

SOFTWARE SUBSCRIPTION TERMS AND CONDITIONS

November 2019

These Software Subscription Terms and Conditions ("Agreement") apply to an Order that incorporates these terms and conditions entered into between Computer Aid, Inc. and its affiliates ("We," "Us," "Our") and the entity subscribing to the Hosted Service identified on the Order ("You," "Your").

1. **Access Grant.** During the term of each subscription to the Hosted Service set forth on an Order (each, a "Subscription Term"), we grant You and Your affiliates a non-exclusive, non-transferable right, subject to the terms and conditions of this Agreement and in accordance with applicable law, to grant Users located anywhere in the world access to our hosted service ("Hosted Service"), solely in support of Your internal business operations and in a manner consistent with the Documentation and terms specified on an Order. We will provide You technical support as specified on an Order and the Documentation. We will provide You access to Your Hosted Service environment by sending You an IP address or URL. If applicable, we will provide you the professional services listed on an order. "Documentation" means the then current version of the Hosted Service User Guide as posted on our website. "User" means an individual who is an employee or contractor of You.
2. **Certain Obligations and Restrictions.** You are responsible for Your Users' compliance with this Agreement. "Content" means, data, text, audio, video, images, or other content that You or any User uploads, creates or transfers to the Hosted Service.

Notification of Breach. You will promptly notify us but within no less than 48 hours after you become aware of any unauthorized use of any password or account or any other known or suspected breach of security of the Hosted Service. If You become aware of any violation of Your obligations by a User, You will immediately terminate such User's access to the Hosted Service and Your Content. We are not responsible for unauthorized access to Your User accounts, except to the extent caused by our breach of this Agreement. Notification of a breach under this section shall include, to the extent known:

- a) Identification of each account or user involved in the breach;
- b) a brief description of what happened, including the dates of the breach and discovery of the breach, if known;
- c) the scope of the breach, including a description of the types of data involved; and
- d) a description of Your current response to the Breach.

You and Your Users will not (a) modify, tamper with, repair, or otherwise create derivative works of the Hosted Service or any software included in the Hosted Service; or (b) reverse engineer or apply any other process or procedure to derive the source code of any software included in the Hosted Service; (c) interfere with or disrupt the integrity or performance of the Hosted Service; or (d) attempt to gain unauthorized access to the Hosted Service or its related systems or networks; or (e) access or use the Hosted Service in a way intended to avoid incurring fees or exceeding usage limits or quotas; or (f) attempt to probe, scan or test the vulnerability of the Hosted Service or to breach or disable the security or authentication measures; or (g) use the Hosted Service to develop a product that is competitive with any of our product offerings; or (h) use the Hosted Service to store or transmit (a) material in violation of Third-Party privacy rights; or (b) libelous, or otherwise unlawful or tortious material; or (c) material that infringes any copyright, trademark, patent, trade secret or other proprietary right of any entity or individual; or (d) viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs.

Except for our responsibilities as expressly set forth in this Agreement, You are responsible for the development, content, operation, maintenance, and use of Content and compliance with all Hosted Service Policies. "Hosted Service Policy" means any policy established by us or our Third-Party Solution provider(s) for the Hosted Service. "Third-Party Solution" means any product, service, content or item of a Third-Party.

3. **Intellectual Property Ownership.** We, our affiliates and our licensors own all right, title and interest in and to the Hosted Service. Each party will own and retain all rights in its trademarks, logos and other brand elements (collectively, "Trademarks"). To the extent a party grants any rights or licenses to its Trademarks to the other party in connection with this Agreement, the other party's use of such Trademarks will be subject to the reasonable trademark guidelines provided in writing by the party that owns the Trademarks. You will be and remain the owner of all rights, title and interest in and to Content that You create.
4. **Suspension of Access; Removal of Content.** We reserve the right to suspend Your access to the Hosted Service if You or any of Your Users breach a material provision of this Agreement, and to remove any improper Content uploaded or transferred to the Hosted Service in violation of this Agreement.

5. **Term and Termination.** Orders may only be terminated according to this section. You may terminate any Order at any time by providing written notice to us. We may terminate any Order upon written notice to You (a) if You breach a material provision of this Agreement and fail to cure the breach within thirty (30) days following such notice; or (b) under the “Indemnification” and “Limited Warranties and Remedies” sections. Upon termination of all Orders, this Agreement will terminate and (a) we will make all Content available for Your download in the file format in which it was stored as part of the Hosted Service for 30 days after termination, after which time it will be deleted; and (b) all fees that You are obligated to pay as of the date of termination will be immediately due and payable. You are not entitled to any refund of fees paid due to a termination of the Agreement or an Order under this section.

6. **Indemnification.** We will defend you, at our expense, against any claim, demand, suit, or proceeding (“Claim”) brought against You by a Third-Party alleging that the Hosted Service infringes or misappropriates an intellectual property right of the third-party and will indemnify You for and hold You harmless from any damages finally awarded to the Third-Party claimant or agreed to in settlement of the Claim, provided that You (a) promptly give us written notice of the Claim; and (b) give us sole control of the defense and settlement of the Claim (provided that we may not settle any Claim that imposes liability on, or contains any admission of fault by, You without Your consent); and (c) provide to us all available information and reasonable assistance necessary for us to defend or settle the Claim; and (d) have not compromised or settled the Claim without our written approval. If Your use of the Hosted Service is enjoined in connection with the Claim, we may choose to either modify the Hosted Service to be non-infringing (while substantially preserving its utility and functionality) or obtain a license to allow for continued use of the Hosted Service, or if these alternatives are not commercially reasonable, we may terminate Your subscription to and use of the Hosted Service and refund any unused, prepaid fees paid for the Hosted Service.

We will have no indemnification obligation for any Claim to the extent the Claim arises from or is based upon (i) the use of Content or a Third-Party Solution; or (ii) the use of the Hosted Service in an unlawful or unauthorized manner; or (iii) the combination of the Hosted Service with any Third-Party products, services or business processes not provided by us as part of the Hosted Service, if the Claim would not have arisen without such combination.

You will defend us, at Your expense, against any Claim brought against us by a Third-Party (a) alleging that the use of Content infringes or misappropriates an intellectual property right of the Third-Party or (b) arising from a breach of the “Certain Obligations and Restrictions” section or the “Data Protection” section of this Agreement by You or Your Users, and will indemnify us for and hold us harmless from any damages finally awarded to the Third-Party claimant or agreed to by You in settlement of the Claim, provided that we: (i) promptly give You written notice of the Claim; and (ii) give You sole control of the defense and settlement of the Claim (provided that You may not settle any such Claim that imposes liability on, or contains any admission of fault by, us, or affects our operation of the Hosted Service, without our consent); and (iii) provide to You all available information and reasonable assistance necessary for You to defend or settle the Claim; and (iv) have not compromised or settled the Claim without Your written approval.

The provisions of this section state the sole, exclusive and entire liability of the indemnifying party to the indemnified party, and are the indemnified party’s sole remedy, with respect to each type of Claim described in this section.

7. **Insurance.** We will maintain, at our expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII authorized to do business in the jurisdictions where our services are to be performed. Upon Customer's written request, we will provide a certificate of insurance evidencing the coverages specified below.

- a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than \$1,000,000 per accident/per employee.
- b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than \$2,000,000.
- c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than \$10,000,000 per occurrence and in the aggregate.
- d) Commercial Automobile Liability providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than \$1,000,000 per occurrence Combined Single Limit (CSL) for bodily injury and property damage.

8. **Limited Warranties and Remedies.** We warrant that (a) the Hosted Service will perform in substantial conformance with the technical specifications set forth in the Documentation during a Subscription Term; and (b) the materially

functionality of the Hosted Service will not decrease during a Subscription Term; and (c) our employees and contractors will perform any services listed on an Order in a manner conforming to generally accepted industry standards and practices. For any breach of the warranties set forth in subsections (a) or (b) above, Your exclusive remedy, and our entire liability, will be (i) the correction of the Hosted Service errors that caused the breach of the warranty; or (ii) if such correction cannot be reasonably effected by us, the termination of this Agreement and all Orders and the refund of any unused, prepaid fees paid for the Hosted Service. For any breach of the warranty set forth in subsection (c) above, Your exclusive remedy and our entire liability will be re-performance of the services at no cost to you.

Each party warrants that any individual who signs this Agreement and any Order governed by the Agreement on behalf of such party has the authority to enter into this Agreement or any such Order on behalf of such party, and that it will comply with all applicable statutes, laws, rules and regulations in the exercise of its rights and the performance of its obligations under this Agreement.

You acknowledge that the direct or indirect transfer of products provided as part of the Hosted Service contrary to United States law is prohibited. You warrant that (i) You are not a Restricted Party; and (ii) You are not controlled by or acting on behalf of any Restricted Party; and (iii) neither You nor any of Your employees, agents or contractors will transfer or allow any Product to be transferred to any Restricted Party. "Restricted Party" means any person or entity that is (1) listed on any of the lists of persons or entities maintained by the United States government that prohibit such persons or entities from receiving exports or services; or (2) a national or resident of, or an entity or governmental authority in, any country or territory that is or becomes subject to United States export controls for anti-terrorism reasons or with which United States persons are generally prohibited from engaging in financial transactions.

NO OTHER WARRANTIES OR COMMITMENTS, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE HOSTED SERVICE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEMS INTEGRATION, TITLE, SATISFACTORY QUALITY AND NON- INFRINGEMENT.

9. **Limitation of Liability.** EXCEPT FOR OUR OBLIGATIONS UNDER THE "INDEMNIFICATION" SECTION, THE CUMULATIVE AGGREGATE LIABILITY OF US AND ALL OF OUR AFFILIATES AND LICENSORS TO YOU AND ALL OF YOUR AFFILIATES RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF THE FEES PAID OR PAYABLE TO US IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST CLAIM MADE BY YOU. SUBJECT TO THE FOREGOING, OUR MAXIMUM LIABILITY FOR ANY CLAIM MADE BY YOU, TO THE EXTENT THE CLAIM ARISES FROM OR IS BASED UPON THE USE OF A THIRD-PARTY SOLUTION, WILL NOT EXCEED THE AMOUNT OF THE APPLICABLE THIRD-PARTY SOLUTION PROVIDER'S LIABILITY TO US RELATED TO THE CLAIM. IN NO EVENT WILL WE OR ANY OF OUR AFFILIATES OR LICENSORS BE LIABLE TO YOU OR ANY OF YOUR AFFILIATES FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE OR ANY OF OUR AFFILIATES OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AN AGREED REMEDY FAILS OF ITS ESSENTIAL PURPOSE OR IS HELD UNENFORCEABLE FOR ANY OTHER REASON.
10. **Orders and Payment.** You will be invoiced upon execution of and according to the terms of an Order. All fees due to us will be payable, in full and in the currency listed on an Order, thirty (30) days from the date of the invoice and will be deemed overdue if they remain unpaid thereafter. All fees are net of any taxes, which will be Your responsibility, except for taxes on our income. Any dispute to an invoice must be raised within thirty (30) days from the date of invoice or the invoice will be deemed correct. If any undisputed invoice governed by this Agreement remains unpaid for 30 or more days after it is due, we may, without limiting our other rights and remedies, accelerate all unpaid fee obligations under such Orders so that all amounts payable by You become immediately due and payable. In addition, any amounts which remain unpaid after the due date will be subject to a late charge equal to one and one-half percent (1.5%) per month or the highest rate allowable by law, whichever is lower, from the due date until such amount is paid. Except as otherwise noted, all Orders are firm and not subject to cancellation, return, refund or offset by you. You may not reduce the quantities purchased during a subscription term. If Your usage of a Third-Party Solution exceeds the allowable usage of the Third-party Solution as set forth on an Order, You will pay us for any additional fees our Third-party Solution provider charges us for that excess usage.
11. **Audit.** You will keep accurate and complete records relating to Your activities under this Agreement, including records related to Your use of the Hosted Service and other information necessary to demonstrate Your compliance with this Agreement ("Records"). Within ten (10) days following our written request, You will certify to us in a writing signed by an officer of Your company that Your use of the Hosted Service complies with the terms of this Agreement and will provide us any Records we specify in such request. In addition, within ten (10) days following our written request, we may audit Your Records and Your use of the Hosted Service.

12. **Data Protection.** You will not transfer to us or provide us any access to any data or information that is subject to regulation under Applicable Data Protection Law (“Protected Data”) in connection with this Agreement, including without limitation Personal Data, Protected Health Information and Personally Identifiable Information (as such terms are defined in Applicable Data Protection Law), except for Protected Data related to Your contact persons or uploaded or transferred to the Hosted Service. “Applicable Data Protection Law” means all applicable international, federal, state, provincial and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to the privacy, confidentiality or security of Protected Data including, without limitation, the European Union Directives and Regulations governing general data protection and all applicable industry standards concerning privacy, data protection, confidentiality or information security.

As between You and us, for purposes of this Agreement and Applicable Data Protection Law, You are the “data controller” and we are acting on Your behalf as a “data processor” with respect to Protected Data that You or Your Users upload or transfer to the Hosted Service. We have implemented appropriate technical, organizational, and security measures designed to safeguard and protect Protected Data provided by You to us and we may access, use and transfer such Protected Data to our affiliates and third parties (including those located outside of the European Economic Area) only for the purposes of fulfilling our obligations and exercising our rights, providing information to You and complying with our legal and auditing requirements.

You are responsible for providing any notices and obtaining any consents and approvals required to collect, process, transfer, maintain and use the data collected by You in connection with Your use of the Hosted Service. We are not responsible for unauthorized access to data or reports through lost or misplaced reports or unsecured devices. You will enable encryption of all data in transit.

We and our Third-Party Solution providers may access and use Content, Usage Information and any other anonymous data collected in connection with the Hosted Service solely in accordance with the relevant Hosted Service Policy. “Usage Information” means anonymous information generated in connection with Your use of our products that we may collect about You and Your Users, as further described in the Hosted Service Policy applicable to those products. For the avoidance of doubt, in no instance will Usage Information be deemed to include Content.

We reserve the right to access your production data solely for investigation, resolution of technical support cases and system maintenance. In the event We need to make a copy of your production data, We will provide your support liaison notice of any such action. For example, We do not want to conduct technical support testing on production data. We will promptly destroy all copies of production data after it is no longer needed.

13. **Confidentiality.** Under this Agreement, Confidential Information may be accessed or disclosed between the parties. “Confidential Information” means any information identified as confidential at the time of disclosure, or that reasonably should be understood to be confidential in view of the information’s nature or circumstances around its disclosure, and will in all cases include pricing terms, the terms of this Agreement or any Order governed by this Agreement, software, technology, business plans, technical specifications, product development plans, marketing plans, education materials, customer lists, and generic tools and objects related to our products created by us during the provision of consulting services. Confidential Information will not include information that (a) is or becomes a part of the public domain through no act or omission of the receiving party; or (b) was in the receiving party’s lawful possession prior to the disclosure; or (c) is lawfully disclosed to the receiving party by a Third-Party without restriction on the disclosure; or (d) is independently developed by the receiving party.

Each party agrees to hold the other party’s Confidential Information in confidence during the term of this Agreement and for a period of five (5) years after the termination of this Agreement, and to disclose such Confidential Information only to those employees or agents who have a need to know such Confidential Information and are required to protect it against unauthorized disclosure. Notwithstanding the foregoing, either party may disclose the other party’s Confidential Information to a federal or state governmental entity to the extent such disclosure is required by law, so long as the receiving party notifies the disclosing party in advance of the required disclosure as soon as reasonably practicable to allow the disclosing party to contest the disclosure.

Upon termination of this Agreement and except for electronic copies made in the course of normal network backups or as otherwise set forth in this Agreement, the receiving party will promptly destroy or return, at the sole discretion of the disclosing party, all Confidential Information of the disclosing party in the receiving party’s possession or control.

14. **Notices.** We may give notices regarding the Hosted Service to You by means of a general notice posted on the log-in page of the Hosted Service. Such notices will be deemed to have been given the first time You (or any of Your Users) log in to the Hosted Service after the notice has been posted. Notices under a Hosted Service Policy will be given in accordance with the terms of the policy. All other notices will be in writing and will be deemed to have been given

when (a) personally delivered; or (b) sent by a commercial overnight courier signature required. You will provide notices to: Computer Aid, Inc, ATTN: Contract Management, 1390 Ridgeview Drive, Allentown, PA 18104, ContractManagement@cai.io

15. **Assignment.** This Agreement may not be assigned or otherwise transferred in whole or in part by you, including by operation of law, without our prior written approval.
16. **Other Provisions.** The latest version of this Agreement incorporated into an Order governs all of Your prior Orders. We are a federal contractor. As a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a), and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. The terms of this Agreement and any applicable Order will supersede the terms in any purchase Order or other ordering document that You generate and provide to us. Any terms of trade stated or referenced in any such purchase order (except for names, quantities and addresses) will not be binding on us. As between this Agreement and an Order, the latter prevails but only with respect to that Order. Neither party will be responsible for delay of performance due to causes beyond its control. This Agreement and the parties' relationship under it will be interpreted under and governed by the laws of the Commonwealth of Pennsylvania and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. This Agreement will not be subject to the United Nations Convention on the International Sale of Goods. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement, the parties' relationship under it or the Hosted Service will be subject to the exclusive jurisdiction of the state and federal courts with jurisdiction over Lehigh County, Pennsylvania. Both parties hereby irrevocably consent to the exclusive jurisdiction of and venue in such courts and waive any right to a jury trial in any such proceeding. In any dispute, the prevailing party will be entitled to recover its cost of enforcing its claim, including but not limited to reasonable attorney fees. When You access any Third-party Solution with connectors included as part of the Hosted Service, You agree and acknowledge that (a) You may download content from the servers of the Third-party Solution provider; and (b) Your access to the Third-party Solution with such connectors will be for the purpose of utilizing the Third-party Solution in conjunction with the Hosted Service; and (c) we are not responsible for interruptions of service caused by the Third-party Solution provider; and (d) our relationship with the Third-party Solution provider is subject to termination and cancellation; and (e) You may not remove or obscure any patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any output of the Hosted Service. If a Third-Party Solution provider materially changes any Third-Party Solution included with the Hosted Service or terminates its agreement with us, we will replace that Third-Party Solution. We will collect anonymous usage data related to Your use of the Hosted Service; for clarity, such data will not include Protected Data. Our security Products are not designed to manage physical or logical access to facilities or systems where delay in or failure of such access could threaten health or safety, or cause property, environmental or similar damage. Except for hiring an employee (or agent) of the other party to fill a job opening that was publicly announced and to which the applicable employee (or agent) responded, during the term of this Agreement and for one (1) year following termination of this Agreement, neither party will hire or directly or indirectly, solicit any employee (or agent) of the other party who has provided services or performed obligations under this Agreement in the previous twelve (12) months. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision will be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision, with all other provisions remaining in full force and effect. No joint venture, partnership, employment or agency relationship exists between You and us as a result of this Agreement or Your use of the Hosted Service. The failure of either You or us to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to in writing by the party otherwise entitled to exercise or enforce it. Sections 3, 6, 8, 10, 11, 12 and 15 will survive the termination of this Agreement. There are no intended Third-Party beneficiaries of this Agreement. You represent that Your decision to purchase a subscription to the Hosted Service is not based on (a) any oral or written comments made by us with respect to functionality or features not currently offered in our latest generally available version of the Hosted Service; or (b) any expectation that any additional features or functionality presented as part of a demonstration, beta evaluation or roadmap presentation of the Hosted Service may be included in a future update or release of the Hosted Service; or (c) demonstrations of any software that is not currently generally available. You further acknowledge that the development, release and timing of any additional features or functionality for the Hosted Service remain at our sole discretion. You are responsible for the proper operation of Your network and Your equipment used to connect to the Hosted Service. This Agreement comprises the entire agreement between You and us and supersedes all prior or contemporaneous negotiations, discussions, agreements or statements, whether written or oral.