

Master Subscription Agreement

Effective as of February 06, 2019.

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT BETWEEN CUSTOMER AND ANCILE AND GOVERNS CUSTOMER'S USE OF AND ACCESS TO THE SERVICES BY CUSTOMER AND ITS USERS WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES. By accepting this Agreement, either by accessing or using a Service, or authorizing or permitting any User to access or use a Service, Customer agrees to be bound by this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), Customer is agreeing to this Agreement for that Entity and representing to ANCILE that Customer has the authority to bind such Entity and its Affiliates to this Agreement, in which case "Customer," "Customer's" or a related capitalized term herein shall refer to such Entity and its Affiliates. If Customer does not have such authority, or if Customer does not agree with this Agreement, Customer must not accept this Agreement and may not use any of the Services.

1. DEFINITIONS

When used in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

- **Account:** means any accounts or instances created by or on behalf of Customer and its Users within the Services.
- **Affiliate:** means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby "control" (including, with correlative meaning, the terms "controlled by" and "under common control") means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.
- **Agreement:** means the Master Subscription Agreement

together with any and all Supplemental Terms, Additional Features and Order Forms along with the ANCILE Privacy Policy located on ANCILE's Site.

- **ANCILE:** means ANCILE, Solutions, Inc., a Delaware corporation, or any of its successors or assignees.
- **Applicable Data Protection Law:** means the following data protection law(s): (i) where Customer (acting as data controller or data processor) are established in an European Economic Area ("EEA") member state or where Customer's Users access the Services from an European Economic Area ("EEA") member state, the EU Regulation 2016/679 (and any applicable national laws made under it); (ii) where Customer is established in Switzerland, the Swiss Federal Act of 19 June 1992 on Data Protection (as may be amended or superseded); or (iii) where Customer is located in the United States of America, the applicable federal, state, and local laws and regulations.
- **API:** means the application programming interfaces developed and enabled by ANCILE that permit Customer and its Users to access certain functionality provided by the Services.
- **Associated Services:** means products, services, features and functionality designed to be used in conjunction with the Services but not included in the Subscription, including, without limitation, integrations and applications created or developed by ANCILE or its Affiliates which will be governed by this Agreement unless ANCILE otherwise communicates a different agreement to Customer at the time of Customer's deployment of or access to the integration or application. For avoidance of doubt, none of the Services or any other product, service, feature or functionality that is expressly stated to be governed by any alternative license, agreement or terms shall be deemed an Associated Service.
- **Beta Services:** means a product, service or functionality provided by ANCILE that may be made available to Customer to try at Customer's option at no additional charge which is clearly

ANCILE

www.ancile.com • legal@ancile.com • +1 855-426-2453

designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

- **Confidential Information:** means all information disclosed by Customer to ANCILE or by ANCILE to Customer which is in tangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, information relating to ANCILE’s security policies and procedures. For purposes of this Agreement, this Agreement as well as Service Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party by a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without use of the disclosing Party’s Confidential Information.

- **Consulting Services:** means consulting and professional services (including any training, success or implementation services) provided by ANCILE or its authorized subcontractors as indicated on an Order Form or other written document such as a statement of work “SOW”, as defined below.

- **Documentation:** means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services or describing Services, as applicable, provided or made available by ANCILE to Customer in the applicable ANCILE help center(s); provided, however, that Documentation shall specifically exclude any “community moderated” forums as provided or accessible through such knowledge base(s).

- **Known Target Application:** means the application(s) specified in an Order Form for which the Customer may use the Services. Unless otherwise specified, Customers must purchase the ability to use the Services for each individual software application the customer wishes to support or document using the Services. Unless otherwise specified, all users of a Known Target Application according to Customer’s records must be licensed Users of the Services.

- **Order Form:** means any of ANCILE’s generated service order forms executed or approved by Customer with respect to Customer’s subscription to a Service, which form may detail, among other things, the number of Users authorized to use a Service under Customer’s subscription to a Service.

- **Personal Data:** means any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

- **Personnel:** means employees and/or non-employee service providers and contractors of ANCILE engaged by ANCILE in connection with performance hereunder.

- **Processing/To Process/Processed:** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

- **Service(s):** means the products and services that are ordered by Customer via an Order Form referencing this Agreement, whether on a trial or paid basis, and made available online by ANCILE, via the applicable login link and other web pages designated by ANCILE, including, individually and collectively, the applicable Software, updates, API, Documentation, and all applicable Associated Services that Customer has purchased or deployed or to which Customer has subscribed (“Deployed Associated Services”) that are provided under this Agreement. Any content, work product, or derivatives thereof created by Customer using any of the foregoing resources are deemed to be part of the Services, and any access thereto is limited to the number of Users of the subscription purchased by Customer. “Services” exclude Third Party Services as that term is defined in this Agreement and Associated Services that are not provided under this Agreement. From time to time the names and descriptions of the Services or any individual Service may be changed. To the extent Customer and its Users are given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

- **Service Data:** means electronic data, text, messages, communications or other materials submitted to and stored within a Service by Customer's Users in connection with Customer's use of such Service, which may include, without limitation, Personal Data.
- **Site:** means a website operated by ANCILE, including www.ancile.com, ancileuperform.com, as well as all other websites that ANCILE operates.
- **Software:** means software provided by ANCILE (either by download or access through the Internet) that allows Users to use any functionality in connection with the applicable Service.
- **Subscription Term:** means the period during which Customer has agreed to subscribe to a Service with respect to any individual User.
- **Supplemental Terms:** means the additional terms and conditions that are (a) contained in this Agreement under the Section entitled, "Supplemental Terms and Conditions" which apply and are incorporated into this Agreement with certain Services, features, or functionality; (b) included or incorporated on an Order Form (e.g. when a Deployed Associated Service is purchased); or (c) applicable to Consulting Services when purchased by Customer.
- **Third Party Services:** means third party products, applications, services, software, networks, systems, directories, websites, databases and information obtained separately by Customer which a Service links to, or which Customer may connect to or enable in conjunction with a Service, including, without limitation, Third Party Services which may be integrated directly into Customer's Account by Customer or at Customer's direction.
- **User:** means any named individual person authorized by Customer to create, view, or consume content created using any of the components of the Services as identified through a unique login or otherwise uniquely identified by Customer. A Customer may not reuse or reassign a User to another individual unless that individual no longer works for Customer. Customer acknowledges and agrees that any amount of use by a User is deemed sufficient to fully consume each User license.

2. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICES

2.1 During the Subscription Term and subject to compliance

by Customer's Users with this Agreement, Customer has the limited right to access and use a Service consistent with the Subscription(s) that Customer subscribes to in support of the Known Target Application(s) only, together with all applicable Deployed Associated Services, for Customer's internal business purposes. An Affiliate may receive Services under this Agreement provided that such Affiliate directly enters into a Service Order Form. By entering into a Service Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Customer will be responsible for its Affiliates' compliance with this Agreement. ANCILE will (a) make the Services and Service Data available to Customer pursuant to this Agreement and the applicable Order Forms; (b) provide applicable standard customer support for the Services to Customer at no additional charge as detailed on the applicable Site and Documentation; (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (i) during planned downtime for upgrades and maintenance to the Services (of which ANCILE will use commercially reasonable efforts to notify Customer in advance both through ANCILE's Site and a notice to Customer's Account owner and Users) ("Planned Downtime"); and (ii) for any unavailability caused by circumstances beyond ANCILE's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving ANCILE's employees), Internet service provider failure or delay, Third Party Services, or acts undertaken by third parties, including without limitation, denial of service attack ("Force Majeure Event").

2.2 Customer may not use the Services to provide customer service, support, content creation or delivery services, or other outsourced business process services to or on behalf of any third party (other than Affiliates).

2.3 Customer is responsible for procuring and maintaining the network connections that connect Customer's network to the Services, including, but not limited to, "browser" software that supports protocols used by ANCILE, including the Transport Layer Security (TLS) protocol or other protocols accepted by ANCILE, and to follow procedures for accessing services that support such protocols. ANCILE is not responsible for notifying Customer or Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by

ANCILE. ANCILE assumes no responsibility for the reliability or performance of any connections as described in this section.

2.4 In addition to complying with the other terms, conditions and restrictions set forth in this Agreement, Customer agrees not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than authorized Users in furtherance of Customer's internal business purposes as expressly permitted by this Agreement; (b) use the Services to Process data on behalf of any third party other than Customer or Users; (c) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (d) use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (e) use the Services to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (f) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (g) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (h) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; (i) use the Services to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (j) use the Services to store or transmit any "protected health information" as that term is defined in 45 C.F.R. 160.103, unless expressly agreed to otherwise in writing by ANCILE; (k) use the Services to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); (l) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser; (m) use the Services to store or transmit any financial, PCI, or similar information unless expressly agreed to otherwise in writing by ANCILE or (n) attempt to use, or use the Services in violation of this Agreement.

2.5 As between Customer and ANCILE, Customer is responsible for compliance with the provisions of this Agreement by Customer and its Users for any and all activities that occur under Customer's Account. Without limiting the foregoing, Customer is solely responsible for ensuring that use of the

Services to store and transmit Service Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations Customer may maintain or enter into with Users. Customer also maintains all responsibility for determining whether the Services or the content generated thereby is accurate or sufficient for Customer's purposes. Subject to any limitation on the number of individual Users available under the applicable Subscription, access to and use of the Services and any work product created is restricted to the specified number of individual Users permitted under Customer's Subscription to the applicable Service. Customer agrees and acknowledges that each User will be identified by a unique username and password ("Login"), either managed by Customer or ANCILE depending on implementation of authentication services, and that a Login may only be used by one (1) named individual. Customer will not share a User Login among multiple individuals. Customer and its Users are responsible for maintaining the confidentiality of all Login information for Customer's Account. ANCILE reserves the right to periodically verify that Customer's use of the ANCILE Services complies with the Agreement and the Services restrictions on ANCILE's Site. Should ANCILE discover that Customer's use of a ANCILE Service is not in compliance with this Agreement or the Services restrictions on ANCILE's Site, ANCILE reserves the right to charge Customer, and Customer hereby agree to pay for, said usage in addition to other remedies available to ANCILE.

2.6 In addition to ANCILE's rights as set forth in Sections 2 and 7.4, ANCILE reserve the right, in ANCILE's reasonable discretion, to temporarily suspend Customer's access to and use of a Service if ANCILE suspect or detect any Malicious Software connected to Customer's Account or use of a Service by Customer or Users.

2.7 Customer acknowledges that ANCILE may modify the features and functionality of the Services during the Subscription Term provided such modifications do not impair or degrade the functionality of the Services.

2.8 Customer may not access the Services if Customer is a direct competitor of ANCILE, except with ANCILE's prior written consent. Customer may not access the Services for the purposes of monitoring performance, availability, functionality, or for any benchmarking or competitive purposes.

2.9 If Customer registers for a free trial for any of the Services, ANCILE will make such Services available to Customer on a

trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s); (b) the start date of any subscription to such Service purchased by Customer for such Service(s); or (c) termination of the trial by ANCILE in its sole discretion. Additional trial terms and conditions may appear on the ANCILE websites. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Please review the applicable Documentation during the trial period so that Customer may become familiar with the features and functions of the Services under applicable Subscriptions before Customer makes a purchase. ANY DATA CUSTOMER ENTERS INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR CUSTOMER, DURING A FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASES THE APPLICABLE SERVICE, OR EXPORTS SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD.

2.10 From time to time, ANCILE may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services in Customer's sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms that will be presented to Customer. Beta Services are not considered "Services" under this Agreement; however, all restrictions, ANCILE's reservation of rights and Customer's obligations concerning the Service, and use of any Third Party Services, shall apply equally to Customer's use of Beta Services. ANCILE will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3. CONFIDENTIALITY; SECURITY AND PRIVACY

3.1 Subject to the express permissions of this Agreement, each Party will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential

Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 3.1 shall supersede any non-disclosure agreement by and between the Parties and such agreement shall have no further force or effect.

3.2 ANCILE will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data, as described in this Agreement. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Service Data by Personnel except (a) to provide the Services and prevent or address service, support or technical problems; (b) as compelled by law in accordance with Sections 3.1(b) or 3.1(c); (c) in accordance with the provisions of Section 3.4; or (d) as Customer expressly permit in writing. ANCILE's compliance with the provisions of Sections 3.2 through 3.5 and 11 shall be deemed compliance with ANCILE's obligations to protect Service Data as set forth in the Agreement.

3.3 To the extent Service Data constitutes Personal Data, Customer and ANCILE hereby agree that Customer shall be deemed to be the data controller and ANCILE shall be deemed to be the data processor as those terms are understood under the Applicable Data Protection Law. Unless otherwise specifically agreed to by ANCILE, Service Data may be hosted by ANCILE or their respective authorized third-party service providers in the United States, the EEA or other locations around the world. In providing the Services, ANCILE may engage other entities within ANCILE and other authorized service providers to Process Service Data, including and without limitation, any associated Personal Data pursuant to this Agreement within the European Economic Area (the "EEA"), the United States and in other countries and territories. Under no circumstances will ANCILE be deemed a data controller with respect to Service Data under Applicable Data Protection Law or any relevant law or regulation of any Member State as defined in Applicable Data Protection Law.

3.4 If Personal Data originates from a User in the EEA, ANCILE will ensure, pursuant to Applicable Data Protection Law that, to the extent that any Service Data constitutes Personal Data, if Service Data is transferred to a country or territory outside of the EEA (a "non-EEA country"), that such transfer will only

take place if: (a) the non-EEA country in question ensures an adequate level of data protection; (b) one of the conditions listed in Article 26(1) of Directive 95/46/EC (or its equivalent under any successor legislation) is satisfied; or (c) the transfer is via the EU-U.S. Privacy Shield Framework. Upon Customer's request and subject to Customer's entry into ANCILE's Data Processing Agreement ("DPA") ANCILE will further ensure that the transfer is subject to the standard contractual clauses designed to facilitate transfers of Personal Data from the EEA to all third countries that have been adopted by the European Commission (known as the, "Model Clauses"), which have been incorporated into the DPA. As a Customer with an active subscription, Customer may execute ANCILE's DPA by emailing Customer's request to ANCILE at legal@ANCILE.com.

3.5 Customer agrees that ANCILE and the third-party service providers that are utilized by ANCILE to assist in providing the Services to Customer shall have the right to access Customer's Account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to provide the Services, including, without limitation, in response to Customer's support requests. Any third-party service providers utilized by ANCILE will only be given access to Customer's Account and Service Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 3.2; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 3.4.

3.6 Whenever Customer or its Users interact with our Services, ANCILE automatically receive and record information on ANCILE's server logs from the browser or device, which may include IP address, "cookie" information, the type of browser and/or device being used to access the Services. "Cookies" are identifiers ANCILE transfer to the browser or device of Customer's Users that allow ANCILE to recognize a User and their browser or device along with how our Services are being utilized. ANCILE also receives and stores any information that Customer and its Users knowingly provide to ANCILE. For example, ANCILE may collect Personal Data such as name, business email address, and IP addresses of Customer and its Users.

3.7 ANCILE neither rents nor sells Customer's Personal Data in personally identifiable form to anyone. However, we may share data with third parties as described below:

- For the purposes of this section, "Usage Data" means aggregated, encoded or anonymized data that ANCILE may collect about a group or category of services, features or users while Customer and its Users use a Service for certain purposes, including analytics, and which does not contain Personal Data. Usage Data is used by ANCILE to help understand trends in usage of the Services.
- ANCILE may share the Usage Data with third parties, including ANCILE's partners and service providers, for various purposes, including to help ANCILE better understand ANCILE's customers' needs and improve ANCILE's Services.
- ANCILE may also publish Usage Data to provide relevant information about the Services and for purposes of marketing. This anonymized information, as segmented by industry, geography and other metrics to provide qualitative insight on customer support metrics and other relevant insights.

4. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to Customer's Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with ANCILE and belong exclusively to ANCILE. ANCILE shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback ANCILE receive from Customer or Users, or other third parties acting on Customer's behalf. ANCILE®, uPerform®, and ANCILE's other product and service names and logos used or displayed in or on the Services are registered or unregistered trademarks of ANCILE (collectively, "Marks"), and Customer may only use applicable Marks in a manner permitted by ANCILE's trademark usage guidelines to identify Customer as a subscriber; provided Customer does not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the

Marks, or use the Marks to disparage or misrepresent ANCILE, ANCILE's services or products.

5. LEGACY INSTALLATIONS

For legacy Customers or Customers with specific security environments and requirements, the Services may be provided in object code form only, without utilizing ANCILE's hosting infrastructure. For such on premise Subscriptions, the Customer is responsible for providing the entire infrastructure for the Services affected and any service levels thereon. Customers may utilize ANCILE's support resources as necessary, subject to the availability of those resources during ANCILE's standard support hours. ANCILE is not responsible for uptime, availability, or any other service levels outside of such support functions for on premise Subscriptions.

6. BILLING, PLAN MODIFICATIONS AND PAYMENTS

6.1 Unless otherwise indicated on an Order Form referencing this Agreement, in the Supplemental Terms entitled "Service Specific Terms", or Additional Terms (as defined in Section 13.2) and subject to Section 6.2, all charges associated with Customer's access to and use of a Service ("Subscription Charges") are due in full upon commencement of Customer's Subscription Term, or, with respect to a Deployed Associated Service, at the time such Deployed Associated Service is purchased, subscribed to or otherwise deployed. After each 12-month period of the Subscription Term, the Subscription fees will be increased at the rate of the Annual Subscription Increase as described on an Order Form. If Customer fails to pay Customer's Subscription Charges or other charges indicated on any Order Form within 15 days of ANCILE's notice to Customer that payment is due or delinquent, or if Customer do not update payment information upon ANCILE's request, in addition to ANCILE's other remedies, ANCILE may suspend or terminate access to and use of such Service by Customer's Users.

6.2 If Customer chooses to increase the number of Users authorized to access and use a Service during Customer's Subscription Term (a "Subscription Upgrade"), any incremental Subscription Charges associated with such Subscription Upgrade will be prorated over the remaining period of Customer's then current Subscription Term, charged to Customer's Account and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Customer's Subscription Charges will reflect any such Subscription Upgrades.

6.3 No refunds or credits for Subscription Charges or other fees or payments will be provided to Customer if Customer elects to downgrade Customer's Subscription.

6.4 Unless otherwise stated, Subscription Charges and fees for Services do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). Customer is responsible for paying Taxes, except those assessable against ANCILE measured by its net income. ANCILE will invoice Customer for such Taxes if ANCILE believes ANCILE has a legal obligation to do so and Customer agrees to pay such Taxes if so invoiced.

6.5 Any portion of any amount payable by Customer hereunder that is not paid when due will accrue interest at one and one-half (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

6.6 Any Customer that mandates ANCILE to use a vendor payment portal or compliance portal which charges ANCILE a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, shall be invoiced by ANCILE for the cost of this fee.

7. CANCELLATION AND TERMINATION

7.1 Either Party may elect to terminate Customer's Account and subscription to a Service as of the end of Customer's then current Subscription Term by providing notice, in accordance with this Agreement, on or prior to the date ninety (90) days preceding the end of such Subscription Term. Unless Customer's Account and subscription to a Service is so terminated, Customer's subscription to a Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in an Order Form, the Subscription Charges applicable to Customer's subscription to a Service for any such subsequent Subscription Term shall be ANCILE's standard Subscription fees to which Customer has subscribed as of the time such subsequent Subscription Term commences.

7.2 No refunds or credits for Subscription Charges or other fees or payments will be provided to Customer if Customer elects to terminate Customer's subscription to the Service or cancel Customer's Account prior to the end of Customer's then effective Subscription Term.

7.3 Except for Customer's termination under Section 7.5, if Customer terminates a subscription to a Service or cancels Customer's Account prior to the end of Customer's then effective Subscription Term or ANCILE effect such termination or cancellation pursuant to Sections 2, 7.4 and 7.5, in addition to other amounts Customer may owe ANCILE, Customer must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by Customer in the event Customer terminate Customer's subscription to a Service or cancel Customer's Account as a result of a material breach of this Agreement by ANCILE, provided that Customer provide advance notice of such breach to ANCILE and afford ANCILE not less than thirty (30) days to reasonably cure such breach as provided for in Section 7.5 herein.

7.4 ANCILE reserves the right to modify, suspend or terminate the Services (or any part thereof), Customer's Account or Customer's and/or its Users' rights to access and use the Services, and remove, disable and discard any Service Data if ANCILE believes that Customer, or its Users have violated this Agreement. This includes the removal or disablement of Service Data in accordance with ANCILE's copyright infringement notice and takedown policy. Unless legally prohibited from doing so, ANCILE will use commercially reasonable efforts to contact Customer directly via email to notify Customer when taking any of the foregoing actions. ANCILE shall not be liable to Customer or its Users, or any other third party for any such modification, suspension or discontinuation of Customer's rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by Customer or its Users may be referred to law enforcement authorities at ANCILE's sole discretion.

7.5 A Party may terminate this Agreement for cause (a) upon thirty (30) days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If this Agreement is terminated by Customer in accordance with this section, ANCILE will, to the extent permitted by applicable law, refund Customer any prepaid fees covering the remainder of the Subscription Term after the effective date of termination. If this Agreement is terminated by ANCILE in accordance with this section, Customer will pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Order Forms. In no event will termination relieve

Customer of Customer's obligation to pay any fees payable to ANCILE for the period prior to the effective date of termination.

7.6 Upon request by Customer made within thirty (30) days after the effective date of termination or expiration of this Agreement, ANCILE will make Service Data available to Customer for export or download as provided in the Documentation. After such 30-day period, ANCILE will have no obligation to maintain or provide any Service Data, and, as provided in the Documentation, will have the right to delete or destroy all copies of Service Data in ANCILE's systems or otherwise in ANCILE's possession or control, unless prohibited by law.

8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

8.1 Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 ANCILE warrants that during an applicable Subscription Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Customer's exclusive remedies are those described in Section 7.5 herein.

8.3 EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 8.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND ANCILE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT ANCIEL DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM ANCILE OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9. LIMITATION OF LIABILITY

9.1 UNDER NO CIRCUMSTANCES AND UNDER NO

LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF ANCILE), BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

9.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ANCILE'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR CONSULTING FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 9.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND CONSULTING FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF ANCILE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. ANCILE HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR CONSULTING SERVICES PROVIDED FOR IN THIS AGREEMENT.

9.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Customer. IN THESE JURISDICTIONS, ANCILE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

9.4 Any claims or damages that Customer may have against ANCILE shall only be enforceable against ANCILE and not any other entity or its officers, directors, representatives or agents.

10. INDEMNIFICATION

10.1 ANCILE will indemnify and hold Customer harmless, from and against any claim against Customer by reason of Customer's use of a Service as permitted hereunder, brought by a third party alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). ANCILE shall, at ANCILE's expense, defend such IP Claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by ANCILE for such defense, provided that (a) Customer promptly notifies ANCILE of the threat or notice of such IP Claim; (b) ANCILE will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim; and (c) Customer fully cooperates with ANCILE in connection therewith. If use of a Service by Customer or Users has become, or, in ANCILE's opinion, is likely to become, the subject of any such IP Claim, ANCILE may, at ANCILE's option and expense, (a) procure for Customer the right to continue using the Service(s) as set forth hereunder; (b) replace or modify a Service to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by ANCILE, terminate Customer's subscription to the Service(s) and repay Customer, on a pro-rata basis, any Subscription Charges previously paid to ANCILE for the corresponding unused portion of Customer's Subscription Term for such Service(s). ANCILE will have no liability or obligation under this Section 10.1 with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by Customer; (ii) modification of the Service(s) by anyone other than ANCILE; or (iii) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing.

The provisions of this Section 10.1 state the sole, exclusive and entire liability of ANCILE to Customer and constitutes Customer's sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by Customer or its Users.

10.2 Customer will indemnify and hold ANCILE harmless against any claim brought by a third party against ANCILE arising from or related to use of a Service by Customer or Users in breach of this Agreement or matters for which Customer has expressly

agreed to be responsible pursuant to this Agreement; provided (a) ANCILE shall promptly notify Customer of the threat or notice of such claim; (b) Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Customer shall not settle or compromise any claim that results in liability or admission of any liability by ANCILE without ANCILE's prior written consent); and (c) ANCILE fully cooperates with Customer in connection therewith.

11. DATA PROTECTION

ANCILE is committed to providing a robust and comprehensive security program including the security measures set forth in these Supplemental Terms ("Security Measures"). During the Subscription Term, these Security Measures may change without notice, as standards evolve, as additional controls are implemented, or as existing controls are modified as ANCILE deems reasonably necessary. As provided for in Section 3.2 of the Agreement, ANCILE will abide by these Security Measures to protect Service Data as is reasonably necessary to provide the Services:

- **Security Policies and Personnel.** ANCILE has and will maintain a managed security program to identify risks and implement preventative technology, as well as technology and processes for common attack mitigation. This program is and will be reviewed on a regular basis to provide for continued effectiveness and accuracy. ANCILE has, and will maintain, a full-time information security team responsible for monitoring and reviewing security infrastructure for ANCILE networks, systems and services, responding to security incidents, and developing and delivering training to ANCILE employees in compliance with ANCILE security policies.
- **Data Transmission.** ANCILE will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Service Data. These safeguards include encryption of Service Data in transmission (using TLS or similar technologies) over the internet, except for any Third-Party Services that does not support encryption, which Customer may link to through the Services at Customer's election.
- **Incident Response.** ANCILE has an incident management process for security events that may affect the confidentiality, integrity, or availability of ANCILE systems or data that includes a response time under which ANCILE will contact its

Customers upon verification of a security incident that affects Customer's Service Data. This process specifies courses of action, procedures for notification, escalation, mitigation, and documentation. The incident response program includes 24x7 centralized monitoring systems and on-call staffing to respond to service incidents.

- **Access Control and Privilege Management.** ANCILE restricts administrative access to Customer production systems to operational personnel. ANCILE requires such personnel to have unique IDs and associated cryptographic keys. These keys are used to authenticate and identify each person's activities on ANCILE systems, including access to Service Data. Upon hire, ANCILE operational personnel are assigned unique keys. Upon termination, these keys are revoked. Access rights and levels are based on ANCILE employees' job function and role, using the concepts of least-privilege and need-to-know to match access privileges to defined responsibilities.
- **Network Management and Security.** The data centers utilized by ANCILE maintain industry standard fully redundant and secure network architecture with reasonably sufficient bandwidth as well as redundant network infrastructure to mitigate the impact of individual component failure. ANCILE's security team utilizes industry standard utilities to provide defense against known common unauthorized network activity, monitors security advisory lists for vulnerabilities, and undertakes regular external vulnerability audits.
- **Data Center Environment and Physical Security.** The data center environments which are utilized by ANCILE in connection with ANCILE's provision of the Services employ the following security measures:
 - A security organization responsible for physical security functions 24x7x365.
 - Access to areas where systems or system components are installed or stored within data centers is restricted through security measures and policies consistent with industry standards.
 - N+1 uninterruptible power supply and HVAC systems, backup power generator architecture and advanced fire suppression.
 - As provided for in Section 3.5 of the Agreement, any third-party service providers that are utilized by ANCILE will only

be given access to Customer's Account and Service Data as is reasonably necessary to provide the Services and will be subject to, among the other requirements in Section 3.5, their implementing and maintaining compliance with the following appropriate technical and organizational security measures:

- **Physical Access Controls.** Third-party service providers shall take reasonable measures, such as security personnel and secured buildings and factory premises, to prevent unauthorized persons from gaining physical access to data processing systems in which Service Data is Processed.
- **System Access Controls.** Third-party service providers shall take reasonable measures to prevent data processing systems from being used without authorization. These controls shall vary based on the nature of Processing undertaken and may include, among other controls, authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes, and/or logging of access on several levels.
- **Data Access Controls.** Third-party service providers shall take reasonable measures to provide that Service Data is accessible and manageable only by properly authorized staff, direct database query access is restricted and application access rights are established and enforced to ensure that persons entitled to access Service Data only have access to Service Data to which they have privilege of access; and, that Service Data cannot be read, copied, modified or removed without authorization in the course of Processing.
- **Transmission Controls.** Third-party service providers shall take reasonable measures to ensure that it is possible to check and establish to which entities the transfer of Service Data by means of data transmission facilities is envisaged so Service Data cannot be read, copied, modified or removed without authorization during electronic transmission or transport.
- **Input Controls.** Third-party service providers shall take reasonable measures designed to ensure that it is possible to check and establish whether and by whom Service Data has been entered into data processing systems, modified or removed; and, any of transfer of Service Data to a third-party service provider is made via a secure transmission.
- **Data Protection.** Third-party service providers shall take reasonable measures designed to ensure that Service Data is

secured to protect against accidental destruction or loss.

- **Logical Separation.** Third-party service providers shall logically segregate Service Data from the data of other parties on its systems to ensure that Service Data may be Processed separately.

Country Specific Terms:

- **Japan:** Customer agrees that Customer is responsible for notifying the End-Users using ANCILE Services via Customer's Account about how ANCILE may use End-Users' Personal Data as described in the Agreement and obtaining prior consent from End-Users to disclose their Personal Data to Us.
- **Australia:** Personal Data collected, stored, used and/or processed by ANCILE, as described in the Agreement, is collected, stored, used and/or processed in compliance with the Australian Privacy Act 1988 (Commonwealth) and the Australian Privacy Principles. If Customer is dissatisfied with ANCILE's handling of a complaint or does not agree with the resolution proposed, Customer may make a complaint to the Office of the Australian Information Commissioner (OAIC) by contacting the OAIC using the methods listed on their website. Alternatively, Customer may request that ANCILE pass on the details of Customer's complaint to the OAIC directly.
- **New Zealand:** Personal Data collected, stored, used and/or processed by ANCILE, as described in the Agreement, is collected, stored, used and/or processed in compliance with the New Zealand Privacy Act (1993) and its 12 Information Privacy Principles (NZ IPPs).
- **Singapore:** Personal Data collected, stored, used and/or processed by ANCILE, as described in the Agreement, is collected, stored, used and/or processed in compliance with ANCILE's obligations under the Personal Data Protection Act 2012 of Singapore ("PDPA").
- **Canada:** Personal Data (as the term is defined in the Personal Information Protection and Electronic Documents Act of Canada (PIPEDA)) will be collected, stored, used and/or processed by ANCILE in compliance with the ANCILE's obligations under PIPEDA.

12. CONSULTING SERVICES

If Customer has engaged ANCILE for the provision of professional services (including any training and implementation

services, "Consulting Services") as indicated on an Order Form, or other written document such as a Statement of Work, the provision of such Consulting Services will be governed by the Agreement and the terms contained herein. Unless otherwise agreed to in a Statement of Work or Order Form, Customer agrees that any Consulting Services must be scheduled for completion by Customer within six (6) months following the commencement of the Subscription Term. Failure by Customer to schedule the Consulting Services in a timely manner may result in forfeiture of consulting fees paid.

12.1 Performance of Consulting Services.

- All Consulting Services pursuant to the Agreement provided by ANCILE to Customer will be outlined in one or more mutually agreed-upon Order Forms, each incorporated into the Agreement and an associated agenda describing in detail the scope, nature and other relevant characteristics of Consulting Services to be provided.
- ANCILE and Customer agree to cooperate in good faith to achieve satisfactory completion of the Consulting Services in a timely and professional manner. The Parties will each designate a representative to interface and facilitate the successful completion of the Consulting Services ("Customer's Representative" and "ANCILE's Representative", respectively). Any Subcontractor (defined below) designated by ANCILE to perform any portion of the Consulting Services will designate a representative to interface with Customer and ANCILE on all matters relating to Subcontractor's performance of Consulting Services ("Subcontractor's Representative").
- ANCILE will perform the Consulting Services through qualified employees and/or non-employee contractors of ANCILE ("Subcontractors" and together with ANCILE's employees for the purposes of these Supplemental Terms, "Consulting Services Personnel"). Customer agrees to provide, at no cost to ANCILE, timely and adequate assistance and other resources reasonably requested by ANCILE to enable the performance of the Consulting Services (collectively, "Assistance"). Neither ANCILE, nor its Subcontractors will be liable for any deficiency in performance of Consulting Services to the extent resulting from any acts or omissions of Customer, including but not limited to, Customer's failure to provide Assistance as required hereunder.
- In performing the Consulting Services, ANCILE will provide such resources, and utilize Consulting Services Personnel as it deems necessary to perform the Consulting Services or any

portion thereof. ANCILE will control the method and manner of performing all work necessary for completion of Consulting Services, including but not limited to the supervision and control of any Personnel performing Consulting Services. ANCILE will maintain such number of qualified Consulting Services Personnel and appropriate facilities and other resources sufficient to perform ANCILE's obligations under the Agreement in accordance with its terms.

- In the event Customer seeks to change the scope of Consulting Services under any Order Form (including, but not limited to, any changes to the project schedule described in the agenda), Customer shall discuss such proposed changes with ANCILE. If ANCILE elects to perform such changes to the Consulting Services, the Parties shall work together in good faith to execute a change order. ANCILE shall not be obligated to perform any differing or additional Consulting Services unless the Parties have mutually agreed upon a written change order.

12.2 Fees for Consulting Services.

- All Consulting Services will be provided on a fixed-fee basis.
- In addition to any and all consulting fees, Customer will reimburse ANCILE for any reasonable expenses for travel, lodging, communications, shipping charges and out-of-pocket expenses, including change consulting fees to travel and accommodations resulting from Customer's request incurred by ANCILE in connection with providing the Consulting Services ("Expenses"). ANCILE will provide reasonable documentation for all Expenses as requested by Customer. Customer shall reimburse ANCILE for Expenses within thirty (30) days of submission of the Expenses to Customer by ANCILE.
- Any cancellations/changes less than five (5) days prior to agreed Consulting Services commencement date are subject to forfeiture of consulting fees paid and reserved date(s).

13. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

13.1 Customer may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Customer's rights under this Agreement or delegate performance of Customer's duties under this Agreement without ANCILE's prior consent, which consent will not be unreasonably withheld. ANCILE may, without Customer's consent, assign this Agreement in connection with any merger or change of control of ANCILE or the sale of all or substantially all of ANCILE's

assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

13.2 This Agreement, together with any Order Form(s) and Supplemental Term(s), constitute the entire agreement and supersede any and all prior agreements between Customer and ANCILE with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation Customer or any Entity which Customer represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein.

Notwithstanding the foregoing, Customer may be presented with additional features, functionality, or services as detailed in a Supplement hereto or that ANCILE offer as part of or distinct from the Services (the “Additional Features”). In those instances, ANCILE will notify Customer of such Additional Features prior to the activation of these features, functionality, or services and the activation of these features, functionality, or services in Customer’s Account will be considered acceptance of the Additional Features. All such Additional Features will be considered incorporated into this Agreement when Customer or any Agent authorized as an administrator in Customer’s Account activates the feature, functionality, or service.

13.3 ANCILE may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. ANCILE will notify Customer not less than ten (10) days prior to the effective date of any such amendment and Customer’s continued use of the Services following the effective date of any such amendment may be relied upon by ANCILE as Customer’s consent to any such amendment. ANCILE’s failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

14. SEVERABILITY

If any provision in this Agreement is held by a court of competent

jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

15. EXPORT COMPLIANCE AND USE RESTRICTIONS

The Services and other Software or components of the Services that ANCILE may provide or make available to Customer or its Users may be subject to U.S. export control and economic sanctions laws. Customer agrees to comply with all such laws and regulations as they relate to access to and use of the Services, Software and such other components by Customer’s Users. Customer shall not access or use the Services if Customer is located in any jurisdiction in which the provision of the Services, Software or other components is prohibited under U.S. or other applicable laws or regulations (a “Prohibited Jurisdiction”) and Customer shall not provide access to the Services to any government, entity or individual located in any Prohibited Jurisdiction. Customer represents, warrants and covenants that (a) Customer is not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) Customer is not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer shall not permit Users to access or use the Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which Customer’s Users are located.

16. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the Parties.

17. NOTICE

All notices to be provided by ANCILE to Customer under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service (“Courier”) or U.S. mail to the contact mailing address provided by Customer on any Order Form; or (b) electronic mail to the electronic mail address provided for Customer’s Account owner. Customer must give notice to ANCILE in writing by Courier or U.S. mail to ANCILE Solutions, Inc., 6085 Marshalee Drive, Suite 300, Elkridge, MD, 21075, USA, Attn: Legal Department. All notices shall be deemed to have been given immediately upon delivery by

electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Maryland, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Howard County, Maryland. Customer hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or access to or use of the Services by Customer or its Users.

19. FEDERAL GOVERNMENT END USE PROVISIONS

If Customer is a U.S. federal government department or agency or contracting on behalf of such department or agency, each of the Services is a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Services are licensed to Customer with only those rights as provided under the terms and conditions of this Agreement.

20. ANTI-CORRUPTION

Customer agrees that Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of ANCILE's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify ANCILE's Legal Department at legal@ANCILE.com.

21. SURVIVAL

Sections 1, 3.1, 4 and 8-21 shall survive any termination of this agreement with respect to use of the Services by Customer or its Users. Termination of such agreement shall not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.