OUTSYSTEMS MASTER SUBSCRIPTION AGREEMENT

This OutSystems Master Subscription Agreement (this "**Agreement**") is entered into as of the date of download of the Software ("**Effective Date**") by and between "**OutSystems**" and you ("**Customer")** (each, a "**Party**", and together, the "**Parties**"). This Agreement governs the purchase of Subscriptions for the Software, and by clicking on the appropriate button, or by downloading, installing, accessing and using the Software, you agree to be bound by the terms of this Agreement. If you are entering into this Agreement on behalf of Customer, you represent that you have the authority to bind Customer. Do not download, install, access or use any of the Software if you do not agree to the terms of this Agreement or if you are not authorized to accept the terms of this Agreement on behalf of Customer. If Customer already has an executed master subscription agreement in effect with OutSystems, then that agreement shall prevail over this agreement, and this agreement shall have no force or effect.

1 DEFINITIONS

"**Application**" means the computer application developed through the use of the Software or any third-party Software tools integrated and managed by the Software.

"**Confidential Information**" refers to non-public information that either Party may obtain from the other or have access to by virtue of this Agreement, including, but not limited to, each Party's data and each Party's proprietary Software and computer operations, all code, inventions, algorithms, business concepts, workflow, marketing, financial, business and technical information, the terms and pricing under this Agreement, authentication credentials associated with the use of the Software and the Professional Services, Personal Data and all information either clearly identified as confidential or that is of a nature that a reasonable person would understand to be confidential.

"Content" means software (including machine images), applications, online services, features, technology, data, text, audio, video, images or other content.

"Customer" means the Party agreeing to the terms of this Agreement as Customer.

"Deliverables" means all goods, records, reports, documents, papers, other materials and deliverables (whether in documentary, electronic or other form) produced or to be produced by, or on behalf of, OutSystems for Customer as part of the Professional Services pursuant to the execution of an Order provided, they are identified as such.

"Fees" means the amount to be paid for the Subscription and/or the Professional Services as detailed in the applicable Order.

"Initial Subscription Term" means the period of time of the first Subscription for the Software, beginning on the Start Date and ending on the End Date, as set forth in the applicable Order.

"**Intellectual Property**" means any patents, patent rights, design rights, copyrights, database rights, trade secrets, know-how, trademarks, trade names, service marks and other intellectual property embodied therein and all applications and rights to apply for registration or protection of rights pertaining thereto, in existence at the date hereof or created in the future. Rights regarding Intellectual Property shall be referred to as "**Intellectual Property Rights**".

"**New Software Version**" means a major Software release whose primary purpose is to add new functionality or to enhance the performance of the Software, which is identified by an increment in the first number before the dot separator of the Software version. Notwithstanding the foregoing, a New Software Version will not include new software or modules (whether or not branded as OutSystems software) that OutSystems may market and price separately.

"Order" means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between Customer and OutSystems from time to time. Orders shall be deemed incorporated herein by reference. The term "Order" specifically excludes any preprinted terms on Customer's purchase order or other terms on a purchase order that are additional to or inconsistent with the terms of this Agreement.

"**Personal Data**" has the meaning as described in the applicable data protection laws and shall include, without limitation, any data or information (regardless of the medium in which it is contained and whether alone or in combination) that relates to an identified or identifiable natural person.

"**Professional Services**" means the consulting, training, development, implementation or customization of information technology services and/or advice to be provided by OutSystems to the Customer on a time and materials or fixed price basis as detailed and as specified on the applicable Order. Professional Services do not include the provision of the Support and Updates services included in a Subscription.

"**Software**" means the OutSystems software, including its updates, upgrades, platform as a service, documentation, a description of which is set out at https://www.outsystems.com/evaluation-guide/.

"**Subscription**" means the joint provision of Software licenses and Support and Updates services as detailed in the applicable Order.

"**Subscription Term**" refers to the period of time for which Customer has acquired the Subscription from OutSystems, from Start Date to End Date as defined in the applicable Order.

"**Support and Updates**" means any Software support and updates services provided by OutSystems as detailed at www.outsystems.com/goto/outsystems-support-terms

2 SUBSCRIPTION

2.1 Subscription. Pursuant to the execution of an Order and subject to the terms and conditions of this Agreement and to Customer's payment obligations, OutSystems will provide the Subscription to Customer. Customer may order multiple Subscriptions by executing additional Orders.

2.2 Subscription Term. The Subscription ordered by Customer shall commence on the start date specified in the applicable Order and shall continue in effect for the Initial Subscription Term. Except as otherwise specified in the applicable Order, Subscriptions shall automatically renew for additional periods equal to the Initial Subscription Term ("Renewal Subscription Term(s)") at the Fees set forth in the applicable Order or renewal notice sent to Customer at least 60 (sixty) days prior to the end of the existing Subscription Term, unless either Party gives the other Party notice of non-renewal at least 30 (thirty) days before the end of the relevant Subscription Term.

2.3 Upgrades. If a New Software Version is released during Subscription Term, and Customer has paid the Fees, the New Software Version will be made available by OutSystems to the Customer.

2.4 Subscription sold through resellers. The Parties agree that Customer may purchase Software through resellers the use of which will be governed by this Agreement. Software purchased through a reseller, including multi-year Subscriptions, are not subject to cancellation. Where Customer purchases Software through a reseller, the reseller will enter into an Order with OutSystems that shows Customer as the "ship to" party and reseller as the "bill to" party. Reseller and Customer will enter into a separate agreement setting forth the fees to be paid by Customer to reseller for such Subscription. OutSystems hereby agrees that, subject to receiving payment from the reseller, it shall be directly responsible to Customer, pursuant to the terms and conditions of this Agreement, for providing the Subscriptions under any Order. Customer hereby acknowledges that OutSystems will not be responsible for the obligations of any reseller to Customer under such separate agreement, for the acts or omissions of reseller, or for any third-party products or services furnished to Customer by any reseller. For the avoidance of doubt, payment and taxes will be addressed in the agreement between reseller and Customer, therefore Sections 5.1. (Fees) and 5.2. (Payment) of this Agreement are not applicable to Subscriptions sold through resellers.

3 LICENSE

3.1 License. Subject to the terms of this Agreement and the limitations set forth in the applicable Order during the Subscription Term, OutSystems hereby grants Customer a limited, non-exclusive, non-transferable license, without rights to sublicense, to use the Software during the Subscription Term, exclusively for **(i)** internal business purposes and **(ii)** external business purposes as long as the Applications developed with the Software remain the property of the Customer. If Customer has ordered a copy of the Software for download and installation on-premises, OutSystems also grants Customer (**iii**) the right to install the Software in its own servers, during the Subscription Term, and **(iv)** the right to make one (1) copy of the Software solely for back-up purposes. OutSystems further grants Customer the right to make copies of the documentation solely for Customer's internal business purposes. OutSystems retains all rights not expressly granted to Customer in this Agreement.

3.2 Usage Limits. The Software licensed under a Subscription is subject to usage limits, including the quantities specified in the respective Order.

3.3 Restrictions of Use. Unless otherwise authorized under this Agreement, Customer may not (and will not allow any third party to): **(i)** sell, rent, lease, license, sublicense, distribute, pledge, assign or otherwise transfer in whole or in part the Software or the Professional Services or any interest in them to another party; **(ii)** provide, disclose, divulge or make available to, or permit use of the Subscription in whole or in part by any third party without OutSystems' prior written consent; **(iii)** sell, rent, lease, license, sublicense, offer as a paid or free subscription, or include in a service bureau or outsourcing offering, distribute, pledge, assign or otherwise transfer in whole or in part the Applications built with the Software; **(iv)** install or use the Software in a manner that circumvents or interferes with the operation of the technological measure that controls the access to the Software **(v)** modify, translate, adapt or create derivative works based on the Software; **(vi)** export or re-export the Software or any derivative work thereof; **(vii)** remove or modify any Software markings or any notice of OutSystems' proprietary rights; **(viii)** use the Software to develop, test, host, or run and operate applications on behalf of third-parties to this Agreement, without OutSystems' prior written consent; **(ix)** use the Software to provide third party training; **(x)** disclose results of any Subscription benchmark tests to any third party without OutSystems' prior written consent; **(xi)** use the Software in any way that is contrary to the terms and conditions of this Agreement; or **(xii)** use the Software for any unlawful purposes. Except to the extent expressly permitted by this Agreement or applicable law, and to the extent that OutSystems is not permitted by that applicable law to exclude or limit the following rights, Customer may not decompile, disassemble, reverse engineer, or otherwise attempt to derive source code from the Software, in whole or in part.

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3.4 Manner of use. Subject to the terms of this Agreement, including the specifications and limitations set forth in the applicable Order, Customer agrees not to use or permit use of the Software to display, store, process or transmit any Content, that may **(i)** menace or harass any person or cause damage or injury to any person or property, **(ii)** involve the publication of any material that is false, defamatory, harassing or obscene, **(iii)** violate privacy rights or promote bigotry, racism, hatred or harm, **(iv)** constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; **(v)** constitute an infringement of intellectual property or other proprietary rights, or **(vi)** otherwise violate applicable laws, ordinances or regulations. If OutSystems receives information that Customer is in violation of any of the foregoing restrictions, OutSystems will notify Customer, and Customer will promptly take appropriate action to resolve such violation. If Customer does not take required action in accordance with the above, OutSystems reserves the right, but has no obligation, to take remedial action if any material violates the foregoing restrictions, including the removal or disablement of access to such material. OutSystems shall have no liability to Customer in the event that OutSystems takes such action.

3.5 Customer's Content and Applications. As necessary for OutSystems **(i)** to provide Customer with the Support and Updates; and **(ii)** to operate, manage and improve the Software, Customer hereby grants to OutSystems the right and a license to host, copy, transmit and display Customer's Content and Applications in accordance with this Agreement and limited to such purposes only.

4 PROFESSIONAL SERVICES

4.1 Scope. Upon request and execution of an Order, OutSystems shall provide Professional Services to Customer.

4.2 Expenses. Unless otherwise agreed, in addition to any and all Fees in the applicable Order, Customer will reimburse OutSystems for all reasonable costs and expenses related to the provision of the Professional Services, including without limitation travel, lodging, meal and out-of-pocket expenses, and third party online and offline research services directly related to the provision of the Professional Services ("**Expenses**") incurred by OutSystems in connection with the performance of the Professional Services. Expenses shall be invoiced by OutSystems as stated in the Order and paid by Customer in accordance with the terms of the Agreement. If per diem is not used, OutSystems will include, upon request, reasonably detailed documentation of all such Expenses in excess of $50 USD/€40 (twenty-five USD/twenty Euro) with each related invoice. OutSystems shall be entitled to reimbursement for all pre-approved Expenses.

4.3 Changes. Any changes or additions to the Professional Services, including scope, Fees and/or Expenses will only be valid if agreed in writing and executed by both Parties.

4.4 Cooperation. Customer will cooperate reasonably and in good faith with OutSystems in the execution of the Professional Services by, without limitation: **(i)** allocating sufficient resources and timely performing any tasks reasonably necessary to enable OutSystems to perform its obligations under each Order; **(ii)** timely delivering any materials and other obligations specifically required under each Order; **(iii)** timely responding to OutSystems' reasonable inquiries related to the Professional Services; **(iv)** actively participating in relevant scheduled meetings; and providing information, data and feedback that is complete, accurate and timely in all material respects.

4.5 Acceptance Criteria. Upon completion of each Deliverable or the conclusion of a milestone, OutSystems will: **(i)** submit a complete copy of the Deliverable to Customer; and **(ii)** demonstrate and test its functionality in accordance with the applicable Order. If agreed in the applicable Order, the Deliverables may be subject to acceptance tests to be defined and executed by Customer to verify that they satisfy the agreed specifications set forth in the applicable Order as mutually agreed upon by the Parties for such Deliverable. Upon delivery of a Deliverable, in the absence of any notice from Customer within the time agreed in the applicable Order, the Deliverable shall be deemed accepted.

4.6 Provision of Professional Services to Third Parties. OutSystems is in the business of providing products and consulting services to third parties which are or may be substantially similar to the Deliverables being developed for Customer. OutSystems is free to use all of OutSystems' ideas, know-how, approaches, methodologies, concepts, skills, tools, techniques, expressions, and processes, irrespective of whether possessed by OutSystems prior to this Agreement, or acquired, developed, or refined by OutSystems during the execution of the same ("**Residual Knowledge**"). It is not the intent of this Agreement to prevent OutSystems from pursuing its stated business by independently creating such original but similar works for the benefit of third parties provided that OutSystems does not use or disclose Confidential Information, Customer's Content or Personal Data. Such retention of Residual Knowledge shall be unaided and unintentional.

5 FEES AND PAYMENT TERMS

5.1 Fees. Customer will pay to OutSystems, without deduction, the Fees set forth in the applicable Order. Fees listed in an Order are exclusive of all applicable sales taxes, duties, or any similar fees imposed by applicable law. Customer will pay or reimburse OutSystems for all applicable taxes, duties, or any similar assessments imposed by applicable law incurred on the Order (except for OutSystems' income taxes) and such taxes, duties, or any similar assessments shall be charged at the appropriate rate by OutSystems in addition to its stated Fees and shall be shown separately on the relevant invoice.

5.2 Payment. All Fees herein are payable to OutSystems, and due within thirty (30) days of the date of invoice, in accordance with the currency defined in the applicable Order. Except as otherwise stated in this Agreement, all Orders are non-cancelable and, upon payment, all payments are non-refundable.

5.3 Overdue Payments. Undisputed overdue payments shall bear interest at the lesser of 1% per month or the maximum rate allowed under applicable law. Customer acknowledges and accepts that the non-payment of any undisputed Fees within the term defined in the applicable Order constitutes a material breach of this Agreement and that OutSystems shall have the right to: **(i)** upon 30 (thirty) days prior written notice, suspend Customer's right to access or use any portion or all of the Software and/or the Professional Services until all such due and undisputed amounts and respective interests have been paid; and/or **(ii)** exercise its right to terminate the Agreement under Section 8 ("Term and Termination").

6 INTELLECTUAL PROPERTY RIGHTS, OWNERSHIP AND TITLE

6.1 OutSystems' Intellectual Property. Customer acknowledges and agrees that all Intellectual Property Rights in and to the Software and Professional Services are owned by OutSystems and shall, notwithstanding the terms of this Agreement, remain vested in OutSystems. Unless otherwise expressly provided in this Agreement, Customer shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in the Software. All rights not expressly granted by OutSystems hereunder are reserved.

6.2 Customer's Intellectual Property. OutSystems acknowledges and agrees that all Intellectual Property Rights in and to the Customer's developed Application are owned by Customer and shall, notwithstanding the terms of this Agreement, remain vested in Customer. Unless otherwise expressly provided in this Agreement, OutSystems shall not acquire any proprietary right, title or interest in or to any Intellectual Property Rights in Customer's developed Application. Subject to the terms and conditions of this Agreement (including the payment of all agreed Fees and Expenses) Customer shall also own all Intellectual Property Rights in the Deliverables.

7 CONFIDENTIALITY

7.1 Use and Disclosure. During this Agreement and for a period of 3 (three) years following its termination, each Party shall hold in confidence and not use for any purposes unrelated to this Agreement or disclose to any third party (except the Party's employees, agents or contractors who have a need to know and who are subject to confidentiality obligations at least as restrictive as those herein) any Confidential Information of the other Party. Each Party agrees to take all reasonable steps to ensure that the Confidential Information is not disclosed or distributed by its employees, contractors, or agents in violation of the terms of this Agreement.

7.2 Permitted Disclosures. Either Party may disclose Confidential Information of the other Party: **(i)** in response to a valid order or request by a court or other governmental or regulatory body, **(ii)** as otherwise required by law, or **(iii)** as necessary to establish the rights of either Party under this Agreement. The Party seeking to disclose information will promptly give notice to the other Party and allow the other Party to object or to seek a protective order, to the extent permitted by the applicable law.

7.3 Non-Confidential Information. The Parties shall not be obligated under this Section 7 ("Confidentiality") with respect to Confidential Information that: **(i)** is or becomes a part of the public domain through no act or omission of the receiving Party; **(ii)** was in the receiving Party's lawful possession without restriction prior to the disclosure and had not been obtained by the receiving Party either directly or indirectly from the disclosing Party; **(iii)** is lawfully disclosed to the receiving Party by a third party without restriction on the disclosure; or **(iv)** is independently developed by the receiving Party without access to the Confidential Information.

7.4 Destruction or Return. Except as otherwise authorized or required in furtherance of the purposes of this Agreement, promptly upon a request by the disclosing Party, the receiving Party will at its option either destroy (and so certify it in writing) or return to the disclosing Party all Confidential Information and all documents or media containing any such Confidential Information and all copies or extracts thereof provided that the receiving Party shall be permitted to retain copies of any computer records and files containing any Confidential Information which have been created pursuant to automatic archiving and back-up procedures, or retain a back-up copy of such Confidential Information as required by law, rule, regulation or internal compliance policies, in which cases such Confidential Information shall continue to be subject to confidentiality obligations even after termination of this Agreement.

8 TERM AND TERMINATION

8.1 Term of Agreement. Unless earlier terminated pursuant to Sections 8.2 ("Termination for Cause") or 8.3 ("Termination for Insolvency"), this Agreement commences on the Effective Date and continues in force until all Orders executed in accordance with this Agreement have expired or been terminated.

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8.2 Termination for Cause. Either Party will have the right to terminate this Agreement immediately upon written notice at any time if the other Party is in material breach of any warranty, material term, or covenant of this Agreement and fails to cure that breach within 30 (thirty) days after written notice of that breach.

8.3 Termination for Insolvency. Either Party may terminate the Agreement immediately if the other Party becomes insolvent and the entity licensed and authorized by the applicable law to act in relation to such insolvent Party does not personally guarantee the future payment of any due Fees.

8.4 Effect of Termination. **(i) Access**. Upon termination or expiration, all Subscription(s) shall be automatically canceled, and Customer shall no longer have access to the Software or to the Application(s). **(ii) Detachment of Customer's Applications**. Subject to the payment of any Fees due and payable under the Agreement and written notice to OutSystems from Customer, Customer is entitled to the detachment of a copy of a set of its Applications ("**Detachment**") in source code format within 30 (thirty) days of the Agreement's effective date of termination. Upon conclusion of the Detachment, the Customer will proceed with the subsequent de-installation and/or destruction of the Software. **(iii) Fees**. If OutSystems terminates this Agreement pursuant to Sections 8.2 ("Termination for Cause") or 8.3 ("Termination for Insolvency"), OutSystems shall invoice Customer all amounts that have accrued for the terminated Subscriptions prior to such termination, which were not previously invoiced, as well as all sums remaining unpaid under this Agreement. Customer will pay such invoices in accordance with the terms of this Agreement. In the event Customer terminates this Agreement pursuant to Sections 8.2 ("Termination for Cause") or 8.3 ("Termination for Insolvency") above, OutSystems shall refund Customer any prepaid Fees covering the remainder of the Subscription Term of any Subscription in effect, from the effective date of termination (amortized on a straight-line basis). In no event will termination relieve Customer of the obligation to pay any Fees due to OutSystems under this Agreement. **(iv) Damages.** Neither Party is liable to the other Party for any damages incurred by the other Party or any third parties as a result of the termination in conformity with this Section 8 ("Term and Termination"). **(v) Other Remedies.** Termination or expiration is not an exclusive remedy, and all other remedies will be available whether or not termination occurs.

8.5 Post-Termination Assistance. During the 30 (thirty) days following termination and subject to the payment of all Fees owed under the Agreement, OutSystems will make Customer's Content available for export and download by Customer.

9 WARRANTIES

9.1 OutSystems Warranties. OutSystems represents and warrants that **(i)** OutSystems has all necessary rights to grant the license provided herein; **(ii)** upon delivery, the Software shall operate in compliance with the documentation; **(iii)** upon delivery, the Software shall work with the hardware and third-party software required, recommended or authorized by OutSystems; **(iv)** the Support and the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. In the event of a breach of the foregoing warranty (iv), OutSystems shall, as its sole obligation and entire liability and Customer's exclusive remedy, at OutSystems' sole option and expense, re-perform the applicable Professional Services in a manner that is compliant with such warranty, or, in the event OutSystems is unable to do so after using commercially reasonable efforts, terminate all or part of the applicable Order and upon such termination, OutSystems shall promptly refund Customer all Fees paid for the non-compliant Professional Services. Claims under the foregoing warranty must be submitted by Customer in writing within 30 (thirty) days of the performance of such Professional Services in order to be considered.

9.2 DISCLAIMER OF WARRANTIES. OUTSYSTEMS DOES NOT WARRANT THAT THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, OR DELIVERABLES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, CONFIDENTIAL INFORMATION AND/OR CONTENT. EXCEPT AS SET FORTH IN SECTION 9.1 ("OUTSYSTEMS WARRANTIES") AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUTSYSTEMS PROVIDES THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, AND DELIVERABLES "AS IS", WITHOUT WARRANTY OF ANY KIND, INCLUDING BUT NOT LIMITED TO, EXPRESS OR IMPLIED OR STATUTORY OR OTHER WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, RELIABILITY, APPROPRIATENESS AND OWNERSHIP OF ALL CUSTOMER CONTENT AND APPLICATIONS.

10 INDEMNIFICATION

10.1. INDEMNIFICATION BY OUTSYSTEMS. SUBJECT TO THE EXPRESS LIMITATIONS OF LIABILITY SET FORTH IN SECTION 11, DURING THE SUBSCRIPTION TERM, OUTSYSTEMS WILL DEFEND, OR AT ITS OPTION SETTLE, AT ITS OWN EXPENSE ANY ACTION AGAINST CUSTOMER BROUGHT BY A THIRD PARTY TO THE EXTENT THAT THE ACTION IS BASED UPON A CLAIM THAT THE SOFTWARE OR DELIVERABLES INFRINGE ANY VALID AND ENFORCEABLE COPYRIGHTS OR PATENTS, OR MISAPPROPRIATES ANY TRADE SECRETS OF SUCH THIRD PARTY.AND OUTSYSTEMS WILL PAY THOSE COSTS AND DAMAGES FINALLY AWARDED AGAINST CUSTOMER IN ANY SUCH ACTION THAT ARE SPECIFICALLY ATTRIBUTABLE TO SUCH CLAIM OR THOSE COSTS AND DAMAGES AGREED TO IN A MONETARY SETTLEMENT OF SUCH ACTION. NOTWITHSTANDING THE FOREGOING, OUTSYSTEMS WILL HAVE NO OBLIGATION UNDER THIS SECTION 10.1 OR OTHERWISE WITH RESPECT TO ANY INFRINGEMENT CLAIM BASED UPON (I) ANY APPLICATION, (II) ANY UNAUTHORIZED USE, REPRODUCTION, OR DISTRIBUTION OF THE SOFTWARE OR DELIVERABLES BY CUSTOMER OR ANY OF ITS SUB-DISTRIBUTORS OR END USERS, (III) ANY USE OF THE SOFTWARE OR DELIVERABLES IN COMBINATION WITH OTHER PRODUCTS, EQUIPMENT, SOFTWARE, OR DATA NOT SUPPLIED BY OUTSYSTEMS, (IV) ANY USE FOR A PURPOSE OR IN A MANNER FOR WHICH THE SOFTWARE OR DELIVERABLES WERE NOT DESIGNED, (V) IN CASE OF ANY USE, REPRODUCTION, OR DISTRIBUTION OF ANY RELEASE OF THE SOFTWARE OTHER THAN THE MOST CURRENT RELEASE MADE AVAILABLE TO CUSTOMER, (VI) ANY MODIFICATION OF THE SOFTWARE OR DELIVERABLES BY ANY PERSON OTHER THAN OUTSYSTEMS OR ITS AUTHORIZED AGENTS OR CONTRACTORS, (VII) COMPLIANCE WITH CUSTOMER'S INSTRUCTIONS OR TECHNICAL SPECIFICATIONS OR (VIII) COMPLIANCE WITH CERTIFICATION STANDARDS. IF THE SOFTWARE OR ANY OF THE DELIVERABLES BECOMES, OR IN OUTSYSTEMS' OPINION IS LIKELY TO BECOME, THE SUBJECT OF AN INFRINGEMENT CLAIM, OUTSYSTEMS MAY, AT ITS OPTION AND EXPENSE, EITHER (I) PROCURE FOR CUSTOMER THE RIGHT TO CONTINUE EXERCISING THE RIGHTS LICENSED TO CUSTOMER IN THIS AGREEMENT, (II) REPLACE OR MODIFY THE SOFTWARE OR DELIVERABLES SO THAT IT BECOMES NON-INFRINGING AND REMAINS FUNCTIONALLY EQUIVALENT, OR (III) TERMINATE THE SUBSCRIPTION BY WRITTEN NOTICE TO CUSTOMER AND REFUND TO CUSTOMER ANY PREPAID PAYMENTS COVERING THE REMAINING SUBSCRIPTION TERM. SECTION 10.1 STATES OUTSYSTEMS' ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES IN RESPECT TO ANY ACTUAL OR ALLEGED CLAIM OF INTELLECTUAL PROPERTY RIGHTS INFRINGEMENT OR MISAPPROPRIATION.

10.2 INDEMNIFICATION BY CUSTOMER. CUSTOMER WILL DEFEND AND INDEMNIFY OUTSYSTEMS, AND PAY ALL DAMAGES (INCLUDING ATTORNEYS' FEES AND COSTS) AWARDED AGAINST OUTSYSTEMS, OR THAT ARE AGREED TO IN A SETTLEMENT, TO THE EXTENT A CLAIM, DEMAND, SUIT OR PROCEEDING IS MADE OR BROUGHT AGAINST OUTSYSTEMS OR ITS AFFILIATES BY A THIRD PARTY (INCLUDING THOSE BROUGHT BY A GOVERNEMNT ENTITY) THAT ALLEGES THAT CUSTOMER'S CONTENT OR APPLICATIONS INFRINGES ANY VALID AND ENFORCEABLE COPYRIGHTS OR PATENTS, OR MISAPPROPRIATES ANY TRADE SECRETS OF A THIRD PARTY.

10.3 CONDITIONS. THE FOREGOING OBLIGATIONS ARE CONDITIONED ON THE INDEMNIFIED PARTY (I) NOTIFYING THE INDEMNIFYING PARTY PROMPTLY IN WRITING OF SUCH ACTION, (II) GIVING THE INDEMNIFYING PARTY SOLE CONTROL OF THE DEFENSE THEREOF, AND ANY RELATED SETTLEMENT NEGOTIATIONS, AND (III) AT THE INDEMNIFYING PARTY'S REASONABLE REQUEST AND EXPENSE, ASSISTING IN SUCH DEFENSE.

11 LIMITATION OF LIABILITY

11.1 PARTIES LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (EXCEPT INDEMNIFICATION OBLIGATIONS, BUT INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, GOODWILL, DATA OR DATA USE, OR CLAIMS OF THIRD PARTIES) ARISING FROM THIS AGREEMENT, WHETHER UNDER THEORY OF CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE.

11.2 OUTSYSTEMS LIMITATION OF LIABILITY. OUTSYSTEMS WILL NOT BE LIABLE FOR:

(i) CUSTOMER'S INABILITY TO USE THE SOFTWARE, SUPPORT, PROFESSIONAL SERVICES, OR DELIVERABLES, INCLUDING AS A RESULT OF ANY **(a)** TERMINATION OR SUSPENSION OF SUBSCRIPTION OR, **(b)** ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SOFTWARE AND/OR THE PROFESSIONAL SERVICES AS A RESULT OF POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS; OR **(ii)** THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR PROFESSIONAL SERVICES; OR **(iii)** ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS

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AGREEMENT; OR **(iv)** ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT DUE TO CUSTOMER'S NEGLIGENCE AND OR MISCONDUCT; OR **(v)** ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHICH MAY ARISE OUT OF ANY THIRD PARTY OR RESELLER SOFTWARE LICENSE AND / OR RELATED PROFESSIONAL SERVICES.

11.3 OUTSYSTEMS TOTAL AGGREGATE LIABILITY.

GENERAL. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT (AND EXCLUDING PROFESSIONAL SERVICES, ADDRESSED IN THE SECTION BELOW), OUTSYSTEMS' TOTAL AGGREGATE LIABILITY UNDER THIS AGREEMENT AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY OUTSYSTEMS' GROSS NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNTS PAID TO OUTSYSTEMS UNDER THIS AGREEMENT DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

SPECIAL. AS FOR PROFESSIONAL SERVICES, OUTSYSTEMS' TOTAL AGGREGATE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF PROFESSIONAL SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY OUTSYSTEMS' SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNTS PAID TO OUTSYSTEMS FOR THE PROFESSIONAL SERVICES RENDERED UNDER THE APPLICABLE ORDER.

THE PROVISIONS OF THIS SECTION 11.3 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN CUSTOMER AND OUTSYSTEMS. OUTSYSTEMS' FEES FOR THE SUBSCRIPTION AND/OR AMOUNTS PAID FOR PROFESSIONAL SERVICES REFLECT THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY.

11.4 EXCLUSIONS. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 11 WILL NOT APPLY TO A PARTY'S INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, INDEMNIFICATION OBLIGATIONS, OR EITHER PARTY'S FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

12 GENERAL PROVISIONS

12.1 Entire Agreement. This Agreement, including all addenda (if any) and Orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment to, supplement, or modification of this Agreement will be binding unless in writing and signed by duly authorized representatives of both Parties. In the case of conflicts, discrepancies, errors or omissions among the Agreement/addenda and the Order, the documents and amendments to them shall take precedence and govern in the following order: (a) Order; (b) Agreement; and (c) addenda (if any). The Customer acknowledges and agrees that it has had the opportunity to review all the documents contained in the URL prior to executing this Agreement, which it can print for its internal records.

12.2 Interpretation. References to a provision, clause, section, or Order are to a provision, clause, section, or Order to this Agreement. References to this Agreement include its Orders (including reference to information contained in a URL and/or referenced policies and/or guides). Words importing the singular include the plural and *vice versa*. Words importing a gender include every gender. The words and phrases "other", "such as", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

12.3 Headings. The caption and the headings to clauses, sections, parts, paragraphs and Orders are inserted for convenience only and shall be ignored in interpreting this Agreement.

12.4 Contracting OutSystems Company, governing law and jurisdiction. OutSystems entity with which Customer is contracting under this Agreement, to whom Customer should direct notices under this Agreement, the governing law applicable to this Agreement, including any lawsuit or disputes arising out of or in connection with it, without giving effect to any choice or conflict of law provision or rule, and which courts can adjudicate any such lawsuit, shall be determined based on where Customer has its registered offices, as defined at www.outsystems.com/legal/governing-law-jurisdiction. The parties agree that neither the Uniform Computer Information Transaction Act nor the United Nations Convention for the International Sale of Goods will apply to this Agreement.

12.5 Compliance with Laws. Customer agrees that Customer's use of the Software will comply with all applicable laws, including without limitation all applicable anti-corruption laws, anti-money laundering laws, antitrust laws, economic sanctions laws, export control laws, data protection and data privacy laws, and modern slavery and human trafficking laws. OutSystems shall have the right to terminate this Agreement, without notice and without liability, for any perceived or actual breach of this clause.

12.6 Export Laws. Customer agrees that Customer's use of the Software (including related documentation), and Professional Services will comply with applicable export control and trade sanctions laws, rules and regulations, including without limitation the regulations promulgated by the U.S. Department of Commerce's Bureau of Industry and Security ("BIS") and the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") (collectively, "Export Laws"). Customer represents and warrants that Customer is not **(i)** located or resident in a country or territory that is subject to comprehensive U.S. trade sanctions or other significant trade restrictions (including, without limitation, Crimea, Cuba, Iran, North Korea, Syria, Sudan and Venezuela) (collectively, the "Sanctioned Countries"); or **(ii)** identified on any U.S. government restricted party lists (including without limitation the Specially Designated Nationals and Blocked Persons List, Foreign Sanctions Evaders List, and Sectoral Sanctions Identifications List, administered by OFAC, and the Denied Party List, Entity List and Unverified List, administered by BIS) (collectively, the "Restricted Party Lists"). Customer further certifies that Customer will not, directly or indirectly, export, re-export, transfer or otherwise use the Software (nor any direct product thereof) and/or the Professional Services in violation of the Export Laws, or with any purpose prohibited by the same Export Laws, in any Sanctioned Country, to any person or entity on a Restricted Party List, or for any nuclear, chemical, missile or biological weapons related end uses. Customer acknowledges that the Software and/or Professional Services, or any feature or part thereof, may not be available for use in all jurisdictions and that Customer is responsible for complying with applicable Export Laws wherever Customer uses the Software and/or Professional Services. OutSystems shall have the right to terminate this Agreement, without notice and without liability, for any perceived or actual breach of this clause.

12.7 Usage Data. The Parties hereby agree that OutSystems and any company that is a part of its group of companies may collect and use technical data related to the use of the Software its performance, configuration and environment ("**Usage Data**") for statistical purposes, to improve the Software and for compliance verification. The confidentiality obligation set forth in Section 7 ("Confidentiality") shall apply hereto. Without prejudice to Section 12.16, the Customer shall have the right to cancel the collection of Usage Data at all times during the execution of this Agreement by providing written notice to OutSystems.

12.8 Personal Data. In the event OutSystems has access to Personal Data through the execution of this Agreement, it shall act as Customer's data processor for the processing thereof. OutSystems shall process any Personal Data at all times in full compliance with the applicable data protection laws. If and to the extent that OutSystems processes Personal Data of European Economic Area ("EEA") individuals, the Parties hereby agree that such processing shall be carried out in accordance with the data processing agreement as defined at http://www.outsystems.com/legal/master-subscription-agreement/data-processing-agreement, incorporated herein by reference, which the parties hereto agree to be binding upon them and that, within its scope, shall prevail over the Agreement.

12.9 Suggestions, Ideas and Feedback. Subject to its obligations under Section 7 ("Confidentiality"), OutSystems will be free to use, irrevocably, in perpetuity and for any purpose, all suggestions, ideas and/or feedback provided by Customer or its affiliates and their respective employees, contractors or other agents, with respect to the Subscription. The foregoing grant of rights is made without any duty to account to any of the foregoing persons or entities for the use of such Feedback.

12.10 Notices. Any notice, consent, approval, or other communication intended to have legal effect to be given under this Agreement ("Notices") must be in writing and will be delivered (as elected by the Party giving such notice): **(i)** by email to legal@outsystems.com or to the email address of the Customer provided in the Order, or **(ii)** by registered mail. Unless otherwise provided herein, all Notices will be deemed effective on the date of receipt (or if delivery is refused, the date of such refusal) if delivered by registered mail and at 9.00 am of the next business day after the date of the transmission by email. Notices hereunder will be sent to the contact and addresses set forth in the signature sections of this Agreement and/or in the applicable Order. Either Party may change the address to which Notices shall be sent by giving Notice to the other Party in the manner herein provided. Notices shall be written in the English language.

12.11 Relationship of Parties. The Parties are independent contractors, and not agents, employees or joint ventures of one another, and do not have any authority to bind the other Party, by contract or otherwise, to any obligation. Neither Party will represent to the contrary, either expressly, implicitly, by appearance or otherwise.

12.12 Assignment. This Agreement is not assignable or transferable by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld. Any attempt by either Party to assign or transfer this Agreement without such consent shall be void. Notwithstanding, OutSystems may freely assign or transfer this Agreement to any company that is a part of its group of companies or as a result of a merger or a sale of all or a substantial part of its share capital. In the case of any permitted assignment or transfer of or under this Agreement, this Agreement or the relevant provisions, as well as the existing Orders shall be binding upon, and inure to the benefit of, the successors, executors, heirs, representatives, administrators and assignees of the Parties hereto.

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OUTSYSTEMS MASTER SUBSCRIPTION AGREEMENT

12.13 No Solicitation. During the term of this Agreement and for a period of 6 (six) months thereafter, neither Party shall, either directly or indirectly, solicit the employment of or hire any of the employees of the other Party, excluding the hiring of personnel in response to a general solicitation of employment directed to the public. This promise shall be construed as an agreement independent, yet ancillary, of any other provision of this Agreement.

12.14 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement (including all Orders and addenda, if applicable), or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement or of the provision will continue in full force and effect, except to the extent such invalid provision or part of provision relates to essential aspects of the Agreement. The parties agree that such provision or portion thereof shall be substituted by a provision with an equivalent legal and economic effect.

12.15 Force Majeure. No Party shall be liable for, or considered to be in breach of this Agreement on account of, any failure or delay in performance of any of its obligations hereunder (except for the payment of money) if such failure or delay is due to acts of God, fires, flood, storm, explosions, earthquakes, general Internet outages, acts of war or terrorism, riots, insurrection, pandemic, intervention of any government or authority or any other reason where the failure to perform is beyond the reasonable control of and not caused by the negligence or intentional acts or omissions of the non-performing Party.

12.16 Verification.

12.16.1 **Verification**. For on-premises Software Subscriptions, OutSystems may request an on-site compliance verification no more than once per calendar year. For an on-site compliance verification, Customer shall allow OutSystems to perform such verification in relation to the use of the license under the Agreement. OutSystems shall give Customer a reasonable prior written notice of any on-site compliance verification to be conducted under this provision, which shall not be less than 30 (thirty) days. If a verification or Usage Data reveals that Customer has exceeded the scope of its license(s) grant, OutSystems shall have the right to invoice Customer using the current list price then in effect for such license , counting from the date of the first unauthorized or unlicensed use up to the end of the then current subscription term and/or the date of last usage if used after termination or expiration the license(s).

12.16.2 **Cloud Subscription Verifications**. For Cloud Subscriptions, if Customer exceeds its usage under the applicable Order(s) at any time during the Subscription Term or continues to use the Software after expiration of the Subscription, OutSystems may invoice Customer the applicable fees at the then- current list price in effect for such additional usage.

12.17 Waivers of Rights. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in writing signed by a duly authorized representative on behalf of the party claimed to have waived. No provision of any purchase order or other form employed or provided by Customer will supersede the terms and conditions of this Agreement and/or Order(s) executed with Customer, and any such document relating to this Agreement and/or Order(s) shall be for administrative purposes only and shall have no legal effect.

12.18 Attribution. Customer agrees that OutSystems may use Customer's name and logo and indicate that Customer is a client of OutSystems on its website, in any public filings and through its marketing materials, including but not limited to press releases, case studies, white papers and webinars. Any such attribution will be consistent with Customer's style guidelines or requirements as communicated to OutSystems from time to time.

12.19 US Federal Government. OutSystems provides the Software for U.S. Federal government End Users in accordance with the following: Government technical data and rights related to the Software include only those rights customarily provided to the public as further set forth in this EULA. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and, for the Department of Defense, DFARS 252.227-7015 (Technical Data-Commercial Items) and DFARS 227.7202-3 (Rights in Commercial Computer Software or Commercial Computer Software Documentation). If a government End User needs additional rights not conveyed under this EULA, then it must negotiate with OutSystems and enter into a written addendum to this EULA that is mutually acceptable to both OutSystems and such government End User.

12.20 Survival. Clauses and / or Sections 3.3 ("Restrictions of Use"), 6 ("Intellectual Property Rights, Ownership and Title"), 7 ("Confidentiality"), 8.4 ("Effect of Termination"), 8.5 ("Post-Termination Assistance"), 9.2 ("Disclaimer of Warranties"),10 ("Indemnification), 11 (Limitation of Liability"), and 12 ("General Provisions") of this Agreement shall survive termination, without prejudice to other obligations that, pursuant to the applicable law or to this Agreement, shall also remain in force after termination date.

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