1.   Scope.

1.1   Terms and Conditions. This Standard Contract for AWS Marketplace (the "**Standard Contract**") sets forth the terms and conditions applicable to the licensing of Software from InProcess Consulting LLC ("**IPC GLOBAL SERVICES SERVICES**") by the Party subscribing to the Software ("**Buyer**") through the AWS Marketplace, whether deployed via AMI or SaaS, via a Standard Contract Listing. The offer of the Software as a Standard Contract Listing on the AWS Marketplace, and Buyer's purchase of the corresponding Subscription on the AWS Marketplace, constitutes each Party's respective acceptance of this Standard Contract and their entry into this Agreement (defined below). Unless defined elsewhere in this Standard Contract, terms in initial capital letters have the meanings set forth in Section 13. Buyer and IPC GLOBAL SERVICES may be referred to collectively as the "**Parties**" or individually as a "**Party**".

1.2   Software Subscription. Buyer will subscribe to a Subscription as set forth in the Standard Contract Listing in accordance with this Agreement. IPC GLOBAL SERVICES will supply and sell the Subscription ("**Subscription**", "**Software**", "**Managed Services**") to Buyer, or Buyer may purchase the Subscription from IPC GLOBAL SERVICES' authorized reseller ("**Reseller**"). A Subscription, as described in the applicable Standard Contract Listing, may be for Software deployed via SaaS ("**SaaS Software**"). Software may be targeted for specific geographic regions, and Support Services may vary by geography as set forth in the applicable Standard Contract Listing. A Subscription may be provided on a Metered Pricing, Entitlement Pricing or other basis through the functionality available through AWS Services. The fee or rate for the Subscription is set forth in the applicable Standard Contract Listing For Subscriptions provided on a Metered Pricing basis, upon request by Buyer, IPC GLOBAL SERVICES will provide sufficient documentation from its books and records to allow Buyer to verify the metered usage charged to Buyer for the Subscription.

1.3   Taxes. Each Party will be responsible, as required under applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. Applicable taxes and duties may be due in addition to the fees or rates payable by Buyer. IPC GLOBAL SERVICES may charge and Buyer will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes ("**Taxes**"). Where required by local legislation, Amazon Web Services, Inc. may charge for Taxes in its own name for Subscriptions made by Buyers on the AWS Marketplace, and Buyer will pay such Taxes. Buyer will receive a compliant tax invoice, where required. IPC GLOBAL SERVICES will be responsible for all other taxes or fees arising (including interest and penalties) from transactions and the documentation of transactions under this Agreement. Upon request, Buyer will provide such information to IPC GLOBAL SERVICES as reasonably required to determine whether IPC GLOBAL SERVICES is obligated to collect Taxes from Buyer. IPC GLOBAL SERVICES will not collect (or will refund to Buyer), and Buyer will not be obligated to pay (or will be entitled to a refund from IPC GLOBAL SERVICES), any such Tax or duty for which Buyer furnishes IPC GLOBAL SERVICES a properly completed exemption certificate or a direct payment permit certificate or for which IPC GLOBAL SERVICES claims an available exemption from Tax. IPC GLOBAL SERVICES will provide Buyer with any forms, documents or certifications as may be required for Buyer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

2.   Agreement. Each Subscription is subject to and governed by this Standard Contract, the applicable Standard Contract Listing, the terms and conditions of the NDA (if any), the Privacy and Security Terms for SaaS Subscriptions, and any amendments to any of the foregoing as may be agreed upon by the Parties, which together constitute the agreement between Buyer and IPC GLOBAL SERVICES (the "**Agreement**"). Each Subscription is a separate agreement between Buyer and IPC GLOBAL SERVICES. In the event of any conflict between the terms and conditions of the various components of this

Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the parties; (b) the Privacy and Security Terms for SaaS Subscriptions; (c) the NDA (if any); (d) this Standard Contract; and (e) the Standard Contract Listing Licenses.

2.1   Licensed Materials.

2.1.1   The Subscription is for SaaS Software, IPC GLOBAL SERVICES hereby grants to Buyer, subject to Section 2.1.3, a nonexclusive, worldwide (subject to Section 12.6), nontransferable (except in connection with an assignment permitted under Section 12.2or a divestiture permitted under Section 12.3), non-terminable (except as provided in Section 10) license under all Proprietary Rights in and to the SaaS Software and SaaS Service, to access, receive and use the SaaS Software and SaaS Service in accordance with the applicable Standard Contract Listing and to allow its Users to access, receive and use the SaaS Software and SaaS Service.

2.1.2   Buyer may use the Software and, SaaS Service, only: in support of the internal operations of Buyer's and its Affiliates' business(es) or organization(s), in connection with Buyer's and its Affiliates' products and services (but, for clarity, not as a stand-alone product or service of Buyer or its Affiliates), and in connection with Buyer's and its Affiliate's interactions with Users.

2.1.3   Buyer may make a reasonable number of copies of the Documentation as necessary to use such Software, in accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and other notices on all copies. IPC GLOBAL SERVICES retains all rights not expressly granted to Buyer under this Agreement.

2.2   Affiliates and Contractors. With respect to Affiliates and Contractors that Buyer allows to use the Licensed Materials: (a) Buyer remains responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Licensed Materials; and (b) Buyer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Buyer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Buyer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by or through Buyer will be deemed the act or omission of Buyer.

2.3   Restrictions. Except as specifically provided in this Agreement, Buyer and any other User of any Licensed Materials, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third party; (c) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (d) except as permitted by Law, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software; (e) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (f) use the Licensed Materials to act as a consultant, service bureau or application service provider; or (g) permit access of any kind to the Licensed Materials to any third party.

2.4   Third Party Software. Subject to the requirements of Section 5.1(d), Software contains other commercial software components or open source components (collectively "**Third Party Software**"). To the extent required by the license to which the Third Party Software is subject, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Third Party Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.   Third Party Software is separately licensed by its copyright holder. No representations, warranties or other commitments of any kind are made regarding such Third Party Software. Notwithstanding, the Buyer's use of the Software subjects Buyer to the Third Party Software products and terms in sections 2.4.1 and 2.4.2.

2.4.1 Vizlib Software as described here: https://home.vizlib.com

2.4.2 Qlik Software

2.4.2.1 Buyer acknowledges that the Partner's Managed Services contains or incorporates proprietary software owned by Qlik and Qlik's affiliates ("Qlik Products"). Buyer is expressly prohibited from using the Qlik Products in any way other than as integrated with the Managed Services, and Buyer has no license or any other right to the Qlik Products. Upon termination or expiration of this Standard Contract, Buyer shall have no right to receive any license or access to the Qlik Products utilized by Buyer as part of the Managed Services. Buyers cannot use the Managed Services Qlik Products for purposes of benchmarking, collecting and publishing data or analysis relating to the performance of the Qlik Products, or developing a product that is competitive with any Qlik product or service.

2.4.2.2 Qlik and its vendors and licensors will not have any liability or responsibility to Buyers or Buyer's Clients. Customer's, and if applicable its Clients', rights to access/use the Qlik Products, will be immediately terminated upon Buyer's breach of any of these terms. Qlik and its affiliates are third party beneficiaries of this agreement and may enforce the applicable terms and conditions of this agreement as they relate to Qlik. This Standard Contract is for Hosted Managed Services, the Buyer is required to include terms consistent with these terms in its agreements with its Clients.

2.4.2.3 Buyer may only use the Managed Services for its own internal purposes in accordance with the terms of this Standard Contract. Customer shall not, directly or indirectly: (i) sell, rent, sublicense, publish, display, loan, distribute, or provide access to the Qlik Products; (ii) transfer to any other person or entity any of its rights to use the Qlik Products hereunder; (iii) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Qlik Products or underlying ideas or algorithms of the Qlik Products or any software contained therein, or create derivative works from the Qlik Products unless explicitly permitted by applicable and mandatory law; (iii) remove, delete or modify any copyright notices or any other proprietary notices or legends on, in or from the Qlik Products; or (iv) use the Qlik Products in any manner not authorized by this user agreement.

2.4.2.4 Buyer may only use the Managed Services to allow its Clients to access the Managed Services solely in connection with such Client's business relationship with Buyer. Buyer may not permit an y Client to create any Qlik Product applications in the Managed Service or to modify the Managed Services.

2.4.2.5 Qlik and its affiliates, or their respective suppliers or licensors where applicable, own and retain all right, title and interest in and to the Qlik Products, and their respective patents, trademarks (registered or unregistered), trade names, service marks, logos, designs, copyrights, trade secrets and confidential information. Buyer does not acquire any right, title or interest in or to the Qlik Products or any intellectual property rights contained therein. Individual software components, each of which has its own copyright and its own applicable license conditions

2.4.2.1 Buyer agrees to (i) comply with all applicable local, state, national and foreign laws and regulations in connection with Buyer's use of the Qlik Products, including those related to data privacy, copyright, export control and the transmission of technical or personal data; and (ii) use reasonable security precautions for providing access to the Qlik Products by its employees or other individuals to whom Buyer provides access and to prevent unauthorized access to use of the Qlik Products. Buyer is fully responsible for all data it introduces into the Qlik Products, including but not limited to adequate protection and backup, and none of IPC GLOBAL SERVICES, Qlik or their respective affiliates will have any obligation or liability with respect thereto.

2.5 **No Additional Terms.** No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof ("**Additional Terms**") will be binding on Buyer or its Users, even if use of the Licensed Materials, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Licensed Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Buyer in their

entirety. For clarity, the Software, Subscription type of SaaS, fee structure (Entitlement Pricing or Metered Pricing), technical requirements for use of the Software, Support Services, as well as any information regarding Third Party Software set forth or referenced in the Standard Contract Listing or Documentation, are not Additional Terms subject to this Section.

3.   Services.

3.1   SaaS Service. IPC GLOBAL SERVICES will provide the SaaS Service to Buyer in accordance with the Standard Contract Listing promptly following purchase of the Subscription and continuing until completion of the Subscription. IPC GLOBAL SERVICES will provide Buyer all license keys, access credentials and passwords necessary for access and use of the Software and SaaS Service ("**Keys**") as set forth in the Standard Contract Listing.

3.2   Support Services. IPC GLOBAL SERVICES will provide sufficient training to allow a reasonably competent user to access and use the Software, and IPC GLOBAL SERVICES will provide Support Services to Buyer in accordance with the support plan set forth or incorporated into the Standard Contract Listing.

4.   Proprietary Rights.

4.1   Licensed Materials. Subject to the licenses granted herein, IPC GLOBAL SERVICES will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Buyer any rights of ownership or any other proprietary rights in or to the Licensed Materials.

4.2   Feedback. If Buyer provides any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services ("**Feedback**"), IPC GLOBAL SERVICES may use and incorporate Feedback in IPC GLOBAL SERVICES' products and services. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "as is" and without warranty of any kind.

5.   Warranties.

5.1   Licensed Materials. IPC GLOBAL SERVICES represents and warrants that: (a) for Subscriptions with Entitlement Pricing, the Software, and SaaS Service, will conform, in all material respects, to the Documentation during the Warranty Period; (b) the Software, and Buyer's use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Buyer Data, Buyer Materials or any software, documentation, information or other materials integrated, networked or used by Buyer with the Software, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

5.2   Services. IPC GLOBAL SERVICES represents and warrants that the Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services.

5.3   Remedies. If any Software or Service fails to conform to the foregoing warranties, IPC GLOBAL SERVICES promptly will, at its option and expense, correct the Software and re-perform the Services as necessary to conform to the warranties. If IPC GLOBAL SERVICES does not correct the Software or re-perform the Services to conform to the warranties within a reasonable time, not to exceed 30 days, as Buyer's sole remedy and IPC GLOBAL SERVICES' exclusive liability (except as provided in Section 9), Buyer may terminate the Subscription and this Agreement without further liability and IPC GLOBAL SERVICES will provide Buyer with a refund of any fees prepaid to IPC GLOBAL SERVICES by Buyer, prorated for the unused portion of the

Subscription, as well as, if applicable, any service credits available under IPC GLOBAL SERVICES' Support Services or other policies.

5.4   **Special Remedy for Certain Entitlement Pricing Subscriptions.** This Section applies only to a Subscription with Entitlement Pricing that is $100,000 or more other than an Excluded Subscription. "**Excluded Subscription"** means a Subscription: (a) with Metered Pricing; (b) for software for which IPC GLOBAL SERVICES also offers free trial use, whether subject to the Standard Contract or other terms and conditions; (c) that is a renewal of an expiring subscription, or a new subscription for software previously licensed from IPC GLOBAL SERVICES by Buyer, whether on a paid, free or trial basis, and whether subject to the Standard Contract or other terms and conditions; or (d) that increases the quantity of Buyer's then-current use of such software (e.g., additional hosts, CPU capacity, users or other metric of quantity). If, for any Subscription with Entitlement Pricing that is $100,000 or more other than an Excluded Subscription, Buyer reports a breach of the warranty set forth in Section 5.1(a) during the first 30 days of the Warranty Period, and if, following the process set forth in Section 5.3, the Software does not operate as warranted under Section 5.1(a), then as Buyer's sole remedy and IPC GLOBAL SERVICES' exclusive liability in lieu of the remedy available under Section 5.3, Buyer may terminate the Subscription or this Agreement without further liability and IPC GLOBAL SERVICES will provide Buyer with a full refund of all fees paid to IPC GLOBAL SERVICES by Buyer for the Subscription.

5.5   **Warranty Exclusions.** IPC GLOBAL SERVICES will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Software by Buyer in violation of this Agreement or applicable Law; (b) unauthorized modifications to the Licensed Materials made by Buyer or its Personnel; (c) use of the Software in combination with third-party equipment or software not provided or made accessible by IPC GLOBAL SERVICES or contemplated by the Standard Contract Listing or Documentation; or (d) use by Buyer of Software in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Buyer.

5.6   **Compliance with Laws.** Each Party represents and warrants that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("**Laws**") applicable to such Party in its performance under this Agreement.

5.7   **Power and Authority.** Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

5.8   **Disclaimer.** EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, BUYER MATERIALS AND BUYER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. IPC GLOBAL SERVICES does not warrant: (a) that the Licensed Materials will meet Buyer's requirements; or (b) that the operation of the Software will be uninterrupted or error free.

6.   **Confidentiality.**

6.1   **Confidential Information.** "**Confidential Information**" means any nonpublic information directly or indirectly disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be

considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of IPC GLOBAL SERVICES.

6.2   Obligations. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as necessary for the proper use of the Software, the exercise of a Party's rights under this Agreement, performance of a Party's obligations under this Agreement or as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

6.3   Compelled Disclosure. If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

6.4   NDA. Buyer and IPC GLOBAL SERVICES may agree that a separate nondisclosure agreement between Buyer and IPC GLOBAL SERVICES (or the respective Affiliates of Buyer and IPC GLOBAL SERVICES) ("**NDA**") will apply to the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 6.1 through 6.3 of this Section 6.

7.   Additional SaaS Service Obligations and Responsibilities.

7.1   Acceptable Use. Buyer will not intentionally use the SaaS Software or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on IPC GLOBAL SERVICES'

system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or IPC GLOBAL SERVICES' systems or networks or otherwise attempt to gain unauthorized access to the Software or IPC GLOBAL SERVICES' systems or networks.

7.2 **Buyer Data and Buyer Materials.**

7.2.1 Buyer is and will continue to be the sole and exclusive owner of all Buyer Materials, Buyer Data and other Confidential Information of Buyer, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to IPC GLOBAL SERVICES any rights of ownership or any other proprietary rights in or to the Buyer Data and Buyer Materials.

7.2.2 Buyer will obtain all necessary consents, authorizations and rights and provide all necessary notifications in order to provide Buyer Data to IPC GLOBAL SERVICES and for IPC GLOBAL SERVICES to use Buyer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Buyer shares or permits access to Buyer Data.

7.2.3 The Parties agree that Buyer Data and Buyer Materials are Confidential Information of Buyer. Buyer hereby grants to IPC GLOBAL SERVICES a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2), revocable license, under all Proprietary Rights, to reproduce and use Buyer Materials and Buyer Data solely for the purpose of, and to the extent necessary for, performing IPC GLOBAL SERVICES' obligations under this Agreement. In no event will IPC GLOBAL SERVICES access, use or disclose to any third party any Buyer Data or any Buyer Materials for any purpose whatsoever (including, without limitation, the marketing of IPC GLOBAL SERVICES' other products or services) other than as necessary for the purpose of providing the Software and Services to Buyer and performing its obligations under this Agreement.

7.2.4 Buyer will have full access to, and has the right to review and retain, the entirety of Buyer Data contained in the Software. At no time will any computer or electronic records containing Buyer Data be stored or held in a form or manner not readily accessible to Buyer through the ordinary operation of the Software. IPC GLOBAL SERVICES will provide to Buyer all passwords, codes, comments, keys and documentation necessary for such access and use of the Software, and Buyer will be entitled to delete, or have IPC GLOBAL SERVICES delete, Buyer Data as expressly specified by Buyer.

7.3 **System Data**. To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Buyer or any device as originating through or interacting with Buyer or its Affiliates ("**Identifiable System Data**"), IPC GLOBAL SERVICES may only collect and use Identifiable System Data internally to provide and improve the Software and Services and IPC GLOBAL SERVICES' other products and services. IPC GLOBAL SERVICES will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Buyer and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Buyer and its Affiliates. IPC GLOBAL SERVICES will not target any development efforts, marketing, communications or promotions arising from its use of Identifiable System Data at Buyer and its Affiliates or any other person on the basis of the intended recipient's relationship with Buyer or any of its Affiliates. IPC GLOBAL SERVICES will not use or disclose any Identifiable System Data for any other purpose unless otherwise agreed in writing by the Parties.

7.4 **Use of Other Data.** Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) IPC GLOBAL SERVICES' use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i) Buyer, its

Affiliates, Users, customers, suppliers or other persons interacting with Buyer and its Affiliates or any Confidential Information of Buyer, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Software as originating through Buyer or its Affiliates or interacting with Buyer or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third party that is collected, received, stored or maintained by a Party independently from this Agreement.

7.5 Security. IPC GLOBAL SERVICES will, consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of Buyer Data; and (b) to protect Buyer Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure.

7.6 Data Protection Legislation.

7.6.1 Each Party will comply with all data protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific data protection Laws or their implementations.

7.6.2 Without limiting the generality of the foregoing, if IPC GLOBAL SERVICES is collecting or furnishing Personal Information to Buyer or if IPC GLOBAL SERVICES is processing, storing or transferring Personal Information on behalf of Buyer, then IPC GLOBAL SERVICES and Buyer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Law, and if the Personal Information is regarding individuals in the European Economic Area, IPC GLOBAL SERVICES and Buyer agree to be bound by the attached Data Processing Addendum or other terms and conditions agreed upon by Buyer and IPC GLOBAL SERVICES that reflect their respective legal obligations with respect to Personal Information and any applicable data transfer mechanisms. For purposes of this Agreement, "**Personal Information**" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity or any data, data element or information that is subject to breach notification, data security obligations or other data protection Laws. For the avoidance of doubt, no Personal Information should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Law.

7.7 Remedies. Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any of the provisions set forth in this Section 7.

8. Limitations of Liability.

8.1 Disclaimer; General Cap. SUBJECT TO SECTIONS 8.2, 8.3 AND 8.4, IN NO EVENT WILL (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE GREATER OF (i) IN THE CASE OF A SUBSCRIPTION WITH ENTITLEMENT PRICING, THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID BY BUYER FOR THE SUBSCRIPTION, AND, IN THE CASE OF A SUBSCRIPTION WITH METERED PRICING, THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT

IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES, OR (ii) $500,000.

8.2   Exception for Gross Negligence, Willful Misconduct or Fraud. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.1(a) AND (b) WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

8.3   Exception for Certain Indemnification Obligations. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO ANY COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

8.4   Special Cap for Security Breach.

8.4.1   FOR SAAS SUBSCRIPTIONS, THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO, AND INSTEAD SECTION WILL APPLY TO: (a) BUYER'S COSTS OF INVESTIGATION, NOTIFICATION, REMEDIATION AND MITIGATION RESULTING FROM ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF BUYER DATA RESULTING FROM BREACH OF IPC GLOBAL SERVICES' OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS, INCLUDING NOTICE OF BREACH TO AFFECTED INDIVIDUALS, INDUSTRY SELF-REGULATORY AGENCIES, GOVERNMENT AUTHORITIES AND THE PUBLIC, AND CREDIT AND IDENTITY THEFT MONITORING SERVICES FOR AFFECTED INDIVIDUALS AND IPC GLOBAL SERVICES' OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5; AND (b) ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST BUYER ARISING FROM ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF BUYER DATA RESULTING FROM BREACH OF IPC GLOBAL SERVICES' OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS, INCLUDING OUT-OF-POCKET COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST BUYER BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT.

8.4.2   FOR SAAS SUBSCRIPTIONS, IPC GLOBAL SERVICES' AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF BUYER DATA RESULTING FROM BREACH OF IPC GLOBAL SERVICES' OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS, INCLUDING BUYER'S COSTS SET FORTH IN SECTION 8.4.1 AND IPC GLOBAL SERVICES' INDEMNIFICATION AND DEFENSE OBLIGATIONS PURSUANT TO SECTION 9.1(b) AND ITS OBLIGATIONS PURSUANT TO SECTION 9.5, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED (IN LIEU OF AND NOT IN ADDITION TO THE AMOUNT SET FORTH IN SECTION 8.1) THE LESSER OF (i) IN THE CASE OF A SUBSCRIPTION WITH ENTITLEMENT PRICING, FIVE TIMES THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID BY BUYER FOR THE SUBSCRIPTION, AND, IN THE CASE OF A SUBSCRIPTION WITH METERED PRICING, FIVE TIMES THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE DAMAGES OR (ii) $2 MILLION.

9.   Indemnification.

9.1   IPC GLOBAL SERVICES Indemnity. IPC GLOBAL SERVICES will, at its expense, indemnify, defend and hold harmless Buyer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Buyer Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**"), to the extent arising out of or relating to an allegation of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Buyer's use thereof as permitted under this Agreement; and (b) any unauthorized access, use or disclosure of Buyer Data resulting from breach of IPC GLOBAL SERVICES' obligations under any Privacy and Security Terms.

9.2   Buyer Indemnity. Buyer will, at its expense, indemnify, defend and hold harmless IPC GLOBAL SERVICES and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**IPC GLOBAL SERVICES Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) (**"Claims"**) to the extent arising out of or relating to an allegation of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Buyer Materials or Buyer Data or IPC GLOBAL SERVICES' use thereof as permitted under this Agreement; and (b) any unauthorized or unlawful receipt, processing, transmission or storage of Buyer Data by IPC GLOBAL SERVICES in the performance of its obligations as permitted under this Agreement resulting from breach of Buyer's obligations under Section 7.2.2.

9.3   Process. The party (or parties) seeking indemnification pursuant to this Section 9 (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") will give the other Party (the "**Indemnifying Party**") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties' prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

9.4   Infringement Remedy. In addition to IPC GLOBAL SERVICES' obligations under Section 9.1, if the Software or other Licensed Materials is held, or in IPC GLOBAL SERVICES' opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in IPC GLOBAL SERVICES' opinion an injunction is likely to be obtained, that would prohibit or interfere with Buyer's use of the Licensed Materials under this Agreement, then IPC GLOBAL SERVICES will at its option and expense either: (a) procure for Buyer the right to continue using the affected Licensed Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, IPC GLOBAL SERVICES cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, IPC GLOBAL SERVICES will notify Buyer and either Party may terminate the Subscription and this Agreement. For clarity, IPC GLOBAL SERVICES' indemnification and defense obligations under this Section include infringement Claims based on use of the Licensed Materials by Buyer Indemnified Parties following an initial infringement Claim except that, if IPC GLOBAL SERVICES responds to an infringement Claim by accomplishing the solution in (b), IPC GLOBAL SERVICES will have no obligation to defend and indemnify Buyer for infringement Claims arising from Buyer's use after the accomplishment of (b) of the infringing Licensed Materials for which IPC GLOBAL SERVICES provided modified or replacement Licensed Materials.

9.5   Limitations.

9.5.1   IPC GLOBAL SERVICES will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Licensed Materials not provided by IPC GLOBAL SERVICES or its Personnel; (b) use of the Software in combination with third-party equipment or software not provided or made accessible by IPC GLOBAL SERVICES or not specifically referenced for use with the Licensed Materials by the Standard Contract Listing or Documentation; or (c) use of the Licensed Materials by Buyer in breach of this Agreement. IPC GLOBAL SERVICES' liability under this Section 9 with respect to any infringement Claim that is attributable to use of the Software in combination with third-party equipment or software provided or made accessible by IPC GLOBAL SERVICES or specifically referenced by the Standard Contract Listing or Documentation is limited to IPC GLOBAL SERVICES' proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Licensed Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Licensed Materials to the actual or allegedly infringed claims (e.g., the Licensed Materials are alleged to satisfy one limitation of a claim with four separate limitations and IPC GLOBAL SERVICES would be responsible for a 25% share of the defense and indemnity obligations).

9.5.2   Buyer will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Buyer Materials or Buyer Data not provided by Buyer or its Personnel; or (b) use of the Buyer Materials or Buyer Data by IPC GLOBAL SERVICES in breach of this Agreement.

9.5.3   This Section 9 states the entire liability of IPC GLOBAL SERVICES with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Licensed Materials or any part thereof or by any use thereof by Buyer, and this Section 9 states the entire liability of Buyer with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Buyer Materials, Buyer Data or any part thereof or by any use, receipt, storage or processing thereof by IPC GLOBAL SERVICES.

9.6   **Not Limiting.** The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

10.   Term and Termination.

10.1   **Term.** This Agreement will continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement. **Termination for Convenience.** Buyer may terminate the Subscription or this Agreement without cause at any time upon notice to IPC GLOBAL SERVICES or using the termination or cancellation functionality available through the AWS Services. If a Subscription with Metered Pricing, Buyer will pay for all Software usage up to the time of termination through the end of the License Period as defined in the Sales Order. If a Subscription with Entitlement Pricing, Buyer will not be entitled to refund of fees nor relieved of any future payment obligations for any unused portion of the Subscription.

10.2   **Termination for Cause.** Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within 30 days following its receipt of written notice of the breach from the non-breaching Party. Termination by IPC GLOBAL SERVICES pursuant to this Section does not prejudice Buyer's right, and IPC GLOBAL SERVICES' obligation, to extract or assist with the retrieval or deletion of Buyer Data as set forth in Section 10.4.2 following such termination.

10.3   **Effect of Termination.**

10.3.1   Upon termination or expiration of the Subscription or this Agreement, Buyer's right to use the Software licensed under such Subscription will terminate, and Buyer's access to the Software and

Service provided under such Subscription may be disabled and discontinued. Termination or expiration of any Subscription purchased by Buyer from IPC GLOBAL SERVICES will not terminate or modify any other Subscription purchased by Buyer from IPC GLOBAL SERVICES.

10.3.2 Within 30 days following termination or expiration of any SaaS Subscription for any reason and on Buyer's written request at any time before termination or expiration, IPC GLOBAL SERVICES will extract from the SaaS Service and return to Buyer all Buyer Data, or if Buyer is able directly to retrieve or delete Buyer Data from the SaaS Service, then for a period of 30 days following termination or expiration of this Agreement for any reason, Buyer may retrieve or delete Buyer Data itself with support from IPC GLOBAL SERVICES as reasonably requested by Buyer. If Buyer retrieves or deletes Buyer Data itself, IPC GLOBAL SERVICES will assist Buyer, as reasonably requested by Buyer, in validating whether the retrieval or deletion was successful. Buyer Data must be provided or extractable in a then-current, standard nonproprietary format. Notwithstanding anything herein to the contrary. Following delivery to Buyer of the Buyer Data and Buyer's confirmation thereof, or Buyer's retrieval or deletion of Buyer Data and IPC GLOBAL SERVICES' validation thereof, IPC GLOBAL SERVICES will permanently delete and remove Buyer Data (if any) from its electronic and hard copy records and will, upon Buyer's request, certify to such deletion and removal to Buyer in writing. If IPC GLOBAL SERVICES is not able to delete any portion of the Buyer Data or Buyer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

10.3.3 Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Buyer Data and Buyer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.4 (Effect of Termination), 11 (Insurance), 12(General) and 13 (Definitions) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

11. Insurance.

11.1 **Coverages.** Each Party will obtain and maintain appropriate insurance necessary for implementing and performing under this Agreement in accordance with applicable Law and in accordance with the requirements of this Section 11. IPC GLOBAL SERVICES will at its own cost and expense, acquire and continuously maintain the following insurance coverage during the term of this Agreement and for one year after:

11.1.1 Commercial General Liability insurance, including all major coverage categories, including premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury with limits of $1,000,000 per occurrence and $2,000,000; excess liability.

11.1.2 Professional Liability insurance, covering liability for errors and omissions in an amount not less than $1,000,000 per loss and $2,000,000 in aggregate, which policy shall include coverage for negligent acts and errors and omissions arising out of or related to the design, development, installation, and operation of the Software as a Service.;

11.1.3 Cyber Liability Insurance. Which will include coverage for Contractor's liability for transmission of a virus, hacker damage, theft or unauthorized disclosure of private information, or theft of digital ID as well as coverage for expenses related to notification under privacy laws and investigation expenses, in the amount of at least $1,000,000 for each occurrence and at least $2,000,000 in the aggregate.

11.2 **Umbrella Insurance.** The limits of insurance may be satisfied by any combination of primary

and umbrella/excess insurance.

11.3   Certificates and Other Requirements. Prior to execution of this Agreement and annually thereafter during the term, Buyer may request that IPC GLOBAL SERVICES furnish to Buyer a certificate of insurance evidencing the coverages set forth above. IPC GLOBAL SERVICES' Commercial General Liability and any umbrella insurance relied upon to meet the obligations in this Section will be primary and non-contributory coverage and the policies will not contain any intra-insured exclusions as between insured persons or organizations. IPC GLOBAL SERVICES' Commercial General Liability policy will provide a waiver of subrogation in favor of Buyer and its Affiliates. The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of IPC GLOBAL SERVICES' obligation to provide the insurance coverage specified.

12.   General.

12.1   Applicable Law. This Agreement will be governed and interpreted under the laws of the State of Georgia, excluding its principles of conflict of laws. The Parties agree that the exclusive forum for any action or proceeding will be in Fulton County, Georgia, and the Parties consent to the jurisdiction of the state and federal courts located in Fulton County, Georgia. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2   Assignment. Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, either Party may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets related to the Standard Contract Listing or the assigning Party's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.3   Divestiture. If Buyer divests a portion of its business to one or more organizations that are not Affiliates of Buyer, or if an entity ceases to be an Affiliate of Buyer (such divested business unit or such entity, a "**Divested Affiliate**"), IPC GLOBAL SERVICES agrees to allow such Divested Affiliate to continue to use the Software, and Buyer may elect that (a) such Divested Affiliate continue, as if it were a Buyer Affiliate, to use the Software under Buyer's AWS Marketplace account for the remainder of the Subscription, or (b) such Divested Affiliate may obtain its own Subscription to the Software for a period of 90 days after the effective date of such divestiture under the same terms and conditions as this Agreement and the same pricing as set forth in the Standard Contract Listing. Use by a Divested Affiliate after the conclusion of the Subscription or 90 day period, as applicable, will require a separately purchased subscription from IPC GLOBAL SERVICES through an AWS Marketplace account of that Divested Affiliate or its then-current Affiliates.

12.4   Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Buyer and IPC GLOBAL SERVICES. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

12.5   Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the effective date of this Agreement and which are beyond the reasonable control of the Parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.

12.6   Export Laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Software or Services, and in the case of IPC GLOBAL SERVICES, where IPC GLOBAL SERVICES provides the Software or Services. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither Party will export, re-export, ship, or otherwise transfer the Licensed Materials, Services or Buyer Data to any country subject to an embargo or other sanction by the United States. **Government Rights.** As defined in FARS §2.101, the Software and Documentation are "commercial items" and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or discourse of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12.7   Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

12.8   No Third-Party Beneficiaries. Except as specified in Section 9 with respect to Buyer Indemnified Parties and IPC GLOBAL SERVICES Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

12.9   Notices. All notices and other communications given or made pursuant to this Agreement concerning a breach, violation or termination hereof will be in writing and will be delivered: (a) by certified or registered mail; or (b) by an internationally recognized express courier. All notices or other communications to IPC GLOBAL SERVICES shall be addressed to IPC Global Services, Building 100, Suite 103, 4080 McGinnis Ferry Road, Alpharetta, GA 30005, Attention: Legal Department, with a copy by electronic mail to ezukoski@qslwm.com. Unless otherwise specified by the Buyer, all notices to Buyer shall be sent to the address provided by Buyer in the Sales Order Form or Standard Contract Listing.

12.10   Nonwaiver. No term of this Agreement will be deemed waived and no breach excused unless such waiver or excuse shall be in writing and signed by the Party issuing the same. Neither this Agreement nor any Sales Order Form or Standard Contract Listing shall be dependent on Customer issuing a purchase order. Buyer acknowledges that any purchase order is for its administrative convenience only and that IPC GLOBAL SERVICES has the right to issue an invoice and collect payment without a corresponding purchase order. Any additional or conflicting terms or conditions in any purchase order or other ordering documentation shall have no legal force or effect.

12.11   Publicity. Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark or logo of the other Party or its Affiliates in any advertising, promotions or otherwise, without the other Party's prior written consent.

InProcess Research Terms and Conditions (2020 09 14)

12.12   Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and IPC GLOBAL SERVICES, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and IPC GLOBAL SERVICES. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

12.13   Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

12.14   Subcontracting. IPC GLOBAL SERVICES may use Subcontractors in its performance under this Agreement, provided that: (a) IPC GLOBAL SERVICES remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of IPC GLOBAL SERVICES or cause any loss of warranty under this Agreement; and (b) IPC GLOBAL SERVICES agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by IPC GLOBAL SERVICES such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by IPC GLOBAL SERVICES. The performance of any act or omission under this Agreement by a Subcontractor for, by or through IPC GLOBAL SERVICES will be deemed the act or omission of IPC GLOBAL SERVICES. Upon request, IPC GLOBAL SERVICES will identify to Buyer any Subcontractors performing under this Agreement, including any that have access to Buyer Data, and such other information reasonably requested by Buyer about such subcontracting.

13.   Definitions.

13.1   "**Affiliate**" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

13.2   "**AWS Marketplace**" means the software marketplace operated by Amazon Web Services, Inc. located at https://aws.amazon.com/marketplace/ as it may be updated from time to time.

13.3   "**AWS Services**" means the cloud computing services offered by Amazon Web Services, Inc. as they may be updated from time to time.

13.4   "**Buyer Data**" means all data, records, files, information or content, including text, sound, video, images and software, that is (a) input or uploaded by Buyer or its Users to or collected, received, transmitted, processed, or stored by Buyer or its Users using the Software or SaaS Service in connection with this Agreement, or (b) derived from (a). Buyer Data is Confidential Information of Buyer.

13.5   "**Buyer Materials**" means any property, items or materials, including Buyer Data, furnished by Buyer to IPC GLOBAL SERVICES for IPC GLOBAL SERVICES' use in the performance of its obligations under this Agreement.

13.6   "**Contractor**" means any third party contractor of Buyer or other third party performing services for Buyer, including outsourcing suppliers.

13.7   "**Documentation**" means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, "read-me" files, release notes and other materials related to the Software (including all information included or incorporated by reference in the applicable Standard Contract Listing), its

use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that IPC GLOBAL SERVICES publishes or provides under this Agreement.

13.8 "**Entitlement Pricing"** means any pricing model for Software or SaaS Software Subscriptions where Buyer purchases a quantity of usage upfront, include prepaid and installment payment pricing models.

13.9 "**Licensed Materials**" means the Software, Documentation and any other items, materials or deliverables that IPC GLOBAL SERVICES provides, or is obligated to provide, under this Agreement.

13.10 "**Metered Pricing**" means any pricing model for Software or SaaS Software Subscriptions where Buyer pays as it goes based on the quantity of its usage of the Software.

13.11 "**Personnel**" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

13.12 "**Privacy and Security Terms**" means Section 7.5 and any other terms and conditions regarding the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Standard Contract.

13.13 "**Proprietary Rights**" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

13.14 "**SaaS**" means a way that the Software offered by IPC GLOBAL SERVICES under a Standard Contract Listing may be provisioned to Buyer where the Software is delivered to Buyer on a software-as-a-service basis. The SaaS IPC GLOBAL SERVICES deploys the hosted Software under IPC GLOBAL SERVICES' account on the AWS Services infrastructure and is responsible for granting Buyer access to and use of the Software and SaaS Service.

13.15 "**SaaS Service"** and **"Managed Services"** means the SaaS Software as deployed and hosted by IPC GLOBAL SERVICES on the AWS Service infrastructure, any software and other technology provided or made accessible by IPC GLOBAL SERVICES that Buyer is required or has the option to use in order to access, receive and use the SaaS Software as hosted by IPC GLOBAL SERVICES, including any software or technology that Buyer is required or has the option to install, operate and use on
Buyer's systems for its use of the SaaS Software, and all related services, functions or responsibilities of IPC GLOBAL SERVICES inherent in, and necessary for, the proper performance of such software-as-a-service.

13.16 "**Sales Order Form**" means the standard IPC Global Sales Order document or electronic representation of the IPC Global Sales Order document that contains a reference to this Standard Services Contract.

13.17 "**Services**" means all services and tasks that IPC GLOBAL SERVICES provides, or is obligated to provide, under this Agreement, including without limitation Support Services.

13.18 "**Software**" means the computer software identified in the applicable Standard Contract Listing and any other software, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the Software that IPC GLOBAL SERVICES provides, or is obligated to provide, under this Agreement.

13.19 **"Standard Contract Listing"** means an offer by IPC GLOBAL SERVICES or a Reseller, as set forth in the detail page on the AWS Marketplace, to license Software for a specific use capacity and provide Support Services subject to this Standard Contract, including IPC GLOBAL SERVICES' policies and procedures referenced or incorporated in the detail page.

13.20 **"Subcontractor"** means any third party subcontractor or other third party to whom IPC GLOBAL SERVICES delegates any of its duties and obligations under this Agreement.

13.21 "**Subscription**" means a subscription ordered by Buyer in the AWS Marketplace and fulfilled by IPC GLOBAL SERVICES for the licensing and provision of Software or SaaS Software listed in a Standard Contract Listing.

13.22 "**Support Services**" means the support and maintenance services for the Software that IPC GLOBAL SERVICES provides, or is obligated to provide, as described in the Standard Contract Listing.

13.23 "**System Data**" means data and data elements collected by the SaaS Software, SaaS Service or IPC GLOBAL SERVICES' computer systems regarding configuration, environment, usage, performance, vulnerabilities and security of the SaaS Software or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the SaaS Software.

13.24 "**User**" means an employee, non-employee worker or other member of Buyer or any of its Affiliates' workforces, Contractor of Buyer or any of its Affiliates or other person or software program or computer systems authorized by Buyer or any of its Affiliates to access and use the Software as permitted under this Agreement. "**Warranty Period**" means, in the case of SaaS Software with Entitlement Pricing for the term of the Subscription.