myComplianceManager™ / myCM™ Standard Terms of Service

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1.   Welcome to myCM!

Thank you for your interest in myComplianceManager ("myCM") software-as-a-service Applications and related services (collectively, "Services") which are provided by Mark Business Intelligence Systems LLC ("Vendor", referred to as "we", "us" or "our" in these Standard Terms).

By licensing, purchasing or using our Services, you, our Client (referred to as "Client", "you" and "your" in these Standard Terms), and your authorized Users, agree to these Standard Terms of Service ("Standard Terms", sometimes referred to between us as the Master Services Agreement or "MSA"). Please read them carefully and print a copy for your future reference. All capitalized terms are either defined when first used or in the Definitions section below (see Section 11). We may change these Standard Terms from time to time. If we make any changes, we will notify you by (i) posting a revision in our Application or this web address, and revising the "Last Updated" date at the top of this document, or (ii) sending you information regarding the changes via our Application or to the email address you provide to us. We encourage you to review our Standard Terms whenever you access our Services to stay informed about our practices. Use of our Services for more than 20 days after the notification or posting of such changes will constitute your consent to those changes. You agree that we are not liable to you or to any third party for any modification of the Standard Terms.

2.   Ordering Services

2.1.   Purchase Agreements. All purchases of Services must be documented in a mutually agreed upon format ("Purchase Agreement") that incorporates these Standard Terms and includes a description of the Service(s) ordered, the License term if applicable, delivery schedule, fees, payment schedule and, if Vendor work is involved, a description of the work, deliverables and customer acceptance criteria, if any. In some cases, depending upon your internal practices, the Purchase Agreement may be in the form of a Statement of Work ("SOW"); either practice is satisfactory to us and, in those cases, references to "Purchase Agreement" in these Standard Terms will be deemed to refer to the relevant SOW. Both you and we have the right to accept or decline any proposed Purchase Agreement. Services that conform to a Purchase Agreement will be deemed accepted by you upon receipt, subject to any acceptance criteria set forth in the Purchase Agreement.

2.1.1.   Specific Terms Govern. Our Services are diverse, so sometimes you may request Services that are subject to additional terms or requirements. These additional terms or requirements will be clearly stated in the relevant Purchase Agreement, and those additional terms or requirements will supersede any conflicting terms in these Standard Terms and become part of your agreement with us. Every Purchase Agreement is subject to these Standard Terms, and any additional terms in your Purchase Agreement will govern over any inconsistencies with these Standard Terms in the following order of governance: Purchase Agreement first, then Standard Terms.

2.1.2.   Unsigned Orders/SOWs are Permitted at Your Discretion. In the event your internal practice permits or requires an unsigned Purchase Agreement as supporting documentation for a purchase order, then, in those cases, the unsigned Purchase Agreement may be considered an estimate only, and neither a commitment of Services by us nor a commitment of funds by you, until we either accept your authorized purchase order or receive your payment of our invoice, at which time these Standard Terms and the terms of the unsigned Purchase Agreement will be deemed accepted by both you and us, but only to the extent of the Services covered by your purchase order or invoice payment.

2.2.   Fees. Fees and rates for Services are set forth in the Purchase Agreement. Unless your Purchase Agreement states otherwise: (i) undisputed fees are due no later than thirty (30) days after invoice receipt; (ii) invoices

and payments will be in US dollars; (iii) if payment in non-US currency is permitted by your Purchase Agreement, then, in the event of exchange rate or bank fee fluctuations, we reserve the right to modify rates at any time with prior notice to you; and (iv) if you or your Users expand the scope of Services or exceed the permitted licensed use of an Application during a License Term, then additional fees may apply at the applicable rates set forth in the Purchase Agreement.

2.3.   Your Tax Responsibility. Fees for Services are exclusive of all taxes, including without limitation, sales tax, import/export tax, VAT, and other taxes, recovery charges or levies that are assessed against either Party as a result of our provision of Services to you and your Users pursuant to the Purchase Agreement. The payment of such applicable taxes will be your sole responsibility. You and your Users are not responsible for any personal income taxes of Our Entities.

2.4.   Our Tax Responsibility & Relationship of the Parties. No joint venture, partnership, employment, or agency relationship exists between you and any of Our Entities as a result of any Purchase Agreement. We are an independent contractor and will perform our duties under the Purchase Agreement solely as an independent contractor, and not as your agent, employee, or representative. We will bear sole responsibility for the performance of, and payment of compensation to, our Personnel and subcontractors under the Purchase Agreement. We will pay and report, for all our Personnel assigned to your Services, any federal and state income tax withholding, social security charges, contribution taxes, or related interests and penalties levied. We will bear sole responsibility for any health, unemployment or disability insurance, retirement benefits, or other welfare or pension benefits, if any, to which such Personnel may be entitled.

3.   Application License

3.1.   Applicability. The terms and conditions of this Section will only apply in the event a Purchase Agreement for an Application License is duly executed.

3.2.   License Term; Subscription Period. Application Licenses are granted for a durational period of one year or less as defined in the Purchase Agreement ("License Term"). You may also elect to contract for a package of one or more consecutive License Terms (a "Subscription Period"). The Subscription Period length is defined in the Purchase Agreement. You may add Licenses at any time during a Subscription Period. Added Licenses will be pro-rated based on the term and rates in the Purchase Agreement. You are responsible for paying for all Licenses ordered, whether or not such Licenses are actively used.

3.2.1.   Renewal. Prior to the expiration of your Subscription Period, you can renew by either (a) entering into a new Purchase Agreement, or (b) paying our renewal invoice, which, upon receipt of invoice payment, will be deemed an extension of the then-current Purchase Agreement at the pricing set forth in the renewal invoice for an equivalent Subscription Period ("Renewal"). These Standard Terms and the Purchase Agreement will survive and apply during any Renewal. If you do not renew, then we can terminate access to the Services at the end of your Subscription Period, subject to our obligations for the proper disposition of Your Content and Work Product as described in Section 7.8.

3.3.   License Grant. Subject to the terms and conditions of the Purchase Agreement and these Standard Terms, we grant to you, on our behalf and our licensors, a worldwide, non-exclusive, non-sublicensable, non-transferable, royalty-free license (a) to access and use the Services named in the Purchase Agreement, as well as to access and use Updates and Upgrades related to such Services, during each License Term or Subscription Period for which you purchase and keep current your undisputed payments for Required Licenses as required by the Purchase Agreement, and (b) to access and use the Documentation. Licenses are granted solely for your use in connection with your business and for your exclusive benefit. All rights not expressly granted to you are reserved by us and our licensors.

3.4.   "Required Licenses" means, collectively, the number and types of Licenses, as set forth in the Purchase Agreement, which must be purchased by you during each License Term. Required Licenses may include one or a combination of the following types of licenses: System Licenses, User Licenses, Activity Licenses or other licensing unit of measure that is mutually agreed upon in the Purchase Agreement.

3.5.   License Warranty. We warrant to you that we are the owner of the Services or that we have the right to grant to you and your Users the License rights set forth in these Standard Terms and the applicable Purchase Agreement, and neither the granting of the License nor the use of the Services as contemplated by the Purchase Agreement does or will infringe upon, misappropriate or otherwise violate the Intellectual Property Rights of any third party.

3.6.   Our Indemnification of You for Infringement. We will indemnify and hold Your Indemnitees harmless from and against all Costs arising out of or in connection with a claim alleging that the Services infringe the Intellectual Property Rights of a third party ("IP Claim"), provided that Your Indemnitees comply with all Indemnification Requirements. We will have no indemnification or hold harmless obligation for any IP Claim to the extent arising from either (a) the combination of the Services or Our Systems with any of Your Systems, if such liability would have been avoided but for such combination, or (b) the negligent acts or omissions of you or your Users. Notwithstanding anything to the contrary in these Standard Terms, should the Services become, or in our reasonable opinion be likely to become, the subject of infringement or an IP Claim, then, as Your Indemnitees' sole and exclusive remedy, at our option and expense, we may either (i) procure for you and your Users the right to continue using the Services, in which case we will be administratively and financially responsible for obtaining any consent from third parties required to provide you and your Users access to and use of the Services, (ii) replace or modify the Services so that they become non-infringing, or (iii) if we determine that the previous options are commercially impracticable, upon terminating access to the Services, refund the amounts paid by you for the Required Licenses related to the balance of the License Term so terminated.

4.   Using Our Services

4.1.   Our Technology. The Purchase Agreement is not a sale and does not convey to you any rights of ownership in, or related to, the Application, Our Technology, or our Intellectual Property Rights. Additionally, neither these Standard Terms nor the Purchase Agreement is a "work-for-hire" agreement, meaning that we own all right, title and interest in and to Our Technology, regardless of when created, and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information that is provided by or to us, directly or indirectly, during the performance of the Purchase Agreement, SOW and the Services.

4.2.   Misuse; Suspension. You and your Users must not misuse the Services. For example, you and your Users must not interfere with the Services or try to access them using a method other than the interface and the instructions that we provide. You and your Users must use the Services only as permitted by Law, including applicable export and re-export control laws and regulations. We may suspend or stop providing the Services if we reasonably suspect that you or your Users are violating these Standard Terms, the Purchase Agreement. We will provide immediate notice of any such suspension and cooperate with you in your efforts to cure the breach causing the suspension. If the breach is not cured within thirty (30) days after receipt of notice, then we may, in addition to any other rights we may have, either terminate the breaching Users' License(s), in which case you may immediately re-assign such User License(s) to another non-breaching User, or terminate the Services.

4.3.   Service Announcements. We may send you or your Users service announcements, administrative messages, and other information in connection with the use of the Services. You and your Users may opt out of some of those communications.

4.4.   Logos. These terms do not grant either party the right to use any logos of the other party, except if used in connection with the Services (such as your permitted use of logos within the Application or on Application-generated items like emails and reports), or acknowledging that a relationship exists between the parties, so long as logos and marks are faithfully reproduced with proprietary rights notices as applicable.

4.5.   myCM Analytics Connector Services. The terms and conditions of this subsection 4.5 will only apply in the event a duly executed Purchase Agreement provides you or your Users access and use of myCM Analytics Connector Services. "Analytics Connector Services" means our on-demand service to connect and transfer data from the Application to a myCM-supported data visualization software that you maintain a valid software license to use. To ensure Application system performance levels and security, we reserve the right to establish and enforce protocols, such as permitting access only for Client-authorized users and IP addresses, limiting data flows to non-continuous intervals, and placing reasonable limits on the number of data calls via the Analytics Connector Services.

4.6.   myCM Certification Services. The terms and conditions of this subsection 4.6 will only apply in the event a duly executed Purchase Agreement provides you or your Users access and use of myCM Certification Services. "myCM Certification Services" means our on-demand electronic signature service, which provides online display, delivery, electronic signature, and storage services for Certifications via the Internet. "Certification" refers to a contract, notice, disclosure, certification, or other record or document processed in the Application using myCM Certification Services.

4.6.1. ESIGN Compliant. We represent and warrant that the proper use of myCM Certification Services by you and your Users in accordance with the Documentation and applicable law in the formation of a Certification not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. §§7001 et seq. (the "ESIGN Act") to support the validity of such formation, to the extent provided in the ESIGN Act.

4.6.2. Your Responsibilities for Certifications. Our provision of myCM Certification Services is conditioned on your and your Users' acknowledging and agreeing to the following:

(i) myCM Certification Services facilitate the execution of Certifications between the parties to those Certifications. Nothing in this Agreement may be construed to make us a party to any Certification processed through myCM Certification Services, and we make no representation or warranty regarding the transactions sought to be effected by any Certification;

(ii) Between us and you, you and your Users have exclusive control over and responsibility for the content, quality, and format of any Certification;

(iii) If you or your Users elect to use one or more of the optional features designed to verify the identity of the intended recipient of a Certification that we make available ("Authentication Measures"), we will apply only those Authentication Measures selected by you or your Users, but we make no representations or warranties about the appropriateness of any Authentication Measure. Further, we assume no liability for: (a) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (b) the circumvention by any person (other than us) of any Authentication Measure;

(iv) We are not responsible for determining whether any particular Certification: (a) is subject to an exception to applicable electronic signature laws; (b) is subject to any particular agency rules or regulations; or (c) whether it can be legally formed by electronic signatures; and

(v) We are not responsible for determining how long any Certifications are required to be retained

or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, we are not responsible for or liable to produce any of your or your Users' Certifications to any third parties.

5.   Application Maintenance Service Level Agreement

   5.1.   <u>Applicability</u>. The terms and conditions of this Section will only apply in the event a Purchase Agreement for an Application is duly executed. In such case, we will provide Application Maintenance Services, as defined in this Section, during each fully paid up License Term.

   5.2.   <u>Application Maintenance Service</u>. During the License Term, we will maintain the Application, including Updates, Upgrades and prioritized problem resolution, in accordance with Documentation and this Section. Such maintenance will, by necessity, require Scheduled Maintenance Windows, during which time the Application may operate with reduced speed and functionality, or may be unavailable. Section 11.29 lists anticipated Scheduled Maintenance Windows that you can expect during the Subscription Period. We may perform maintenance at any time as necessary to perform our obligations under the Purchase Agreement. Whenever feasible, we will cooperate with you to calendar Scheduled Maintenance Windows on dates and times that result in the least amount of disruption to your use of the Application.

   5.3.   <u>Help Desk Support</u>. During the entire period during which Application Maintenance Services are provided pursuant to a Purchase Agreement, we will provide remote technical assistance and consultation to you during normal Business Hours for (i) general help in the use of the Application, and (ii) reporting and resolution of Defects. We will maintain a product-trained and knowledgeable staff capable of rendering the Application Maintenance Services. Unless stated otherwise in your Purchase Agreement, all Help Desk Support requests must be coordinated through a maximum of two designated contacts authorized by you. Additional charges may apply for support requests that exceed your two designated contacts, or your allotted training and technical support as set forth in the Purchase Agreement.

   5.4.   <u>Updates & Upgrades</u>. We will provide you full access to all Updates and Upgrades for the Application. We will ensure that Updates and Upgrades containing new features or enhancements to existing features are compatible with the previous version. We will reasonably cooperate with you and promptly respond to any information or scheduling requests made by you with respect to any Updates or Upgrades to be implemented. After an Update or Upgrade has been incorporated into the Application, the Update or Upgrade will be considered part of the Application. You agree that any obligation we may have to support or offer support for earlier versions of the Application may be ended upon availability of the Update or Upgrade.

   5.5.   <u>Problem Resolution and Priority Response</u>. We will use all reasonable diligence to correct verifiable and reproducible Defects when reported in accordance with this Section 5.5. Each Defect will be reasonably classified by Vendor as a Priority One, Priority Two or Priority Three Defect, as defined below. We will respond to the Defect and your request for support in a manner appropriate for the Priority level of the Defect as follows.

      5.5.1.   "<u>Priority One Defect</u>" means a Defect that renders the Application inoperable. For Priority One Defects, we will initiate diagnostic and remedial measures with a target response time of four (4) Business Hours. Once we have commenced corrective measures, we will work diligently until the Defect has been remedied and periodically update you regarding our progress pursuant to a mutually agreeable communication plan for each situation.

      5.5.2.   "<u>Priority Two Defect</u>" means a Defect that materially impairs the Application's performance of one or more features or functions detailed in the Documentation, with the consequence that the Application features and functions can be performed but in a restricted or inefficient manner. For Priority Two Defects, we will initiate diagnostic and remedial measures with a target response time of eight (8) Business Hours. Once we have

commenced corrective measures, we will complete all such corrections as soon as reasonably practicable and periodically advise you concerning our progress.

      5.5.3.   "Priority Three Defect" means a Defect that does not significantly affect the features or functions of the Application; but the performance or efficiency of such features and functions might improve if such defect were to be corrected. For Priority Three Defects, we will endeavor to correct the defect and furnish a remedy no later than the next Update or Upgrade.

      5.6.   Scheduled Maintenance and Uptime Commitment. We commit to providing 99.9% Application availability per year, except for Scheduled Maintenance Windows, Force Majeure Events and interruptions caused, directly or indirectly, by you, your Users or Your Systems ("Uptime Commitment"). If we do not meet our Uptime Commitment, then we will provide a credit (a "Service Level Credit") of 5% for each percentage point below 99.9%, up to a maximum of 20% of the annually Required License fees for the applicable Application, which will be credited in the form of a pro-rated, no-cost extension of the License Term, at the end of the then-current Subscription Period. In the event Uptime is less than 95% per calendar month three (3) times within a consecutive 12-month period, you have the immediate right to terminate the Purchase Agreement for the applicable Application upon written notice to us, and you will be refunded the amounts paid by you for the Required Licenses related to the balance of the License Term so terminated. The remedies in this paragraph are your sole and exclusive remedies for Uptime violations.

6. Hosting Service Level Agreement

      6.1.   Applicability. The terms and conditions of this Section will only apply in the event a Purchase Agreement for an Application is duly executed. In such case, we will provide Hosting Services, as defined in this Section, during each fully paid-up License Term.

      6.2.   Hosting Services. We will host the Application on Our Systems in a fully managed server environment located at our preferred data center(s) and managed by us or our subcontractor ("Data Center"). The Hosting Services will be provided on a 7x24x365 basis, except for interruptions due to Scheduled Maintenance Windows, Force Majeure Events, and interruptions caused, directly or indirectly, by you, your Users, or Your Systems. At the Data Center will be the hardware and software necessary to run and support the Application from a remote location via the Internet. We represent and warrant that we have implemented and will maintain the following hosting and security measures during each License term.

      6.2.1.   Information Security & Compliance. We maintain an Information Security Program and internal controls that ensure Our Systems are maintained in a Data Center that meets or exceeds generally accepted industry standards and certification requirements of major compliance frameworks, such as applicable Data Privacy Framework Program – GDPR standards and Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality, and Privacy. Additionally, Our Systems are protected by a multi-layered and defense-in-depth security approach, including physical security controls, network/perimeter controls, access controls, system/host controls, Application-level controls, and continuous monitoring.

      6.2.2.   Data Encryption. We use industry accepted encryption technologies to protect Your Content while in transit between your network and Our Systems, and while at rest in Our Systems.

      6.2.3.   User Authentication & Access Controls. The Application includes multi-tiered security and user authentication controls to restrict and monitor unauthorized access. Additionally, we provide User-definable parameters and permissions that you can set to further restrict access to the Application and regulate your Users' access to certain Application data and features.

6.2.4.   Logs. Both the Application and Our Systems log activity to their respective system log facility or a centralized server for monitoring. Logs are kept for a minimum of 90 days, and are kept in a secure area to prevent tampering.

6.2.5.   Intrusion Prevention. We perform vulnerability tests and monitor Our Systems for unauthorized intrusions and attacks using network-based intrusion-prevention and intrusion-detection systems.

6.2.6.   Backups. All of Your Content, up to the last committed transaction, is automatically backed up to a secure library on a nightly basis. At least four weeks of database backups are maintained.

6.2.7.   Business Continuity. We will maintain a business continuity plan for the Application and Your Content, which will include the following services: (a) backups of the Application and Your Content as described in Section 6.2.6, and (b) recovery of Your Content from those backups, with response times of less than 1-2 business days depending upon the scope of your request and circumstances. We will annually test the operability of these business continuity services.

6.2.8.   SOC Report. Once per year during the Subscription Period, we will provide you with a SOC1, SOC2, or SOC3 report, issued by an independent auditing firm following their audit of the Data Center where Your Content and Our Systems are located. The SOC report will be subject to reasonable confidentiality obligations consistent with generally accepted industry practices.

6.2.9.   Hosting Services Improvements. During the term of the Purchase Agreement, we may enhance the Hosting Services by changing or adding Data Center locations, security controls, procedures, policies and features. Any such modifications will continue to provide the same or better security with respect to Your Content.

7.   Content Service Level Agreement

7.1.   Your Content. The Purchase Agreement does not change ownership of any pre-existing Intellectual Property Rights of either Party. You retain ownership and all Intellectual Property Rights of all Your Content and Work Product. You authorize us to process Your Content and Work Product only for the limited purposes of performing our obligations under the Purchase Agreement, performing or improving the Services, and developing or testing new ones, such as Updates, Upgrades, adaptations, or other changes we make so that Your Content works better with our Services.

7.2.   Confidential Information. The receiving party ("Recipient") of Confidential Information agrees to exercise reasonable care to protect Confidential Information from unauthorized disclosure, which care will not be less than the Recipient exercises to protect its own confidential information. The Recipient may disclose Confidential Information only to its employees, contractors, or agents who need to know such information and will contractually require such employees, contractors, or agents to comply with the obligations of confidentiality, unless they are otherwise subject to fiduciary or other professional obligations of confidentiality that are enforceable by the Discloser. We will not: (i) use your Confidential Information other than to the extent necessary to meet our obligations under these Standard Terms and the Purchase Agreement; or (ii) commercially exploit your Confidential Information or allow it to be commercially exploited on our behalf.

7.2.1.   Confidential Information Defined. "Confidential Information" means (a) the terms of the Purchase Agreement (except for the existence and purpose of the Parties' contractual relationship), (b) Our Technology, (c) Your Content, (d) non-public information relating to the disclosing party ("Discloser") or its business, and (e) information that is marked or otherwise designated as confidential, or reasonably understood to be confidential at the time of disclosure. Confidential Information will not include any information that is (i) already in possession of Recipient without obligation of confidence at the time of disclosure, (ii) becomes publicly available

without breach of these terms, (iii) was in the public domain at the time of its disclosure or becomes known in the public domain through no act or omission of the Recipient party, or (iv) released for disclosure by the Discloser with its written consent.

7.2.2. <u>Disclosure Pursuant to Law</u>. Notwithstanding the above, a Recipient may disclose Confidential Information to the extent and to the persons or entities required under applicable Law provided that, before disclosing any otherwise Confidential Information, Recipient (a) provides prompt notice of such Law giving Discloser opportunity to object to or limit such disclosure, and (b) such Recipient reasonably cooperates with Discloser's efforts to maintain the confidentiality of the Confidential Information. In the event that Discloser cannot limit such disclosure, the Recipient will only disclose that portion which Recipient's counsel advises that Recipient is legally required to disclose.

7.3. <u>Compliance with Privacy Laws</u>. We will comply with all Privacy Laws pertaining to our processing of Personal Data in the performance of the Services. We, you and your Users will abide by our Privacy Policy, to the extent applicable, including the prohibition against processing any Prohibited Information in the Application.

7.4. <u>Schedule of Personal Data; Business Contact Information</u>. In order to ensure mutual awareness and protection of Personal Data, any Personal Data that may be Processed in the Application or Our Systems, except Required User Account Data and Business Contact Information, must be listed on the "Schedule of Permitted Personal Data" attached to the Purchase Agreement, along with any additional safeguards you request, prior to processing any Personal Data. The Schedule may be amended from time to time, by a mutually executed amendment, during the Purchase Agreement term as necessary.

7.5. <u>Privacy Communications to your Users</u>. Both you and we acknowledge that you are best situated to communicate with your Users, and other third parties with whom you conduct business, regarding the processing of Personal Data within the Application and Our Systems. Accordingly, if you determine, in your sole discretion, that any requirement of Privacy Laws (such as notice, choice, consent, opt-in/opt-out, access requirement, or Personal Data tracking and record-keeping) applies to the use of the Application by you, your Users, or any authorized third parties, then you are solely responsible for performing and coordinating the communications and compliance activities related to them, their use, and their Personal Data.

7.6. <u>Information Security Incident Response</u>. If we discover or are notified of an Information Security Incident, then we will notify you of such breach as soon as reasonably feasible, but in any event within 24 hours. Thereafter, we will perform the following response actions, except to the extent the Information Security Incident is under your control or relates to Your Systems or the acts or omissions of you or your Users:

7.6.1. <u>Mitigate</u>. Use commercially reasonable efforts and promptly take all commercially reasonable actions to rectify, prevent, contain and mitigate the impact of the Information Security Incident within the Application and Our Systems;

7.6.2. <u>Investigate</u>. Conduct a reasonable investigation of the reasons for and circumstances of the Information Security Incident, and report our findings in reasonable detail to you, along with any corrective actions taken or recommended to be taken, within 15 business days of the incident;

7.6.3. <u>Preserve</u>. Collect, preserve and document evidence regarding the discovery and cause of, response, and remedial actions related to the Information Security Incident, and provide such documentation to you upon request; and

7.6.4. <u>Cooperate</u>. We agree to reasonably cooperate with all your actions that are required by Privacy Laws in response to an Information Security Incident.

7.7.	Communication. We authorize you to provide any information and documents, reasonably required by Privacy Laws concerning any Information Security Incident, to individuals or third parties that may have been affected by the Information Security Incident, as well as to law enforcement authorities, regulators, consumer reporting agencies and the media; except to the extent that such authorization would cause us to violate Privacy Laws, legal privileges, or confidentiality obligations with our other customers.

7.8.	Disposition of Your Content at Termination. Within sixty (60) days of the expiration or earlier termination of the applicable Purchase Agreement, or as soon as reasonably feasible following any request by you, we will, at your option, either (i) destroy all Your Content and Work Product in our possession, custody or control, and/or (ii) provide to you, at your cost, a file(s) of Your Content and Work Product in our possession, custody or control (in a format to be mutually agreed upon), subject to a duly executed SOW. Upon your request, we will provide written certification by one of our senior officers that Your Content and Work Product has been securely returned or destroyed in accordance with this Section.

7.9.	Litigation Support. Upon request by you and at your cost, we will provide evidentiary and testimonial litigation support pertaining to Your Content, the Services, and the operation of Our Systems during the Subscription Period.

## 8.	Our Warranties and Disclaimers

We warrant that the Services will perform substantially in accordance with the requirements specified in the Documentation and these Standard Terms. We will make all necessary corrections to fulfill the foregoing warranty without additional cost to you, except to the extent caused by misuse of the Services by you, your Users or Your Systems. During the term of the Purchase Agreement, we further represent and warrant that (i) any Services provided by us will be performed in a professional, workmanlike manner, consistent with accepted industry standards, and (ii) neither the Services nor the Application contain any viruses, worms, time bombs, trojan horses or other harmful, malicious or destructive code.

EXCEPT AS EXPRESSLY SET OUT IN SECTION 3.6, THE PRECEDING PARAGRAPH, AND ELSEWHERE IN THESE STANDARD TERMS, THE PURCHASE AGREEMENT: (1) NEITHER WE NOR OUR SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE SERVICES (FOR EXAMPLE, WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICES, THE SPECIFIC FUNCTIONS OF THE SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS); (2) WE PROVIDE THE SERVICES "AS IS"; AND (3) WHILE SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WE EXCLUDE ALL WARRANTIES TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event that you are using our Services to directly or indirectly comply with any Laws, then you acknowledge and agree that: (1) the Services are not a substitute for consultation with professional accounting, tax, legal or other competent advisors, (2) use of the Services does not guarantee compliance with Laws, and (3) you release us and Our Entities from any and all Costs related, directly or indirectly, to Your non-compliance with such Laws.

## 9.	Our Liability

Notwithstanding anything to the contrary in these terms or other terms:

TO THE EXTENT PERMITTED BY LAW, OUR TOTAL LIABILITY FOR COSTS (defined in Section 11.7) ARISING OUT OF OR IN CONNECTION WITH THESE STANDARD TERMS, THE PURCHASE AGREEMENT, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE TOTAL AMOUNT OF APPLICATION LICENSE FEES DUE OR PAYABLE UNDER THE APPLICABLE PURCHASE AGREEMENT FOR THE PREVIOUS 12 MONTHS, EXCEPT FOR COSTS ARISING OUT OF OUR INDEMNITY OBLIGATIONS UNDER SECTION 3.6 AND OUR CONFIDENTIALITY OBLIGATIONS UNDER

SECTION 7.2, IN WHICH CASE THE LIMIT SHALL BE THREE TIMES (3X) THE TOTAL AMOUNT OF APPLICATION LICENSE FEES DUE OR PAYABLE UNDER THE APPLICABLE PURCHASE AGREEMENT FOR THE PREVIOUS 12 MONTHS;

EXCEPT TO THE EXTENT PROHIBITED BY LAW, NEITHER OUR ENTITIES NOR YOUR INDEMNITEES WILL BE RESPONSIBLE FOR LOST PROFITS, REVENUES, FINANCIAL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S REPRESENTATIVES, AGENTS OR LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND

IN ALL CASES, TO THE EXTENT PERMITTED BY APPLICABLE LAW BUT SUBJECT TO THE INDEMNIFICATION OBLIGATIONS AND LIMITATIONS OF LIABILITY SET FORTH IN THESE STANDARD TERMS, THE PURCHASE AGREEMENT, OUR ENTITIES AND YOUR INDEMNITEES WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

EACH PARTY ACKNOWLEDGES AND AGREES THAT THE SECTIONS ON LIABILITY AND WARRANTY DISCLAIMERS SET FORTH IN THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES AND ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES SUCH THAT THE PARTIES WOULD NOT HAVE ENTERED INTO A TRANSACTION WITHOUT SUCH SECTIONS.

10. Miscellaneous

10.1. <u>Anti-Corruption</u>. We represent and warrant that (i) we have complied and will comply with all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, the Canadian Corruption of Foreign Public Officials Act, and all other similar applicable laws ("Anti- Corruption Laws") in connection with the performance of Services; and (ii) we have not been charged with or convicted of bribery, corruption or fraud. We will promptly notify you in writing if any of the representations in this section are no longer accurate.

10.2. <u>Assignment</u>. Neither Party may directly or indirectly, assign or transfer (whether by operation of law or otherwise), or delegate any of its rights or obligations under the Purchase Agreement without the prior written consent of the other Party, which may not be unreasonably withheld; provided however, that either party may assign the Purchase Agreement pursuant to a transfer of all or substantially all of its business and assets, whether by merger, sale of assets, sale of stock, or otherwise. For the sake of clarity, the foregoing does not limit our ability to select or change subcontractors to meet our obligations under the Purchase Agreement, so long as we continue to be liable for our subcontractors' performance and maintain the same or greater level of Services as required by the Purchase Agreement. Any purported assignment or transfer of a Purchase Agreement in contravention of this Section shall be null and void. Notwithstanding the foregoing, upon prior written notice to the other Party, either Party may transfer the Purchase Agreement to any Affiliate (an "Internal Assignment") on the same terms as set forth in these Standard Terms and the Purchase Agreement. In the event of an Internal Assignment, such notice will include the Affiliate's name, principal business address, and contact information for the Affiliate's primary contact and accounts payable manager. The Purchase Agreement will be binding upon the successors and permitted assigns of the Parties.

10.3. <u>Entire Agreement; Enforceability; Waiver</u>. Each duly executed Purchase Agreement, together with any documents incorporated by reference , comprises the entire agreement between you and us and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained in the Purchase Agreement. No text or information set forth on any of your or our invoices, purchase orders, sales confirmations, preprinted forms or documents will add to or vary the terms and conditions of the Purchase Agreement. If any provision of the Purchase Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) will be construed, as nearly as possible,

to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The failure of either Party to enforce any right or provision in the Purchase Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by that party in writing.

10.4.　　Force Majeure. Neither you nor Our Entities will be responsible for delay or failure to perform obligations under the Purchase Agreement to the extent arising out of or related to a Force Majeure Event. Both parties will use reasonable efforts to mitigate the effect of a Force Majeure Event.

10.5.　　Governing Law; Dispute Resolution. These Standard Terms, the Purchase Agreement, and the related rights and obligations of the parties, will be governed by and construed in accordance with the internal laws of the State of Texas without regard to its conflict of law rules and specifically excluding application of that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims.

10.6.　　Government End-Users. To the extent you or your Users are a US Government end-user, then each License and Service is being provided to US Government end-users with only those rights as are granted to all other end-users pursuant to the terms and conditions of the Purchase Agreement. All unpublished rights are reserved by us under the Laws of the United States.

10.7.　　Notices. Each party may give notice (such notice will be deemed given when received by the other party) by means of confirmed electronic mail delivery to the recipient's last email address of record, or letter delivered by nationally recognized overnight delivery service or first-class postage prepaid mail to recipient's last address of record, or personal delivery.

10.8.　　Termination. Within thirty (30) days after the Purchase Agreement effective date, you may, upon written notice, terminate the Purchase Agreement, if you, in your sole discretion, determine that we are unable or unwilling to perform our obligations under the Purchase Agreement, in which case all fees paid hereunder will be refunded and neither Party will have any further liability whatsoever. Either Party may: (a) terminate the Purchase Agreement following 30 days prior written notice and opportunity to cure, if the other Party materially breaches any material terms or conditions contained in the Purchase Agreement; or (b) terminate the Purchase Agreement if either Party (i) files a voluntary petition in bankruptcy, (ii) makes a general assignment for the benefit of its trade creditors, (iii) suffers or permits the appointment of a trustee or receiver for its business assets, (iv) becomes subject to any proceeding under any bankruptcy or insolvency law where an order for relief is granted and which is either consented to by such Party or is not dismissed within sixty (60) days, (v) initiates actions to wind up or liquidate its business voluntarily or otherwise, (vi) ceases doing business in the ordinary course, or (c) terminate the Purchase Agreement if either Party makes an assignment in violation of these Standard Terms.

10.9.　　Survival. Except as may otherwise be provided elsewhere in the Purchase Agreement, the terms, provisions, covenants, representations, warranties and indemnities contained in these Standard Terms and the Purchase Agreement which by their nature, sense and context survive, or are expressly intended to survive the expiration or termination of the Purchase Agreement, will so survive and continue in full force and effect until they are satisfied or by their nature expire.

11.　　Definitions

11.1.　　"Activity License (AL)", means a License permitting Users, during the License Term, to process one Activity within the Application. The applicable Purchase Agreement will define the type of activity, task, template or data element ("Activity") that requires an Activity License. Each AL permits one Activity to exist in one instance of the Application. Only unique Activities in each active project are counted, meaning that multiple instances or copies of a single Activity are not counted if they exist in archived projects from a previous License Term.

11.2.   "Affiliate" means any corporation, limited liability company, general or limited partnership, joint venture, or other entity, controlled by or under common control with a party to the Purchase Agreement. For purposes of the foregoing, the following will be deemed to constitute control: (a) ownership, directly or indirectly, of 50% or more of the voting stock or other interest entitled to vote on general decisions reserved to stockholders, partners, members or other owners of such entity; (b) the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by written contract, or otherwise; or (c) if a party is a general partner of a partnership.

11.3.   "Application" means the software application named in the Purchase Agreement that is being Licensed by us to you pursuant to the Purchasing Agreement, including features, functions and recommended uses, requirements and restrictions as described in the Documentation, and including any content, audio or visual information, and data or end-user help provided by us, and including all Updates and Upgrades. The Application consists of a single, separate, dedicated instance of our software code.

11.4.   "Business Contact Information" means the following optional elements of your Users' personal information that you may process, at your sole discretion, in Our Systems for the purpose of using the Services: first/last name; business title/position; business organization and postal address; business telephone numbers; and any other business contact information publicly exchanged in the ordinary course of your business.

11.5.   "Business Hours" means Monday-Thursday, 8am-8pm US Central Time and Friday, 8am-1pm US Central Time, excluding US federal holidays (Note: If a US federal holiday falls on a Saturday, then the preceding Friday is a holiday, and if a holiday falls on a Sunday, then the following Monday is a holiday). Any reference to a "business day" shall mean a day based upon Business Hours.

11.6.   "Client", "you" or "your" means any entity that has executed a Purchase Agreement or issued a purchase order with Vendor for Application(s) or Services.

11.7.   "Costs" means claims, costs, expenses (including reasonable fees and costs of attorneys and experts), damages, losses, and liabilities.

11.8.   "Documentation" means any Purchase Agreement and Application help guides and Vendor's authorized, commercially released feature and functionality documentation for the Application and Services, as updated from time to time.

11.9.   "Defect" means a defect in the Application which is known by Vendor and classified as a Priority One, Priority Two or Priority Three Defect.

11.10.   "Force Majeure Event" means an act of war, hostility, sabotage; act of God; government or commercial restriction (including the denial or cancellation of any export or other license); fire, flood or water movement; and any delay, interruption, outage, deterioration, cessation or failure of power, electrical, telecommunication or other utility, or the Internet or its hardware, software or network components, that is not caused by the obligated Party; or other act, omission or event outside the reasonable control of the obligated Party, in each case, insofar as such event is unforeseen and prevents or delays the affected party from fulfilling its obligations.

11.11.   "Indemnification Requirements" means, when used in the context of one party (the "Indemnitor") indemnifying and holding harmless the other party (the "Indemnitee"), that the obligation of the Indemnitor is contingent upon the Indemnitee satisfying the following conditions: (a) promptly give written notice of the claim to the Indemnitor (provided that any delay or failure to provide such notice will not diminish Indemnitor's obligations under the provision, unless, and only to the extent that, Indemnitor or its insurer is materially prejudiced as a result of any such delay or failure to provide such notice); (b) give Indemnitor sole control of the defense and settlement

of the claim (provided that Indemnitor may not settle or defend any claim without Indemnitee's prior written consent, which will not be unreasonably withheld, unless Indemnitee is released unconditionally from all liability, and provided further that the Indemnitee may participate in such defense and settlement with counsel of its own choosing at its own expense); (c) provide to Indemnitor all available information and assistance reasonably requested by Indemnitor; and (d) not compromise or settle such claim or commit such other act or omission that materially diminishes or eliminates Indemnitor's rights or insurance coverage.

11.12. "<u>Information Security Incident</u>" means any actual occurrence, known by Vendor, of the following incidents that occur while Vendor or any third party acting on its behalf is in sole control of the processing of Client's Confidential Information: loss, theft, unauthorized use, unauthorized modification, unauthorized disclosure, unauthorized acquisition of, or unauthorized access to, or other unauthorized processing of Confidential Information, to the extent each such incident, (a) violates Privacy Laws, or (b) compromises the confidentiality, availability or integrity of your Confidential Information in violation of the Purchase Agreement.

11.13. "<u>Information Security Program</u>" means Vendor's technological, physical, administrative or procedural safeguards, including without limitation, policies, procedures, guidelines, practices, standards or controls that relate to (i) confidentiality, security, integrity and availability of Your Content; (ii) reasonably anticipated threats or hazards to the security and integrity of Your Content; and (iii) any Information Security Incident.

11.14. "<u>Intellectual Property Rights</u>" means all trade secrets, patents and patent applications, trade marks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights (including rights in computer software), ownership rights, use rights, licensing rights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) including, but not limited to, any and all renewals or extensions thereof, and all other proprietary rights (whether registered or unregistered, and any application for the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world, including, but not limited to, any and all renewals or extensions thereof.

11.15. "<u>Laws</u>" means any laws, regulations, statutes, treaties, policies, orders, court order, decrees or similar mandates of any US federal, state, or local governmental legislative, administrative or judicial body.

11.16. "<u>License</u>" means a license granted by Vendor for access and use.

11.17. "<u>month</u>" means thirty (30) days or 720 hours.

11.18. "<u>Our Entities</u>" or "<u>Our Indemnitees</u>" means Vendor, its Affiliates, and each of their officers, directors, employees, agents, contractors, licensors, successors, and assigns.

11.19. "<u>Our Systems</u>" means any computer, computer network, computer application, imaging device, storage device, mobile computing device or software (including the Application) that Processes Your Content and is owned by, leased by, controlled by, or operated on behalf of Vendor at the Data Center and used in the performance of Vendor's obligations under the Purchase Agreement.

11.20. "<u>Our Technology</u>" means all of Vendor's technology and Services, whether and whenever, invented, owned, or created, directly or indirectly, jointly or individually, including without limitation, any Application, Upgrades, Updates, Documentation, software, hardware, products, processes, algorithms, user interfaces, know-how, ideas, techniques, specifications, designs, any other tangible or intangible technical material or information, and all enhancements, derivatives and Intellectual Property Rights related to the foregoing.

11.21. "<u>party</u>" or "<u>parties</u>" means Client and/or Vendor.

11.22.   "Personal Data" has the meaning set forth in applicable Privacy Laws, (i) but only to the extent it is Your Content and you or your Users are data subjects to which the Privacy Laws apply in respect of their Personal Data, and (ii) it does not include (a) Prohibited Information, or (b) Required User Account Data.

11.23.   "Personnel" means all Vendor's workers employed or contracted by Vendor in the performance of Vendor's obligations under the Purchase Agreement.

11.24.   "Privacy Laws" means (a) any data protection or data privacy Law currently in effect and as they become effective that relate and pertain to the privacy of Personal Data, unless (b) you or your Users are data subjects located within the European Economic Area ("EEA"), the United Kingdom, or Switzerland, in which case it means the General Data Protection Regulation and related privacy directives ("GDPR"); but only to the extent such Privacy Laws are applicable to (i) Vendor, (ii) the Personal Data maintained within the Application and Our Systems, and (iii) Vendor's performance and obligations under the Purchase Agreement.

11.25.   "Privacy Policy" means Vendor's privacy policy which is available from both Vendor's public website (accessible via www.markbis.com or www.mycm.com) and the Application.

11.26.   "process" or "processing" means any operation or set of operations performed upon content, such as data entry, input, import, export, access, hosting, storage, modification, creation of derivative works, transmittal, use, maintenance, disclosure or disposal.

11.27.   "Prohibited Information" means content or Personal Data that you and your Users are prohibited from processing in the Application and Our Systems as defined in our Privacy Policy and the Schedule of Personal Data: such as protected health information; information revealing race or ethnic origin, political opinions, religion or beliefs, trade-union membership; genetic data; data concerning health, sex life, or non-public criminal convictions; and personal information from children under 13.

11.28.   "Required User Account Data" means the following required elements of your Users' personal information that is stored in Our Systems for the purpose of accessing and using the Services: a User's first and last name, a User ID, email address, User-defined password, and public information that we collect automatically in connection with your Users' interaction with our Services, such as IP address, device and Internet browser details, and User activity within the Application.

11.29.   "Scheduled Maintenance Windows" means those periods when the Application or Our Systems are temporarily interrupted for scheduled maintenance, Updates, Upgrades, or for any other agreed upon reason or purpose, including an established framework for scheduling and managing such maintenance windows. Below is a list of anticipated maintenance windows that you and your Users can expect during the Subscription Period. Please note that this list is not exhaustive. We may perform maintenance at any time as necessary to fulfil our obligations under the Purchase Agreement.

Maintenance Window	Frequency	Duration	Scheduling
Application Refresh	Once per day	1 minute or less	Service starts at approximately 4am US Central Time
Full database backups	Once per day	10 minutes or less	Service starts at approximately 12pm US Central Time
Monthly Updates	As needed, once per month	15 minutes to 2 hours depending on size of Update	Service occurs Saturday mornings between 6am- 12noon, US Central Time

Maintenance Window	Frequency	Duration	Scheduling
Weekday Updates (this includes Client requests and Updates that cannot wait until the next Monthly Update)	As needed	20 minutes to 1 hour depending on size of Update	Scheduled with Client advance notice and Client input, typically on a weekday starting at approximately 9pm US Central Time
Monthly System Patches	Once a month on weekdays	6 hours (little to no outages expected during this time)	Patch window is typically the 2nd Friday of the month from 12am-6am US Central Time
Upgrades, Network Maintenance, and/or Ad Hoc Patching	As needed	1-4 hours depending on Upgrade, patch or network requirements	Scheduled with Client advance notice and Client input, typically on a weekend day starting between 1am and 4am US Central Time
Scheduled Database Restore	As needed to restore Client's database to a previous backup restoration point	1-4 hours depending on size of database to be restored	Scheduled with Client advance notice and Client input, typically after Client's work hours

11.30.   "System License" means a License permitting, during a License Term, access to or use of one instance of the Application.

11.31.   "Update" means and includes minor modifications or revisions made to the Application and any derivatives thereof, when commercially released by Vendor and made available to Client, to modify or repair existing features and functionality within the Application.

11.32.   "Upgrade" means and includes major modifications or revisions made to the Application, when commercially released by Vendor and made available to Client, to add major enhancements, functionality or features to the Application.

11.33.   "User(s)" mean(s), individually and collectively, each officer, director, employee, contractor or consultant of you or your Affiliates, who accesses or uses the Application.

11.34.   "User License (UL)" means a License permitting one User, during a License Term, to access or use one instance of an Application. ULs cannot be shared or used by more than one person but may be reassigned from time to time to a new person who is replacing a former User who no longer has access to the Application.

11.35.   "Work Product" means any content, created, edited, stored or generated from Your Content by you or your Users as a result of using the Services, including Certifications, reports, query results, dashboards, documents, presentations, analyses, results, conclusions, findings, solutions, calculations, business models, flow charts, recommendations, working notes, or other data, documents, or files; but Work Product excludes any of Our Technology that may be combined with Work Product.

11.36.   "Your Content" means content, data, and files Processed by you and your Users in the Application and stored in Our Systems.

11.37.   "Your Indemnitees" means Client, its Affiliates, and each of their officers, directors, employees, agents, successors, and assigns.

11.38.   "Your Systems" means any computers, networks, databases, and services owned, licensed or leased by Client, or operated by a third party on Client's behalf.