

SUBSCRIPTION SERVICE AGREEMENT

This Agreement is between You and AI and describes the terms and conditions under which AI will make available certain Services, and You will be permitted to use those Services. If You register for a free trial of our Service, all applicable terms and conditions of this Agreement will apply. If You have questions about these terms, please email us at contracts@aiworldwide.com.

BY ACCEPTING THIS AGREEMENT, EITHER BY EXECUTING THIS AGREEMENT, CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING A SALES ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THESE TERMS AND CONDITIONS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A CUSTOMER, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT CUSTOMER TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY OR DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU SHOULD NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE THE SERVICES. IN THE EVENT YOU REJECT THIS AGREEMENT WITHIN TEN (10) DAYS OF PURCHASE, YOU MAY REQUEST A FULL REFUND OF THE PURCHASE PRICE.

1) DEFINITIONS

"Affiliates" means any entity that is controlled or under common control with Customer. For the purposes of this Agreement, an Affiliate may mean a third-party that Customer has authorized to operate under its Agreement.

"Agreement" means this Subscription Agreement and any Sales Orders.

"AI" means American Innovations, Ltd.

"Customer Data" means data and information submitted by Customer in connection with its use of the Services.

"Customer" and/or "You" means the entity identified in the Sales Order(s) and its Affiliates.

"Documentation" means any written or electronic documentation, images, video or text specifying the functionality of the Software or Services that is provided or made available by AI to Users and end customers.

"Effective Date" is the earlier of the date on each Sales Order or the date a User accepts the Agreement.

"Hosted Services" means the services provided by AI for access by Users and included support and maintenance services per the terms and conditions of the Hosted Services within Exhibit A.

"Limited Offering" means a limited quantity and/or functionality of Services for a limited term at reduced or no charge (for example, as a trial subscription or free demonstration).

"Malicious Software" means any file, script, agents or programs intended to do harm such as a virus, malware, Trojan horse, time bomb, worm or other similar harmful software.

"Platform" means computer hardware, software, services and connections that allow Customer to securely access the Hosted Services per the terms of this Agreement.

"Personal Information" means information defined as "personal information or "personal data" under applicable Law. Without limiting the foregoing, Personal Information includes information that identifies or could be used to re-identify a specific person, including but not limited to first name and last name or first initial and last name in combination with any one or more of the following data elements: addresses; residential and/or mobile telephone numbers; social security numbers; medical insurance numbers; state issued identification card number (including tribal identification numbers); driver's license numbers or other driver identification data; personnel records; financial account information; credit related information, including any information relating to credit checks or background checks; credit or debit card numbers and personal identification numbers such as access codes, security codes or passwords that would permit access to an individual's financial account; and medical or health information and any other information that is defined as Personal Information under Law. Personal Information shall not include email, username, and linked names used for identity management purposes, or any publicly available information, lawfully made available to the general public in federal, state, or local government records.

"Sales Order(s)" means any order form approved by Customer and specifying the Services including, among other things, the Customer, the number and type of Users, the Subscription Term and the Effective Date.

"Services" means the internet-based solution specified in the Sales Orders including the Software, Documentation and on-going maintenance and technical support for the Software. Back-end integrations with Customer or other third-party system will be included as part of the Service to the extent of the components under AI control. Parts of back-end integrations that are not under AI control are excluded from the scope of Services.

"Software" means software provided by AI, either by download and/or access through the internet, that allows the User to access any functionality in connection with the Services.

“**Subscription Term**” means the period that Customer has the right to use the Services specified in the Sales Order(s) including the initial term and any renewal terms.

“**User**” means an individual authorized by Customer to use the Services and/or Software including, but not limited to, employees, consultants, contractors and third parties whom You have supplied with a specific user identification.

2) USE OF SERVICES

- a) Access and Use. AI hereby grants Customer a limited, non-exclusive, revocable, non-transferable right to access the Service and use the Software in for its internal business purposes during the Subscription Term and subject to the terms of the Sales Order(s), this Agreement and the Documentation. Customer may not sub-license or transfer the rights granted by AI in this Agreement.
- b) Subscriptions. Unless otherwise specified in a Sales Order, a) Services are purchased as subscriptions, b) new subscriptions may be added during a Subscription Term at the same price as the underlying subscription and prorated for the portion of that Subscription Term remaining; c) any added subscriptions will terminate on the same date as the underlying subscriptions; and d) most subscriptions have an auto-renewal provision.
- c) Usage Limits. Services are subject to usage limits specified in this Agreement and the Sales Order(s) and Documentation. Unless otherwise approved in writing by AI: a) the Services may not be accessed by more than the number of Users specified in the Sales Order(s); b) a User’s password may not be shared with another individual; c) except as set forth in a Sales Order, a User’s identification may only be reassigned to a new individual replacing one that is no longer using the Service; d) Customer may not exceed the allowable amount of data specified for the Services in the Sales Order and Documentation; e) Customer shall not disassemble, decompile, reverse engineer (except to the extent that the reverse engineering restriction is prohibited by law and then Customer shall provide AI prompt written notice of any such action), copy, distribute, modify or sell Services except as expressly and unambiguously permitted by this Agreement. If Customer violates this section, AI shall have the right to immediately suspend Services.
- d) Availability. Services are provided as available, and AI makes no guarantee that the Services will be available continuously. AI shall endeavor to provide Services availability of 99.0% measured annually. AI reserves the rights to perform monthly maintenance activities aimed at updating its systems with recommended patches and fixes. Planned maintenance will be limited to Sundays between 7:00am and 7:00pm Central time. Administrative and support services will be available Monday through Friday between 7:00am and 7:00pm Central time. AI reserves the right to temporarily suspend access to the Services: a) during planned downtimes for upgrades and maintenance (reasonable notice of such downtimes will be provided to Customer); b) during any unavailability beyond our reasonable control such as acts of God, acts of terror or civil unrest; c) during technical failures beyond our control such as inability to access the internet or denial of service attacks; or d) if AI suspects or detects Malicious Software.
- e) Support and Maintenance. AI shall provide support and maintenance services for the Platform. Platform and Hosted Services are subject to regular maintenance services performed at the discretion of AI. Planned maintenance will be limited to Sundays between 7:00am and 7:00pm Central time to ensure: (i) good Platform operating condition; (ii) repair and prevent equipment or applicative failures in accordance with system vendors or software developers’ recommendations; (iii) apply Platform enhancements to support new devices, functional capabilities or third party components and systems (including Platform Upgrades if applicable); (iv) apply patching or other bug fix activities; (iv) maintain or improve capacity as needed to ensure the delivery of the service levels as described in the table below. User customer support is available from 7:00 AM through 7:00 PM US Central Standard Time, Monday through Friday.

	Severity Definition	Response Time	Restoration Time/Workaround**	Final Resolution**
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1	Critical	Service completely or partially unavailable and affecting more than 50% of users	4 Hours*	Up to 1 Business day	10 Business days
2	Medium	Partial service outage affecting not less than 20 % of users	1 Business days	5 Business days	30 Business days
3	Minor	Abnormal service functionality which affects less than 10% of users or for which a workaround is available	3 Business days	NA	180 Business days or next Major software release

* Requires phone call notification to Support at 1-800-229-3404. Response time begins once call is received and case is logged.

** Within 95% of the reported cases

If a non-production environment was ordered by Customer then support for such non-production Platform environments shall be priority Minor for reported issues or requests.

- f) Internet Connection. A high-speed Internet connection is required for proper use of the Services. Customer is responsible for procuring and maintaining network connections that connect Users to the Services, including but not limited to, "browser" software that supports protocols used by AI. AI is not responsible for notifying Customer or Users of any upgrades, fixes or enhancements to any such software or for any compromise of Customer Data transmitted across networks or telecommunications facilities that are not owned, operated or controlled by AI.
- g) Reservation of Rights. AI and its licensors retain all right, title, and interest to all intellectual property created, used, or provided by AI for the purposes of this Agreement, including, but not limited to, all Software and Documentation. AI shall own all right, title, and interest in and to all modifications, improvements or derivatives of any part of the Services (created by either party). Customer hereby makes all assignments necessary to provide AI such ownership rights. Notwithstanding anything in this Agreement to the contrary, AI will always retain any and all ownership rights in AI's technology. For technology advances and production efficiency, AI reserves the right, from time to time, in its sole discretion and without incurring any liability to Customer to: (a) discontinue or limit its provision of any Services upon ninety (90) days notice; (b) without materially impairing the applicable functionality, alter the specifications, design, construction or territorial or other market scope of distribution of any product or service; and (c) change its sales and distribution policies and practices. AI will cooperate with Customer to reduce any inconveniences caused by any change under this section.
- h) Customer Data. Customer is solely responsible for securing and maintaining all rights in Customer Data needed for AI to provide the Services. All rights, title and interest in and to Customer Data are, and shall remain, the property of Customer and/or its Affiliates or Users and all intellectual property rights including copyright, trademark, and trade secret rights in Customer Data are and will remain the property of Customer and/or its Affiliates. Subject to AI's confidentiality obligations, Customer hereby grants to AI throughout the term of this Agreement and after the term as necessary for any AI post-termination obligations to Customer, a nonexclusive, transferable, sublicensable, worldwide, royalty-free license to host, communicate, use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating, providing and improving the Services as well as with developing new technologies and services. AI may collect and use analytics, statistics or other data related to the Customer Data and Customer's use of the AI Software and Services (i) in order to provide the AI Software and Services to Customer; (ii) for statistical use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the AI Software and Services. Such use shall survive the termination of this Agreement, unless legally prohibited or Customer requests in writing upon termination that such use be limited to non- Personal Information. If this Agreement

terminates or expires and Customer does not renew, Customer Data may be deleted thirty (30) days after termination or expiration of this Agreement.

- i) Updates. Any new or modified functionality added to the Software or Services and any updates or enhancements to the Service are subject to the terms of this Agreement. AI reserves the right to deploy updates or enhancements at any time.
- j) Feedback. If Customer provides any feedback to AI concerning the functionality or performance of an Application (including identifying potential errors and improvements), Customer hereby assigns to AI all right, title, and interest in and to the feedback, and AI is free to use the feedback without payment or restriction.

3) CUSTOMER'S RESPONSIBILITIES

- a) General. Customer is responsible for compliance with this Agreement by Users and for all activities that occur through its use of the Services. Customer is responsible for ensuring that its use of the Service complies with all applicable laws and regulations. Customer shall work cooperatively to identify and resolve issues with the Services and to help improve them.
- b) Customer shall: 1) maintain the confidentiality of the administrator and user logon identifications, passwords and account information; 2) be responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired it; 3) be responsible for determining whether the Services or information generated using the Services is sufficient for its purposes; 4) use commercially reasonable efforts to prevent unauthorized access to Services, Software and Documentation and shall immediately notify AI in writing of any such unauthorized access or use; and 5) use the Software and Services only in accordance with the Documentation. If there is unauthorized use by anyone who obtained access through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use and will assist with any actions taken by AI to prevent or terminate such unauthorized use.
- c) Customer shall not (by itself or through third-parties): 1) make Services available to anyone other than Users including anyone operating as a service bureau to benefit third-parties; 2) interfere with or disrupt the integrity or performance of the Services or any data contained therein; 3) attempt to gain or permit unauthorized access to Services or their related systems; 4) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software associated with Services; 5) use Services to knowingly post, transmit or store any content that is unlawful, harmful, racist, hateful, obscene or discriminatory (including Malicious Software); 6) access any part of Services, Software or Documentation in order to build a competitive product or service; or 7) use any of AI's intellectual property except as permitted under this Agreement, a Sales Order or the Documentation AI has the right to immediately suspend Customer's Service in the event that it suspects a violation of this section, and in its sole discretion, terminate this Agreement.

4) PAYMENT TERMS

- a) Orders and Fees. Customer will pay all undisputed amounts specified in Sales Order(s). Sales Orders shall include the quantity, part number, description and term for all Services provided. Unless otherwise specified in the applicable Sales Order: 1) all amounts payable under this Agreement are denominated in U.S. dollars and Customer will pay all such amounts in U.S. dollars; 2) fees are based on subscriptions purchased and not actual use of the Services; 3) quantities purchased cannot be decreased during the applicable Subscription Term; 4) purchases by Customer are not dependent on the delivery of any future functionality. AI will provide Customer with written notice of any increase to Services fees at least 30 days prior to the end of any Subscription Term. For all quotations provided, prices are applicable for 30 days or such time as specified in the quotation. Orders are subject to credit approval and Customer

agrees to submit such information as may be reasonably required by AI for the determination of credit terms.

- b) Invoicing and Payment. The fees will be invoiced upon execution of the applicable Sales Order and, for each renewal term, thirty (30) days prior to the commencement of such renewal term. Unless otherwise specified on the applicable Sales Order, Customer will pay all amounts due within 30 days of the date of the applicable invoice. Fees for each renewal term are due on the first day of such renewal term. If Customer provides AI with credit card information, it authorizes AI to charge such credit card for all items on the applicable Sales Order and for any renewal term fees. Customer is responsible for providing complete and accurate billing and contact information and promptly notifying AI of any changes to such information.
- c) Late Payments. Any undisputed amount not paid when due will be subject to finance charges equal to 2% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. If any undisputed amount is not paid when due, AI may condition future subscription renewals and Sales Orders on payment terms that are shorter than those specified in this section.
- d) Taxes. Fees do not include any taxes, levies, duties or similar assessments of any nature including value-added, sales, use or withholding taxes (the "Taxes"). Customer is responsible for paying all Taxes under this Agreement. If AI has the legal obligation to pay or collect Taxes under this section, AI will invoice Customer unless Customer provides AI with a valid tax exemption certificate. AI is responsible for taxes assessed against it based on its income, property or employees.
- e) Suspension. AI may immediately suspend Customer's account and access to the Services if (i) Customer fails to make payment due within 10 business days after AI has provided Customer with written notice of such failure; (ii) Customer violates this Agreement; or (iii) if reasonably required to prevent unauthorized access to Customer Data. Any suspension by AI of the Services under the preceding sentence will not relieve Customer of its payment obligations. Limited Offerings may be terminated or suspended at any time and without notice.

5) TERM, RENEWAL AND TERMINATION

- a) Subscription Term. The Subscription Term for each subscription shall be as specified in the applicable Sales Order. Subscriptions will automatically renew for additional periods equal to the expiring Subscription Term or for one year (whichever is shorter) unless: 1) otherwise provided on a Sales Order; or 2) either party provides written notice of non-renewal at least 30 days prior to the end of the relevant Subscription Term; or 3) the current subscription is a free trial, in which case the subscription will terminate at the end of the initial term.
- b) Agreement Term and Termination. This Agreement starts on the Effective Date and continues until all subscriptions have expired unless it is terminated earlier according to this section. A party may terminate this Agreement for cause if: 1) the other party does not cure its material breach within 30 days of receiving written notice from the non-breaching party; or 2) the other party becomes the subject of a petition in bankruptcy or other proceeding related to insolvency. AI may terminate this Agreement for cause: 1) within 10 days written notice of Customer's failure to timely pay undisputed amounts due under this Agreement; or 2) immediately upon Customer's breach of Section 3 c). If this Agreement is terminated by AI for cause, Customer will pay any unpaid fees covering the remainder of all Subscription Terms.
- c) Effect of Termination. No refunds or credits for fees due under this Agreement will be provided by AI if Customer terminates this Agreement prior to the end of all Subscription Terms. Following termination this Agreement, provided Customer makes a written request to AI within 30 days of such termination, AI will make Customer Data available for download and will offer assistance to transition Customer Data at its then prevailing rates for professional services. After such 30 day period, AI shall have no obligation to maintain Customer Data or assist with its transition and AI will thereafter delete or destroy all copies

of Customer Data unless legally prohibited from doing so. Certain sections of this Agreement shall survive termination including limitations of liability, confidentiality, payment terms and miscellaneous.

6) CONFIDENTIALITY AND SECURITY

- a) Definition. “Confidential Information” means all information disclosed by or otherwise obtained from a party (“Disclosing Party”) to or by the other party (“Receiving Party”), whether orally, visually, 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. Customer’s Confidential Information includes Customer Data. AI’s Confidential Information includes Software, Services, Documentation and its other intellectual property. Confidential Information of each party shall include the terms and conditions of this Agreement and each Sales Order as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by or on behalf of such party. Confidential Information does not include any information that: 1) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; 2) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; 3) is received from a third party without breach of any obligation owed to the Disclosing Party; or 4) was independently developed by the Receiving Party.
- b) Protection of Confidential Information. The Receiving Party shall: 1) use the same degree of care that it uses to protect the confidentiality of its own Confidential Information in accordance with industry best practices and/or legal frameworks of like kind (but in no event less than reasonable care); 2) not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and 3) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors, and agents who need such access for purposes consistent with this Agreement, have been advised of its confidential nature and the existence and importance of this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than these.
- c) Disclosure of Confidential Information. All Confidential Information will remain the sole property of the Disclosing Party and its confidentiality will be maintained and protected by the Receiving Party with the same degree of care as the Receiving Party uses for its own confidential and proprietary information, but in no event, less than a reasonable degree of care. The Receiving Party will not use the Confidential Information except as necessary to fulfill its obligations or to enhance the service experience under this Agreement, nor will it disclose such Confidential Information to any third party during the term of this Agreement and for three years after its termination, without the prior written consent of the Disclosing Party. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. Upon the request of the Disclosing Party, the Receiving Party will collect and surrender, or confirm the destruction or non-recoverable data erasure of, all Confidential Information and all copies thereof, regardless of form, and any such destruction will be certified in writing to the disclosing party by an authorized officer of the receiving party supervising such destruction. However, the Receiving Party shall not be deemed to have retained or failed to return or destroy any Confidential Information if Confidential Information received or stored in digital format is not deleted from servers or back-up sources so long as no attempt is made to recover such Confidential Information from servers or back-up sources, provided that any such retained Confidential Information shall remain subject to the disclosure and use restrictions set forth herein, notwithstanding any termination of this Agreement. The restrictions on the use or disclosure of any Confidential Information will not apply to any Confidential Information: (a) after it has become generally available to the public without breach of this Agreement by the Receiving Party; (b) is rightfully in the Receiving Party’s possession prior to disclosure as evidenced by competent written proof; (c) is independently developed by the Receiving Party without reliance on the Confidential Information; (d) is rightfully received by the Receiving Party from a third party without a duty of confidentiality; or (e) is disclosed under operation of law, but only to the extent of such disclosure as required by law. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which the

Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

- d) Protection of Personal Information. The Receiving Party hereby agrees to: 1) comply with all Laws applicable to Personal Information it receives and shall ensure that all subcontractors of vendors who have access to Personal Information comply with all Laws; 2) agrees to, and agrees to ensure that its subcontractors and/or vendors who have access to Personal Information will, implement and maintain appropriate physical, technical and administrative security measures for the protection of Personal Information as required by any Law including, but not limited to: (i) encrypting all transmitted records and files containing Personal Information that will travel across public networks, and encryption of all data containing Personal Information to be transmitted wirelessly; (ii) any files containing Personal Information contained on a laptop computer or other portable device shall either be deployed behind secure networks and/or shall be encrypted at rest on such device); (iii) retaining Personal Information for a period no longer than is reasonably required to provide the services requested, to meet the purpose for which it was collected, or in accordance with a written retention policy or as may be required by Law; and (iv) encrypting any Personal Information to be transferred to a portable device; 3) not directly or indirectly, divulge, disclose or communicate any Personal Information it receives, unless required by Law and in such case with written permission by the Disclosing Party
- e) Acceptable Use of Services. All products and services subject to this Agreement may be used only for lawful purposes. Customer agrees to comply with all International, Federal, State and Local laws in its use of AI's solutions In addition, Customer agrees not to use AI's cloud platforms to transmit (or receive): copyrighted material or material protected by trade secret (without the permission of the owner); obscene or threatening material; material intended to harm or that might harm minors; material meant to harass; fraudulent material or offers; forged materials; unprotected sensitive information or personal information or traffic using forged or misleading TCP/IP header information. If AI determines that Customer is in violation of this Acceptable Use Of Service, AI will warn Customer about the violation. If Customer does not immediately comply with this Acceptable Use Policy, AI may terminate this Agreement.
- f) Notification of data breach. If a substantive breach of the security of any of AI's systems occurs, AI will notify Customer verbally, within one business day, and in writing, within five (5) business days, of such breach. AI will take immediate action to prevent any further breach of its security, and such action will take place as soon as possible after detection of such breach. AI will then evaluate and identify further action needed to prevent similar breaches of its security and implement such long-term solution a reasonable period of time after detection of the breach.

7) WARRANTIES AND DISCLAIMERS

- a) Warranties. Each party represents and warrants to the other that it has validly entered into this Agreement and has the legal power to do so. AI warrants that: 1) it shall use industry standard safeguards to protect Customer Data; 2) the Services will perform materially in accordance with the Documentation; 3) AI will not materially decrease overall functionality of the Services; 4) the Services will not infringe or otherwise violate any intellectual property rights; 5) the Software shall be free from all liens or other encumbrances; 6) the Services shall be free of Malicious Software; and 7) it will not utilize any open source software in a manner that obligates Customer or AI to disclose, make available, offer or deliver to any third party the source code of any Software owned by or licensed to Customer by AI or its licensors.
- b) Disclaimers. Except as provided in Section 7 a), AI and its affiliates and agents: 1) expressly disclaim any and all warranties, whether express or implied, including but not limited to warranties of merchantability, noninfringement, fitness for a particular purpose, title, quality, accuracy, and any warranties arising from course of dealing, usage, or trade practice; 2) do not warrant that access to Services will be uninterrupted, error-free or secure, or that any information, data, software, or other material accessible or provided through Services is accurate, complete or free of viruses or other

harmful contents or components; 3) shall in no event be liable for any inaccuracy, error, omission, or loss, injury or damage (including loss of data) caused in whole or in part by failures, delays, or interruptions of Services, Software or Documentation.

8) MUTUAL INDEMNIFICATION

- a) Indemnification by AI. AI shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of Services infringes or misappropriates the intellectual property rights of a third party (“Claim”) and shall indemnify Customer for any damages finally awarded against Customer, including reasonable attorney’s fees incurred by Customer in connection with any such Claim; provided, that Customer: 1) promptly gives AI written notice of the Claim; 2) gives AI sole control of the defense and settlement of the Claim (provided that AI may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and 3) provides all reasonable assistance at AI’s expense.
- b) Exclusions. AI will have no obligation under this section for any Claim to the extent that it arises out of or is based upon: 1) use of Services in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; 2) use of Services by Customer for purposes not intended or outside the scope of the license granted to Customer; 3) Customer’s failure to use Services in accordance with instructions provided by AI, if the infringement or misappropriation would not have occurred but for such failure; or 4) any modification of Services not made or authorized in writing by AI where such infringement or misappropriation would not have occurred absent such modification.
- c) Remedy. If Customer’s use of Services is, or in AI’s reasonable opinion is likely to become, enjoined or materially diminished as a result of a Claim, then AI will, at its sole option, either: 1) procure the continuing right of Customer to use the Services; 2) replace or modify Services in a functionally equivalent manner so that it no longer infringes; or 3) terminate this Agreement and refund to Customer all unused subscription fees paid by Customer with respect to such Services. This section states AI’s sole and exclusive liability, and Customer’s sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by any Services.
- d) Indemnification by Customer. Customer shall defend AI against any claim made or brought against AI by a third party alleging that Customer Data, or Customer’s use of the Services is in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and shall indemnify AI for any damages finally awarded against, and for reasonable attorney’s fees incurred by, AI in connection with any such claim; provided, that AI: 1) promptly gives Customer written notice of the claim; 2) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle any claim unless the settlement unconditionally release AI of all liability); and 3) provides to Customer all reasonable assistance, at Customer’s expense.

9) LIMITATIONS OF LIABILITY

- a) Disclaimer of Indirect Damages. Notwithstanding anything to the contrary contained in this Agreement, AI does not have any liability towards Customer for any damages caused by: 1) the use or inability to use any Software, Documentation or Services; 2) the cost of procurement of substitute goods and Services; 3) accuracy of data transferred to any other software or service; or 4) instances in which Customer Data stored or communicated through Services is accessed by third parties through illegal or illicit means; including without limitation situations in which Customer data is accessed through the exploitation of security gaps, weaknesses or flaws that may exist. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR

NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

- b) Cap on Liability. EXCEPT FOR LIABILITY ARISING OUT OF SECTION 8, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTIONS 4 AND 5.
- c) Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this Agreement between the parties. This allocation is reflected in the pricing offered by AI to Customer and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this Agreement. The limitations in this section will apply notwithstanding the failure of essential purpose of any limited remedy in this Agreement.

10) ADDITIONAL TERMS RELATED TO AI REMOTE MONITORING DEVICE TELEMETRY

- a) Definitions.

"Agent" means an entity (other than AI) that is authorized to market and sell service on AI's behalf.

"Carrier" means any operator of a satellite or terrestrial wireless communications network that is a part of the Bullhorn® network (for example, Orbcomm, AT&T, Kore Wireless, Iridium and Skywave).

"End User" means a person or entity purchasing Bullhorn service to monitor its equipment either directly from AI or through one of its Agents.

"Governmental Authority" means any federal, state, local or other governmental agency or authority of the United States or any other country.

"Network" means the communications network(s) operated by selected carrier(s) available for resale by AI to support the Telemetry Service.

"Number" means the ten (10) digit telephone number assigned to a Bullhorn remote monitoring device that allows access to a carrier's services.

"Permits" means any franchise, license, exemption, consent, approval, authorization or registration; the issuance of which is required by a governmental authority with jurisdiction in any country to facilitate the provision of Telemetry Services.

"Telemetry Service" means the use of the network and the Bullhorn remote monitoring system.

- b) Telemetry Service. Payment in full of any Telemetry Service fees entitles Customer access to such service for the number of devices active in the system and for the amount of data specified in the Sales Order. AI reserves the right to deactivate any device that it deems to be malfunctioning. The Telemetry Service, devices and Software are provided "as is" and "as available". AI is not obligated to provide such Telemetry Service or refund fees when such service is unavailable to AI. Customer acknowledges that such service may depend upon factors including antennas, topography & environment & is subject to change without notice.
- c) Carrier Terms. End User shall not have and shall not acquire any proprietary interest in the Number or any other numbers or codes associated with or allocated to a remote monitoring device. End User acknowledges and understands that it shall bear all responsibility, risk and cost associated with developing and maintaining its business, and neither AI nor its Carriers shall be liable to End User for any costs or damages caused by any failure or impaired performance of the Network or Service. End User acknowledges that AI and its Carriers shall supply the Service on a good faith efforts basis and that service failures and interruptions may occur and are difficult to assess as to cause or resulting damages. The parties agree that none of AI, the applicable Carrier, nor any Affiliate of either shall be liable to End

User for any losses or damages of any kind whatsoever arising out of any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure, theft or destruction or unauthorized access to, alteration of or use of records associated with the Network or the Service, whether for breach of contract, tortious behavior, negligence or under any other cause of action. Use of the Network or the Service is authorized by Governmental Authorities only in certain countries and is permissible only when all Permits have been received from the applicable Governmental Authorities. In addition, use of a remote monitoring device is only permissible if it has been specifically approved for use in that country or territory. For information on those countries or territories in which use of the Network is authorized, please contact Your AI representative.

- d) Carrier Warranty and Limitation of Liability. NO CARRIER HAS MADE, OR SHALL BE DEEMED TO HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE NETWORK OR SERVICE OR ANY EQUIPMENT PURCHASED IN CONNECTION THEREWITH. AI AND EACH CARRIER EXPRESSLY DISCLAIMS AND END USER EXPRESSLY WAIVES, RELEASES AND RENOUNCES ALL WARRANTIES ARISING BY LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY WARRANTY AGAINST CLAIMS OF PATENT INFRINGEMENT OR THE LIKE; (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE; (D) ANY WARRANTIES AS TO THE ACCURACY, AVAILABILITY OR CONTENT OF ANY NETWORK OR SERVICE PROVIDED BY AI OR ITS CARRIERS; AND (D) ANY WARRANTY UNDER ANY THEORY OF LAW, INCLUDING ANY TORT, NEGLIGENCE, STRICT LIABILITY, CONTRACT OR OTHER LEGAL OR EQUITABLE THEORY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING, BUT NOT LIMITED TO, STATEMENTS REGARDING CAPACITY OR SUITABILITY FOR USE, THAT IS NOT CONTAINED IN THIS AGREEMENT SHALL BE DEEMED TO BE A WARRANTY BY AI OR ITS CARRIERS. IN NO EVENT SHALL AI OR ITS CARRIERS HAVE ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY TO SUBSCRIBER UNDER THIS AGREEMENT FOR LOSS OF USE, REVENUE OR PROFIT OR ANY OTHER INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN ADDITION, IN NO EVENT SHALL ANY LIABILITY OF AI OR ITS CARRIERS EXCEED THE AMOUNT OF ONE THOUSAND U.S. DOLLARS (US\$1,000.00).

11) ADDITIONAL TERMS RELATED TO CARTOPAC ENTERPRISE

a) Definitions

“Authorized Sublicensed Material” means any technology, data, software or online services licensed to AI by any Third-Party Partner for sublicense to AI Customers as part of the CartoPac Construction Manager solution.

“Third-Party Partner” means any third-party partner of AI, licensor, or solutions provider associated with the CartoPac Construction Manager solution and/or the owner of any Authorized Sublicensed Material contained therein.

b) Use of Authorized Sublicensed Materials

- i) All Authorized Sublicensed Materials are for the internal use of Customer only and Customer is expressly prohibited from utilizing Authorized Sublicensed Materials for any revenue generating activities, utilizing the Authorized Sublicensed Materials independently from the AI Services and/or with any other product or service not approved by AI in writing. Customer is prohibited from storing, caching, using, uploading, distributing or sublicensing content or otherwise using Authorized Sublicensed Materials in violation of any Third-Party Partner rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws or any other applicable law or regulation.
- ii) Customer shall comply will all relevant export laws and regulations of the United States including but not limited to the Export Administration Regulations (EAR), including prohibited end users as referenced in Part 44 and Supplement No. 4 to Part 44 of the EAR (<https://www.bis.doc.gov/index.php/documents/regulations-docs/2343-part-744-control-policy-end-user-and-end-use-based-2/file>) and <https://www.bis.doc.gov/index.php/documents/regulations-docs/2347-744-suppl-4-6/file>);

International Traffic in Arms Regulations (ITAR); and the United States Department of Treasury, Office of Foreign Assets Control (OFAC) regulations and Customer shall ensure that the Services, including any Authorized Sublicensed Materials are not exported, reexported, transferred, diverted, used or accessed, directly or indirectly, in violation of any United States export laws and regulations. When applicable, Customer shall provide AI with any information about Customer's export and distribution activities as may be requested by AI.

- iii) Customer shall not remove or obscure any patent, copyright, trademark, proprietary rights notices or legends contained in or affixed to any Authorized Sublicensed Materials, output, metadata file or online or hard copy attribution page of any Documentation or data associated with the Authorized Sublicensed Materials.

c) Liability and Warranty Disclaimer

CUSTOMER ACKNOWLEDGES THAT AI AND ANY APPLICABLE THIRD-PARTY PARTNER EXPRESSLY DISCLAIM ANY ADDITIONAL CLICK-THROUGH TERMS AND CONDITIONS INCLUDED WITH THE AUTHORIZED SUBLICENSED MATERIALS, INCLUDING THE ESRI CLICK-THROUGH MASTER AGREEMENT (E204CW). THIRD-PARTY PARTNERS DO NOT WARRANT THAT ANY DATA AND AUTHORIZED SUBLICENSED MATERIALS WILL MEET THE CUSTOMER'S NEEDS OR EXPECTATIONS; THAT THE USE OF DATA, AUTHORIZED SUBLICENSED MATERIALS AND SERVICES WILL BE UNINTERRUPTED; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. THIRD-PARTY PARTNER DOES NOT INVITE RELIANCE ON THE DATA IN AUTHORIZED SUBLICENSED MATERIALS AND CUSTOMER SHALL VERIFY ACTUAL DATA IN THE AUTHORIZED SUBLICENSED MATERIALS. ANY WARRANTY OFFERED BY AI IN RESPECT TO THE SERVICES CONTAINING AUTHORIZED SUBLICENSED MATERIALS SHALL APPLY ONLY BETWEEN AI AND CUSTOMER. THIRD-PARTY PARTNERS OFFER NO WARRANTIES OR INDEMNITIES TO CUSTOMER FOR THE AUTHORIZED SUBLICENSED MATERIALS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THIRD-PARTY PARTNER AND ITS LICENSORS HEREBY DISCLAIM LIABILITY FOR ALL DAMAGES OR LOSS OF ANY KIND, WHETHER DIRECT, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL ARISING FROM THE USE OF THE SERVICES, INCLUDING BUT NOT LIMITED TO LIABILITY FOR THE USE OF SERVICES IN HIGH-RISK ACTIVITIES OR LIABILITY RELATED TO DATA SUPPLIED BY THIRD-PARTY PARTNER.

d) Termination of Services

Customer shall, at termination of this Agreement, the Services, or the Partner Network Agreement between AI and Third-Party Partner (i) cease access and use of the terminated Authorized Sublicensed Materials; and (ii) clear any Customer-side data cache derived from the terminated Authorized Sublicensed Materials in the Services.

12) GENERAL

- a) Relationship. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties.
- b) Assignability. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Notwithstanding the preceding sentence, AI may assign this Agreement without the other party's prior written consent in the case of a merger, acquisition or other change of control.
- c) Notices. Except as otherwise provided herein, all notices to the parties shall be sent to the addresses listed on the Sales Order. All notices must be made either via email, conventional mail, or overnight courier. Notice sent via conventional mail, using registered mail, is deemed received four business days after mailing. Notice sent via email or overnight courier is deemed received the second day after having been sent. AI may broadcast notices or messages through the Services or by posting notices or

messages on AI's web site to inform Customer of changes to the Services, or other matters of importance.

- d) Force Majeure. Except for payment obligations for Services rendered, neither party shall be liable in damages or have the right to terminate this Agreement or any Sales Order for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to acts of god, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, internet service provider, or communications failure).
- e) Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future.
- f) Severability. Should any term and condition hereof be declared illegal or otherwise unenforceable, it shall be severed from the remainder of this Agreement without affecting the enforceability of the remaining portions.
- g) Governing Law. This Agreement and all matters arising out of or relating to this Agreement, shall be governed by the laws of the state of Texas. Any dispute or disagreement arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located within Travis County Texas and both parties hereto hereby irrevocably consent to venue and personal jurisdiction in such courts.
- h) Entire Agreement. This Agreement and the exhibits or attachments, if any, constitutes the entire Agreement between the parties hereto regarding Customer's use of Services and supersedes all prior agreements, representations, arrangements and understandings, whether oral or written, express or implied, with respect to the subject matter. In the event of conflict or inconsistency among the following documents, the order of precedence is: 1) Sales Order, 2) Agreement, 3) Documentation. These terms and conditions apply to future purchases of products and Services by Customer from AI. AI may unilaterally update this Agreement from time-to-time. In the event AI believes such change is a materially alteration of these terms, AI will provide Customer with written notice describing such change. Customer's continued use of the Services following such updates constitutes Customer's acceptance of the same.

EXHIBIT A

HOSTED SERVICES TERMS AND CONDITIONS

1) HOSTED SERVICES

- a) Platform. If ordered by Customer in a Sales Order, the Software and/or the Platform will be provided to Customer as part of the Services and will, at a minimum, enable Customer to: (a) access Customer Data and agreed functionality, (b) manage the administrative requirements of the Software, and (c) perform other functionality as may be detailed in the Documentation. While the Platform may be multi-tenant, AI shall ensure that the database containing Customer Data is logically segregated from any other customer's database. Physical segregation is available upon Customer request and is subject to an additional fee through a Sales Order ("SO"). Upon Customer request, AI will provision a pre-production (test) environment to enable Customer to validate any integration points between Customer systems and the Platform. Pre-production environment must be requested in advance through a Sales Order and is subject to an additional fee. Pre-production environments cannot be used by the Customer to reject rollout of security updates as deemed necessary by AI.
- b) Cooperation. Customer will assist AI to implement the necessary integration required for the performance of Hosted Services. Customer will: (a) provide AI with access to Customer's information reasonably necessary for providing the Hosted Services; (b) to the extent necessary, and on being given reasonable notice by AI, make all the relevant User details available to AI in a timely manner; (c) on being given reasonable notice by AI, have a representative present or available at all times during Platform set-up and Software configuration. Customer acknowledges that AI's ability to provide Hosted Services and establish such services upon the agreed schedule is dependent upon Customer's full and timely cooperation with AI, as well as the accuracy and completeness of any information and data Customer provides to AI.
- c) Acceptance. AI will notify Customer when the Platform is ready for UAT. If a defect is found during UAT, a detailed description of the nature of such defect will be noted in a written deficiency report delivered to AI. Within two (3) business days, AI will provide Customer with an estimate of the time necessary for AI to correct the reported defect (the "Corrective Period"). Upon correction of the reported defect during the Corrective Period, the foregoing acceptance process will be repeated until the acceptance form is signed by Customer, provided that if the Parties have to repeat more than three times the foregoing acceptance process (i.e., AI has submitted three acceptance forms and another defect is found), Customer may terminate this Agreement without further liability. Customer must provide acceptance or rejection within a mutually agreed upon time at the time. Customer will not delay its acceptance because of its own failures or the failures of a Third party. If Customer uses the Platform in production mode (meaning Users are able to access the Platform functionality and AI configured the Software with production data), or without other written arrangement between the Parties, the Platform will be deemed to be accepted and all associated service fees will be due and payable thirty (30) days from receipt of invoice, and such invoice will be issued based on the date that production operations started.
- d) Performance/Availability. AI will monitor the Platform 24x7x365 to detect abnormalities. This includes network monitoring, firewall monitoring, servers, and storage monitoring, as well as application monitoring. Hosted Services are provided as available, and AI makes no guarantee that the Hosted Services will be available continuously. AI shall provide the Hosted Services with availability (uptime) of 99.0% measured annually, which does not include time for scheduled maintenance activities. The stated availability does not cover impact from Force Majeure events but, such coverage is available upon Customer request. Force Majeure availability coverage (Disaster Recovery and service BCP) must be requested in advance through a Sales Order and is subject to an additional fee. AI reserves the rights to perform monthly maintenance activities aimed at updating its systems with recommended patches and fixes. AI reserves the right to temporarily suspend access to the Hosted Services: a) during planned downtimes for upgrades and maintenance (reasonable notice of such downtimes will be

provided to Customer); b) during any unavailability beyond our reasonable control such as acts of nature, acts of terror or civil unrest; c) during technical failures beyond our control such as inability to access the internet or denial of service attacks; or d) if AI suspects or detects Malicious Software. A high-speed Internet connection is required for proper use of the Hosted Services. Customer is responsible for procuring, securing and maintaining network connections that connect Users to the Hosted Services, including but not limited to, "browser" software that supports protocols used by AI. AI is not responsible for notifying Customer or Users of any upgrades, fixes or enhancements to any such software or for any compromise of Customer Data transmitted across networks or telecommunications facilities that are not owned, operated or controlled by AI. AI is not responsible for failure to meet service levels resulting from a failure of Internet, mobile networks, a Customer failure or unavailability of Customer's network, or any part of the infrastructure that is utilized by Users to access or use the Hosted Services, and which is outside of the reasonable control of AI.

- e) Support and Maintenance. AI shall provide support for the Software and the Platform. If, at any time during the subscription period, the Platform fails to operate in accordance with the Documentation, AI will provide a replacement Platform to Customer within two (2) business days. Provided that the failure of the Platform to operate in accordance with the Documentation is not due to the loss, abuse, neglect or failure of Customer to follow instructions in the Documentation for the operation and use of the Platform, the replacement Platform will be provided to Customer at no charge. Customer agrees to return any failed Platform to AI within 10 days.
- f) Security. AI shall establish information security measures and procedures according to best practices industry standards to protect from disclosure and prevent access to Customer Data from unauthorized access. AI shall have systems in place to promptly detect any unauthorized access. In the event of any breach, AI shall promptly rectify such breach, repair any damage, and promptly notify Customer of such details. AI shall take reasonable and prudent steps to ensure the security of Customer Data and systems, including but not limited to:
- i) Establish and maintain an information security program that defines information protection policies, procedures and practices that comply with industry best practices, applicable laws, rules, and regulations that are within the scope of this Agreement to preserve the confidentiality, availability, integrity of Customer Data.
 - ii) Maintain and implement procedures to physically and logically segregate Customer Data and Confidential Information from AI's data and data belonging to AI's other customers. The applicable database containing Customer Data will reside behind a firewall, and not be directly accessible from the internet.
 - iii) Maintain adequate training program so that its employees and any others, acting on its behalf are aware of and adhere to its security program. AI shall exercise necessary and appropriate supervision over its employees and others acting on its behalf to maintain appropriate confidentiality, integrity, and availability of Customer Data.
 - iv) Apply industry best practices, not to transmit or allow transmission of Malicious Code by other Third Parties to Customer systems.
 - v) AI's computers, networks or applications will not be installed in such a way as to compromise the security of an existing network. AI's computer connected to a network will not present an unsecured pathway between one network and another. AI's networks will be designed and administered in such a way that the failure of any attached element will not leave the entire network exposed to unauthorized access.
 - vi) Implement integrity controls to prevent unauthorized disclosure or modification of data during transit, storage, or processing. Implement data destruction processes to render media storage devices unreadable before being discarded, or otherwise disposed.
 - vii) Install and maintain up to date operating systems, applications and security patches on AI computer systems that have access or are used to manage the Platform.

- viii) Maintain, to the extent possible as to not interrupt the Hosted Service unnecessarily, up to date operating system, applications, security patches as well as security access controls in AI systems that are used to store or process Customer Data.
 - ix) Perform, on a regular basis, risk assessment and self-audits to identify areas of vulnerability in its solutions designs and will promptly address findings. Self-audits shall identify vulnerabilities, including through penetration testing, in AI's systems, and/or other facilities and shall identify controls to address such vulnerabilities and assess controls adequacy.
 - x) Customer may request additional security controls which must be requested in advance through a Sales Order and are subject to additional fees.
- g) Data Backup. AI shall perform regular backups intended to ensure ability to recover system or applicative data according to the industry standards and the criticality of the system components. AI will perform weekly backup of up to 20 GB of customer service data and will retain such data for not longer than three (3) months. Customer may request changes to the default AI backup implementation which must be requested in advance through a Sales Order and is subject to additional fees.
- h) Usage Limits. Hosted Services are subject to usage limits specified in the Agreement. Unless otherwise approved in writing by AI: a) Hosted Services may not be accessed by more than the number of Users specified the Sales Order and paid for in advance by Customer; b) a User's password may not be shared with another individual; c) a User's identification may only be reassigned to a new individual replacing one that is no longer using the Hosted Service; d) Customer may not exceed 100 GB of data download per month from the Hosted Services; e) Customer shall not disassemble, decompile, reverse engineer (except to the extent that the reverse engineering restriction is prohibited by law and then Customer shall provide AI prompt written notice of any such action), copy, distribute, modify or resell Hosted Services except as expressly permitted by this Agreement. If Customer exceeds any of these limits, AI shall have the right to charge Customer additional fees and may suspend Hosted Services until such fees are documented by a SO and paid in full.
- i) Platform Upgrades. Platform patches, security or functional bug fixes, alterations, improvements, corrections, revisions, releases, new versions, or any other changes to the Platform and any related underlying infrastructure is considered a maintenance activity. AI reserves the right to plan and roll out Platform Upgrades based on its internal roadmap and schedule. Customers are encouraged to recommend and request changes and improvements in functionality of the Platform. Any new or modified functionality added to the Hosted Services and any updates or enhancements to the Hosted Service are subject to the terms of this Agreement. Customer ability to utilize new functionality of the Hosted Service introduced through Major Release Upgrades may require additional licensing.
- j) Software Upgrades. Software Upgrades are only available to those Customers utilizing a dedicated SQL server environment. AI will provide the Customer with thirty (30) days' prior written notice of any planned Software Upgrade to allow evaluation of possible impact on Customer systems. AI will work with Customer in good faith to mitigate possible impact of Software Upgrades. In the event Customer identifies such impact, Customer shall provide AI with a reasonable amount of time to mitigate or correct the impact. If following AI's opportunity to correct, Customer chooses not to upgrade, Customer acknowledges that AI shall only be required to provide TSM service to the current or immediately prior version of the Software. Customers are encouraged to recommend and request changes and improvements in functionality of the Software. Any new or modified functionality added to the Software and any updates or enhancements to the Software are subject to the terms of this Agreement. Customer ability to utilize new functionality of the Software introduced through Major Release Upgrades may require additional licensing.
- k) Documentation/Training. Prior the beginning of the Hosted Services, AI will provide to Customer documentation covering access to the Platform, support contacts, processes to initiate or escalate requests to AI, if needed. Upon Customer's request, or no later than the beginning of Hosted Services, AI will also provide to Customer, electronic copies of all applicable technical documentation related to or associated with the Platform, including, operations and administration manuals for the interfaces

exposed to Customer, project definitions, integration diagrams, and test plans and cases, each of which allow for interconnectivity with the Hosted Services. Hosted Services do not include User training.

- l) Customer and Third-Party Failure. AI will not be liable for any failure to perform an obligation of AI that is contingent on Customer performing an obligation imposed on Customer to the extent of a Customer Failure or a Third-Party Failure. "Customer Failure" will mean Customer's material failure to perform a task designated in the CRS or SO to be performed by Customer that causes a failure or delay in AI's performance hereunder. "Third-Party Failure" will mean other parties material failure to perform a task described in the CRS or SO contracted or otherwise and performed by those other parties causing a failure or delay in AI's performance hereunder.
- m) Customer Responsibilities. Customer is responsible for User compliance with this Agreement and ensuring that its use of the Hosted Service complies with all applicable laws and regulations. Customer shall: 1) be responsible for the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired it; 2) use commercially reasonable efforts to prevent unauthorized access to Hosted Services, Software and Documentation and shall promptly notify AI in writing of any such unauthorized access or use; and 3) use the Software and Hosted Services in accordance with the Documentation. If there is unauthorized use by anyone who obtained access through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use and will assist with any actions taken by AI to prevent or terminate such unauthorized use. Customer shall not (by itself or through its Third-parties): 1) make Hosted Services or Software available to anyone other than Users including anyone operating as a service bureau to benefit Third-parties; 2) knowingly interfere with or disrupt the integrity or performance of the Hosted Services or any data contained therein; 3) attempt to gain unauthorized access to Hosted Services or their related systems; 4) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any software associated with Services; 5) use Hosted Services to knowingly post, transmit or store any content that is unlawful, harmful, racist, hateful, obscene or discriminatory (including Malicious Software); 6) access any part of Hosted Services, Software or Documentation in order to build a competitive product or service; or 7) use any of AI's intellectual property except as permitted under this Agreement.
- n) Term. Hosted Services are provided for annual terms paid in advance. The Hosted Service annual fees and number/type of Users are specified in the Sales Order. Customer shall have the right, but not the obligation, to renew for additional periods. Customer may add Users and will be billed for such additional fees on a pro-rata basis to maintain the annual renewal data. Unless notified at least 30 days in advance, upon expiration Hosted Services subscription term will automatically renew for another term equal to the duration of the previous term or 1 year, whichever is the lesser.
- o) Termination. This Agreement starts on the Effective Date and continues until expiration unless it is terminated earlier according to this Section. A party may terminate this Agreement for cause if: 1) the other party does not cure its material breach within thirty (30) days of receiving written notice from the non-breaching party; or 2) the other party becomes the subject of a petition in bankruptcy or other proceeding related to insolvency. AI may terminate this Agreement for cause: 1) within ten (10) days written notice of Customer's failure to timely pay undisputed amounts due under this Agreement or as provided in Confidentiality/Rights Section. If this Agreement is terminated by AI for cause, Customer shall not be refunded for any pre-paid but unused payment. If this Agreement is terminated by Customer for cause, AI will refund any pre-paid but unused payment.
- p) Transition. Upon Customer's written request, AI will assist Customer with the transition of Hosted Services data to Customer within a mutually agreed timeframe. AI will provide all such services for the transition as is reasonably necessary to effectuate it and Customer will pay AI for such services and associated expenses at AI's prevailing services rates or as negotiated between the parties. Shall the Customer wish to continue to use the Software within its own premises, Customer will have to purchase Software license and associated Technical Support and Maintenance services as applicable at the time of transition prices.