed by the Parties shall then appoint a third arbitrator who shall act as chairman of the arbitral tribunal. In case the third arbitrator is not appointed within thirty (30) calendar days from the appointment of the later of the two arbitrators appointed by the Parties or one of the Parties has not appointed its arbitrator within thirty (30) calendar days from the notice of the appointment of the arbitrator by the other Party, the third arbitrator and/or the arbitrator not appointed by the relevant Party shall be appointed by the International Court of Arbitration of the International Chamber of Commerce upon request of either Party. The arbitral tribunal shall indicate in the award the allocation among the disputing Parties of the costs and expenses pertaining to the arbitration procedure. The Parties reserve the right to seek injunctive or interim relief from ordinary courts of competent jurisdiction.

35.5. Table of contracting entity provisions.

If Customer is domiciled in:	The Comintelli entity entering into this agreement is	Notices should be addressed to:	Governing law is:	Currency of Orders is:	Business Hours are:
North or South America	Comintelli Inc	Comintelli Inc, Legal office 1699 E. Woodfield Road, Schaumburg, IL 60173, USA	The laws of Illinois, USA	USD	09.00 to 17.00 US CST normal working days of the week (excluding public holidays, weekends and otherwise by Licensor clearly stated dates of non-working days) in Illinois.
Rest of the World	Comintelli AB	Comintelli AB Legal office Kista Sciance Tower, 164 51 Kista, Sweden	The laws of Europe	EUR	“Business Hours” means 09.00 to 17.00 US CET normal working days of the week (excluding public holidays, weekends and otherwise by Licensor clearly stated dates of non-working days) in Sweden.

36. MISCELLANEOUS

- 36.1. Amendments. The terms and conditions of this Agreement, including the provisions of the attachments hereto, may be amended by mutually agreed written agreement only. Each amendment shall be in writing and shall identify the provisions to be changed and the changes to be made. Without limiting any other provision of this Agreement, any acknowledgment form or other like document of either party containing terms and conditions of sale, purchase or delivery shall not have the effect of modifying the terms and conditions of this Agreement unless explicitly stated.
- 36.2. Assignment. Either Party may assign this Agreement in its entirety to an Affiliate upon written notice to, but without the consent of the other Party. Upon such assignment, and an assumption of liability hereunder by assigning party’s assignee, such party shall be discharged of any further liability pursuant to this Agreement. Either Party may assign this Agreement in connection with a divestiture, merger or reorganization, or the sale of substantially all of its assets.
- 36.3. Cumulative Remedies. Except as specifically identified as a party’s sole remedy, any rights of cancellation, termination, liquidated damages or other remedies set forth in this Agreement, are cumulative and are not exclusive of any other remedies to which the injured party may be entitled.



- 36.4. Headings. Headings are inserted for ease of reference only and shall not affect the interpretation of this Agreement or be used to define, limit, or enlarge the scope of this Agreement or any of the obligations herein.
- 36.5. Notices. Any notices pursuant to this Agreement shall be in writing and shall be sent to a party at the Notices Address as set forth in 35.5 for the Licensor and on the Order for the Customer respectively or at such other addresses as may be specified by a party by like notice. Notice will be deemed to have been duly given upon receipt if sent by an express courier delivery service which provides signed acknowledgments of receipt, sent to either party by personal delivery, or upon receipt if sent by electronic mail and receipt is confirmed by non-automatic reply electronic mail. Either party may change its address by written notice to the other party. Any notice given under or in connection with this Agreement shall be in the English language unless otherwise required by applicable law in which case an English translation shall be provided together with the notice.
- 36.6. Policies. Any Licensor policies referenced herein apply to Licensor operations and deliveries at each time and may from time to time be amended by Licensor in its own discretion. At each time current Licensor policies are available on [www.comintelli.com/termsandpolicies](http://www.comintelli.com/termsandpolicies).
- 36.7. Relationship of Parties. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between the Parties. The Parties expressly disclaim such relationship, agree that they are acting solely as independent contractors hereunder and agree that the Parties have no fiduciary duty to one another or any other special or implied duties that are not expressly stated herein. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities of the other Party, its agents, or employees. The Parties are not authorized to incur debts or obligations of any kind, on the part of or as agent for the other except as may specifically be authorized in writing.
- 36.8. Severability. If any provision of this Agreement is judged by any court, tribunal or administrative body of competent jurisdiction to be invalid or unenforceable, the defective provision shall first be revised, limited or amended, consistent with the general intent of the provision, such that it is valid and enforceable, and the remaining provisions shall be unaffected and shall remain enforceable.
- 36.9. Survival. Expiration or termination of this Agreement for any reason shall not release either party from any liability or obligation set forth in this Agreement which the parties have expressly agreed will survive any such expiration or termination. Furthermore, terms and provisions contained in this Agreement that by their nature extend beyond the term of this Agreement shall survive the expiration or termination of this Agreement.
- 36.10. Waiver. Failure or delay by either Party in enforcing or partially enforcing a provision of this Agreement will not be construed as a waiver of its rights. A waiver by one Party of a breach or default by the other Party will not be deemed a waiver of a subsequent breach or default and will not affect the other terms of this Agreement. Any waiver of this Agreement or of any covenant, condition, or agreement to be performed by a party under this Agreement shall (i) only be valid if the waiver is in writing and signed by an authorized representative of the party against which such waiver is sought to be forced, and (ii) apply only to the specific covenant, condition or agreement to be performed, the specific instance or specific breach thereof and not to any other instance or breach thereof or subsequent instance or breach.