EASYVISTA SOFTWARE LICENSE AND SERVICES AGREEMENT

GENERAL TERMS AND CONDITIONS

3-Year On-Premise Delivery Subscription License

1. DEFINITIONS

Agreement: these General Terms and Conditions, the On-Premise Subscription Terms and Conditions, and Order Form(s) thereto.

Authorized Users: the users to whom the Customer has assigned permission to use the Software, as defined in the On-Premise Subscription Terms and Conditions. The Authorized Users may log in using a personal username and password. The Customer may authorize its subcontractors and partners to access the Software for internal purposes only. The Customer warrants that such third parties shall use the Software in accordance with the Agreement.

Business Hours: 9:00a.m. to 5:00p.m. Eastern Time, Monday through Friday, excluding local, state and federal holidays observed by EasyVista. When referring to Customer's Business Hours, this means the days and hours during which the Customer's offices are open for business.

Customer: the legal entity identified at the start of the Agreement, to the exclusion of any other entity, including other entities belonging to the same group.

Customer Data: (i) all data provided to EasyVista by the Customer to use the Software, and (ii) data created by the Customer through use of the Software.

Documentation: all functional descriptions, manuals, procedures and specifications relating to the Software published by EasyVista available at the following web address: wiki.easyvista.com.

Incident: an unplanned interruption to the Software or a reduction in the quality of the Software.

License: the right to run and operate the Software as granted to the Customer by EasyVista in Section 2.1. The License may be granted open-ended (a "Perpetual License") or for a fixed period (a "3 or 5-year Renewable License").

Major Update: any material update of the Software covering one or more of the following aspects: functionalities, user interface, technical architecture, or performance. Major Versions are identified by a special name (e.g. Phosphorus, Oxygen, Cobalt version).

Minor Update: an update intended primarily to fix minor issues with the Software. Minor Versions are identified as per the following example: Phosphorus 5.1.265.

Order Form(s): agreement for initial and subsequent license purchases and term changes.

Patch: code applied after the Software has been installed to correct an issue with the Software

Platform: the technical, hardware, network, and software solutions used to deploy the Software. The Platform contains three (3) accounts: Production, Test, and Demonstration.

Reply: confirmation that an Incident has been logged and the investigation has commenced.

Resolution: a solution to an Incident provided by EasyVista by releasing a Version, Workaround, Patch, or any other means proposed by EasyVista.

Software: the standard software provided by EasyVista to the Customer to meet its computing service needs under the arrangements described in the On-Premise Subscription Terms and Conditions. The Software may either be **On Premise** (installed on the Customer's server) or "**SaaS Delivery**" (installed on EasyVista's cloud services).

Software Services: services associated directly with the provision and use of the Software, under the terms and conditions set forth in the On-Premise Subscription Terms and Conditions.

Technical Contact: Customer employee(s) designated in the On-Premise Subscription Terms and Conditions.

Upgrade: a replacement to the Software to provide fixes, enhancements, and/or additional functionality.

Version: a generic term covering both Minor Updates and Major Updates to the Software.

Workaround: a temporary way to restore service or Software failures to a usable level.

2. PROVISION OF THE SOFTWARE

2.1.   Software License. This Agreement sets out the terms and conditions under which EasyVista provides the Customer with the Software and the Software Services, as described in the On-Premise Subscription Terms and Conditions. EasyVista hereby grants to the Customer the non-exclusive right to run and operate the Software to process its data for internal purposes, for the duration of the Agreement. The License grant shall apply to all Versions of the Software provided under this Agreement.

2.2.   Delivery of the Software. The Software shall be delivered to the Customer on a single occasion, in the form of a single identification key containing a single code, sent by email. The issue date constitutes evidence of delivery.

3. SERVICES

The Agreement does cover or incorporate Software Services. Any other services such as Software deployment, configuration and interfacing, or training and consulting services shall be subject to a separate agreement or order.

4. EASYVISTA'S OBLIGATIONS AND WARRANTIES

4.1. Intellectual property. EasyVista hereby warrants to the Customer that it owns the necessary intellectual property rights and licenses in and to the Software, including the right to distribute the Software and that, as such, it is duly authorized to grant the user license mentioned in article 2.1 entitled "Software license".

4.2. Audits. EasyVista undertakes to comply with audits performed or commissioned by the Customer, subject to the signature of a non-disclosure agreement. The purpose of such audits shall be to verify that EasyVista is complying with the terms and conditions governing the performance of the Software Services. The Customer shall give EasyVista at least thirty (30) calendar days notice of such audits, by registered letter with acknowledgement of receipt. The Customer shall be entitled to perform no more than one (1) audit in each period of twelve (12) months. Where EasyVista's employees are required to provide more than one full day (eight hours), EasyVista reserves the right to bill the Customer for the time spent.

4.3. Compliance. EasyVista hereby warrants that: (i) the Software is materially compliant with the functionality as described in the On-Premise Subscription Terms and Conditions and Documentation. Any unauthorized changes by Customer shall void any warranty provided herein. (ii) the Software Services are performed in accordance with professional best practices.

4.4. EasyVista warranty of non-infringement. EasyVista shall hold the Customer harmless against any action taken by any third party against the Customer on the grounds that use of the Software as stipulated in the Agreement infringes said third party's intellectual property rights. Where EasyVista is found by a Court of competent jurisdiction to have infringed any third-party intellectual property rights, EasyVista, shall compensate the Customer for any actual damages incurred, plus reasonable legal fees incurred by the Customer if it receives evidence of such fees – provided that the Customer: (i) forwards to EasyVista a certified copy of the original claim within five (5) calendar days of Customer's receipt thereof; (ii) EasyVista provides the defense of the case of relocation of legal counsel; and (iii) provides EasyVista with all assistance during the course of the litigation. EasyVista shall have the option, at its sole discretion, to replace any actual or alleged infringing element of the Software with a similar, non-infringing element, or to modify the Software.

DISCLAIMER OF WARRANTIES. EasyVista disclaims all other express and implied warranties, including without limitation the implied warranty of merchantability and fitness for a particular purpose. Customer understands that the Software may not be error free, and use may be interrupted. This section contains customer's exclusive remedies and EasyVista's sole liability for intellectual property infringement claims.

5. CUSTOMER'S OBLIGATIONS AND WARRANTY

5.1. Software License. The Customer shall be responsible for ensuring that the Authorized Users (as defined in On-Premise Subscription Terms and Conditions Section A) comply with the Agreement. The Customer shall prevent any unauthorized use of the Software and shall inform EasyVista immediately of any unauthorized use. The Customer shall not allow any person other than the Authorized Users to use the Software. Customer shall not lease, assign, or provide access to the Software to anyone other than Authorized Users. The Customer shall not alter the integrity of the Software or any third-party data contained therein. The Customer shall use the Software in strict accordance in accordance with the Agreement, and with all applicable laws and regulations. The Customer shall maintain compliance with the technical requirements as communicated by EasyVista, to maintain Software access and usage standards. The Customer may not represent, distribute or market the Software, for free or in return for

payment, use the Software for the purpose of designing, developing, distributing or marketing a similar, equivalent or replacement product, make the Software available directly or indirectly to third parties including through lease, assignment, loan, deposit, pledge, warranty or other, such list being indicative and non-exhaustive in nature. Customers shall not disassemble or decompile the Software, particularly in an attempt to obtain the source code. The information necessary to render the Software interoperable with other software programs may be obtained from EasyVista in accordance with the law. Customer may not remove any product identification, copyright, trademark or other notice from the Software.

5.2. Customer Data. The Customer shall be solely responsible for the accuracy, quality, integrity and lawfulness of its data and the manner in which such data is obtained. The Customer hereby warrants that the data are and shall remain its full and exclusive property, or that it has the right to use such data.

5.3. Customer warranty of non-infringement. The Customer shall hold EasyVista harmless against any alleged or actual third-party claim against EasyVista on the grounds that the Customer Data infringes such third party's intellectual property rights, privacy rights, as well as any alleged or actual claims that use of the Software or the Software Services by the Customer is unlawful. Where the Customer is bound by a Court of competent jurisdiction to have infringed any third-party intellectual property, Customer shall compensate EasyVista for any damages that it may have paid, plus reasonable attorneys' fees and costs incurred by EasyVista if it receives evidence of such fees – and that EasyVista: (i) forwards to the Customer a certified copy of the original claim within eight (8) calendar days of receipt thereof; (ii) the Customer provides the defense of the case including selection of loyal counsel; and (iii) provides the Customer with all assistance during the course of the litigation.

6. FINANCIAL TERMS

EasyVista shall forward its invoices, in electronic or hard-copy format, to the Customer's address as indicated in the Order Form(s). If EasyVista receives payment from Customer more than fifteen (15) days after the date of payment set forth in the Order Form(s), EasyVista may impose a late fee of $50.00. If EasyVista has not received payment from Customer more than thirty (30) days after the date of payment set forth in the Order Form(s), EasyVista may charge a one and a half percent (1.5%) (or the greatest amount allowed by state law) on all overdue balances. EasyVista may refer collection of the unpaid amount to an attorney or collections agency. If Customer's unpaid invoices are referred to an attorney or collections agency, Customer shall pay all reasonable attorneys' fees, court costs and collection agency fees. Customer is responsible for the payment of all sales, use, withholding, and similar taxes. If Customer is tax-exempt a valid certificate must be provided to EasyVista.

7. EFFECTIVE DATE AND TERM

The Agreement shall enter into force on the Software delivery date and shall remain in force for the term stated in the Order Form(s). The Order Form shall include an effective date, initial term, end date, and one or more renewal term(s).

8. TERMINATION

This Agreement may be terminated as follows:

8.1. No-fault termination. Either Party may terminate the Agreement by serving written notice to the other Party at least ninety (90) calendar days before the end of the Agreement's initial term or renewal term. The Agreement shall be terminated automatically at the end of the notice period.

8.2. Termination for breach. Where either Party breaches its contractual obligations, the other Party shall issue a formal enforcement notice, by registered letter with acknowledgement of receipt, explaining the nature of the breach(es). Where such notice remains unheeded for thirty (30) calendar days, the notifying Party may terminate the Agreement. This Agreement shall be terminated automatically at the end of the notice period, where the breach(es) remain(s) uncured.

8.3. Financial implications. Upon the expiry or termination of the Agreement, other than termination where EasyVista has not cured a breach within a reasonable time frame following receipt of a formal enforcement notice, the Customer shall pay EasyVista all outstanding amounts due up to and including the end of the Agreement term.

9. PERSONAL DATA

EasyVista hereby warrants to Customer that it shall fulfill its legal and regulatory obligations on the protection of personal data, and in particular that it shall comply with the European Union General Data Protection Regulation (GDPR). Customer shall be responsible for all data provided and accessed by the Software Services. Customer (i) must keep its passwords secure and confidential; (ii) is solely responsible for Customer data and all activity in its account in the Software Services; (iii) must use commercially reasonable efforts to prevent unauthorized access to its account, and notify EasyVista promptly of any such unauthorized access; (iv) may use the Software Services only in accordance with the Documentation; and (v) shall comply with any injunction issued by applicable legal authorities and the implementation of any sanctions. Each Party shall retain evidence that it has fulfilled data collection obligations.

10. NON-DISCLOSURE

The Parties hereby recognize that either Party may receive data from the other Party or from third parties that contains Confidential Information (as defined below) that must not be disclosed to third parties. Each Party shall return or destroy all Confidential Information to the other Party at the end of the contractual relationship. Each Party shall provide the other Party with a return report, duly signed by both Parties. Each party acknowledges that any misuse of the other party's Confidential Information may cause irreparable harm for which there is no adequate remedy at law. Either party may seek immediate injunctive relief in such event.

10.1. Definition of "Confidential Information".
 (a)   For the purpose of this Agreement, the term "Confidential Information" shall mean all written or verbal information identified as being confidential at the point of disclosure and made available to the other Party in connection with the Agreement,
(b)   Written Confidential Information must be indicated as being "confidential" or "exclusive".
(c)   Verbal Confidential Information must be indicated as being confidential to the other Party at the point at which it is disclosed.
(d)   Exclusions. The term "Confidential Information" shall not include information or documentation that the recipient can prove: (i) was already in its possession with no obligation to treat it as confidential; (ii) was obtained from a source other than the other Party; (iii) was in the public domain at the point it was received, or subsequently entered the public domain (other than through unauthorized disclosure); or (iv) was disclosed in order to comply with an injunction issued by a Court or governmental agency of competent jurisdiction, or a tax or social security administration, or any other duly Authorized administration.
(e)   The Parties agree that EasyVista's Software programs and Documentation shall be treated as Confidential Information.

10.2. Persons authorized to receive Confidential Information. The following persons are Authorized to receive the Confidential Information (i) employees of either Party required to participate in performance of the Agreement; and (ii) subcontractor(s) of, or suppliers to EasyVista and the Customer, provided that such persons have signed a similar non-disclosure agreement.

10.3. Non-disclosure obligation. Each Party undertakes to treat Confidential Information received from the other Party or from third parties in strict confidence, and with at least the same degree of caution as it employs to prevent the disclosure of its own Confidential Information. Each Party will use reasonable effort not to disclose the Confidential Information, in whole or in part, directly or indirectly via any natural or legal person acting as intermediary, in any form whatsoever (in writing, verbally, through full or partial reproduction in another document or in another tool), by any means whatsoever, including but not limited to letter, contractual document, contract, quote, all pricing information, purchase order or correspondence, contractual performance document (including but not limited to invoice, report, minutes, work plan or quality plan), interview, conference, seminar or other gathering, forum, video-conference, conference call, via any media channel whatsoever (including but not limited to paper, internet, social media, radio, television or intranet), and in any medium whatsoever (including but not limited to USB drive, CD, removable drive, computer, mobile telephone or non-telephony device such as smartphone or tablet, post or email) in whatever format (including but not limited to Word, PowerPoint, Excel, PDF, JPG, etc.).

10.4. Cooperation to prevent disclosure of the Confidential Information. Each Party will use reasonable efforts to help the other Party identify the Confidential Information and to prevent the unauthorized use or disclosure thereof. Without prejudice to the foregoing, each Party shall notify the other, at the earliest opportunity, if it becomes aware or has reason to believe that a person with access to the Confidential Information has violated or intends to violate the terms of the Agreement.

Furthermore, each Party shall cooperate with the other to prevent and/or put an end to any problems arising therefrom.

10.5. Term of the non-disclosure obligation. This non-disclosure obligation shall enter into force on the same date as the Agreement or, where applicable, shall apply retroactively from the date on which the Parties commenced correspondence in connection with the Agreement. This non-disclosure obligation shall remain in force throughout the entire term of the contractual relationship between the Parties, plus an additional term of five (5) years commencing on the date on which the contractual relationship ends, whether due to expiry or termination.

10.6. Interpretation. In the event that either Party is unsure of the scope of the non-disclosure obligation, it shall consult the other Party on such matter. The Party wishing to disclose the information may only do so with the other Party's prior, written consent.

11. LIABILITY

11.1 Principle. The Parties hereby place the following limits on the compensation that one Party may be required to pay to the other, on the understanding that such limits shall not apply in cases of gross negligence or fraud, and in cases of personal injury or intellectual property rights infringement. The Parties hereby agree to reduce the time limit for liability claims under the Agreement to one (1) year from the date of the event. The Software shall be used under the Customer's exclusive direction, control and responsibility, therefore, EasyVista cannot be held liable under any circumstances for Incidents arising as a result of configuration errors, inaccurate information, and use of the Software in any manner other than as specified in the Documentation or in EasyVista's recommendations. The Parties hereby expressly agree that EasyVista shall not be held liable for any disruption or damages arising as a result of any third-party communication or interruption, including any outage caused by utilities or internet service providers. EasyVista declines all liability for any fault(s) committed by the Customer in relation to its Data. EasyVista declines all liability for indirect damages suffered by the Customer, such as loss of profits or earnings, loss of customers, harm to its brand image, interruption of business or loss of opportunities.

11.2. Limitation of liability: EasyVista. EasyVista's liability for any damages incurred by the Customer as a result of EasyVista's failure to fulfil its obligations arising out of this Agreement (material breach or other liability), is subject to production of the corresponding evidence by the Customer. Customer is entitled to make a claim against EasyVista. In each situation (regardless of the form of the legal action (e.g. contract or tort claims), EasyVista is not responsible for any damage and does not have any liability beyond the amount paid by the Customer in the twelve (12) months prior to the Incident for which EasyVista is held liable. The Customer shall provide supporting evidence of the nature of the damages incurred and the amount to EasyVista prior to making a claim in a Court of competent jurisdiction. Even if Customer knows of the possibility of such damage or liability, in no circumstance shall EasyVista be liable for any: loss of, or damage to, data or information; lost profits, revenue, productivity or anticipated cost savings; or other special, consequential, incidental or indirect damages.

11.3. Limitation of liability: The Customer. The Customer's liability for any direct damages suffered by EasyVista as a result of the Customer's failure to fulfil its obligations as arising from this Agreement shall be limited to the amount paid by the Customer in the twelve (12) months prior to the Incident for which the Customer is held liable, plus any outstanding amounts billed.

12. MISCELLANEOUS CLAUSES

12.1. Governing law. This Agreement is governed by the laws of the State of New York (without regard to conflicts of law principles) for any dispute between the parties or relating in any way to the subject matter of this Agreement.

12.2. Dispute resolution.
(a) Amicable dispute resolution procedure
In the event of a dispute between the Parties concerning the interpretation of any provision of this Agreement, or the performance of the Agreement, the Parties shall meet to try to resolve the matter amicably. The Parties shall meet by any means of their choosing (including but not limited to in-person

meeting, video-conference or exchange of letters) no later than ten (10) calendar days after receipt of a letter, sent by registered post with acknowledgement of receipt, from the first Party to act, stating the nature of the dispute and including any evidence required by Section 11.2. The Parties shall then retain an audit trail of their correspondence on such matter, having due regard to any non-disclosure obligations pertaining to the content of their discussions. The Parties shall seek to resolve their dispute, be it alone, with assistance from their lawyers, or via a mediation process. Where the Parties are unable to resolve the matter amicably, they shall refer the matter to the Court of competent jurisdiction set forth in paragraph (b) below.

(b) <u>Jurisdiction</u>

Any suit or legal proceeding shall be exclusively brought in the federal or state courts in New York City, New York. Customer hereby submits itself to this personal jurisdiction and venue. Nothing in this Agreement prevents either party from seeking immediate, temporary, or permanent injunctive relief in any Court of competent jurisdiction. EasyVista shall be entitled to recover its attorneys' fees and costs from Customer incurred in enforcing this Agreement. Customer hereby expressly waives the application of New York General Obligation Law section 5-903 to any renewal of this Agreement.

12.3. *Force majeure.* Neither Party shall be held liable for delayed performance or non-performance of their contractual obligations as a result of *force majeure*.

12.4. Agreement Assignment. Customer may not assign or transfer this agreement to a third party, without the prior written consent of EasyVista. The Customer is hereby informed and agrees that the Agreement may be assigned by EasyVista to a third party.

12.5. No waiver. Where either Party fails to enforce a contractual obligation on the other Party in a given situation, such decision shall not preclude the Party from enforcing said obligation at a later date and shall not constitute a waiver of its rights. A waiver shall only have effect if made in writing and signed by the Parties.

12.6. Notifications. All notifications served by fax, email, or letter shall be binding on the receiving Party, provided that said Party acknowledges receipt by any written means. Where no acknowledgement is given, the notification shall be served by registered letter with acknowledgement of receipt to the address mentioned at the top of this Agreement.

12.7. Insurance. EasyVista hereby declares that during the term of this Agreement it has an insurance policy, with a reputable insurance firm, to cover its liability as arising from this Agreement. Each Party hereby declares that during the term of this Agreement it has the necessary insurance policies to cover its premises, equipment and employees against personal injury, material damage and loss, negligence and cyber-crime.

12.9. Non-solicitation of employees. Neither Party may solicit or hire the other Party's employees without first obtaining the other Party's prior, written consent. This provision shall apply throughout the term of the Agreement and for an additional one (1) year following the expiration or termination thereof. Where either Party breaches this obligation, it shall pay the other Party, in one transaction, compensation equivalent to one (1) year's salary as received by the solicited or hired employee in the twelve (12) months prior to such solicitation or hiring.

12.10. References. EasyVista may use the Customer's name and logos for marketing and advertising purposes. The Customer hereby authorizes EasyVista to produce a customer case study and press release, the content of which shall be approved by the Customer in advance.

12.11. Survival. The provisions contained in the articles relating to reversibility, personal data protection, non-disclosure, liability and non-solicitation of employees, intellectual property rights shall survive the termination or expiration of this Agreement.

12.12. Entire agreement. These General Terms and Conditions, On-Premise Subscription Terms and Conditions, addenda, Order Form(s) and any subsequent Order Forms shall constitute the entire agreement between the Parties and shall replace any and all prior or contemporaneous statements, understandings or agreements between the Customer and EasyVista in relation to the purpose of the Agreement. No representation, promise or inducement not included in this agreement is binding.

12.13. Export compliance. Customer must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.

12.14. US GOVERNMENT RESTRICTED RIGHTS. If Customer is a United States government agency or acquired the license to the Software hereunder pursuant to a government contract or with government funds, then as defined in FAR §2.101, DFAR §252.227-7014(a)(1) and DFAR §252.227-7014(a)(5) or otherwise, all Software provided in connection with this agreement are "commercial items," "commercial computer software" or "commercial computer software documentation." Consistent with DFAR §227.7202 and FAR §12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution by or for the United States government is governed solely by the terms of this agreement and is prohibited except to the extent permitted by the terms of this agreement.

12.15. No PO Terms. EasyVista rejects additional or conflicting Customer purchase order terms.

12.16. SEVERABILITY. In the event any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in force as if such provision were not a part.