

SOFTWARE AS A SERVICE TERMS AND CONDITIONS

These Software as a Service Terms and Conditions (“Terms”) constitute a legal agreement between Stationwise, Inc., a Delaware corporation (“Company”), and the customer identified on each applicable SaaS Order Form (“Customer”). Company and Customer are herein referred to individually as a “Party” and collectively as the “Parties”. The Company is willing to make the Subscription Services (as defined below) available to Customer only as set forth in these Terms and each applicable SaaS Order Form. All terms with initial letters that are capitalized herein but which are not otherwise defined herein shall have the meanings set forth in each applicable SaaS Order Form. These Terms, its exhibits and attachments, and each applicable SaaS Order Form are collectively referred to herein as the “Agreement”.

1. ACCESS RIGHTS; SUBSCRIPTION SERVICES; OWNERSHIP

1.1 Right to Access. Subject to the terms of this Agreement and any limitations set forth within the Applications (as defined below), Company grants to Customer a nonexclusive, nontransferable, revocable, non-licensable limited right to access and use (the “Access Rights”) its proprietary software as a service offering for fire department scheduling, communications, budgeting, reporting, record storage and related matters, as updated and modified from time to time (the “Subscription Services”), as set forth in each applicable SaaS Order Form, through certain downloadable software applications or an online web portal as made available by Company from time to time (collectively, the “Applications”), solely during the Term. Customer acknowledges and agrees that Company offers certain access rights and certain features and functionality of the Subscription Services to customers on a differentiated basis, and Company may offer from time-to-time different subscription plans, levels, or packages with respect to such rights, features, and functionality, for example with respect to Customer’s available data storage or with respect to the number and type of Customer’s permitted Authorized Users. Customer’s Access Rights include only the features and functionality set forth in each applicable SaaS Order Form and may be exercised only with respect to the number of Customer fire stations (each a “Battalion” and collectively, the “Battalions”) specified in each applicable SaaS Order Form.

1.2 Users. The Subscription Services may be used only by Customer’s Authorized Users. As used herein, an “Authorized User” is (a) an employee or contractor of Customer authorized by Customer to access and use the Subscription Services; or (b) any other individual designated by Customer as an Authorized User and authorized by Customer to access and use the Subscription Services. Authorized Users will have different rights, features, and functionality within the Subscription Services based on the role or type of each such Authorized User (each, a “User Type”), and Customer is solely responsible for assigning and designating each Authorized User to be the appropriate User Type within and as set forth in the Subscription Services. For the avoidance of doubt, Company shall have no liability relating to or arising from the authorization of any individual as an Authorized User or relating to or arising from the designation of any Authorized User as a particular User Type. Customer acknowledges and agrees that it is responsible for all fees incurred in connection with the designation or authorization of Authorized Users by each Administrative User (as defined below), as set forth in each SaaS Order Form. Customer will at all times be responsible for any breach of these Terms by any Authorized User, regardless of whether such action was authorized by Customer or not and regardless of whether or not any Authorized User has separately agreed to any end user license with Company. Any action taken by an Authorized User, or omission of an Authorized User, in connection with the Subscription Services shall be deemed to be an action taken by or omission of Customer for purposes of compliance with these Terms.

- 1.3 Administrative User(s).** Company will grant at least one (1) Authorized User administrative control over Customer's account as provided by and through the administrative portal of the Subscription Services (each, an "Administrative User"), which may include the ability to designate or un-designate individuals to be Authorized Users, set permissions, revoke access, edit certain content uploaded via the Subscription Services, and otherwise configure certain of Customer's settings within the Subscription Services.
- 1.4 Technical Requirements.** Customer and its Authorized Users are responsible for procuring and operating all computer systems, software, and telecommunications services required to meet the minimum technical specifications necessary for Authorized Users to access and use the Subscription Services as they exist from time to time, and Customer or any Authorized User may be unable to access or utilize some or all aspects of the Subscription Services unless such minimum technical specifications are met.
- 1.5 Ownership.** The Applications, the Subscription Services, including without limitation all software code related to the foregoing, the Analytics (as defined below), the Documentation, Company Content, all other content and materials that are not Customer Inputs (as defined below) or User Data (as defined below) that appear in the Applications and in the Subscription Services, and all improvements, modifications, derivative works or innovations made to each of the foregoing and all intellectual property rights in each of the foregoing (including all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law) are the exclusive property of Company and its licensors, even if such improvements, modifications, derivative works or innovations result from suggestions, enhancement requests, recommendations or other feedback provided by Customer or any Authorized User. Except for the Access Rights expressly granted herein, all rights in and to all of the foregoing are reserved by Company. For purposes of this Agreement, "Documentation" means the textual or graphical materials provided or made available by Company that describe the features, functions, and use of the Subscription Services, as updated from time to time by Company. These Terms do not convey to Customer any rights of ownership or other intellectual property rights in, to, or under any Subscription Services. Nothing in these Terms will be deemed to grant to Customer any right to receive a copy of any software underlying the Applications or Subscription Services, in either object or source code form. Company shall own all intellectual property rights related to any feedback, comments, or suggestions Customer or its Authorized Users provide to Company with respect to the Subscription Services, and Customer hereby assigns all such intellectual property rights to Company.
- 1.6 Analytics.** As used herein, "Analytics" means information, data, statistics, metadata, inferences, interrelationships, and/or associations generated by or from the Subscription Services, or regarding Customer's or its Authorized Users' use of the Subscription Services, including without limitation performance metrics. Company may create, collect, use and disclose Analytics for product improvement and other Company business purposes. Analytics will not identify Customer or any Authorized User as the source of the information or include any Personal Information.
- 1.7 Suspension.** Company may suspend Customer's or any Authorized User's Access Rights at any time in the event that (a) any payment due to the Company from Customer is more than five (5) business days past due; (b) a reasonable threat to the technical security or technical integrity of the Subscription Services exists, provided that Company promptly recommences performance upon the cessation of the threat; or (c) if Company reasonably determines that Customer or any

Authorized User has otherwise violated any of these Terms and provided the Customer with notice thereof and at least ten (10) business days to cure such violation. For the avoidance of doubt, Customer's obligation to pay the Fees (as defined below) set forth in each applicable SaaS Order Form shall continue in full force and effect during any suspension of access to the Subscription Services under these Terms. Company shall not be liable to Customer, any Authorized User, or any third party for any suspension of Access Rights under this Agreement.

2. CUSTOMER RESPONSIBILITIES

- 2.1 Access Credentials.** Customer will safeguard, and ensure that all Authorized Users safeguard, the devices, computers, and networks used to access the Subscription Services and safeguard all login information, passwords, identity and security protocols, and policies through which Authorized Users access and use the Subscription Services ("Access Credentials"). Customer agrees to: (1) keep its Access Credentials secure and confidential and not to allow any of Customer's Authorized Users to provide their Access Credentials to anyone else; and (2) not permit any individual who is not an Authorized User to use any Access Credentials. For the avoidance of doubt, Customer may not allow, permit, or authorize the use of any Authorized User's Access Credentials by more than one individual, and Customer shall ensure that each Authorized User does not share or allow any other individual to utilize such Authorized User's Access Credentials. Customer will notify Company and will ensure that Authorized Users notify the Company immediately (within 48 hours) if Customer or any Authorized User learns of any unauthorized use of any Access Credentials or any other known or suspected breach of security relevant to the Subscription Services. Company reserves the right, in its sole discretion and without liability to Customer or its Authorized Users, to take any action Company deems necessary or reasonable to ensure the security of the Subscription Services and Customer's Access Credentials and account, including suspending or terminating Customer's access or the access of any of Customer's Authorized Users, changing passwords, or requesting additional information to authorize activities related to Customer's account.
- 2.2 Representations.** Customer represents and warrants that: (a) it has full power and authority to enter into each applicable SaaS Order Form and perform its obligations and comply with the requirements set forth in this Agreement; (b) the person signing each applicable SaaS Order Form on Customer's behalf has been duly authorized and empowered to enter into it and to this Agreement; (c) it has a valid and binding agreement with each Authorized User or with the legal entity that employs each Authorized User, pursuant to which Customer can enforce the compliance of such Authorized User with this Agreement; and (d) it will perform its obligations and exercise its rights hereunder in conformance with all applicable laws, rules, regulations and guidelines, including, without limitation, those related to privacy and data security. Customer represents that all information Customer or any Authorized User provides to Company through the Applications or otherwise as part of its account registration and at any other time during or after the account registration will be true, accurate, complete, and current and that Customer and each Authorized User will promptly update all such information as necessary such that it is, at all times, true, accurate, complete, and current.
- 2.3 General Restrictions on Use.** Customer shall comply with all applicable laws in its use of the Subscription Services and agrees not to act outside the scope of the rights that are expressly granted by this Agreement. Customer will not, and shall ensure that the Authorized Users will not, (a) make the Subscription Services available to anyone other than the Authorized Users; (b) commercially exploit, sell, resell, license, sublicense, rent, lease, or distribute the Subscription Services or include any Subscription Services or any derivative works thereof in a service bureau

or outsourcing offering except as expressly set forth in this Agreement; (c) copy, photograph, or otherwise reproduce any part of the Subscription Services, including any Platform Content, or modify or make derivative works based upon the Subscription Services, including any Platform Content; (d) create internet “links” to the Subscription Services or “frame” or “mirror” any portion of the Subscription Services on any other website, software application, server, or device; (e) use or access the Subscription Services for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes; (f) remove or obscure any proprietary or other notices contained within the Subscription Services or on any materials provided by or through the Subscription Services, including any reports or data printed or downloaded from the Subscription Services; (g) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the object code or source code from which any software component underlying the Subscription Services are compiled or interpreted, reverse engineer any output of the Subscription Services, or otherwise attempt to discover or recreate any method of service or algorithm of a Subscription Service; (h) use the Subscription Services, any output, or any other data derived therefrom to develop, train, fine-tune, validate, or improve any artificial intelligence, machine learning, deep learning, or other algorithmic, statistical, or inference-based model or system; (i) interfere with or disrupt the integrity or performance of the Subscription Services, the Applications, or the data contained therein or disrupt any servers or networks connected to the Subscription Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Subscription Services; (j) disable or circumvent any security measures used by the Subscription Services or otherwise attempt to gain unauthorized access to any portion or feature of the Subscription Services or any other systems or networks controlled by Company; or (k) utilize the Subscription Services in order to send spam or other duplicative or unsolicited messages or to send or store Prohibited Content (as defined below). All limitations and restrictions in this Agreement regarding the Subscription Services also apply to the Documentation made available to Customer or Authorized Users. Customer will promptly notify Company if Customer becomes aware or reasonably suspects that the Subscription Services are being used for any illegal or unauthorized purpose, including, without limitation, where such use is being conducted by an Authorized User.

3. PLATFORM CONTENT; CUSTOMER INPUTS; USER DATA

3.1 Platform Content. Company may provide certain information, data, and other content on or through the Applications or Subscription Services (“Company Content”). The Subscription Services may from time to time include, feature, or link-to information, data, and other content or websites from third parties (collectively, the “Third Party Content” and together with Company Content, the “Platform Content”). IT SHALL BE CUSTOMER’S AND EACH AUTHORIZED USER’S RESPONSIBILITY FOR DETERMINING THE SUITABILITY OF THE SUBSCRIPTION SERVICES AND ANY PLATFORM CONTENT FOR THE USE BY CUSTOMER AND EACH SUCH AUTHORIZED USER. CUSTOMER IS RESPONSIBLE FOR DETERMINING WHETHER ANY PLATFORM CONTENT IS RELEVANT, APPROPRIATE, OR SUFFICIENT FOR CUSTOMER’S PURPOSES. ALL PLATFORM CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND COMPANY MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PLATFORM CONTENT, INCLUDING WITHOUT LIMITATION WITH RESPECT TO ITS COMPLETENESS, CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.

3.2 Customer Inputs; Customer Marks. The Subscription Services may include the ability for the Customer and Authorized Users to upload and/or enter certain content, including without limitation User Data, text, writing, videos, images, photos, audio clips, graphics information,

software, code, and any other types of content and including without limitation in connection with any messaging in or through the Subscription Services (collectively, “Customer Inputs”). As between Customer and Company, Customer owns all right, title, and interest in and to the Customer Inputs. Customer hereby grants to Company a non-exclusive, royalty-free license, to access, use, and copy the Customer Inputs as necessary to provide the Subscription Services, including without limitation for troubleshooting purposes, and to create the Analytics. Customer also hereby grants Company a non-exclusive, royalty-free license to use and copy Customer’s name, applicable trademarks, and other branding within the Subscription Services and Applications solely in connection with Company’s provision of the Subscription Services to Customer’s Authorized Users.

- 3.3 User Data.** The Subscription Services may include functionality that allows certain Authorized Users to directly or indirectly upload and/or enter certain content, including without limitation data, text, writing, videos, images, photos, audio clips, graphics information, software, code, and any other types of content (collectively, “User Data”). As between Customer and Company, Customer owns all right, title, and interest in and to the User Data. Customer hereby grants to Company a non-exclusive, royalty-free license, to access, use, and copy User Data as necessary to provide the Subscription Services, including without limitation for troubleshooting purposes, and to create the Analytics.
- 3.4 Customer Responsibility for Customer Inputs.** As between Company and Customer, Customer is solely responsible for the accuracy and quality of the Customer Inputs. Customer represents, warrants, and covenants that it has, and will have as required under this Agreement, the legal right, title, interest and authority to provide Company with access to, use of, and license to the Customer Inputs and such access, use and license will not cause a breach of any third-party agreement, violate any right of a third party, or any applicable law. Customer represents and warrants that the Customer Inputs will not include any content or other data that: (a) is defamatory, libelous, abusive, obscene, pornographic, or harmful; (b) is unlawful, tortious, or fraudulent; (c) has been obtained in violation of Customer’s privacy policies or equivalent terms or that includes information or data of any type (including photos or videos) from or of a person to which such person has not consented; (d) includes information protected under any law, agreement, or fiduciary relationship, including but not limited to, proprietary or confidential information of others, without all necessary authorizations, permissions, and consents; (e) infringes, misappropriates, breaches, or violates the intellectual property, privacy, or publicity rights of any person or entity; or (f) contains any viruses, Trojan horses, spyware, malware, ransomware, worms, time bombs, cancelbots, or other disabling or harmful computer code, file, script, agent, or program (the content described in subsections (a) through (f) collectively, “Prohibited Content”). Without limiting the generality of the foregoing, Customer represents, warrants and covenants that at all times during the Term, it will have provided all notices, and obtained all consents, reasonably necessary for Company to access and use the Customer Inputs to provide the Subscription Services.
- 3.5 Monitoring.** Company has no obligation to monitor any Customer Inputs. Company does, however, reserve the right to monitor Customer Inputs and further reserves the rights to remove or refuse to accept, store, post, or display any Customer Inputs; to disclose Customer’s name, contact information, and other information to any third party who claims that any Customer Inputs violate any rights of a third party; and to terminate or suspend Customer’s or any Authorized User’s access to all or part of the Subscription Services.

- 3.6 Security of Customer Inputs.** Company will implement and maintain physical, technical, and administrative safeguards that are reasonably designed to protect the security, confidentiality, and integrity of the Customer Inputs.
- 3.7 Privacy Policy.** To the extent the Customer Inputs include any Personal Information, Company and Customer will comply with their respective obligations set forth in the data processing addendum attached as Attachment 1 (the “Data Processing Addendum”). As used herein, “Personal Information” shall have the meaning given to such term in the Data Processing Addendum.

4. FEES AND PAYMENT

- 4.1 Fees.** In consideration for the rights granted hereunder, Customer will pay to Company the fees (the “Fees”) as set forth in each applicable SaaS Order Form, and unless otherwise waived by Company, third party vendor expenses and travel expenses that may be incurred during the delivery of the Subscription Services will be charged separately at actual incurred cost subject to Customer’s approval. Unless otherwise specified in each applicable SaaS Order Form, all invoices issued by Company will be due and payable net thirty (30) days after Customer’s receipt. All Fees are nonrefundable, except as expressly otherwise set forth herein, and will be paid in U.S. dollars and exclude all applicable sales, use, and other taxes. Any Fees or expenses that are not paid when due are subject to interest at one and a half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. The Fees do not include applicable taxes. Upon each Renewal Term (as defined below), the Fees will increase at a rate of five percent (5%) per annum until the expiration or earlier termination of the applicable SaaS Order Form.
- 4.2 Taxes.** Unless otherwise stated, the Fees do not include any applicable sales, use, or similar taxes, assessable by any local, state, provincial, federal or foreign jurisdiction, but excluding taxes on Company’s income or assets (collectively, “Taxes”). Customer is responsible, and Company shall have no liability, for paying all Taxes applicable to Customer’s purchases hereunder. If Company elects to pay or collect any such Taxes, the appropriate amount of such Taxes shall be invoiced to and paid by Customer unless Customer provides Company with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer will make all payments to Company free and clear of, and without reduction for, any Taxes.

5. CONFIDENTIALITY

- 5.1 Confidential Information.** “Confidential Information” means all information and materials disclosed by or on behalf of a Party (the “Disclosing Party”) to the other Party (the “Receiving Party”), whether orally or in writing, that are designated as confidential, either marked in writing where possible, or identified as such and confirmed in writing, or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each Party shall include business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. For the avoidance of doubt, the Subscription Services, the Platform Content, the Analytics, and the Fees constitute Confidential Information of Company, and the Customer Inputs constitute Confidential Information of Customer. For purposes of this Section 5, disclosure of Confidential Information by or to any Authorized User shall be deemed disclosure of Confidential Information by or to Customer, as applicable.
- 5.2 Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement, and will

disclose the Confidential Information of the Disclosing Party only to the service providers of the Receiving Party (or if the Receiving Party is Customer, only to the service providers or Authorized Users of Customer) who have a need to know such Confidential Information in connection with this Agreement or the use or operation of the Subscription Services and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. Both Parties acknowledge and agree that the Disclosing Party may be irreparably harmed by any violation of this Section 5 and that the use of the Confidential Information for any purpose other than that stated herein may, among other things, enable the Receiving Party or other third parties receiving such Confidential Information to compete unfairly with the Disclosing Party. Therefore, in the event of a breach or threatened breach, the Disclosing Party shall be entitled, in addition to all other rights and remedies available at law or in equity, to seek (a) an injunction restraining such breach; or (b) a decree for specific performance of the applicable provision of this Agreement. Notwithstanding the termination or expiration of this Agreement, the obligations of the Receiving Party, with respect to the Confidential Information of Disclosing Party, shall be in full force and effect as follows: (i) in the case of any information or materials that constitute a trade secret within the meaning of applicable law, for as long as such information and materials remain a trade secret, or (ii) in the case of any other information or materials, during the Term and for five (5) years following the termination or expiration of the Term. Customer shall ensure that all Authorized Users adhere to the provisions of this Section 5 and maintain the confidentiality of Company's Confidential Information. Customer shall be liable for any breach of this Section 5 by an Authorized User.

- 5.3 Exceptions.** The Receiving Party's obligations under this Section 5 will not apply to any portion of the Disclosing Party's Confidential Information if such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who was not subject to an obligation of confidentiality; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party, as permitted by applicable law, rules and regulations, notifies the Disclosing Party of such required disclosure in writing promptly, and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

6. DISCLAIMER OF WARRANTIES

- 6.1 Disclaimer of Warranties.** COMPANY MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, WHETHER, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION REGARDING THE SUBSCRIPTION SERVICES, OR OTHERWISE WITH RESPECT TO THE SUBJECT MATTER OF THESE TERMS AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS AS WELL AS ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. Company shall not be responsible for ensuring and does not represent or warrant that: (i)

the Subscription Services will meet Customer's business requirements; (ii) the Subscription Services will be error-free or uninterrupted or that the results obtained from its use will be accurate or reliable; or (iii) all deficiencies in the Subscription Services can be found or corrected. Company will not be responsible for loss or corruption of data, in each case caused by acts within the control of Customer or any Authorized User or otherwise outside of the control of Company.

7. INDEMNIFICATION

- 7.1** Customer shall indemnify, defend and hold harmless Company, its directors, officers, employees, and agents, and its licensors and suppliers from and against any and all losses, damages, liabilities, fines, reasonable attorneys' fees, court costs, and expenses (collectively "Losses"), arising from any third-party claims, actions, proceedings, investigations, or litigation (any of which, a "Claim") arising from (a) the gross negligence or intentional misconduct of Customer, (b) any Customer Inputs, including any Claim alleging that the Customer Inputs, or Customer's provision thereof, infringes the intellectual property or other rights of, or has otherwise damaged, a third party; (c) Customer's access to or use of the Subscription Services, except to the extent arising from Company's gross negligence, willful misconduct, breach of this Agreement, failure to comply with any applicable law, or infringement or violation of any third party's intellectual property rights; or (d) Customer's breach or failure to comply with this Agreement or any applicable law or regulation.
- 7.2** Company hereby agrees to defend, indemnify and hold harmless Customer and its officers, directors, employees and agents from and against any and all Losses that arise from a Claim that the Subscription Services, or Customer's use of the Subscription Services in accordance with the terms of this Agreement, infringes or violates a third party's intellectual property rights under any United States federal or state law. If Customer's use of the Subscription Services, or any feature of the Subscription Services, is in Company's opinion likely to be enjoined due to the type of infringement specified above, or if required by settlement, Company may, in its sole discretion: (a) substitute a substantially functionally similar service or feature; (b) procure for Customer the right to continue using the affected feature; or if (a) and (b) are in Company's opinion commercially impractical; (c) terminate Customer's access to the applicable Subscription Services or affected feature, or if deemed necessary by Company, terminate this Agreement, and refund to Customer any prepaid fees for any portion of the Term for which Customer has not received access to the Subscription Services. The foregoing indemnification obligation of Company shall not apply to the extent: (i) a Claim arises from a modification made to the Subscription Services by any party other than Company; (ii) a Claim arises from any unauthorized use of the Subscription Services; or (iii) a Claim arises from Customer's breach of the Agreement. **THIS SECTION SETS FORTH COMPANY'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.**
- 7.3** Each Party's agreement to indemnify, defend, and hold harmless the other Party and its respective indemnitees is conditioned upon the indemnified party: (i) promptly providing written notice to the indemnifying Party of any Claim, provided that failure to provide notice within such time frame will only relieve the indemnifying Party of its indemnification obligations hereunder if and to the extent that the indemnifying Party's ability to investigate and defend such Claim was prejudiced by such failure; (ii) permitting the indemnifying Party to assume full responsibility and authority to investigate, prepare for, settle, and defend against any such claim, demand, or action; and (iii) assisting the indemnifying Party, at the indemnifying Party's reasonable expense, in the investigation of, preparation for and defense of any such claim, demand, or action. The indemnifying Party may not compromise or settle any Claim in a manner that requires an

admission of wrongdoing of an indemnitee or that subjects an indemnitee to any non-indemnified monetary obligation or any continuing obligation, in any case without the prior written consent of the indemnitee.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 8.1, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBSCRIPTION SERVICES, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE SAAS ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE LIABILITY (THE "LIABILITY CAP"). THE LIABILITY CAP SHALL APPLY IN THE AGGREGATE AND NOT PER INCIDENT. THE LIABILITY CAP SHALL NOT APPLY TO (I) LIABILITY ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT; (II) LIABILITY THAT CANNOT LEGALLY BE LIMITED OR EXCLUDED; (III) CUSTOMER'S OBLIGATION TO PAY FEES OR ANY OTHER AMOUNTS DUE UNDER THIS AGREEMENT OR ANY SAAS ORDER FORM; OR (IV) AMOUNTS PAYABLE OR REIMBURSABLE BY A PARTY IN CONNECTION WITH A CLAIM UNDER SECTION 7 (INDEMNIFICATION). IN ADDITION, IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR ANY CLAIM MADE MORE THAN TWO YEARS AFTER THE TERMINATION OF THE SAAS ORDER FORM GIVING RISE TO SUCH CLAIM. THE LIMITATIONS IN THIS SECTION 8 APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

8.2 Exclusion of Consequential and Related Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR (I) LIABILITY ARISING FROM A PARTY'S FRAUD OR WILLFUL MISCONDUCT; (II) LIABILITY THAT CANNOT LEGALLY BE LIMITED OR EXCLUDED; OR (III) AMOUNTS PAYABLE OR REIMBURSABLE BY A PARTY IN CONNECTION WITH A CLAIM UNDER SECTION 7 (INDEMNIFICATION), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, BUSINESS, GOODWILL, OR USE, OR FOR ANY LOSS OF, DAMAGE TO, OR CORRUPTION OF DATA, OR FOR ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBSCRIPTION SERVICES, WHETHER ARISING UNDER STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE OR IN THE CONTEMPLATION OF THE PARTIES.

9. TERMINATION

9.1 Term. This Agreement becomes effective between the Company and Customer upon the date of the last signature to each applicable SaaS Order Form (the "Effective Date"). Unless otherwise set forth in an applicable SaaS Order Form, the "Initial Term" of this Agreement will be for one (1) year commencing on the Effective Date and shall remain in effect until this Agreement has expired or until its termination as provided in this Section 9. This Agreement shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the

“Term”) unless either Party provides at least ninety (90) days’ prior written notice of nonrenewal prior to the expiration of the then-current Term.

9.2 Early Termination. This Agreement may be terminated:

- a) by Company if Customer fails to timely make any payment due hereunder and fails to cure such default within ten (10) business days after receiving notice in writing from Company of such failure;
- b) by either Party (the “Non-breaching Party”) upon written notice containing an explanation of an alleged material breach to the other Party (the “Breaching Party”), if the Breaching Party materially breaches this Agreement and does not cure the material breach within thirty (30) days after receiving written notice thereof from the Non-breaching Party; or
- c) by either Party for convenience upon one hundred twenty (120) days’ prior written notice.

9.3 Termination Upon Bankruptcy or Insolvency. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other, in the event that (a) the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against such other Party, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of the other Party’s creditors.

9.4 Destruction of Customer Inputs. Company may destroy any Customer Inputs in its possession or control at any time after termination or expiration of this Agreement; provided, however, Company first makes such Customer Inputs available to Customer and provides Customer with at least thirty (30) days’ prior notice. Customer further agrees that Company shall not be liable to Customer or any third party for any such destruction.

9.5 Effect of Termination; Survival. Customer’s and each Authorized User’s right to access and use the Subscription Services shall terminate immediately upon the expiration or termination of this Agreement. Termination of this Agreement will not relieve Customer of the obligation to pay any Fees accrued or payable to Company prior to the effective date of termination or for the remainder of the Term. Sections 1.5 (Ownership), 1.6 (Analytics), 4 (Fees), 5 (Confidentiality), 6 (Disclaimer of Warranties), 7 (Indemnification), 8 (Limitation of Liability), 9 (Termination), and 10 (General) shall survive any termination or expiration of this Agreement.

10. GENERAL

10.1 Marketing. Company may issue a press release after the Effective Date regarding Customer’s use of the Subscription Services. Customer consents to Company publicly referring to Customer as a customer of Company, including on Company’s website and in sales presentations, and Company’s use of Customer’s logo for such purposes.

10.2 Governing Law; Jurisdiction. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Each Party hereby consents to the personal jurisdiction and venue in the state and federal courts located in the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods does not apply to these Terms.

- 10.3 Severability.** If any provision or portion of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions and portions of this Agreement will remain enforceable and the invalid or unenforceable provision or portion will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.
- 10.4 Waiver; Remedies.** Any waiver or failure to enforce this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.
- 10.5 Notices.** All notices under this Agreement shall be in writing and given to the other Party at the notice address set forth in each applicable SaaS Order Form. All notices shall be given (i) by delivery in person (ii) by a nationally recognized next day courier service (e.g., FedEx, etc.), (iii) by first class, registered or certified mail, postage prepaid, return receipt requested (iv) by facsimile provided that there is confirmation of receipt, or (v) by electronic mail, provided that there is confirmation of receipt. All notices shall be effective upon receipt by the Party to which notice is given. Each Party may change its address for receipt of notice by giving notice of such change to the other Party.
- 10.6 Entire Agreement.** To the maximum extent permitted by applicable law, this Agreement constitutes the entire agreement between the Parties as to its subject matter, and supersedes all previous and contemporaneous agreements, proposals and representations, written or oral, concerning the subject matter of this Agreement. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to the effectiveness of this Agreement except as expressly stated in this Agreement. Customer acknowledges and agrees that its agreement hereunder is not contingent upon the delivery of any future functionality or features not specified in this Agreement or dependent upon any oral or written, public or private comments made by Company with respect to future functionality or features for the Subscription Services. In the event of any conflict between the provisions in these Terms and each applicable SaaS Order Form, these Terms shall prevail unless the applicable SaaS Order Form expressly states that it is intended to amend or modify these Terms. No terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 10.7 Amendment.** This Agreement, including without limitation any SaaS Order Form pursuant hereto, may be amended or modified only by a writing signed by each of Company and Customer.
- 10.8 No Assignment.** Neither Party shall assign this Agreement without the prior written consent of the other Party; provided, however, that either Party is permitted to, without such consent, assign this Agreement to an affiliate or in connection with its merger, acquisition, or sale of all or substantially all of its assets or business to which this Agreement relates. Subject to the foregoing, this Agreement will inure to the benefit of and be binding upon each of the assigns and successors of the respective Parties.
- 10.9 Force Majeure.** Any delay in the performance of any duties or obligations of either Party (except the payment of money owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, epidemic, pandemic, or any other event beyond the control of such Party (any of which, a "Force Majeure"), provided that such Party uses reasonable efforts, under the circumstances, to notify the other Party of the cause of such delay and to resume performance as soon as possible.

- 10.10 Independent Contractors.** Company's relationship to Customer is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, and will not represent to any third party that it has, any authority to act on behalf of the other.
- 10.11 No Third-Party Beneficiaries.** Except as provided in this Agreement, this Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- 10.12 Counterparts; Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. A manually or electronically signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of the Agreement.
- 10.13 Construction.** The titles of the sections of this Agreement are for convenience of reference only and are not to be considered in construing this Agreement. Unless the context of this Agreement clearly requires otherwise: (i) references to the plural include the singular, the singular includes the plural, and the part includes the whole, (ii) "or" has the inclusive meaning frequently identified with the phrase "and/or," (iii) "including" has the inclusive meaning frequently identified with the phrase "including but not limited to" or "including without limitation," and (iv) references to "hereunder," "herein" or "hereof" relate to this Agreement as a whole. Any reference in this Agreement to any statute, rule, regulation or agreement, including this Agreement, shall be deemed to include such statute, rule, regulation or agreement as it may be modified, varied, amended or supplemented from time to time. The Parties agree that this Agreement shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either Party and that ambiguities shall not be interpreted against the drafting Party.

Attachment 1: Data Processing Addendum

This Data Processing Addendum (“DPA”) supplements and forms part of the Software as a Service Terms and Conditions (the “Terms”) between Company and Customer. Unless clearly stated otherwise, references to “Sections” in this DPA refer to sections of this DPA.

1. Definitions. All capitalized terms not defined in this DPA shall have the meanings set forth in the Terms. As used in this DPA, the capitalized terms below have the meanings set forth below.

- 1.1. “Data Breach” means any breach of security that leads to the accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Personal Information Processed by Company or a Sub-processor.
- 1.2. “Data Controller” means an entity that determines the purposes and means of the Processing of Personal Information.
- 1.3. “Data Processor” means an entity that Processes Personal Information on behalf of a Data Controller.
- 1.4. “Data Protection Laws” means all data protection and privacy laws applicable to the Processing of Personal Information under this DPA.
- 1.5. “Personal Information” means any information relating to an identified or identifiable natural person that is (i) included in Customer Inputs, and (ii) subject to the Data Protection Laws.
- 1.6. “Processing” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction, and “process,” “processes” and “processed” shall be interpreted accordingly.
- 1.7. “Sensitive Personal Information” means any of the following: (i) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (“PCI DSS”), or other personal financial account numbers; and (ii) Social Security Numbers.
- 1.8. “Services” means the services provided by Company to Customer under the Terms.
- 1.9. “Sub-processor” means any Data Processor engaged by Company to assist in fulfilling its obligations with respect to providing the Services pursuant to the Terms or this DPA.

2. Relationship with the Terms.

- 2.1. Except for the changes made by this DPA, the Terms remains unchanged and in full force and effect. If there is any conflict between this DPA and the Terms, this DPA shall prevail.
- 2.2. Any claims brought under or in connection with this DPA are subject to the terms and conditions, including but not limited to the exclusions and limitations of liability, set forth in the Terms.

3. Roles of the Parties; Processing of Personal Information.

- 3.1. Customer is the Data Controller of Personal Information and Company is a Data Processor of Personal Information.

- 3.2. Customer agrees that (i) it shall comply with its obligations under the Data Protection Laws in respect of its Processing of Personal Information and any Processing instructions it issues to Company; and (ii) Customer has provided all notices, and obtained all consents and rights, necessary under Data Protection Laws for Company to Process Personal Information and provide the Services as described in the Terms. Customer shall promptly notify Company and cease Processing Personal Information in the event any required authorization or legal basis for Processing is revoked or terminates. Customer further agrees that it shall not provide to Company any Sensitive Personal Information. Customer acknowledges that Company is not a payment card processor and that the Services are not intended to comply with PCI DSS. Company will have no liability under this DPA or the Terms for Sensitive Personal Information, notwithstanding anything to the contrary herein.
- 3.3. Company shall Process Personal Information only to provide the Services and for the purposes described in the Terms, or otherwise in accordance with Customer's documented and agreed-upon lawful instructions, unless Processing is required by applicable law.
4. **Data Security.** Each party shall take appropriate technical and organizational measures against unauthorized or unlawful Processing of Personal Information or its accidental loss, destruction, or damage. Company shall implement and maintain commercially reasonable technical and organizational security measures designed to protect Personal Information from Data Breaches. Notwithstanding the foregoing, Customer agrees that it is responsible for its secure use of the Services, including securing its account authentication credentials, protecting the security of Personal Information when in transit, and taking any appropriate steps to securely encrypt or backup Personal Information, as well as any security obligations outlined in the Terms.
5. **Data Breach Response.** Company shall notify Customer without undue delay after becoming aware of any Data Breach. Company shall make reasonable efforts to identify the cause of the Data Breach and shall undertake such steps as Company deems necessary and reasonable in order to remediate the cause of such Data Breach. Company shall provide information related to the Data Breach to Customer in a timely fashion and as reasonably necessary for Customer to maintain compliance with the Data Protection Laws.
6. **Sub-processors.** Customer acknowledges that Company may use Sub-processors to Process Personal Information. Company shall conduct commercially reasonable due diligence on any prospective Sub-processor to ensure that they are capable of materially meeting the security standards outlined in this DPA.
7. **Miscellaneous**
- 7.1. This DPA will be subject to the governing law identified in the Terms without giving effect to conflict of laws principles.
- 7.2. No one other than a party to this DPA, its successors and permitted assignees shall have any right to enforce any of its terms.