



MASTER AGREEMENT

THIS MASTER AGREEMENT ("Agreement") governs Customer's access and use of the Provider's Services. Customer accepts this Agreement by clicking acceptance, signing an Order Form, paying an invoice referencing this Agreement, or using a free trial. Capitalized terms are defined herein. The Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. Provider's direct competitors are prohibited from accessing the Services, except with Provider's prior written consent. This Agreement was last updated on July 10, 2026. It is effective between Customer and Provider as of the date of Customer's accepting this Agreement (the "Effective Date").

1. Definitions.

"**Affiliate**" means any entity controlling, controlled by, or under common control with the subject entity (i.e., more than 50% voting interest).

"**Authorized User(s)**" means Customer's employees, contractors, and agents authorized to access the Services under this Agreement.

"**Customer**" means in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into one or more Order Forms.

"**Customer Data**" means electronic information and data that is submitted by or for Customer or an Authorized User by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.

"**Documentation**" means manuals, specifications, and other materials Provider makes available describing the Services, as updated from time to time on Provider's website.

"**Order Form**" means an ordering document or online order that is entered into between Customer and Provider or any of their Affiliates specifying the Services to be provided hereunder and subscription term, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Provider Materials**" means the Services, Documentation, Provider Systems, and all other materials, software, and technology provided or used by Provider in connection with the Services. For the avoidance of doubt, Provider Materials include Resultant Data and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"**Services**" means the software products and professional services ordered by Customer under an Order Form or free trial, as described in the Documentation.

"**Third-Party Systems**" means Web-based, mobile, offline, or other software functionality that interoperates with a Service, that is provided by Customer or a third party and any of Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

2. Term and Termination.

2.1 Term. This Agreement commences on the Effective Date and continues until all subscriptions pursuant to any Order Form have expired in accordance with the stated subscription end date or have been terminated in accordance with the terms of this Agreement.

2.2 Renewal Term. The initial term of each subscription is as specified in the applicable Order Form (the "**Initial Term**"). Subscriptions auto-renew annually unless either party gives 90 days' written notice of non-renewal before the end of the current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

2.3 Termination. Either party may terminate for cause: (i) upon thirty (30) days' written notice to the other party of a material breach (including non-payment of fees owed) if such breach remains uncured at the expiration of such period, or (ii) immediately upon the other party's insolvency, bankruptcy, or similar proceeding.

2.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 2.3, Provider will refund Customer any prepaid fees covering the remainder of the Term of all Order Forms after the effective date of termination. If this Agreement is terminated by Provider in accordance with Section 2.3, Customer will pay any unpaid fees covering the remainder of the Term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Provider for the period prior to the effective date of termination.

3. Fees and Payment.

3.1 Fees.

(a) Customer shall pay all fees in Order Forms, including preapproved expenses. Except as otherwise specified in an Order Form, Fees are based on subscriptions purchased (not actual usage), are non-cancelable and non-refundable, and quantities cannot be decreased during the Term.

(b) After the Initial Term, Provider may increase subscription fees by up to seven percent (7%) at each Renewal Term.

(c) Fees for professional services are only fixed during the time period set forth on a specific Order Form and any change orders or new requests subject to a new Order Form will result in Customer being charged Provider's then standard market rates. Any promotional or one-time priced subscriptions for Services shall revert to Provider's then current list price.

3.2 Taxes. Fees exclude all taxes, levies, and governmental assessments of any nature (collectively, "**Taxes**"). Customer is responsible for all Taxes. If Provider must collect Taxes, it will invoice Customer unless Customer provides a valid exemption certificate. Provider is responsible for its own income, property, and employment taxes.

3.3 Payment. Unless otherwise stated in the Order Form, Fees are due within thirty (30) days of invoice or on the renewal date, whichever is earlier. Customer must provide accurate billing information. Provider is not required to integrate with Customer's payment portals or comply with prerequisites such as purchase orders or onboarding questionnaires.

3.4 No Deductions or Setoffs. All payments must be made in full without setoff or deduction (except tax withholdings required by law). Professional services prepayments are credited against monthly billings; unused balances shall expire twelve (12) months after the Order Form date.

3.5 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available, Provider may: (a) charge 1.5% monthly interest (or the legal maximum, if lower); (b) accelerate all unpaid fees such that all such obligations become immediately due and payable; (c) suspend Services after 7 days' written notice; and (d) recover all costs of collection, including reasonable attorneys' fees, whether or not litigation is commenced.

4. Provision of Services.

4.1 Access and Use. Subject to Customer's and Authorized Users' use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form, Provider will (a) make the Services available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Provider's obligations under this Agreement, except as otherwise specified in this Agreement, (c) provide Support Services as set forth in Section 7.2, (d) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Provider shall give advance electronic notice), and (ii) any unavailability caused by a Force Majeure Event, and (e) provide the Services in

accordance with laws and government regulations applicable to Provider's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services).

4.2 Protection of Customer Data. Provider will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Authorized Users). The terms of the data processing addendum available at Provider's website at <https://gomomentus.com/agreements-and-terms> ("DPA") posted as of the Effective Date are hereby incorporated by reference. To the extent personal data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Provider, its Processor Binding Corporate Rules, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement and in a format selected by Provider, Provider will make Customer Data available to Customer for export or download. After such 30-day period, Provider will have no obligation to maintain or provide any Customer Data and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited. Any Customer Data export or download that is requested outside of Provider's obligations under this Agreement shall be subject to mutual agreement and may be subject to an additional fee.

4.3 Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Services, or Provider Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Services and the Provider Materials, are and will remain with Provider.

4.4 Changes. Provider reserves the right, in its sole discretion, to make any changes or updates to the Services and Provider Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of Provider's Services to its customers; (ii) the competitive strength of or market for Provider's Services; or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the scope of Services. The parties shall evaluate and, if agreed, implement all such requested changes in accordance with a new Order Form. No requested changes to the scope of Services will be effective unless and until memorialized in a new written Order Form signed by both parties.

4.5 Suspension or Termination of Services. Provider may, suspend, terminate, or otherwise deny Customer's, or any Authorized User's access to or use of all or any part of the Services or Provider Materials, without any liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its sole discretion, that: (i) Customer or any Authorized User has failed to comply with any term of this Agreement, or accessed or used the Services beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of the Documentation; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities; or (iii) this Agreement expires or is terminated. If applicable, Provider will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

5. Use of Services.

5.1 Definition:

"**Harmful Code**" means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses; provided Harmful Code does not include any software, hardware, or other technology, device, or means used by Provider or its designee to disable Customer's or any Authorized User's access to or use of the Services automatically with the passage of time or under the positive control of Provider or its designee.

5.2 Subscriptions. Services are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal. Subscriptions for Services or additional Authorized Users may be added during a subscription term, and any pricing shall be prorated for the portion of the then current remaining Term; provided such additional Services or additional Authorized Users will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases

are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Provider regarding future functionality or features.

5.3 Usage Restrictions. Customer shall not, and shall not permit any Authorized User or any other person to, access or use the Services or Provider Materials except as expressly permitted by this Agreement. Any third-party materials that are not Provider Materials shall be subject to the applicable third-party license agreement between such third party and Customer. For purposes of clarity and without limiting the generality of the foregoing, Customer will not, and will ensure its Authorized Users do not:

- (a) make any Service available to anyone other than Customer or Authorized Users, or use any Service for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation;
- (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering;
- (c) use any Service for any unlawful purpose, or use a Service or Third-Party System to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;
- (d) use a Service or Third-Party System to store or transmit Harmful Code;
- (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein;
- (f) use automated scripts, bots, or other programmatic methods to interact with the Services in a manner that circumvents or degrades the controls, limits, or safeguards of the Services;
- (g) attempt to gain unauthorized access to any Service or its related systems or networks;
- (h) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit, or use any Services to access, copy or use any of Provider's Intellectual Property Rights except as permitted under this Agreement, an Order Form, or the Documentation;
- (i) modify, copy, or create derivative works of a Service or any part, feature, function or user interface thereof;
- (j) copy content except as permitted herein or in an Order Form or the Documentation;
- (k) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation;
- (l) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service, or otherwise attempt to extract, reconstruct, or derive by any means, including through systematic querying, probing, or reverse inference, the underlying logic, methodology, configuration, or architecture of any feature or functionality of the Services, or access or use a Service to (1) build a competitive product or service or otherwise compete with Provider, (2) build a product or service using similar ideas, features, functions or graphics of the Services, (3) copy any ideas, features, functions or graphics of the Services, or (4) determine whether the Services are within the scope of any patent; or
- (m) use any automated, system-generated, or algorithmically derived outputs, scores, recommendations, or results produced by the Services as the sole basis for decisions having material consequences for individuals, without independent human review of those outputs.

5.4 Usage Limits. Services are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, Provider may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Provider's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services promptly upon Provider's request, and/or pay any invoice for excess usage in accordance with Section 3.

6. Customer Obligations.

6.1 Definition.

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

6.2 Customer Systems and Cooperation. Throughout the Term, Customer will: (a) maintain its systems per the Documentation and use supported software versions; (b) cooperate with Provider as reasonably requested; (c) ensure Authorized Users comply with this Agreement; (d) be responsible for the accuracy, legality, and acquisition of Customer Data; (e) use reasonable safeguards to prevent unauthorized access and promptly notify Provider of any breach; (f) use the Services in compliance with this Agreement and applicable law; and (g) comply with Third-Party Systems’ terms. Provider is not liable for delays caused by Customer’s failure to perform.

6.3 Corrective Action. Upon becoming aware of any prohibited activity, Customer shall immediately: (a) take all reasonable steps to stop the activity and mitigate its effects, including revoking unauthorized access and erasing improperly obtained data; and (b) notify Provider.

7. Provider Support.

7.1 Definition.

(a) “**Provider Systems**” means the information technology infrastructure used by or on behalf of Provider in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Provider or through the use of third-party services.

7.2 Support Services. Subject to the terms and conditions of this Agreement, the Services include Provider’s standard customer support services (“**Support Services**”) a current copy of which is available at <https://gomomentus.com/agreements-and-terms> which version as of the Effective Date is attached hereto as Exhibit A (the “**Service Level Agreement**”). Provider may amend the Service Level Agreement from time to time in its sole discretion and such updates shall amend and replace Exhibit A.

7.3 Data Backup. The Provider Systems are programmed to perform routine daily data backups as set out in Provider’s backup policy in effect from time to time. Provider will deliver to Customer its then most current back-ups of Customer Data. In the event of any loss, destruction, damage, or corruption of Customer Data caused by the Provider Systems or Services, Provider will, as its sole obligation and liability and as Customer’s sole remedy, use commercially reasonable efforts to restore the Customer Data from Provider’s then most current backup of such Customer Data, provided such limitation shall not apply to any breach of Confidential Information.

7.4 Third-Party Products and Services. Provider may make available through configurations designed to interoperate with third-party products or services such as electronic signature providers. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any third-party provider, product or service is solely between Customer and such third-party and Provider does not guarantee the continued availability of such items.

8. Confidentiality.

8.1 Confidential Information. “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of Provider includes the Services, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving

Party. For the avoidance of doubt, the non-disclosure obligations set forth in this Section 8 apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Provider Services.

8.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel, and accountants ("Representatives") without the other party's prior written consent, provided that a party that makes any such disclosure to its Representatives will remain responsible for such Representative's compliance with this Section 8. Notwithstanding the foregoing, Provider may disclose the terms of this Agreement and any applicable Order Form to a contractor to the extent necessary to perform Provider's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

8.3 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8, the Receiving Party remains required by law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

9. Intellectual Property Rights.

9.1 Definitions.

(a) **"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(b) **"Resultant Data"** means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation or improvement of the Services.

9.2 Provider Materials. Subject to the limited rights expressly granted hereunder, all right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein, are and will remain with Provider and, with respect to third-party materials, the applicable third-party providers own all right, title, and interest, including all Intellectual Property Rights, in and to the third-party materials. All other rights in and to the Provider Materials are expressly reserved by Provider. In furtherance of the foregoing, Customer hereby unconditionally and irrevocably grants to Provider an assignment of all right, title, and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto. Customer has the right to access and use applicable content subject to the terms of applicable Order Forms, this Agreement, and the Documentation. Customer further grants to Provider and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and incorporate into the Services and other offerings any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or its Authorized Users relating to the operation or improvement of the Services, and Provider is under no obligation to use any such feedback.

9.3 Customer Materials. Subject to the limited rights expressly granted hereunder, as between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto. Customer grants Provider and its Affiliates a non-exclusive, worldwide, royalty-free license to access, process, store, and use Customer Data for the following purposes: (a) to provide, operate, maintain, and support the Services in accordance with this Agreement; (b) to monitor, maintain, and improve the performance, quality, and functionality

of the Services, including by analyzing patterns, errors, and usage to enhance how the Services operate; (c) to process, analyze, and derive insights from Customer Data, operate intelligent and automated features of the Services, and generate outputs, recommendations, scores, and results, in each case as necessary to deliver the features of the Services to Customer and its authorized users; and (d) to transmit Customer Data to authorized third-party infrastructure providers on a per-interaction basis, solely as necessary to deliver the features of the Services, provided that such providers are bound by obligations consistent with this Agreement and do not retain Customer Data beyond the transaction.

9.4 Acknowledgment. Customer acknowledges that the Services include intelligent and automated features, including artificial intelligence functionality, as described in Provider's product documentation and AI Transparency Documentation available [Here](#), and that Customer Data is processed by such features and transmitted to authorized third-party infrastructure providers. Without limiting the foregoing, the EU AI Act Addendum (available [Here](#)) is incorporated into this Agreement by reference and applies solely to the extent Customer's access to or use of the Services is subject to Regulation (EU) 2024/1689 (the "EU AI Act"). In the event of a conflict between the EU AI Act Addendum and the body of this Agreement with respect to its subject matter, the EU AI Act Addendum shall control.

9.5 Guardrails. Notwithstanding the foregoing license, Provider shall not sell, rent, or disclose Customer Data to third parties except as permitted under this Agreement and the DPA. The license granted in this Section survives termination only to the extent necessary for Provider to perform its post-termination obligations, including final deletion of Customer Data.

10. Representations and Warranties.

10.1 Mutual Representations and Warranties. Each party represents and warrants that: (a) it is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its incorporation or organization; (b) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

10.2 Additional Provider Warranties. Provider warrants it will perform the Services using qualified personnel in a professional, industry-standard manner. During the Term: (a) Documentation will accurately describe security safeguards; (b) Provider will not materially decrease Services' security; and (c) the Services will perform materially in accordance with the Documentation.

10.3 Additional Customer Warranties. Customer warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Provider and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable law.

10.4 DISCLAIMERS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY REGARDING THE ACCURACY, COMPLETENESS, TIMELINESS, OR FITNESS OF ANY OUTPUT, RESULT, SCORE, RECOMMENDATION, OR OTHER CONTENT PRODUCED BY AUTOMATED OR DATA-DRIVEN FEATURES OF THE SERVICES. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING SUCH OUTPUTS BEFORE RELYING ON OR ACTING UPON THEM. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED "AS IS," AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER. FOR THE AVOIDANCE OF DOUBT, IN THE EVENT CUSTOMER HAS ELECTED TO SUBSCRIBE TO ANY SERVICE, WHICH IS DESIGNED TO PROVIDE RISK RELATED RECOMMENDATIONS OR SUGGESTIONS, IT IS SPECIFICALLY AGREED BETWEEN THE PARTIES THAT PROVIDER HAS NO LIABILITY FOR ANY DAMAGES, INCIDENT, LOSS OR OTHER EVENT WHICH MAY OCCUR IN CONNECTION WITH CUSTOMER'S USE OF, OR FAILURE TO USE ANY INFORMATION OR RECOMMENDATIONS OBTAINED FROM OR GENERATED BY SUCH SERVICE.

11. Mutual Indemnification.

11.1 Definitions.

(a) “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise; including any claim of infringement or misappropriation of a party’s Intellectual Property Rights.

(b) “**Losses**” means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

11.2 Provider Indemnification. Provider shall indemnify, defend, and hold Customer harmless from and against any and all Losses incurred by Customer resulting from any Action by a third party (other than an Affiliate of Customer) that Customer’s use of the Services (excluding Customer Data) in accordance with this Agreement (including the Documentation) infringes or misappropriates such third party’s Intellectual Property Rights. The above defense and indemnification obligations do not apply if (a) the allegation does not state with specificity that the Services are the basis of the claim against Customer; (b) a claim against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Provider, if the Services or use thereof would not infringe without such combination; (c) a claim against Customer arises from Services under an Order Form for which there is no charge; (d) failure to timely implement any modifications, upgrades, replacements, version updates, or enhancements made available to Customer by or on behalf of Provider; or (e) a claim against Customer arises from a Third-Party Systems or Customer’s breach of this Agreement, the Documentation or applicable Order Forms.

11.3 Customer Indemnification. Customer shall indemnify, defend, and hold harmless Provider and its Affiliates, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a “Provider Indemnitee”) from and against any and all Losses incurred by such Provider Indemnitee resulting from any Action by a third party (other than an Affiliate of a Provider Indemnitee) arise out of or result from, or are alleged to arise out of or result from: (a) Customer Data, including any processing of Customer Data by or on behalf of Provider in accordance with this Agreement; (b) arising from Customer’s use of the Services in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form; (c) any other materials or information (including any documents, data, specifications, software, content, or technology) provided by or on behalf of Customer or any Authorized User, including Provider’s compliance with any specifications or directions provided by or on behalf of Customer or any Authorized User to the extent prepared without any contribution by Provider; and (d) allegation of facts that, if true, would constitute Customer’s breach of any of its representations, warranties, covenants, or obligations under this Agreement.

11.4 Indemnification Procedure. Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified pursuant to Section 11.2 or Section 11.3, as the case may be. The party seeking indemnification (the “Indemnitee”) shall cooperate with the other party (the “Indemnitor”) at the Indemnitor’s sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel of its choice to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action unless it unconditionally releases Indemnitee of all liability.

11.5 Mitigation. If any of the Services or Provider Materials are, or in Provider’s opinion are likely to be, claimed to infringe, misappropriate, or otherwise violate any third-party Intellectual Property Rights, or if Customer’s or any Authorized User’s use of the Services or Provider Materials is enjoined or threatened to be enjoined, Provider may, at its option and sole cost and expense: (a) obtain the right for Customer to continue to use the Services and Provider Materials materially as contemplated by this Agreement; (b) modify or replace the Services and Provider Materials, in whole or in part, to seek to make the Services and Provider Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and Provider Materials, as applicable, under this Agreement; or (c) by written notice to Customer, terminate this Agreement upon 30 days’ written notice and require Customer to immediately cease any use of any such infringing Services upon the date of such notice, provided Customer will be entitled to a refund of any prepaid fees covering the remainder of the term of the terminated subscriptions.

11.6 Sole Remedy. This Section 11 states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any third-party claim described in this section.

12. Limitations of Liability.

12.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12.2 CAP ON MONETARY LIABILITY. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S OR ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER ANY APPLICABLE ORDER FORM, OR LIMIT EITHER PARTY'S: (1) OBLIGATIONS NOT TO INFRINGE ON THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (2) INDEMNIFICATION OBLIGATIONS, OR (3) LIABILITY ASSOCIATED WITH GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

13. Miscellaneous.

13.1 Surviving Terms. The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: The sections titled “**Fees and Payment,**” “**Intellectual Property Rights,**” “**Confidentiality,**” “**Disclaimers,**” “**Mutual Indemnification,**” “**Limitations of Liability,**” “**Refund or Payment upon Termination,**” “**Surviving Terms**” “**Miscellaneous**” and “**Free Trial**” will survive any termination or expiration of this Agreement, and the section titled “**Protection of Customer Data**” will survive any termination or expiration of this Agreement for so long as Provider retains possession of Customer Data.

13.2 Relationship of the Parties. The parties are independent contractors. Nothing in this Agreement creates an agency, partnership, employment, or fiduciary relationship. Each party is responsible for its own employees' compensation and taxes.

13.3 Public Announcements. Provider may issue press releases and marketing materials about this Agreement without Customer's consent, including a press release upon signing.

13.4 Notices. Notices given pursuant to this Agreement, will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) the second business day after mailing if sent by a nationally recognized overnight courier, signature required; (c) except for notices of termination or an indemnifiable claim (“**Legal Notices**”), which shall clearly be identifiable as Legal Notices, the day of sending by mail.

13.5 Entire Agreement. This Agreement and all Order Forms are the entire agreement between the parties and supersede all prior agreements and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. Customer purchase orders or any other Customer order documentation (other than Order Forms) are void. In case of conflict: (1) Order Form, (2) this Agreement, (3) Documentation. Section headings are for convenience only.

13.6 Assignment. Neither party may assign this Agreement without the other's prior written consent (not to be unreasonably withheld), except to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets. This Agreement binds permitted assigns and successors.

13.7 Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a “Force Majeure Event”), including (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii)

strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of 30 days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt written notice to the other party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

13.8 No Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.9 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.10 Severability. If any provision is invalid or unenforceable, it will be severed and the remaining provisions remain in effect. The parties will negotiate in good faith to replace it with a provision that most closely achieves the original intent.

13.11 Export Compliance. The Services may be subject to U.S. and other export laws. Each party represents it is not on a U.S. denied-party list. Customer will not permit access from U.S.-embargoed countries (currently Crimea, Russia, Luhansk, Donetsk, Cuba, Iran, North Korea, or Syria) or in violation of export law.

13.12 Provider Contracting Entity, Notices. The Provider entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled are as stated on the following table:

For Customers domiciled in North America				
If Customer is domiciled in:	The Provider entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country in North America	Momentum Technologies, LLC	222 S Meramec Ave Suite 202-1083 St. Louis, MO 63105 Attn: Sales Operations, with a copy to Attn.: Legal Department	Texas and controlling United States federal law	Austin, Texas, U.S.A.
For Customers domiciled in Europe, the Middle East, or Africa				
If Customer is domiciled in:	The Provider entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Any country other than France or the United Kingdom	Ungerboeck Systems International GmbH	c/o Baker Tilly, Erika-Mann-Straße 63 / 3rd floor 80636 Munich Attn: Director, EMEA Sales Operations, with a copy to Attn.: Legal Department	Germany	Munich, Germany
United Kingdom	Ungerboeck Systems International GmbH	c/o Baker Tilly, Erika-Mann-Straße 63 / 3rd floor 80636 Munich Attn: Director, EMEA Sales Operations, with a copy to Attn.: Legal Department	England and Wales	London, England
France	Ungerboeck Systems International GmbH	c/o Baker Tilly, Erika-Mann-Straße 63 / 3rd floor 80636 Munich Attn: Director, EMEA Sales Operations,	France	Paris, France

		with a copy to: Legal Department		
For Customers domiciled in Asia or the Pacific Region				
If Customer is domiciled in:	The Provider entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
Asia or the Pacific Region	Momentus Technologies Pty Ltd	C/O Pitcher Partner Brisbane Level 38- Central Plaza 1 345 Queen Street Brisbane, QLD 4000 Attn.: Legal Department	Brisbane, Queensland, Australia	Brisbane, Queensland, Australia

13.13 Agreement to Governing Law and Jurisdiction. Each party submits to the governing law and exclusive jurisdiction listed in the table above. The UN Convention on the International Sale of Goods (CISG) and any law of any jurisdiction that would apply CISG or terms equivalent to CISG to this Agreement is excluded.

13.14 Free Trials. If Customer in an Order Form obtains a free trial or a one-hundred percent (100%) discounted Service, excluding any professional services Provider will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any paid Service subscriptions ordered by Customer for such Service(s), or (c) termination by Provider in its sole discretion; provided following the end of the free trial period the software subscription shall automatically renew at Provider's then market rate and be coterminous with all other Services unless notice of termination is provided by Customer 90 days prior to such end date. Additional trial terms and conditions may appear on the trial registration web page, if any, or Order Form and are incorporated into this Agreement by reference and are legally binding. ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING ANYTHING TO THE CONTRARY PROVIDER SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE PROVIDER'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, PROVIDER AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE.

13.15 Electronic Signatures. This Agreement may be signed manually or electronically with equal legal effect. Electronic signatures are only accepted in the designated signature block; emails, texts, or other communications acknowledging the Agreement do not constitute a binding signature.

13.16 Local Law Requirements: France.

With respect to Customers domiciled in France, the following provisions shall be applicable:

- (a) Section 10.2 "Additional Provider Warranties" is replaced by the following:

Additional Provider Warranties. During an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b)

Provider will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Third-Party Products and Services” section above, Provider will not materially decrease the overall functionality of the Services.

- (b) a new Section 13.10.1 is added as follows:

13.10.1 Exclusions. To the extent permitted under applicable law, the provisions of Article 1222 and 1223 of the French Civil Code shall in no event be applicable.

- (c) a new Section 13.10.2 is added as follows:

13.10.2 Language. The Parties agree that this Agreement and/or any Documentation and other information or policies referenced or attached to this Agreement may be in English.

- (d) a new Section 13.10.3 is added as follows:

13.10.3 Independence Towards Third Parties. For the avoidance of doubt, any third parties, including those Customers contracted with to provide consulting and/or implementation services in relation to the Services, are independent of Provider and Provider shall in no event be responsible for their acts or omissions, including when such acts or omissions impact Customer’s use of the Services.

- (e) In the event of any conflict between any statutory law in France applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

- 13.17 Local Law Requirements: Germany. With respect to Customers domiciled in Germany, Section 10 “Representations and Warranties”, Section 11.6 “Sole Remedy”, and Section 12 “Limitations of Liability” of this Agreement are replaced with the following sections respectively:

10. WARRANTIES FOR CUSTOMERS DOMICILED IN GERMANY

10.1 Agreed Quality of the Services. Provider warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) Provider will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the “Third-Party Products and Services” section above, Provider will not materially decrease the overall functionality of the Services.

10.2 Content. Provider is not designating or adopting content which is publicly available or from a third party as its own and assumes no warranty or liability for such content. The parties agree that the “10.3 Reporting of Defects,” “10.4 Remedies resulting from Defects” and “10.6 Exclusions” section shall apply accordingly to Provider’s responsibility in the event Provider is deemed responsible for such content by a court of competent jurisdiction.

10.3 Reporting of Defects. Customer shall report any deviation of the Services from the “10.1 Agreed Quality of the Services” section (“**Defect**”) to Provider in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Customer shall forward to Provider any useful information available to Customer for rectification of the Defect.

10.4 Remedies Resulting from Defects. Provider shall rectify any Defect within a reasonable period of time. If such rectification fails, Customer may terminate the respective Order Form provided that Provider had enough time for curing the Defect. In the “Refund or Payment upon Termination” section, sentence 1 and sentence 3 shall apply accordingly. If Provider is responsible for the Defect or if Provider is in default with the rectification, Customer may assert claims for the damage caused in the scope specified in the “Limitation of Liability” section below.

10.5 Defects in Title. Defects in title of the Services shall be handled in accordance with the provisions of Section 11 “Mutual Indemnification”.

10.6 Exclusions. Customer shall have no claims under this Section 10 “Representations and Warranties” if a Defect was caused by the Services not being used by Customer in accordance with the provisions of this Agreement, the Documentation, and the applicable Order Forms.

11.6 Liability resulting from Indemnification for Customers domiciled in Germany. The below “Limitation of Liability” section shall apply to any claims resulting from this “Mutual Indemnification” section.

12. LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY

12.1 Unlimited Liability. The Parties shall be mutually liable without limitation

- (a) in the event of willful misconduct or gross negligence,
- (b) within the scope of a guarantee taken over by the respective party,
- (c) in the event that a defect is maliciously concealed,
- (d) in case of an injury to life, body, or health, or
- (e) according to the German Product Liability Law.

12.2 Liability for Breach of Cardinal Duties. If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable Order Form is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable Order Form), the parties’ liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

12.3 Liability Cap. Unless the parties are liable in accordance with “Unlimited Liability” section above, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the 12 months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer’s and its Affiliates’ payment obligations under the “Fees and Payment” section above.

12.4 Scope. With the exception of liability in accordance with the “Unlimited Liability” section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party’s damages against the respective other party’s employees, agents, or bodies.

- 13.18 Local Law Requirements: Spain. With respect to Customers domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

EXHIBIT A SERVICE LEVEL AGREEMENT (“SLA”)

The purpose of the Service Level Agreement is to provide each Customer with the expectations for which issues reported to Provider will be captured, logged, reported on, and resolved.

1. Submitting Issues and Monitoring Progress

Customers can create a support ticket and monitor its progress via the Support Center. The URL to the Support Center will be provided by a member of your account team.

2. Initial Response Times

Ticket Severity	Target Response Time
Critical	1 hour
High	4 business hours
Normal	16 business hours

3. Definitions and Response Guidelines

Critical

Definition: Catastrophic impact to mission critical functionality resulting in extremely serious interruptions to the Services.

Examples of Critical Issues include:

- Services are down causing users to experience a total loss of Service
- Inability to use a feature or functionality that is currently relied upon for mission critical and time sensitive functionality that does not have any manual workaround
- Security of data integrity is severely compromised

Provider Responsibilities for Critical Issues:

- Provider hours of operation are 24/7/365 for Critical Issues
- Provider has a 24x7 commitment until resolution
- Provider will provide regular updates to Customer regarding progress towards resolution

Customer Responsibilities for Critical Issues:

- Enter a ticket through the Support Center ensuring that “Critical Priority” has been chosen at time of ticket submission.
- Designate Customer resource(s) to be available 7x24 to work with Provider on resolution
- Allow Provider to view the error and control your computer using remote connectivity software such as Teams
- Provide all the relevant information including, but not limited to:
 - a written description of the specific steps to recreate the issue including screen prints
 - full text copies of all error messages, including information in any Details window
 - diagnostic window information (click Shift+F9 on any window)
 - whether this error occurs for all users or only specific users and on all computers or only specific computers

For performance issues, Customers will be asked to provide:

- Accurate timing (to the second) with comparison to other machines (if relevant)
- Hardware specifications of an affected user’s computer (RAM and processor speed)

High

Definition: Significant impact to mission critical functionality resulting in serious interruptions to normal Services. In a production system, mission critical tasks cannot be performed.

Examples of High issues include:

- Issues that are impairing mission critical functionality

- Inability to deploy a mission critical feature and deployment date is imminent and not flexible

Customer shall remain accessible to Provider for troubleshooting from the time a High issue is logged until such time as it is resolved.

Normal

Definition: Low to moderate impact to tasks resulting in interruptions to normal Services. In a production system, day-to-day operations are affected.

Examples of Normal priority issues include:

- Problems that partially hinder non-mission critical business processes
- Instances where business procedures operate unpredictably or inconsistently
- Gaps in workflows or business processes
- A practical workaround is available

Customer will respond to Provider's requests for additional information and implement recommended solutions in a timely manner.

4. Service Level Guidelines

Providers monthly expected uptime Service Level is 99.9%. This service level only applies to production systems. Downtime refers to periods of time during which the Services cannot be accessed. Downtime does not include the following:

- The period when the Services are not available due to planned downtime
- Performance or availability issues due to a Force Majeure Event
- Performance or availability issues that resulted from Customer's or third-party hardware, software, or services
- Performance or availability issues that resulted from actions or inactions of Customer or third parties related to, including but not limited to hardware, machinery, and equipment
- Performance or availability issues that resulted from actions or inactions of Customer or Customer's employees, agents, contractors, or vendors or anyone gaining access to Provider's network by means of Customer's passwords or system
- Performance or availability issues that were caused by Customer's use of the Services after Provider advised Customer to modify its use of the Services, if Customer did not modify its use as advised
- Intermittent periods of Downtime that are ten minutes or less in duration
- Performance or availability issues due to trial offers, early adopter programs and/or demos (as determined by Provider).

5. Exclusions

Technical service projects, custom reports and API support are not covered under this SLA. Customers may purchase enhanced support or additional Services that could cover these items or customers may request a paid engagement to cover these incidents.

6. Regular Business Hours

Provider's local support teams are available at the following times:

- North America: Monday through Friday, 8:00 a.m. to 5:00 p.m. US Central Standard Time (CST)
- Europe: Monday through Friday, 8:00 a.m. - 5:00 p.m. Central European Time (CET)
- Asia-Pacific: Monday through Friday, 8:00 a.m. - 5:00 p.m. Australian Eastern Standard Time (AEST)

Support for non-critical issues is not offered outside of regular business hours. However, support is available 24/7 for Critical Issues. Issues handled outside the local office hours will be in English only.

7. Scope of Maintenance Service

"Maintenance Service" is defined as access to upgrades, corrections, and technical operating assistance for all licensed Services. Other services, including, but not limited to, those listed below are considered outside the scope of Maintenance Service:

- Any customization of the application not included in the base offering whether by a third- party or Provider Software or any resulting complication or issue from said customization
- Any customization outside of the application that accesses the Provider Software database such as custom reports, custom interfaces, BI tools, etc. whether by a third-party or Provider Software or any resulting complication or issue from said customization
- Any direct modification of the data contained in the Provider Software database or any resulting complication or issue from said direct modification
- Any direct modification of the database schema whether by the addition of columns within Provider Software-supplied tables, the addition of tables, triggers, stored procedures, or indexes outside the scope of the Provider Software-supplied schema or any resulting complication or issue from said direct modification
- Any application performance issue regardless of potential cause when the application is installed outside the Provider Hosting environment
- Any issue of any type encountered in a version of the application that is past its Mainstream Support date
- Any issue of any type encountered using hardware that does not meet the current published technical guidelines
- For assistance outside the scope of maintenance service, Provider reserves the right to charge the customer for the time spent

8. [End of Support](#)

From time to time, Provider may discontinue support for older versions of the Services. Customers on unsupported versions will receive support only after migrating to a supported version.

9. [Third Party Tools and Integration](#)

Customers will be asked to turn off third party tools and integrations when troubleshooting issues including but not limited to performance related issues.