

## reMark™ Master License and Services Agreement

This reMark License and Services Agreement (this “**MLSA**”) is between Nordic IT, LLC, a Texas limited liability company having its principal office at 425 Soledad Street, Suite 500, San Antonio, Texas 78205 (“**Nordic IT**”) and Nordic IT customer that signs an Order incorporating this MLSA by reference to the website where it is published (“**Customer**”).

This MLSA consists of the general terms stated in the main body of the agreement that are applicable to all of Nordic IT’s products and services (“**General Terms**”) and Exhibits stating terms applicable to specific products or services (“**Product Specific Terms**”), as follows: (i) Exhibit A, Stand Alone Software; (ii) Exhibit B, Hosted Software Services; (iii) Exhibit C, Support; and (iv) Exhibit D, Professional Services.

### GENERAL TERMS

#### 1. DEFINED TERMS

The following words, when capitalized, have the meaning stated:

**Affiliate** means an individual or entity that controls, is controlled by, or is under common control with the person referred to, where control means ownership of the majority of voting interests of an entity or the right to control the policies of the entity by means of a controlling number of seats on the entity’s governing body or other means.

**Agreement** means, collectively, this MLSA, the Order(s), and any addenda, appendix, or exhibit attached to or incorporated by reference in either of them, as any of them may be amended pursuant to Section 14.11 (Amendments) of these General Terms.

**Authorized Users** has the meaning given in Section 7.4 (Authorized Users).

**Business Day** means Monday through Friday 9:00 a.m. – 5:00 p.m. United States Central Time, excluding federal public holidays in the United States.

**Confidential Information** means any non-public information that a party (the “recipient”) receives from or learns about the other party (the “discloser”) as a result of activities contemplated by the Agreement that the recipient should reasonably understand to be confidential, given the nature of the information or the circumstances of its disclosure, but not including any information that is developed by the recipient independently and without reference to the discloser’s Confidential Information, or information that is or becomes available to recipient from a source other than discloser so long as the source did not, to recipient’s knowledge, acquire the information as a result of a violation of a duty of confidentiality to discloser. Customer’s Confidential Information includes the Customer Information. Nordic IT’s Confidential Information includes pricing and service terms, product roadmap information, security information, and non-public technology.

**Customer Information** means all data or information, including Personal Data, that is transferred to Nordic IT for processing as part of the Services.

**Documentation** means the general release version of the user and administrator materials and information describing the general release Software and Services. The term “Documentation” does not include any FAQ, Whitepapers, or marketing materials.

**Enhancement** has the meaning given in Exhibit C, Support.

**Hosted Software Services** means Nordic IT’s provision of hosted infrastructure for the operation of the Software, such as hosted servers, databases, storage and other services as further described on Exhibit B (Hosted Software Services).

**Maintenance** means Updates and Enhancements to the Software provided to Customer as part of Support.

**Malware** means viruses, spyware, adware, or other unauthorized code or information that is designed to interrupt the normal use of the Software or the systems on which any part of the Software is installed, destroy or corrupt any data, or covertly transmit information regarding Customer or the Authorized Users to a third party.

**Order** has the meaning given in Section 14.6 (Order Process). For clarity, the term Order as used in this Agreement refers to documents that may be titled “order,” “statement of work,” “work order,” or other names. The term “Statement of Work” as used in this MLSA is an Order for Professional Services.

**Open Source Software License** means a software license that requires the licensee to make software code available in source or other modifiable form in connection with the distribution of executable software, or that prohibits or limits the charging of license fees.

**Personal Data** means any information about an identified or identifiable natural person.

**Professional Services** means implementation assistance, custom configuration, and other services that are not part of Support and are described in a Statement of Work.

**Product** means, collectively, the Nordic Software licenses and Services purchased by Customer under an Order.

**Services** means, collectively, Support, Hosted Software Services, and Professional Services.

**Software** means the reMark software (stand alone, or provided for use as Hosted Software Services) described in an Order or made available for Customer’s use in connection with the subject matter of an Order, and related Documentation. For clarity, the term “Software” includes all of the following made available to Customer by Nordic IT: (i) mobile applications; (ii) Updates, Enhancements, and other modifications; (iii) any application programming interface (“API”); (iv) any user or administrative interface, management portal, or dashboard; (v) any online portal for the management of Customer’s account; and (vi) any analytics or other tools provided by Nordic IT for use with the Software or Services.

**Statement of Work or SOW** means an Order for Professional Services or the part of an Order that covers Professional Services.

**Support** means implementation, technical assistance and Maintenance as described in Exhibit C, Support.

**Nordic IT Technology** means: (i) the Software and any other software, hardware, services, and all related interfaces, portals, tools, and other information, materials, and content that Nordic IT provides for Customer's use or that Nordic IT uses to provide the Software, Services or other Products, (ii) all related documentation, (iii) all modifications to or derivative works of any of the foregoing, and (iv) all intellectual or industrial property rights embodied by or related to any of the foregoing.

**Term** means the initial term and each renewal term, collectively, of an Order.

**Third Party Technology** means software or other technology that Customer licenses directly from the third-party licensor for use with the Software and Services provided by Nordic IT.

**Update** has the meaning given in Exhibit C, Support.

## 2. PRODUCTS

**2.1 Products.** Nordic IT shall provide each Product described in an Order on the terms, and subject to the conditions and restrictions, stated in the applicable part of the Agreement.

**2.2 General Software License Terms.** The executable version of the Software is licensed to Customer on a non-exclusive basis. The Software is licensed solely for Customer's use in supporting its own operations or those of its Affiliates. The Software is licensed for a limited term unless the applicable Order expressly states that the license is "perpetual." The term of each license is stated in the Order. The license may not be transferred or assigned except as part of an assignment of the Agreement that is permitted by Section 14.3 (Assignment, Subcontractors). Customer may permit the use of the Software only by individuals who are Authorized Users and may not otherwise sublicense or permit the use of the Software by any other individuals. The license is worldwide, subject to applicable export law. The license is subject to the following conditions and restrictions:

- (i) **Fee Metric.** Customer may not use or permit the use of the Products in excess of the applicable licensing or other fee metric established in the Order;
- (ii) **High Risk Use.** Customer may not use the Nordic IT Technology in any situation where failure or fault of the Nordic IT Technology could lead to death or serious bodily injury of any person or damage to tangible property or environmental damage;
- (iii) **Reverse Engineering.** Customer may not reverse engineer, disassemble, or decompile the Nordic IT Technology or attempt to discover any underlying algorithm or method embodied by the Nordic IT Technology except to the extent applicable law permits such activity notwithstanding this limitation, and then only on advance written notice to Nordic IT of at least thirty (30) days;
- (iv) **Modifications.** Except as expressly authorized under a separate written agreement between Customer and Nordic, Customer may not modify the Nordic IT Technology, combine the Nordic IT Technology with other software, or create any derivative works of the Nordic IT Technology;

- (v) **Competing Services.** Customer may not use, and may not permit any person to use, the Nordic IT Technology for the purpose of developing a competing software program or service; and
- (vi) **Performance Analysis.** Customer may not publish any benchmarking results or other performance analysis of the Nordic IT Technology;

provided, however, that if there is a conflict between the terms of an applicable Open Source Software License and these license terms, restrictions, and conditions, the Open Source Software License controls to the extent of the conflict.

**2.3 Product Specific Software License Terms.** The Software license is subject to additional conditions and restrictions stated in Exhibit A (Stand Alone Software) or Exhibit B (Hosted Software Services), as applicable.

**2.4 Support.** Nordic IT shall provide Support for the Software as described in Exhibit C (Support) and the applicable Order.

**2.5 Professional Services.** If Customer and Nordic IT enter into a Statement of Work for Professional Services, Nordic IT shall provide the Professional Services as described in the Statement or Work and Exhibit D (Professional Services).

**2.6 Integration Features.** Nordic IT may include integration features for Third-Party Technologies as part of the Software. Customer acknowledges that Nordic IT's integration features may be unavailable or may not work properly if the service provider's API is unavailable or if the service provider modifies its API, technology, or services in a way that impacts the Nordic IT integration feature. Nordic IT will use commercially reasonable efforts to modify its integration features to maintain compatibility with Third-Party Technologies, but is not responsible for interruptions in the use of the Software that result from third-party changes or interruptions despite Nordic IT's use of commercially reasonable efforts.

### **3. WARRANTIES**

**3.1 Product Specific Warranties.** Nordic IT's warranties for Software, Hosted Software Services, Support, and Professional Services are stated in the applicable Product Specific Terms.

**3.2 General Warranties.** In addition to the warranties stated in the Product Specific Terms, Nordic IT makes the following warranties:

**3.2.1 Malware.** The Software will not include any Malware on delivery. If Nordic IT provides Services, Nordic IT shall use reasonable commercial efforts to avoid introducing Malware to the Software or the systems on which the Software is installed.

**3.2.2 Infringement.** Customer's use of the Software and Services as permitted by the Agreement will not infringe on any third- party patents, copyrights, trademark, trade secrets or other intellectual property right of a third party, provided that Customer's sole and exclusive remedies for a breach of this warranty are stated in Section 13 (Indemnification) below.

## 4. FEES

**4.1 Fees.** Customer shall pay the fees stated in each Order at the times stated in the Order. Unless otherwise agreed in an Order, Nordic IT may not increase its fees except as follows: (i) as of the effective date of the Order renewal term, provided Nordic IT has given at least thirty (30) days advance written notice of the fee increase; (ii) for Hosted Software Services to the extent the third party infrastructure services provider has increased its fees. Fees are non-refundable except as expressly stated otherwise in this MLSA or the Order. Any discounts stated in an Order apply to the initial term only unless otherwise stated in the Order.

**4.2 Expenses.** Customer is not required to pay any Nordic IT expenses unless expressly required by an Order or other written agreement. If the Order includes Customer-paid travel expenses, Nordic IT may invoice its reasonable air and ground transportation, lodging, meals, and reasonable incidentals (such as fees for wifi connections). Nordic IT will provide receipts or other reasonably, customary evidence to support its expense invoices. Nordic IT may, at its option, invoice authorized travel expenses in advance of the travel, provided that Nordic IT must refund any collected amounts, less any non-refundable expenses already incurred, if Customer cancels the travel.

**4.3 Taxes.** Fees are stated exclusive of any sales, value added, use, excise, goods and services, import/export duties and levies, and like transactions taxes (“**Sales Tax**”). Customer must pay Nordic IT any Sales Tax that Nordic IT is required to collect and remit unless Customer has provided reasonably satisfactory evidence of a tax exemption in advance of invoicing. Customer may not withhold any taxes from fee payments, except for withholding (or similar) taxes that Customer is legally required to withhold under laws applicable to Customer. If Customer withholds any taxes, it shall gross up the amount paid such that the amount paid Nordic IT net of the withholding tax is equal to the invoiced amount, or with Nordic IT’s written consent, is not required to gross up the fee but shall promptly provide documentation of the withholding as reasonably requested by Nordic IT, including documentation necessary to support Nordic IT’s claim for any foreign tax withholding credit.

**4.4 Payments.** Fees must be paid in U.S. Dollars unless another currency is stated in the Order. Nordic IT may charge interest on overdue amounts at the greater of 1.5% per month or the highest non-usurious rate under applicable law. If any payment is more than fifteen (15) days past due and has not been cured within fifteen (15) days of Nordic IT’s notice of the overdue payment, Nordic IT may suspend all or any part of Customer’s Services or begin legal collection efforts, or both. Nordic IT may charge Customer a reasonable fee to reinstate its Services after a suspension and may recover from Customer its reasonable expense of collection, including court costs and attorney fees.

**4.5 Fee Disputes.** If Customer reasonably disputes an invoiced amount Nordic IT shall extend the due date for the disputed amount for thirty (30) days (i.e., the disputed amount shall not be “due” until the date that is thirty (30) after the original due date). During the thirty (30) day extension the parties shall cooperate in good faith to resolve the dispute. Any suspension, termination or other enforcement rights that Nordic IT has for overdue fees may not be taken during the thirty (30) day extension and no late interest will accrue even if it is ultimately determined that Nordic IT’s position with respect to the disputed amount is correct.

## 5. SECURITY

Nordic IT will use reasonable measures consistent with industry standards to protect Customer Information in its possession or control from unauthorized use, disclosure, corruption, and destruction. If Nordic IT discovers a security vulnerability in its Software it will notify Customer and will develop and make available an update addressing the vulnerability within a reasonable period of time based on the severity of the vulnerability. Any information communicated by Nordic IT regarding security or Software vulnerabilities is Confidential Information of Nordic IT. Customer acknowledges that Nordic IT is not responsible for any loss or harm suffered by Customer or a User resulting from a security incident except to the extent the security incident results from Nordic IT's failure to use reasonable measures to protect the Customer Information or address a Software vulnerability that it discovers. On Customer's request, Nordic IT will provide additional information regarding specific safeguards. Customer is responsible for determining if Nordic IT's safeguards meet regulatory standards applicable to Customer and otherwise comply with Customer's security requirements.

## 6. PRIVACY

Personal Data is Customer "Confidential Information" covered by the Nordic IT commitments stated in Section 10 (Confidential Information). Nordic IT makes the following additional commitments regarding Customer Information that is Personal Data: (i) Nordic IT will provide Customer with access to the Personal Data as necessary for Customer to comply with applicable legal requirements for access, destruction, or modification of the Personal Data at the request a data subject; and (ii) Nordic IT will notify Customer in writing without undue delay if it discovers that any Personal Data has been accessed, used, disclosed, destroyed, or corrupted other than as permitted by the Agreement, will provide all information reasonably available to it regarding the reported event, will cooperate with Customer's reasonable requests to mitigate and remediate the event.

Customer acknowledges and agrees that Nordic IT Affiliates and subcontractors may be based outside of the geographic jurisdiction in which Customer has chosen to store Customer Personal Data. If legally required the parties will enter into good faith negotiations of such agreements as are necessary for the transfer of the Personal Data across national borders.

Customer acknowledges that Nordic IT may use aggregate metadata about Customer' use of the Software and Services, such as total number of Software users or total number of user actions of a certain type, for the purpose of improving its product offerings generally, and may disclose the aggregate data as necessary to obtain financing, purchase insurance and conduct its business generally, provided that (i) it collects the data in a way that does not capture any Personal Data, and (ii) it discloses the data only as aggregated with like data of its other customers and in a way that it cannot be identified to Customer or to any individual.

## 7. CUSTOMER OBLIGATIONS

**7.1 Technical Contact.** To facilitate the implementation and ongoing interaction with Nordic IT, Customer shall appoint a technically proficient individual who has decision making authority over the details of the implementation and day-to-day use of the Software and Services (the "**Customer Technical Contact**"). The Customer Technical Contact will serve as Nordic IT's single point of contact with the implementation of the Software. The Customer Technical Contact shall be reasonably available to confer with Nordic IT on the details of the implementation by email or telephone.

**7.2 Security.** Customer must use reasonable security precautions in connection with Customer's use of the Software and Services such as requiring Customer's Authorized Users to establish reasonably secure passwords and using commercially reasonable efforts to protect Customer systems and data from malware and other threats. Customer agrees that Customer is responsible under the Agreement for any unauthorized use of the Services resulting from Customer's failure to use reasonable security precautions.

**7.3 Compliance with Law.** Customer must use all Nordic IT Technology in compliance with applicable law, including the laws described in the Subsections 7.3.1 and 7.3.2 below.

**7.3.1 Privacy Laws.** Customer represents and warrants that its use and disclosure of the Customer Information to Nordic IT and Nordic IT's authorized use and disclosure of the Customer Information as necessary to provide the Products, does not infringe or violate the intellectual property rights or other legal rights of any third party, such as rights of publicity or the privacy of data subjects under applicable data protection laws. Specifically, but without limitation, Customer represents and warrants that it, where required by applicable law, has obtained consent from the data subjects for Nordic IT's use and disclosure of Customer's Personal Data as required or permitted by this Agreement.

**7.3.2 Export Laws.** Customer may not permit any person to access or use the Nordic IT Technology in a U.S.-embargoed country or in violation of any U.S. export law or regulation, or in a manner that causes Nordic IT to be in violation of U.S. export laws, even if the use is permitted by the laws applicable to Customer or Users. For example: (i) Customer may not authorize any person to use or access the Nordic IT Technology if that person is on the list of Specially Designated Nationals and Blocked Persons issued by the U.S. Treasury Department's Office of Foreign Asset Control (OFAC), or is located in or is a national of any country that is embargoed under United States export laws; (ii) Customer may not use or permit the use of any Nordic IT Technology to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State; and (iii) Customer may not permit the use of the Nordic IT Technology by any person who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, or unmanned air vehicle systems. Each party represents that it is not on any restricted persons list maintained by the U.S., Canada, or any member of the European Union.

**7.4 Authorized Users.** Customer may authorize as Product users any of the following: (i) Customer's employees and individual contractors, (ii) the employees and individual contractors of Customer's Affiliates, and (iii) the employees and individual contractors of any Customer contractor retained by Customer to provide support for Customer's internal business operations (each an "**Authorized User**"). Customer is solely responsible for deactivating or updating user permissions and authentication credentials for Customer's account, such as on the termination of employment of an Authorized User. Customer authorizes Nordic IT to act on the instructions of a user who authenticates using active account credentials that Customer or an Authorized User has established.

## **8. RIGHTS IN DATA, INTELLECTUAL PROPERTY**

**8.1 Customer Information.** Customer retains all right, title, and interest in and to the Customer Information and all related intellectual property rights, and any modifications to the Customer Information that result from the

use of the Software or Services. Nordic IT may use and disclose Customer Information only as follows: (i) to provide the Products in accordance with the Agreement, (ii) as otherwise expressly provided in the Agreement, such as in Section 10 (Confidential Information).

**8.2 Nordic IT IP.** Nordic IT retains all right, title, and interest in and to the Nordic IT Technology whether existing prior to the date of the Agreement, or conceived, discovered, developed, authored, reduced to practice, or otherwise created as part of providing the Software, Services, or other Products. Customer shall not, and shall not authorize any person to, remove any copyright, patent, trademark or other proprietary rights notices that appear on or with the Nordic IT Technology.

**8.3 Feedback.** Customer hereby licenses to Nordic IT any feedback or suggestions that it provides regarding the Nordic IT Technology on a perpetual, irrevocable, royalty free, worldwide, unconditional, fully sublicensable and transferable basis, including the right to make, have made, use, sell, offer to sell, import, copy, display, perform, modify, distribute in modified or unmodified form, and commercialize any intellectual property, without payment to Customer.

**8.4 General Reservation of Rights.** Except for the rights and licenses expressly granted in the Agreement, each party retains all right, title, and interest in and to its information and technology and all related intellectual property rights. The parties agree that no license may arise by implication, estoppel, or course of conduct.

**8.5 Restricted Rights Notices.** If the Customer is an agency or office of the U.S. Government, the Software, Services, and other materials or technology provided pursuant to the Agreement are “commercial computer software,” “commercial computer software documentation,” and “technical data,” as applicable, as defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation. All software and services were developed at private expenses and are provided with RESTRICTED RIGHTS.

## **9. TERM AND TERMINATION**

**9.1 Term of MLSA.** The term of this MLSA begins on the Effective Date and continues until all Orders have expired or terminated, provided that if no Order has been placed within six (6) months of the Effective Date either party may terminate this MLSA by giving written notice.

**9.2 Term of Order.** The initial term of each Order is stated in the Order. The Order may be renewed as described in the Order.

**9.3 Termination for Breach.** A party may terminate this MLSA and any or all Orders if the other party is in material breach of this MLSA, provided that if the breach is curable, the terminating party has first given the other party written notice describing the breach in reasonable detail and the other party has failed to cure the breach within thirty (30) days. A party may terminate an Order if the other party is in material breach of the Order and fails to cure the breach within thirty (30) days of the other party’s written notice describing the breach in reasonable detail.

**9.4 Early Termination Other than for Breach.** A party may terminate this MLSA and any or all Orders without liability to either party as follows: (i) by Nordic IT in the event of a Nordic IT IP Claim as provided in Subsection 13.4 (IP Claim); (ii) by either party if the other enters into compulsory or voluntary bankruptcy, liquidation, or



ceases for any reason to carry on business, or takes or suffers any similar action that the other party reasonably believes will materially impacts its performance under the Agreement (including payment of fees).

**9.5 Obligations on Expiration, Termination.** On expiration or earlier termination of an Order, the licenses and Services covered by the Order terminate, except that a perpetual license (i.e., a license expressly indicated as “perpetual” in the applicable Order) survives termination or expiration unless the Order was terminated by Nordic IT for Customer’s breach of the perpetual license. Within seven (7) days of expiration or termination of an Order Customer must uninstall and destroy all software and related materials and information, except for Software covered by a surviving perpetual license and archival copies of software or other materials that Customer is permitted to retain under Section 10 (Confidential Information). Unless otherwise agreed in the applicable Order, the unpaid part of any subscription license, support plan, or other services fees for the remaining term of the Order are due and payable on the effective date of expiration or termination. On Customer’s request, Nordic IT will use its standard tools to export Customer Data from the Software at Nordic IT’s expense, or if Customer asks for the Customer Data in a format that is not supported by these tools will negotiate with Customer in good faith to export the Customer Data in that format at its then-current times and materials rates.

**9.6 Survival.** The following provisions survive expiration or termination of this Agreement: Section 1 (*Defined Terms*), as to any defined terms used in other surviving sections, 2.2 (*General Software License Terms*) and Exhibit A (*Stand Alone Software*) as to a perpetual Software license, 4 (*Fees*) as to any fees or expenses remaining unpaid at the time of expiration or termination, 5 (*Security*) for so long as Nordic IT retains Customer Information, 6 (*Privacy*) for so long as Nordic IT retains any Personal Data, 7 (*Customer Obligations*) as to a surviving perpetual license; 8 (*Rights in Data, Intellectual Property*), 9.5 (*Obligations on Expiration, Termination*), 9.6 (*Survival*), 10 (*Confidential Information*) for so long as either party retains the other party’s Confidential Information, 12 (*Limitations on Damages*), 13 (*Indemnification*), and 14 (*Miscellaneous*), and any other provisions that by their nature are intended to survive expiration or termination of the Agreement.

## **10. CONFIDENTIAL INFORMATION**

Neither party may use the other party's Confidential Information except in connection with the performance of its obligations under this Agreement or the permitted use of the Software or Services, as applicable, the exercise of the party’s legal rights under this Agreement, or as may be otherwise permitted under this Agreement or required by law. Each party agrees not to disclose the other party’s Confidential Information to any third person except as follows: (i) to the party’s respective service providers, agents and representatives, provided that such service providers, agents or representatives are bound by written confidentiality measures that are at least as stringent as these terms; (ii) in response to a subpoena or other compulsory legal process, provided that each party agrees to give the other advance written notice of at least seven days prior to disclosing the other party’s Confidential Information under this subparagraph (or prompt notice in advance of disclosure, if seven days advance notice is not reasonably feasible), unless the law or a reasonable interpretation of it, forbids such notice, or (iii) as otherwise expressly permitted by the Agreement. On expiration or earlier termination of the Agreement, each party will return or destroy the other party’s Confidential Information. If a party believes it is not feasible to completely destroy the other party’s Confidential Information as required by this Section, it will give the other party written notice describing the Confidential Information and the circumstances that make destruction infeasible. All Confidential Information retained by party following termination of the Agreement remains subject to the requirements of this Section. Customer will use commercially reasonable care to safeguard Nordic IT’s

Confidential Information. Nordic IT's obligations to safeguard Customer Information are stated in Section 5 (Security). For Customer's Confidential Information other than Customer Information, Nordic IT will use commercially reasonable care to safeguard the Confidential Information. Each of Customer and Nordic IT is responsible for a breach of this Section by its service providers, agents and representatives to whom it has disclosed the other party's Confidential Information.

## 11. DISCLAIMERS

**11.1 No Other Services.** Nordic IT has no obligation to provide software or services to Customer other than the Software and Services described in an Order. Any software or services provided by Nordic IT to Customer other than the Software and Services described on an Order are provided **AS IS** and **AS AVAILABLE** with no representation or warranty whatsoever.

**11.2 No Other Warranties.** Except for the warranties expressly stated in the Agreement, Nordic IT makes no representations or warranties whatsoever, **and disclaims any implied warranties such as any warranty of merchantability, suitability for a particular purpose, non-infringement, and any warranty that may arise through a course of dealing.** Specifically, but without limitation, Nordic IT does not warrant or represent that the Software or any Services will be error free, uninterrupted, or completely secure. If applicable law requires a warranty notwithstanding this disclaimer, then that warranty is made for thirty (30) days from delivery of the Software or Services.

## 12. LIMITATIONS ON DAMAGES

**12.1 Excluded Damages.** Neither Nordic IT nor its owners, personnel, affiliates, licensors, suppliers, distributors, resellers, or subcontractors is liable to the other party for (i) any indirect, special, incidental, or consequential loss or damage of any kind, including any lost profits, revenue, business opportunities, use or loss of data, customers, contracts, goodwill or reputation, even if the party has been advised or should be aware of likelihood of the damages, or (ii) for any punitive or exemplary damages. Neither party is liable for any loss that could have been avoided by the damaged party's reasonable efforts to mitigate the damages.

**12.2 Maximum Liability.** Notwithstanding anything in the Agreement to the contrary, except for liability arising from: (i) death or personal injury to the extent caused by Nordic IT's negligence, (ii) willful misconduct, or (iii) fraud, the maximum aggregate liability of Nordic IT and its owners, personnel, affiliates, licensors, suppliers, distributors, resellers, and subcontractors in connection with the subject matter of the Agreement or any Order shall not in the aggregate exceed the total amount paid or payable for the Products from which the claim arose for the twelve (12) months immediately preceding the event(s) that gave rise to the claim.

**12.3 Other.** The parties acknowledge that Nordic IT has set its prices and entered into the Agreement in reliance on the limitations of remedies and liability stated in the Agreement and that these clauses reflect an agreed allocation of risk between the parties. The limitations stated in this Section apply to any liability arising from any cause of action, including tort, commercial code, strict liability, or otherwise, **even if a limited remedy fails of its essential purpose.** For clarity, the limitation stated in the subsection "Maximum Liability" is an aggregate limitation and is not "per incident." Nothing in this Subsection precludes a party from seeking specific enforcement, injunctive relief, or other non-monetary equitable remedy that is available by law. If these

limitations as written are not permitted by applicable law, they shall apply to the extent permitted by applicable law.

### 13. INDEMNIFICATION

**13.1 By Nordic IT.** Nordic IT will defend, at its expense, any claim against Customer or its owners, personnel, agents, or representatives (the Customer “**Indemnitees**”) by an unaffiliated third party that: (i) asserts that Customer’s use of the Software or Services as permitted by the Agreement infringes on the third party’s United States intellectual property right (an “**IP Claim**”); or (ii) arises from Nordic IT’s willful misconduct or fraud; and Nordic IT shall pay any resulting judgment that is finally awarded to the third party by a court or other tribunal of competent jurisdiction, including any award of attorney fees and court costs. Notwithstanding the foregoing, Nordic IT has no obligation with respect to an IP Claim that is based on Customer’s combination of the Software or Services with Third Party Technology or its own technology, Customers unauthorized change to the Software or Services, Nordic IT’s compliance with Customer’s specific directives that are not standard for Nordic IT, or Customer’s use of the Software or Services more than a reasonable period of time after Nordic IT has provided an updated version that is functionally equivalent but free from the IP Claim (the “**Exclusions**”).

**13.2 By Customer.** Customer will defend, at its expense any claim against Nordic IT or its owners, personnel, agents or representatives (the Nordic IT “**Indemnitees**”) by an unaffiliated third party that arises from: (i) Customer’s breach of Sections 2.2 (General License Terms), Section 7 (Customer Obligations), or Section 10 (Confidential Information); (ii) Customer’s violation of the Acceptable Use Policy referenced on Exhibit B if applicable; (iii) the Exclusions as defined above; or (iv) Customer’s or its Indemnitees’ willful misconduct or misrepresentation, and shall pay any resulting judgment that is finally awarded to the third party by a court or other tribunal of competent jurisdiction, including any award of attorney fees and court costs.

**13.3 Procedure.** The indemnified party must give notice of the indemnified claim to the indemnifying party within ten (10) days of the date it learns of the claim, provided that failure to give notice within the ten (10) day period does not relieve the indemnifying party of its obligations under this Section except to the extent the delay prejudices the defense of the matter. The indemnifying party shall have the right to select counsel to defend any indemnified claim under this Section and the right to control the defense of the claim, but may tender the defense of the claim to the indemnified party. If the indemnifying party controls the defense of the claim, the indemnified party may participate in the defense of the claim at its option and expense, with counsel of its choice. The indemnified party must comply with any indemnifying party request for information or cooperation in connection with the defense of the claim. The indemnifying party may settle any indemnified claim, in its discretion, provided that the settlement fully resolves the indemnified party’s liability and does not require the Indemnitees to make an admission of culpability.

**13.4 IP Claims.** If an IP Claim is asserted, or if Nordic IT reasonably believes that an IP Claim is likely to be asserted, then Nordic IT may do either of the following at its expense: (i) obtain the right to use the Software or Services free from the claimed infringement; or (ii) modify the Software or Service so that they are no longer subject to the claimed infringement but are functionally equivalent. If Nordic IT is not able to do either on commercially reasonable terms, then Nordic IT may terminate the license for the Software or the Order for the Services, as applicable, that is the subject of the IP Claim on ninety (90) days advance written notice, and refund to Customer: (i) any pre-paid fees for unused Services or subscription license periods, or (ii) if the Software was licensed on a

perpetual basis an amount equal to unamortized license fees based on a thirty-six (36) month amortization schedule. Nordic IT's obligations stated in this Section 16 are its **sole and exclusive obligations** and Customer's **sole and exclusive** remedies with respect to an infringement claim.

#### **14. MISCELLANEOUS**

**14.1 Notices.** Customer's routine communications to Nordic IT should be sent to Customer's Nordic IT account team. Customer's notices regarding termination of the Agreement for breach, indemnification, or other legal matter must be sent by email to: [legalnotice@nordic-it.com](mailto:legalnotice@nordic-it.com) and copied by first class U.S. mail or registered international mail to Nordic IT Inc., 425 Soledad Street, Suite 500, San Antonio, Texas 78205, ATTN: Legal Department. Nordic IT's routine communications will be sent to the appropriate account contacts specified by Customer. Nordic IT's legal notices will be sent by email to the individual(s) designated as Customer's primary business contact(s) and copied by first class U.S. mail or registered international mail to Customer at its address on Nordic IT's records. Notices are deemed received as of the time sent by email, or if that time does not fall within a Business Day, as of the beginning of the first Business Day following the time sent. For purposes of counting days for notice periods, the Business Day on which the notice is deemed received counts as the first day. Notices must be given in the English language.

**14.2 Publicity, Use of Marks.** Provided that Customer has given its advance written consent, Nordic IT may publicly disclose that it is providing Software and Services to Customer and may use Customer's name and logo to identify Customer in promotional materials, including press releases, provided that Nordic IT does not state or imply that Customer endorses Nordic IT's products or services and Nordic IT complies with Customer's trademark usage guidelines.

**14.3 Assignment, Subcontractors.** Neither party may assign the Agreement or any Order without the prior written consent of the other party except to an Affiliate. Notwithstanding the foregoing, however, each party shall be permitted to assign this Agreement and Orders, without the other party's prior written consent, to any entity that succeeds to the assigning party by way of a merger, consolidation, reorganization or sale of all or substantially all of that portion of its business to which this Agreement relates, provided that in connection with any such assignment, (i) assignor gives written notice of such assignment to the non-assigning party and (ii) the assignee agrees in writing to be bound to the terms and conditions of this Agreement. This Agreement will be binding upon the successors and permitted assigns of the parties and the name of a party appearing herein will be deemed to include the names of such party's successors and permitted assigns to the extent necessary to carry out the intent of this Agreement. Any assignment which is accordance with this section will be null and void. Nordic IT may use its Affiliates or subcontractors to perform all or any part of the Services, but Nordic IT remains responsible under the Agreement for work performed by its Affiliates and subcontractors to the same extent as if Nordic IT performed the Services itself.

**14.4 Force Majeure.** Neither party will be in violation of the Agreement if the failure to perform the obligation is due to an event beyond its reasonable control, such as significant failure of a part of the power grid, failure of the Internet, natural disaster or weather event, war, riot, insurrection, epidemic, strikes or labor action, or terrorism.

**14.5 Governing Law, Disputes.** The Agreement is governed by the laws of the State of Texas and the United States of America as applicable, exclusive of any choice of law principle that would require the application of the law of

a different jurisdiction. The parties expressly and irrevocably disclaim and waive the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. The parties agree that neither the Services nor the Cloud Environment are considered “goods” covered by any State version of the Uniform Commercial Code. Except for a request for temporary injunctive or other equitable relief, each party agrees that it shall not file a lawsuit or other legal action in connection with the subject matter of this Agreement unless it has first given the other party written notice of the dispute, and attempted to resolve the dispute through good faith negotiation. At the request of either party, the dispute will be submitted for non-binding mediation conducted by a mutually acceptable mediator to be held in San Antonio, Texas. The parties will share equally the costs of the mediation, exclusive of any fees paid by a party to its internal or external legal advisors, accountants and experts in connection with the dispute. The use of any mediation procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either party. If the dispute is not resolved through negotiation or mediation within forty-five (45) days of the date of the initial demand for mediation, the parties are free to file a lawsuit or other action. This Agreement is performable within Bexar County, Texas. Each party voluntarily submits to the exclusive jurisdiction and venue of the federal and state courts sitting within Bexar County, Texas, and agrees that it shall bring and maintain any lawsuit or other legal action related to the subject matter of this Agreement only in a court sitting in Bexar County, Texas. Neither party shall dispute the personal jurisdiction of such courts, and each party waives any objection it may have as to the venue of such court. **To the extent permitted by applicable law, each party waives the right to a trial by jury in respect of any litigation arising out of this Agreement and the parties’ activities regarding this Agreement.** The prevailing party in any action or proceeding relating to this Agreement is entitled to recover reasonable legal fees and costs, including attorney’s fees. Customer must pay or reimburse Nordic IT’s reasonable actual attorneys’ fees and other expenses incurred in connection with any third party subpoena, warrant or other mandated disclosure that is unrelated to any claim between Customer and Nordic IT.

**14.6 Order Process.** Customer may order Services by signing and submitting a service order, statement of work, or other transaction document that has been prepared by Nordic IT for Customer’s signature. The transactions document becomes a binding legal commitment between the parties (an “**Order**”) when Customer signs and submits the Order to Nordic IT. All products of the type contemplated by this MLSA that Nordic IT provides to Customer are subject to the terms and conditions of this MLSA even if the parties fail to enter into an Order.

**14.7 Referrals to Third Party Service Providers.** As a convenience to Customer, Nordic IT may identify unaffiliated third parties who perform technology management, migration, or other services useful to Customer. Nordic IT does not endorse any third party, and **makes no representation or warranty whatsoever regarding third parties it identifies for Customer’s consideration.** Customer is responsible for investigating the third party’s qualifications and skills.

**14.8 Foreign Corrupt Practices Act.** Each party hereto represents, warrants and covenants that: (a) in connection with this Agreement, it has not and will not make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, to any official of any foreign government or any agency or instrumentality thereof; and (b) it shall comply in all material respects with the US Foreign Corrupt Practices Act, the U.K. Bribery Act, and the Canadian Corruption of Foreign Public Officials Act.

**14.9 Order of Precedence.** If there is a conflict between the terms of the Agreement, the documents will govern in the following order: the Order as to any matter that the General Terms or Product Specific Terms expressly

permits to be controlled by a term of the Order, the applicable Product Specific Terms, any other exhibit to this MLSA, and the General Terms. The pre-printed terms of Customer's purchase order or other business form are void and of no effect whatsoever.

**14.10 Interpretations.** The term "person" refers to any legal person and may mean a natural person (individual), a legally created person (such as a trustee, or executor), or an entity (such as a corporation, partnership, or limited liability company). The word "process" means to record, store, organize, structure, analyze, query, modify, combine, encrypt, display, disclose, transmit, receive, render unusable, or destroy, by automated means or otherwise. The word "including" means "including, without limitation." The words "will" and "shall" are words of obligation, not expressions of intent or expectation. All references to monetary amounts mean United States Dollars unless otherwise indicated. The term "party" or "parties," either in lower- or upper-case form, refers to the signatories to this Agreement unless specifically described as a "third party." A reference to "day" means a calendar day, unless expressly designated as a "business" day. The term "personnel" refers to employees of the person referred to and individual contractors of the person referred to if the individuals are under the direct supervision of the person referred to. All software provided under this Agreement is licensed and not sold; any use of the term "sale" or like word means a sale of a license. Any requirement in this Agreement that a statement be written, in writing, or a like requirement is satisfied by an email or other digital form of writing unless expressly stated otherwise. Nouns stated in the singular may imply the plural as indicated by the context, and pronouns that are gender specific should be read to refer to either gender. The Section captions in this Agreement are for convenience only; they are not part of this Agreement and should not be used to interpret the terms of this Agreement. References to sections in any of the documents that comprise the Agreement are references to the sections of the document in which the references appear unless otherwise indicated.

**14.11 Amendments.** Nordic IT may modify its Web-published General Terms and Product Specific Terms and any other online document that is part of the Agreement. Modifications to Web-published terms are effective as to any Order that is signed after the date the modified version is published, and are effective as to existing Orders as of the first renewal term that begins at least thirty (30) days after the modification is published. If Customer executes a new Order that modifies an existing Software implementation, then the version of the Web-published documents published on the date of that new Order controls as to all Orders for that implementation and related Services. An Order and any other part of the Agreement that is not Web-published may be modified only by an amendment that specifically references the Order and that is signed by officers of both parties.

**14.12 Severability, Waiver.** If any part of the Agreement is found unenforceable, the rest of the Agreement will continue in effect, and the unenforceable part shall be reformed to the extent possible to make it enforceable and give business efficacy to the Agreement. Each party may enforce its respective rights under the Agreement even if it has waived the right or failed to enforce the same or other rights in the past.

**14.13 Relationship Between the Parties.** The relationship between the parties is that of independent contractors and not business partners. Neither party is the agent for the other and neither party has the right to bind the other on any agreement with a third party. The use of the words "partner" or "partnership" in this Agreement or otherwise refers only to a business relationship, and does not create or reflect any legal partnership, joint venture, or other fiduciary or other special relationship between the persons described as partners. Nothing in this Agreement creates an obligation of exclusivity or non-competition. Each party is free to purchase and sell services of the type described in the Agreement to any person, including competitors of the other party.

**14.14 No Third Party Beneficiaries.** Except as expressly stated otherwise, there are no third party beneficiaries to the Agreement.

**14.15 Affiliate Adoption Agreement.** The parties may elect to enter into an agreement by which either or both of their Affiliates, including non-U.S. Affiliates adopt these General Terms and Product Specific terms (an “Affiliate Adoption Agreement”). For Orders entered into between the parties to an Affiliate Adoption Agreement, the terms “Nordic IT” and “Customer” used in the Agreement shall be read to mean the Affiliate that is the party to the Order. The parties to the Affiliate Adoption Agreement may agree to vary these General Terms and Product Specific terms as necessary to reflect local laws and customs in the jurisdiction where the Affiliates are located.

**14.16 Entire Agreement.** This MLSA, including the Exhibits attached hereto and any Order(s) entered into pursuant to this MLSA, constitute the entire understanding and agreement of the parties within the subject matter hereof, and cancels and supersedes any and all prior negotiations, correspondence, representations, understandings and agreements, whether oral or written, between the parties hereto with respect to the subject matter hereof.

*Nordic IT is a trademark of Nordic IT, Inc. Any other trade- or service marks used in the Agreement are the property of their owners, and used for identification purposes only.*

***end of General Terms***

## **Exhibit A**

### **Stand Alone Software**

- 1. Licensed Software.** This Exhibit A applies to licenses of Nordic IT Software that is provided on a stand-alone basis (not as Hosted Software Services). The use of the term “Software” in this Exhibit A refers only to stand-alone software.
- 2. Additional License Terms.** Customer may install and use the Software on Customer’s on-premises information technology systems or, with Nordic IT’s advance written consent, may permit its contractor to install the Software on systems operated by the contractor at the contractor’s premises solely for Customer’s benefit. If the Order specifies an installation location, the Software may not be installed on systems located anywhere other than that location, but Customer may permit Authorized Users to use the Software from Customer’s offices in other locations, or remotely from their home or other location, subject to applicable export laws.
- 3. Customer Provided Technology.** Customer is responsible for procuring and managing the information systems on which the Software is installed. Customer represents and warrants to Nordic IT that it has all rights and licenses necessary for Nordic IT to access and use the Customer-provided systems and services as necessary for Nordic IT to provide Support and Service in accordance with the Agreement.

4. **Warranty.** Subject to the exclusions and limitations stated in the Agreement, Nordic IT warrants for the thirty (30) days from delivery that: (i) the general release version of Software will substantially conform to the applicable Documentation; and (ii) the media on which the Software is provided will be free from material defects. As Customer's **sole and exclusive remedies** for a breach of the warranties stated in this Section, Nordic IT will repair or replace the non-conforming element of the Software or re-deliver the Software on non-defective media, as applicable, provided that if repair or replacement is not commercially feasible then Nordic IT may terminate the applicable Order and related licenses and refund any license fees paid by Customer. As a condition to the warranty remedy, Customer must give notice of the warranty breach during the warranty period and must cooperate with Nordic IT's reasonable requests for information and assistance, including information necessary to reproduce the defect. The warranty stated in this Exhibit does not apply to the extent a failure is due to: (i) Customer's failure to comply with the installation, operation, environmental, and other requirements or specifications stated in the Order or the Documentation; (ii) any non-standard configuration or implementation of the Software implemented by Customer or implemented by Nordic IT at Customer's request; (iii) the interoperation between the general release version of the Software and any custom modules or non-standard extensions or integrations; or (iv) Third Party Technology that is not part of the Software.
5. **Copies.** Customer may copy the executable version Software as reasonably necessary for its licensed use, and may make one backup copy of the executable version for use in the event the production version of the Software becomes unavailable.
6. **Delivery.** Unless otherwise expressly stated in the Order, Nordic IT shall deliver the Software electronically by making the Software and enabling information available on Nordic IT's Internet accessible download site. Delivery is deemed complete as of the second (2<sup>nd</sup>) Business Day that Nordic IT has made the Software and enabling information available to Customer.
7. **Records and Audit.** Customer shall keep complete and accurate records showing the location where each copy of the Software has been installed or stored, and the relevant information necessary to verify its compliance with the license fee metric. Customer shall provide that information to Nordic IT on request, with a certification by its officer that the information is accurate and complete.

***End of Exhibit A***

## **Exhibit B**

### **Hosted Software Services**

1. **Hosted Software Services.** This Exhibit B applies to Hosted Software Services. The use of the term "Software" in this Exhibit B refers to the Software that is provided for Customer's use on systems that are operated by Nordic IT, and the terms "Services" as used in this Exhibit B refers only to the Hosted Software Services and Support for the Hosted Software Services.



- 2. Hosted Subscription License.** Nordic IT will install and manage the Software on infrastructure managed by Nordic IT in accordance with the specifications in the Order. The infrastructure may be comprised of or include services provided by a third-party infrastructure services provider such as AWS. Customer may use the Software only on that infrastructure via the Internet using remote access technology provided or approved in advance by Nordic IT. Customer may use the Hosted Software Services only for the term stated in the Order. Customer may make and distribute copies of the Documentation as reasonably necessary for the permitted use of the Hosted Software Services, but may not copy the Software.
- 3. Service Commencement.** Nordic IT will begin implementation of the Hosted Software Services at the time stated in the Order. The subscription term begins on the date that Nordic IT has completed implementation, and enabled Customer's access to the Hosted Software Services. Customer is responsible for infrastructure services fees from the time that Nordic IT begins the implementation.
- 4. Software Warranty.** Subject to the exclusions and limitations stated in the Agreement, Nordic IT warrants for the Term that the general release version of hosted Software will substantially conform to the applicable Documentation. As Customer's **sole and exclusive remedy** for a breach of this warranty, Nordic IT will repair or replace the non-conforming element of the hosted Software, provided that if repair or replacement is not commercially feasible then Nordic IT may terminate the applicable Order and related licenses and refund any subscription fees paid by Customer for the month in which the warranty breach was reported and prepaid fees for unused Services. As a condition to the warranty remedy, Customer must give notice of the warranty breach within thirty (30) days of discovering the breach and must cooperate with Nordic IT's reasonable requests for information and assistance, including information necessary to reproduce the defect. The warranty stated in this Section does not apply to the extent a failure is due to: (i) failure of a third party infrastructure services provider; (ii) Customer's failure to comply with the operation and other requirements or specifications stated in the Order or the Documentation; (iii) any non-standard configuration or implementation of the Software implemented by Customer or implemented by Nordic IT at Customer's request; or (iv) the interoperation between the general release version of the Software and any custom modules, non-standard extensions or integrations. In addition, the warranty does not apply if the failure is due to the interoperation between the Software and any Third-Party Technology unless otherwise expressly agreed in the Order.
- 5. Service Level Commitments.** Nordic IT's service level commitments are stated in the Service Level Agreement ("SLA") which can be found at [www.nordic-it.com/SLA](http://www.nordic-it.com/SLA).
- 6. Infrastructure.** Notwithstanding anything to the contrary in the Agreement, except as expressly stated in the SLA, Nordic IT does not make any warranty, indemnification or other commitment in connection with the infrastructure elements of the Hosted Software Services.
- 7. Acceptable Use Policy.** Customer shall not violate the acceptable use policies of the third-party network providers or infrastructure services providers used by Nordic IT to provide the Hosted Software Services, such as the Acceptable Use Policy of Amazon Web Services posted at <https://aws.amazon.com/aup/>.
- 8. Suspension.** Nordic IT may suspend Customer or any user's access to the Software or Services or both during any period that Nordic IT reasonably suspects that the Customer or the user is in violation of the Agreement,

provided that Nordic IT shall give ten (10) days advance notice of the suspension unless the suspension is based on an imminent security or liability threat, in which case Nordic IT shall give as much notice to the extent reasonably practical under the circumstances. Nordic IT shall promptly restore Customer's or the suspended user's access to the Software and Services when the grounds for the suspension are cured unless Nordic IT has terminated the Agreement or the Order in accordance with the Agreement prior to that time.

- 9. Changes.** Nordic IT may make changes to the Software or Services as reasonably necessary to conform to changes in the law or industry standards, to interoperate with updates to infrastructure or changes by a third-party infrastructure provider. Nordic IT will confer with you in advance of any such changes and will cooperate with your reasonable requests in the implementation of the changes.

***End of Exhibit B***

**Exhibit C**

**Support**

- 1. Support.** Nordic IT will provide Support in accordance with this Exhibit C without additional charge for the Term of an Order for subscription license or Hosted Software Services. Nordic IT is not obligated to provide Support for a perpetual license unless the Customer has purchased Support. If Customer purchases Support for a perpetual license, Nordic IT will provide Support in accordance with this Exhibit C for the Support term purchased by customer. If Customer has purchased both subscription and perpetual licenses, Customer must purchase Support for all licenses for the full subscription term.
- 2. Implementation.** Nordic IT will assign personnel to assist Customer in the installation and configuration of the Software and initial data import. Nordic IT will begin the implementation within fourteen (14) days form Order execution unless otherwise agreed, and will complete the implementation within the time frame agreed in the Order, provided that implementation period may be extended to the extent Customer fails to promptly provide information or systems access as required under the applicable Product Terms or the Customer makes change requests. Customer shall have seven (7) days to review the completed implementation beginning on Nordic IT's notice that it has completed the implementation. If Customer fails to either accept or reject the implementation, the implementation is deemed accepted as of the last day of the acceptance period. Customer may not reject the implementation unless it fails to conform to the agreed specifications. Customer's notice of rejection must be in writing and include a reasonably detailed description of the grounds for rejection. If Customer rejects the implementation Nordic IT shall remedy any items of non-conformance described in the Customer's within ten (10) days and Customer shall have a second acceptance period of ten (10) days. The process and timelines stated in this Section may be repeated one or more times until the implementation is accepted, provided that either party may terminate the Agreement without liability if the implementation is rejected two (2) or more times.

- 3. Training.** Nordic IT will provide training as specified in the Order. Customer is responsible for scheduling the training sessions within the thirty (30) days following the Order Effective Date. Nordic IT has no obligation to provide training services after the thirty (30) day period. Training services fees are non-refundable.
- 4. Software Maintenance.** Nordic IT will provide Customer with Software Updates when made available by Nordic IT for general release. The term “**Update**” means error corrections and bug fixes and enhancements to features that are included as part of the Software that Nordic IT makes generally available without additional charge to its customers for the same license product. Updates do not include functions or features that Nordic IT may offer as a separate license product for an additional fee. Customer is responsible for implementing Updates for Software installed on Customer’s premises. Nordic IT will implement Updates to Software provided as part of Hosted Software Services.
- 5. Technical Assistance.** Nordic IT will provide live support Monday – Friday from 8:30 a.m. to 16:30 p.m. Danish local time (GMT+1) and Singapore local time (GMT +7), excluding holidays in the relevant jurisdiction and other Nordic IT support holidays. Support requests must be made by telephone to Nordic IT’s published support telephone number or via chat, electronic mail, or other electronic means enabled by Nordic IT. If Customer has purchased off-hours Hotline assistance, then Nordic IT will provide live technical assistance during the hours described in its Hotline policies, provided that Customer makes the support request using the required telephone number or other communications means specified by Nordic IT in its Hotline policies. Nordic IT may provide off-hours support to Customers who have not pre-purchased Hotline support, if available, for its then current Hotline hourly rate.
- 6. Customer Obligations.** Customer’s representatives who request technical assistance must be reasonably proficient in the use of the Nordic IT Technology.
- 7. Fees.** Support fees are non-refundable except as expressly provided in the Agreement. Nordic IT may increase fees for Support renewals for perpetual licenses by giving notice of the increase at least thirty (30) days prior to the first day of the renewal term. If Customer requests assistance that is outside of ordinary Support, Nordic IT may charge additional fees at its then-current time and materials rate, provided that it advises Customer in advance that the assistance will incur an additional charge.
- 8. Support Tools.** Customer is not required to permit Nordic IT to use any remote access Support tools, but acknowledges that a refusal may delay or impact the effectiveness of the Support.
- 9. Support Warranty.** Nordic IT warrants that it will provide Support in a professional manner using personnel who have appropriate education, experience, and skill. If Nordic IT fails to meet this warranty, it will correct or re-perform the deficient Support. In addition, if Nordic IT fails to promptly correct the Support deficiency, and Nordic IT’s failure to meet the Support warranty materially impacts the use of the Software or results in a material security vulnerability, Customer may, as applicable: (i) terminate Support for perpetual licenses and receive a refund of pre-paid Support fees for the then-remaining part of the Support term, or (ii) terminate the Order for a subscription license or Hosted Software Service and receive a refund of prepaid, unused fees for the then-remaining license term or unused Hosted Software Services. To be eligible for a refund of fees described in this Subsection Customer must: (i) give Nordic IT notice describing the warranty breach in reasonable detail within thirty (30) days of the breach; (ii) cooperate with any requests for information and

cooperation by Nordic IT to diagnose the issue, including any effort to reproduce a Software failure; and (iii) give Nordic IT a reasonable period of at least thirty (30) days to correct or re-perform the deficient Support. The remedies stated in this Section are Customer's **sole and exclusive** remedies for a breach of the support warranty stated in this Section.

## **10. Support Exclusions.**

Nordic IT has no obligation to provide Support for custom software or configurations unless otherwise agreed in an Order for Professional Services. Nordic IT is not obligated to provide Support where the request is the result of any of the following (the "Support Exclusions"), but may do so, at its option, and for an additional fee as provided in Section 10 (Fees) of this Exhibit C: (i) failure to implement all maintenance releases provided by Nordic IT; (ii) failure to use the Software in accordance with the applicable terms of the Agreement, the Documentation or reasonable instructions provided by Nordic IT, (iii) damages to the machine on which the Software is installed other than by Nordic IT, (iv) use of Third Party Technology that is not part of the Software provided to Customer by Nordic IT, or (v) alterations of the Software or Hosted Software Services environment by anyone other than Nordic IT. Any Nordic IT Support provided in connection with a Support Exclusion is provided **AS IS**. In addition to its other remedies stated in the body of the MLSA or Order, Nordic IT may suspend Support during any period that the fees for Support are overdue.

**11. Changes to Support.** Nordic IT may modify its support policies at any time, provided that: (i) Nordic IT will not materially diminish Support agreed during the term of an Order, and (ii) Nordic IT shall give notice of a diminishment of Support at least thirty (30) days prior to the renewal date for the Order that includes Support

*End of Exhibit C*

## **Exhibit D**

### **Professional Services**

#### **1. Statements of Work**

Nordic IT and Customer may enter into Orders for Professional Services as described in Section 1 (Agreement) of the MLSA. Each Order for Professional Services is referred to in this Exhibit D as a "Statement of Work" or "SOW." The term "Services" as used in this Exhibit D refers only to Professional Services.

Each SOW will include, at a minimum, the following:

- the name and contact information for Nordic IT's designated Project Manager;
- the name and contact information for Customer's designated Project Manager;
- a description of the services to be performed by Nordic IT (the "Professional Services");

- each item to be delivered to Customer (each, a “Deliverable”);
- the fixed-price or time and material fees for the Services (the “Fees”);
- the start date, expected delivery dates for Deliverables, dates for any other milestones and the anticipated end date for the Services (“Schedule”);
- Customer’s obligations and other requirements necessary for completion of the Services (“Dependencies”);
- acceptance criteria and testing plans (if applicable) for Deliverables relating to fixed-price Services (“Acceptance Criteria”); and
- any other special terms that apply to the Statement of Work (“Special Terms”).

In the event Nordic IT performs any Services prior to (or in absence of) the execution of an applicable SOW, all such Services will be deemed performed on a time and materials basis in accordance with Nordic IT’s then-current rates and will be governed in all respects by the terms and conditions of this Agreement. Nordic IT will perform Services remotely from its offices unless the applicable SOW expressly states that the Services are to be performed onsite at a different location (“**Onsite**”). Unless specifically stated otherwise in the applicable SOW, Nordic IT has no obligation to perform background checks or drug screening of its personnel assigned to perform Onsite Services. Nordic IT has no obligation to perform Services outside of its normal business hours unless expressly agreed in writing. Nordic IT may charge a higher rate for hourly services performed outside of regular business hours.

## **2. Change Orders**

Customer may request changes to any SOW by providing a written request (which may be in the form of an email) to Nordic IT. Nordic IT is not required to begin work on any requested Services until the parties have agreed to a written document describing the change and the related fees and timelines (a “**Change Order**”). For significant change requests, Nordic IT may require Customer to pay Nordic IT’s hourly time and materials rate for time spent to evaluate the request and create a scope of work; provided that Customer must agree in writing to any Nordic IT fees for evaluation and scoping services.

**3. Project Managers.** Each parties’ Project Manager must have an in-depth knowledge of the requirements for the applicable project and authority to provide approvals as needed in the course of the performance of the Services. Each party’s Project Manager must be reasonably available during business hours, and must respond to requests for information in a reasonably prompt manner.

## **4. Customer Obligations**

**4.1 General.** Customer will provide all of the resources and perform all of the tasks assigned to as further described in any SOW, including where applicable the provision of clear design requirements and other relevant user information. Customer acknowledges that its failure to meet its obligations under an SOW, or to otherwise

provide all reasonable cooperation in connection with Nordic IT's performance of the Services, may result in delays in the performance of the Services, a reduction in the functionality of the Deliverables and/or increases in the Fees. Customer further acknowledges that its failure to provide required technical resources and equipment (e.g. application servers) for operation of the Deliverables may result in the failure of a Deliverable to meet the Acceptance Criteria. Customer acknowledges that it will be solely responsible for the impact of any failure described in this Section. Nordic IT will provide written notice to Customer of any failure described in this Section (which notice may be included in Nordic IT's standard status report or delivered in email). Thereafter, Customer and Nordic IT will work together to devise a resolution to the situation and document the impact of the failure and planned resolution on the Schedule, Deliverables and Fees, as applicable.

**4.2 Reviews.** Nordic IT will deliver each Deliverable to Customer for its review and approval in accordance with the terms and conditions of the applicable SOW. Customer acknowledges that the development of the Deliverables is an iterative process and will require Customer's review and input on a regular basis. Customer will provide such review and input on a timely basis as further described in this Section. When asked to review and accept specific Deliverables, Customer will not unreasonably withhold or delay such acceptance.

**4.3 Systems Backup and Other Prerequisites.** Customer must backup all Software configurations and data that Nordic IT personnel will access as part of the Services before Nordic IT begins the Services, and store the backup on a separate environment.

**4.4 Onsite Services.** If Nordic IT provides Onsite Services, Customer must provide a safe and suitable facility for the performance of the Services, including compliance with applicable laws and industry standards for health, safety, and security. Customer must have at least one representative physically present at the applicable location during the entire time that the Nordic IT personnel are onsite. Customer must also provide the Nordic IT personnel with desk space, Internet access, and other facilities and services as Nordic IT may reasonably request to perform the Services. Nordic IT personnel will comply with Customer's safety and security procedures generally applicable to Customer's onsite vendors, provided those procedures are communicated by Customer to Nordic IT. Nordic IT may charge its hourly rate for travel time to and from the Customer's location for Onsite Services, and Customer shall pay or reimburse Nordic IT's travel expenses to the location in accordance with Section # of the General Terms.

**4.5 Systems Access.** Customer must provide Nordic IT personnel with access to Customer's information technology systems as Nordic IT may reasonably request for the performance of the Services, including remote access if requested. Nordic IT will comply with Customer's security requirements for such access that are made part of the SOW, or if no security requirements are included in the order, Customer's reasonable security requirements communicated in advance to Nordic IT.

**5. Acceptance.** If the SOW states that the Customer has a right of acceptance with respect to the Services or Deliverables, the terms of this Section apply except to the extent otherwise stated in the SOW. The acceptance period is ten (10) days and begins on the date that Nordic IT submits the Services or Deliverables (milestone or final) to Customer for acceptance. Customer shall either accept or reject the Services or Deliverables within the acceptance period, but if Customer has failed to do either by the end of the acceptance period the Services or Deliverables are deemed accepted on the last day of the acceptance period. Customer may not reject the Services or Deliverables unless they fail to conform to the specifications stated in the SOW, and Customer's notice of rejection must be in writing and include a description of the grounds for rejection in reasonable detail. Nordic IT shall modify the Services or Deliverables to remedy the items of non-conformance identified in Customer's notice

of rejection within ten (10) days of a proper rejection and re-submit them to Customer for acceptance. Customer shall have a second acceptance period having the same length as the first. Customer shall accept re-submitted Services or Deliverables if the items of non-conformance described in its notice have been cured. The process and timelines stated in this Section may be repeated one or more times until the Services or Deliverables are accepted, provided that either party may terminate the Agreement if the Services or Deliverables are rejected two (2) or more times.

**6. Services Warranty.** Nordic IT warrants for the applicable warranty period Services will be performed in a professional and workman-like manner by appropriately trained personnel, using generally accepted industry standards and practices. As Nordic IT's **sole liability and Customer's exclusive remedy** for a breach of this warranty, if the Services are not provided as warranted, Nordic IT will, at its sole discretion, either: (i) correct any material non-conformances in the Deliverables; (ii) re-perform the Services; or (iii) credit Customer for the amount paid for the nonconforming Services. This warranty does not apply to the extent any non-conformity relates to (i) any specifications, code, diagnostic or other tools, or any other materials provided by Customer; (ii) the integration, operation, modification, or use of the Services or any Deliverables in any manner not authorized by Nordic IT, and (iii) any changes to the network environment after the Services were rendered. Unless otherwise stated in the SOW, the warranty period for Services provided on a time and materials basis is thirty (30) days following the completion of the Services, and the warranty period for Services provided on a fixed price basis is thirty (30) days following acceptance of the final Deliverables.

**7. Rights in Deliverables.** Excluding that part of the Deliverables that is comprised of Customer's Confidential Information or Customer's pre-existing proprietary information or technology, Nordic IT retains ownership of the Deliverables and all related intellectual property rights. For example, if Nordic IT creates an integration between the Software and Customer's third party email service or other Third Party Technology, Nordic IT may use the know-how and methods it develops as part of creating that Deliverable to create an integration for a different customer who would like to integrate the Software with that Third Party Technology, so long as Nordic IT does not use or disclose Customer's Confidential Information or proprietary information to create the integration for the other customer. Customer acknowledges that the Deliverables are not a work made for hire.

***End of Exhibit D***