

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (the "Agreement") by and between CUSTOMER ("CUSTOMER") and Service Insight, LLC ("Service Insight"), shall be effective upon signature by the last of the Parties to the Initial Order Form (as defined below) (the "Effective Date"). Each of CUSTOMER and Service Insight may be referred to as a "Party" and, collectively, as the "Parties".

Recitals:

- A) Whereas Service Insight has developed and licenses to users its hardware and software programs and modules marketed under the name Insight Platform, including eLearning services and associated product documentation.
- B) Whereas, CUSTOMER currently desires to obtain a subscription and/or services, as is more specifically set forth in the initial order form issued under this Agreement (the "Initial Order Form") and executed by the parties.
- C) Whereas, CUSTOMER may desire to obtain from Service Insight additional licenses and services from time to time under additional order forms (each an "Additional Order Form" and, collectively with the Initial Order Form, the "Order Forms") and executed by the parties.
- D) The Parties desire to set forth the terms and conditions on which such subscription(s) shall be provided and services will be performed.

Now, therefore, in consideration of the mutual covenants herein contained the Parties agree as follows:

1 General Overview.

Service Insight shall create a Subscription Account ("Subscription Account") for CUSTOMER to access Service Insight's hardware, software and modules specifically identified on the Initial Order Form (and any subsequent Additional Order Forms) (collectively, the "Subscription Service"). In addition to the Subscription Service, Service Insight may also make available under this Agreement certain software licensed by a third party ("Third Party Software") which may be accessed under CUSTOMER's Subscription Account and can be licensed concurrently with the Subscription Service.

2 Duration of Agreement.

Unless terminated sooner by either Party in accordance with the terms of this Agreement, the term of this Agreement shall commence on the Effective Date and end based upon the Commitment Term defined under each Order Form (the "Initial Term"); provided, that the then-current term shall automatically renew for additional one year periods (each such extension, a "Renewal Term", and, collectively with the Initial Term, the "Term") unless either party provides written notice of its intent not to renew at least 60 days prior to the end of the then-current Term. This is not a perpetual license. Accordingly, additional annual subscriptions must be procured to continue utilizing the Subscription Service beyond the previously purchased licensed period. Unless stated otherwise in an Order Form, an Order Form shall automatically renew for additional one year periods following the end of the then-current term unless either party provides written notice of its intent not to renew at least 60 days prior to the end of the then-current term. Order Forms shall continue in accordance with their respective terms. A termination of any SOW or Order Form shall only be a termination of such SOW or Order Form and shall not affect the term of this Agreement or any other SOW or Order Form for which there is no right to terminate. Service Insight shall have the right to terminate this Agreement and any and all outstanding SOWs or Order Forms in the event of non-payment under this Agreement or any one SOW or Order Form.

3 Subscription Service Terms.

3.1 Service Insight hereby grants to CUSTOMER for the Term a limited, non-exclusive, non-transferable subscription to access and use the Subscription Service for use in connection with general business purposes or other purposes specified in an Order Form or SOW (as hereinafter defined) for the number of Nodes purchased in the applicable Order Forms solely for its own internal purposes and in compliance with the other terms and conditions of this Agreement.

Third Party Software shall be licensed pursuant to the specific licensing terms required by the Third Party Software licensor. In the event Third Party Software is not accompanied by specific Third Party Software licensing terms, the licensing terms of this Agreement shall govern such Third Party Software, subject to Sections 6.8 and 11.5 hereof.

3.2 Service Insight shall have the right to increase the fees for the Subscription Service on an annual basis to the greater of 3.5% or the Consumer Price Index (CPI) as reported by the United States Bureau of Labor Statistics, as reasonably determined by Service Insight.

3.3 The rights granted hereunder shall terminate in the event of any failure to pay any fees or other amounts due hereunder in a timely manner or in the event of the termination or expiration of this Agreement. CUSTOMER will cooperate with Service Insight and take commercially reasonable steps to prevent the unauthorized use of or access to the Subscription Service. The subscription does not include, and CUSTOMER shall not be entitled to have, access to, any source code with respect to the Subscription Service or any other deliverable. CUSTOMER shall not have any right, title, or interest in the Subscription Service or any other property of Service Insight except for those rights expressly granted to CUSTOMER hereunder. Service Insight reserves all rights not expressly granted by it to CUSTOMER under this Agreement. Upon the expiration or earlier termination of this Agreement, CUSTOMER shall immediately return all equipment and other property of Service Insight in good working order, reasonable wear and tear excepted.

4. Restrictions.

4.1 CUSTOMER shall not take any actions, or cause any actions to be taken, to bypass (or attempt to bypass) any license limitations or to access the source code or object code of the Subscription Service. CUSTOMER shall not modify, disassemble, decompile, license or sublicense software and firmware associated with the Subscription Service, or transfer or convey the Subscription Service or any rights in the Subscription Service to anyone else without the prior written consent of Service Insight. CUSTOMER shall not remove any proprietary rights notices from the Subscription Service.

4.2 Notwithstanding anything to the contrary contained herein, CUSTOMER shall not have the right to (a) resell the Subscription Service or any other property of Service Insight; (b) grant any license to, or permit any third party the right to access or use, the Subscription Service or other property of Service Insight; provided, that the foregoing will not prevent a CUSTOMER from allowing a contractually retained third-party to access and use CUSTOMER's instance of the Subscription Service (subject to any license limitations) solely in connection with CUSTOMER's Data and solely in supporting CUSTOMER's business; (c)

access or use the Subscription Service, or other property of Service Insight in any service bureau or time sharing arrangement for the benefit of a third-party; or (d) make the Subscription Service available as an application service provider for a third-party's use. CUSTOMER shall not sell, transfer, publish, disclose, display, copy, or otherwise make available to any third party, or translate or make derivative works of, the Subscription Service. CUSTOMER shall not take, or permit any person other than Service Insight to take, any action to cause the Subscription Service to interact with any CUSTOMER or third party software program or database, or to otherwise make use of any application program interfaces ("APIs") within the Subscription Service, except to the extent Service Insight performs the services that permit the interaction or Service Insight otherwise grants its prior written consent; provided, that CUSTOMER may have access to the APIs solely if CUSTOMER has licensed access to the APIs through an Order Form for Core Connect and makes use of the APIs in accordance with the documentation provided.

5 Services.

5.1 **Support and Cloud Services.** Subject to the payment of all amounts due hereunder, CUSTOMER shall be entitled to receive the support and maintenance services set forth in Exhibit A with respect to the Subscription Service during the Term in accordance with the applicable terms and conditions.

5.2 **Professional Services.** Any services other than Support Services ("**Professional Services**") shall be provided pursuant to the terms of separate Order Form or Statement of Work ("**SOW**") executed by and between Service Insight and CUSTOMER.

6. Representations and Warranties of Service Insight.

Service Insight makes the following representations and warranties to CUSTOMER:

6.1 **Authorization.** Service Insight is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Connecticut and has full power and authority to enter into this Agreement and to consummate the transactions and perform its obligations contemplated hereby. The execution, delivery and performance by Service Insight of this Agreement have been duly authorized by all requisite company action. This Agreement has been duly executed and delivered by Service Insight and constitutes a valid and binding agreement of it, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles.

6.2 **Warranty of Title.** Service Insight is the owner of the Subscription Service or otherwise has the right to grant to CUSTOMER the rights set forth in this Agreement. In the event any breach or threatened breach of the foregoing representation and warranty, CUSTOMER's sole remedy shall be to require Service Insight to either: (i) promptly procure, at Service Insight's expense, the right to access and use the Subscription Service, or (ii) promptly replace the Subscription Service or any part thereof that is in breach and replace it with Subscription Service of comparable functionality that does not cause any breach. If Service Insight is unable to undertake the applicable foregoing action within thirty (30) days of CUSTOMER's election of the same in writing, then, CUSTOMER's sole remedy shall be to terminate this Agreement within thirty (30) days of the end of the prior thirty (30) days period and receive a refund of the prepaid portion of the current year's Subscription Fee applicable to the period starting on the date this Agreement is terminated.

6.3 **Warranty of Software Functionality.** While covered by a valid annual subscription agreement, Service Insight warrants that the Subscription Service shall perform in all material respects according to Service Insight's Functional Requirements Specifications (the "**Specifications**") provided that the Subscription Service is used in accordance with the terms of this Agreement. In the event of any breach or alleged breach of this warranty, CUSTOMER shall promptly notify Service Insight. CUSTOMER's sole remedy shall be that Service Insight promptly correct the Subscription Service so that it operates in compliance with the foregoing warranty. If Service Insight is unable to undertake such correction within thirty (30) days of CUSTOMER's written notice of the need for correction, then, CUSTOMER's sole remedy shall be to terminate this Agreement.

6.4 **Warranty of Hardware.** Service Insight warrants to CUSTOMER that the hardware sold ("Product") will be free from defects in materials and workmanship during the Initial Term of the application Order Form (the "Warranty Period") provided that the Product is used in accordance with the limitations and parameters established by Service Insight, including without limitation that any tank monitors shall be used solely for residential purposes and shall be removed from all tanks while such tanks are being filled or serviced. If the Product fails to conform to this Limited Warranty during the Warranty Period through no fault of CUSTOMER, Service Insight will, at its sole discretion repair or replace any defective Product or component. Repair or replacement may be made with a new or refurbished product or components, at Service Insight's sole discretion. If the Product or a component incorporated within it is no longer available, Service Insight may, at Service Insight's sole discretion, replace the Product with a similar product of similar function. This is your sole and exclusive remedy for breach of this Limited Warranty. Any Product that has either been repaired or replaced under this Limited Warranty will be covered by the terms of this Limited Warranty for the longer of (a) ninety (90) days from the date of delivery of the repaired Product or replacement Product, or (b) the remaining Warranty Period.

6.5 **Compliance with Laws.** The Subscription Service does not violate any laws, statutes, or regulations (or rules promulgated thereunder) commonly applicable to software products. In performing any services hereunder, Service Insight shall perform such services in such a manner so as to not violate any laws, statutes, or regulations (or rules promulgated thereunder) commonly applicable to such services.

6.6 **Services.** All services performed by Service Insight shall be in accordance with current, sound and generally accepted industry practices by personnel who are experienced in the appropriate fields.

6.6 **No Challenges.** There is no proceeding pending or, to the knowledge of Service Insight, threatened that challenges Service Insight's ownership of or right to use the Subscription Service in the manner contemplated hereby or to perform the services hereunder.

6.8 **Third-Party Software.** The warranty and remedies set forth in this Section 6 do not apply to any Third-Party Software. Service Insight hereby assigns to CUSTOMER all warranties that have been granted to Service Insight by third party vendors with respect to Third-Party Software to the extent that such warranties can be assigned.

6.9 **Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, SERVICE INSIGHT MAKES, AND CUSTOMER RECEIVES FROM SERVICE INSIGHT, NO EXPRESS IMPLIED OR STATUTORY WARRANTIES OF ANY KIND WITH RESPECT TO ANY SERVICE INSIGHT'S HARDWARE, SOFTWARE OR SERVICES. SERVICE INSIGHT SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

7 Representations and Warranties of CUSTOMER.

CUSTOMER makes the following representations and warranties to Service Insight:

7.1 **General.** CUSTOMER is duly organized, validly existing and in good standing under the laws of its State of formation and has full power and authority to enter into this Agreement and to consummate the transactions and perform its obligations contemplated hereby. The execution, delivery and performance by

CUSTOMER of this Agreement have been duly authorized by all requisite corporate action. This Agreement has been duly executed and is accessible by CUSTOMER and constitutes a valid and binding agreement of it, enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or similar laws affecting creditors' rights generally or by general equitable principles. Neither CUSTOMER nor its affiliates is located in any United States embargoed country or is listed on the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Persons List or Entity List.

7.2 Sensitive Information. CUSTOMER shall comply with any and all foreign and domestic laws, rules and regulations, and any amendments thereto, including the General Data Protection Regulation and any other applicable data privacy legislation, foreign or domestic (collectively, the "Legislation"). CUSTOMER shall not, directly or indirectly, use the Subscription Service in any manner that violates such Legislation and, except to the extent explicitly permitted in writing in an Order Form, CUSTOMER shall not enter any information governed by such Legislation (collectively, "Sensitive Information") into, or cause any Sensitive Information to be entered into, the Subscription Service, the Subscription Service Network (as defined in Exhibit A) or any database operated by or for the benefit of Service Insight.

8 Compensation.

As compensation for any Subscription Service subscription, CUSTOMER shall pay Service Insight, or a 3rd Party Financing Company designated by Service Insight under each Order Form or subsequently upon notice to CUSTOMER by Service Insight, the fee set forth in such Order Form ("Subscription Fee"). As compensation for any Professional Services to be provided under an SOW, CUSTOMER shall pay Service Insight the fee set forth in each SOW (the "Services Fee", and collectively with the Subscription Fee, the "Fees"). All payments shall be made according to the Payment Terms established in the applicable Order Form as well as any applicable 3rd Party Financing Company. Any amounts not received on or before the due date therefore shall bear interest at a rate equal to the lesser of (a) 5% per month, and (b) the maximum amount permitted under applicable law. All Fees and payments shall be in U.S. currency, unless otherwise expressly agreed by the parties in writing. CUSTOMER shall promptly reimburse Service Insight for any costs of collection (including attorneys' fees and court costs) incurred by Service Insight in seeking any amounts due hereunder. CUSTOMER shall pay any applicable sales taxes, use taxes, goods and services taxes or other similar sales taxes or customs/import fees relating to any subscription or services provided to CUSTOMER hereunder; provided, that each Party shall be responsible for its own taxes based upon its revenues or income. Without limiting the foregoing, to the extent collected by Service Insight, Service Insight agrees to timely remit any such taxes to the proper authorities.

9 Confidentiality and Nondisclosure.

9.1 Definition of Confidential Information. "Confidential Information" means all nonpublic data and information (including trade secrets, functional and technical specifications, source code, designs, drawings, translations, analysis, research, processes, computer programs and routines, beta versions, algorithms, methods, ideas, "know how," and other technical information, sales and marketing research, materials, plans, projects, and other business information, accounting and financial information, personnel records, other information concerning the products, services and business of the Parties, and information concerning third-party suppliers or customers of the Parties) and that information that (a) due to its character or nature, reasonable people in a like position and under like circumstances would consider to be confidential; or (b) has been reduced to tangible or written form and marked as confidential or proprietary or, if disclosed orally or visually, was identified as confidential by the Party disclosing the information (the "Disclosing Party") at the time of such disclosure; provided, however, that Confidential Information does not include any data or information which (1) is already known to the Party to whom the Disclosing Party is disclosing it (the "Receiving Party") at the time of first disclosure to the Receiving Party, as evidenced by written records of the Receiving Party existing at the time of first disclosure, without restriction as to use or disclosure, (2) has become generally known to the public through no wrongful act of the Receiving Party; (3) has been rightfully received by the Receiving Party from a third party without restriction as to use or disclosure and without a breach of an obligation of confidentiality running directly or indirectly to the other Party hereto; or (4) the Receiving Party can demonstrate was independently developed by the Receiving Party without use, directly or indirectly, of the Disclosing Party's Confidential Information. Without limiting the foregoing, the terms and conditions of this Agreement and all Subscription Service shall be deemed Confidential Information of Service Insight.

9.2 Confidentiality Obligations. A "Receiving Party" shall use the Confidential Information of the Disclosing Party solely to fulfill the Receiving Party's obligations and exercise its rights under this Agreement and, without the prior written consent of the Disclosing Party (or as otherwise permitted hereunder), shall not disclose any of the Disclosing Party's Confidential Information to any third party. All Confidential Information of the Disclosing Party shall remain at all times the sole and exclusive property of the Disclosing Party. The Receiving Party shall use the same measures used to protect the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information, but in no event less than commercially reasonable measures. The Receiving Party shall give the Disclosing Party notice immediately upon learning of any unauthorized use or disclosure of the Disclosing Party's Confidential Information.

9.3 Return of Confidential Information. The Receiving Party (including any consultant, outsourcing vendor, representative or agent of such Receiving Party), promptly upon the request of the Disclosing Party, shall destroy, irretrievably delete, or return to the Disclosing Party all of the Disclosing Party's Confidential Information, if any, in its possession or control. At the request of the Disclosing Party, the Receiving Party shall certify to the Disclosing Party its compliance with the foregoing in writing.

9.4 Permitted Disclosures. If the Receiving party (including its respective directors, officers, employees, representatives, consultants, outsourcing vendors, contractors or agents) is requested or required by a valid discovery request, subpoena, court order or governmental action to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall, unless legally prohibited, provide the Disclosing Party with prompt written notice of such request or requirement so that the Disclosing Party may seek an appropriate protective order or other remedy. If such protective order or other remedy is not obtained, the Receiving Party shall be permitted to disclose only the minimum amount of Confidential Information that is legally required to be disclosed to comply with its legal obligations as determined by the Receiving Party's legal counsel and such disclosure shall not be deemed a breach of this Agreement.

10 Customer Data.

CUSTOMER specific data captured by CUSTOMER'S use of any installed Hardware, data submitted by CUSTOMER or by a third party (including from or through Non-Service Insight Products) on CUSTOMER's behalf into Apps as part of the Subscription Service, and the analysis, reports, and alerts generated by the Products containing such data (the "Customer Data"), is owned by CUSTOMER. Service Insight will keep Customer Data confidential. CUSTOMER hereby grants to Service Insight a non-exclusive, transferable, sublicensable, worldwide, royalty-free license to use, copy, modify, create derivative works based upon, display, and distribute Customer Data in connection with operating and providing the Subscription Service. Service Insight will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Service Insight will not share Customer Data without CUSTOMER consent, except when the release of data is compelled by law or permitted herein. Service Insight may collect and use

analytics, statistics or other data related to the Customer Data and CUSTOMER'S use of the Products (i) in order to provide the Subscription Service to CUSTOMER; (ii) for statistical reporting and use (provided that such data is not personally identifiable); or (iii) to monitor, analyze, develop upon, maintain, and improve the Subscription Service; including by providing such data to third party services for the aforementioned purposes. The right to use such data shall survive the termination of these Terms, unless legally prohibited or CUSTOMER requests in writing upon termination that such use be limited to non-personally-identifiable data. CUSTOMER may export Customer Data at any time during the term of these Terms through the export features in the Service Insight dashboard or via the Service Insight API. CUSTOMER acknowledges that some information may not be exportable via the Service Insight dashboard or the API. If these Terms terminate or expire and Customer does not renew, Customer Data may be immediately deleted. For the avoidance of doubt, Customer Data does not include any Service Insight Software.

11 Indemnification.

11.1 **Duty to Defend and Indemnify.** Subject to Section 11.2 and Section 12 below, Service Insight shall indemnify, defend, pay to and hold CUSTOMER and its officers, directors, employees and agents (the "*Indemnitees*") harmless from and against any claims, suits, actions, or demands and all losses, liabilities, damages, costs and expenses, including attorneys' fees and any settlement amounts, (collectively "*Claims*") arising from (a) any allegations by a third-party that the Subscription Service, when used as permitted under this Agreement, infringes upon the intellectual property rights of such third-party, including any copyright, trademark, or trade secret right (collectively, "*Infringement Claims*"); provided, that the foregoing shall not apply to any Infringement Exceptions; or (b) any grossly negligent act or omission or any willful misconduct of Service Insight.

11.2 **Notice, Defense, and Settlement.** In the event of a third party Claim against an Indemnitee for which the Indemnitees are entitled to indemnification from Service Insight hereunder, (a) CUSTOMER shall give Service Insight reasonably prompt written notice of any such third-party Claim stating the nature and basis of such Claim and the amount thereof, in reasonable detail, to the extent then known by the Indemnitee; provided, that any failure or delay by CUSTOMER in providing such notice will not relieve Service Insight of its obligations hereunder except to the extent that such delay or failure adversely affects Service Insight's ability to defend against, minimize or eliminate losses arising out of such Claim; (b) Service Insight shall have the right to control the defense and settlement of such Claim; and (c) the Indemnitees shall reasonably cooperate with Service Insight in the defense or settlement of any such Claim at Service Insight's expense. Notwithstanding the foregoing, Service Insight shall not consent to the entry of any judgment, or enter into any settlement, with respect to any Claim, without the prior written consent of the Indemnitee, not to be unreasonably withheld, conditioned or delayed; provided, that no consent shall be necessary to the extent the entry of judgment or settlement (w) includes an unconditional release of the Indemnitee with respect to such Claim; (x) does not acknowledge or lay blame or fault on the Indemnitee; (y) does not impose any monetary obligations other than those to be paid by Service Insight and (z) does not prevent CUSTOMER from continuing to use the Subscription Service on the terms and conditions set forth herein or otherwise impose any non-monetary restrictions or prohibitions on CUSTOMER. The foregoing shall not prohibit CUSTOMER from participating in the defense or settlement of any such Claim at its own expense and with its own choice of counsel but subject, at all times, to control of the defense and settlement remaining with Service Insight.

11.3 **Additional Obligations for Infringement Claims.** Should the Subscription Service become, or in Service Insight's reasonable opinion be likely to become, the subject of an Infringement Claim, Service Insight shall have the right, at its own expense, to: (a) obtain for CUSTOMER the right to continue using the Subscription Service at issue, pursuant to terms and conditions substantially similar to those of this Agreement, or (b) replace or modify the Subscription Service at issue so that it becomes non-infringing but substantially equivalent in function and performance. If Service Insight is unable to or does not perform under (a) or (b) within a reasonable time after CUSTOMER has provided notice under 11.1(a) to Service Insight and the alleged breach is not the result of an Infringement Exception, CUSTOMER may terminate this Agreement. In the event that Service Insight determines it is not commercially reasonable to perform under (a) or (b), then Service Insight may terminate this Agreement. In the event of any such termination (whether initiated by CUSTOMER or Service Insight), in addition to its obligations under 11.1, Service Insight sole obligation shall be to refund to CUSTOMER the prepaid portion of the current year's Subscription Fee applicable to the period starting on the date this Agreement is terminated. For the avoidance of doubt, the foregoing obligations of Service Insight shall not apply with respect to Infringement Exceptions.

11.4 **Infringement Exceptions.** Notwithstanding anything herein to the contrary, Service Insight shall have no obligation, and shall not be responsible for, any Claim (a) to the extent that such claim (1) is based upon any CUSTOMER or Indemnitee equipment, software, or intellectual property contributing to the actual or alleged infringement; or (2) results from compliance with any method or process required to meet requirements or specifications requested by CUSTOMER, (b) if CUSTOMER has modified, or has had any third-party modify the Subscription Service, (c) is based upon a use of the Subscription Service that is other than as permitted by this Agreement and other than for general business purposes; (d) to the extent that such Claim or any damages related thereto arise from CUSTOMER's or an Affiliate's failure to use a work-around or substitute for the Subscription Service at issue, which substitute or work-around is reasonable in light of the circumstances and was provided by Service Insight to CUSTOMER, or (e) to the extent that such Claim or any damages related thereto would not have arisen had CUSTOMER been using the most currently available version or release of the Subscription Service (each of the foregoing being an "*Infringement Exception*"). CUSTOMER hereby agrees to indemnify, defend, pay to and hold Service Insight and its Affiliates and their respective officers, directors, employees and agents (the "*Service Insight Indemnitees*") harmless from and against any Claims arising from (i) an Infringement Exception; (ii) any materials, content, hyperlinks or other information provided by CUSTOMER to Service Insight for use in connection with the performance of its services hereunder or any material, content or information input into the Subscription Service, the Subscription Service Network or any database operated by or for the benefit of Service Insight; (iii) any grossly negligent act or omission or any willful misconduct of CUSTOMER, or (iv) the products, services or sale or offering for sale of any products or services by CUSTOMER. In the case where CUSTOMER becomes the indemnifying party, the provisions of Section 11.2 shall apply *mutatis mutandis*.

11.5 **Third Party Software.** The obligations of Service Insight to Customer as set forth in the previous paragraph do not apply to Third Party Software. Service Insight hereby assigns to CUSTOMER all intellectual property infringement indemnification benefits and obligations that have been granted to Service Insight by third-party vendors regarding Third-Party Software to the extent that such benefits and obligations can be assigned.

11.6 **Allocation of Risk.** The Parties agree and acknowledge that the foregoing provisions of this Section 11 reflect the allocation of risk between the parties and sets forth CUSTOMER's sole and exclusive rights and remedies, and Service Insight's sole and exclusive obligations and liability, under this Agreement with respect to any infringement, misappropriation, dilution or other violation of the intellectual property rights of any third party. Pricing under this Agreement was determined based upon the provisions of this Section 11. The obligations contained in this Section 11 shall terminate on the third anniversary of the expiration or termination of this Agreement.

12 Limitation of Liability.

12.1 **LIABILITY.** SUBJECT ONLY TO SECTION 12.2, IN NO EVENT SHALL (A) THE AGGREGATE LIABILITY OF SERVICE INSIGHT ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT OF FEES ACTUALLY RECEIVED BY SERVICE INSIGHT FROM CUSTOMER HEREUNDER DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD; AND (B) EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING LOSSES OR DAMAGES FOR ANY LOST REVENUES, PROFITS, OR DATA), EVEN IF SUCH PARTY HAS BEEN ADVISED OR MADE AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES AND REGARDLESS OF WHETHER THE CLAIM IS BASED ON PERFORMANCE OR NON-PERFORMANCE OF THE HARDWARE, THE SOFTWARE, THE SOFTWARE NETWORK OR ANY OTHER DELIVERABLE, BREACH OF CONTRACT OR WARRANTY, NEGLIGENCE OR OTHER TORT, STRICT LIABILITY, OR OTHER THEORY OF LIABILITY. SERVICE INSIGHT DOES NOT REPRESENT, WARRANT, OR GUARANTEE THAT PRODUCT INFORMATION WILL BE AVAILABLE, ACCURATE, OR RELIABLE OR THAT PRODUCT INFORMATION OR USE OF THE SERVICES OR PRODUCT WILL PROVIDE SAFETY IN YOUR HOME. YOU USE ALL PRODUCT INFORMATION, THE SERVICES, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND SERVICE INSIGHT DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR WIRING, FIXTURES, ELECTRICITY, HOME, PRODUCT, PRODUCT PERIPHERALS, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, SERVICES, OR PRODUCT.

12.2 **EXCEPTIONS.** NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LIMITS OF LIABILITY SET FORTH IN THIS SECTION 12 AND OTHERWISE IN THIS AGREEMENT SHALL NOT APPLY TO (I) CUSTOMER'S INDEMNIFICATION OBLIGATIONS TO SERVICE INSIGHT SET FORTH IN SECTION 11; (II) FOR CUSTOMER'S OBLIGATIONS TO PAY FEES DUE HEREUNDER, (III) A BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS, OR (IV) CUSTOMER'S BREACH OF THE SUBSCRIPTION OR INTELLECTUAL PROPERTY RIGHTS GRANTED (OR RESERVED) BY SERVICE INSIGHT HEREUNDER.

13 Termination.

13.1 **Termination for Cause.** This Agreement may be terminated by one Party (the "*Non-Breaching Party*") immediately upon written notice to the other (the "*Breaching Party*") if the Breaching Party materially breaches this Agreement and fails to cure such breach to the reasonable satisfaction of the Non-Breaching Party within thirty (30) days from receipt of a first written notice that reasonably identifies the material breach.

13.2 **Consequences of Termination or Expiration.** Upon termination or expiration of this Agreement, CUSTOMER agrees to (i) immediately cease all use of the Subscription Service, (ii) deliver promptly to Service Insight all hardware associated with the Subscription Service and other materials, information, equipment, technical configurations and specifications supplied by Service Insight in connection with this Agreement or irretrievably delete all of the same, and (iii) certify to Service Insight in writing that it has complied with each of items (i) and (ii).

13.3 **Survival.** Termination or expiration of this Agreement shall not affect any right or remedy under this Agreement to the extent the same had accrued prior to the termination date. Sections 2, 3.3, 4, 6.8, 9, 10, 11, 12, 13, and 14 (as well as such other provisions as are necessary to interpret the foregoing) shall survive any expiration or termination of this Agreement.

14 Miscellaneous

14.1 **Entire Agreement; Amendments; Waivers.** This Agreement shall be governed by and construed under the laws of the state of Connecticut without regard to the conflict of laws principles thereof. This Agreement (including and along with the Exhibits attached hereto and any Order Form or SOWs) constitutes the entire agreement between Service Insight and CUSTOMER with respect to the subject matter hereof and supersedes any and all prior agreements, statements, purchase orders, covenants, understandings, representations, warranties, and undertakings, whether written or oral, between them regarding such matters. Any amendment or waiver must be in writing and signed by the Party against whom the amendment is seeking to be enforced. Failure to insist upon strict compliance shall not be considered a waiver and shall not prevent either party from subsequently insisting upon strict compliance. Except as otherwise stated herein, all remedies are cumulative.

14.2 **Assignment.** CUSTOMER may not assign this Agreement without the Service Insight's prior written approval, which approval may be withheld in Service Insight's sole discretion. Assignments in violation of the foregoing shall be *void ab initio*.

14.3 **Notices.** Any reports, notices, payments or other communication required by this Agreement shall be sent to the addresses established or amended by the applicable Order Form or to such other address as such other Party shall designate by written notice. All notices will be deemed given or delivered (a) in the case of hand delivery, when actually received, (b) in the case of facsimile, on the first Business Day after the date on which successful confirmation of the transmission of the facsimile occurs, (c) in the case of overnight courier, on the next Business Day following delivery to such courier; and (d) in the case of any other form of deliver, upon receipt.

14.4 **Independent Contractors.** The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CUSTOMER and either Service Insight or any employee or agent of Service Insight. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

14.5 **Government Users.** To the extent licensed to the United States Government or any agency or division or subcontractor thereof: the products licensed under this Agreement or resulting from services purchased or performed under this Agreement and any related documentation are "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire such products with only those rights expressly set forth in this Agreement. Use of the Subscription Service or any documentation or both constitutes agreement by the Government that the Subscription Service and Documentation are "commercial computer software" and "commercial computer software documentation," and constitutes acceptance of the rights and restrictions herein.

14.6 **Force Majeure.** Except in the case of non-payment, neither party shall be liable to the other for any failure or delay in the performance under this Agreement caused by events beyond the control and without the fault or negligence of the party affected or its employees, representatives, agents or contractors

and which said party is unable to prevent or provide against by the exercise of reasonable diligence including: acts of God, war, civil disturbances, riots, floods, fires, explosions or other catastrophes.

14.7 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be deemed modified to the extent necessary to make it enforceable under applicable law. If any such provision is not enforceable as set forth in the preceding sentence, the unenforceability of such provision shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such unenforceable provision had never been contained herein.

14.8 Construction. The Section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be used in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including" and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation." If there is any conflict among the Agreement and any Order Form or SOW, the conflict will be resolved by giving effect first to the Agreement and second to the Order Form, except the Order Form or SOW will control as to the specific Subscription Service subscribed for or the particulars of the work to be performed. An Order Form or SOW may modify the terms of the Agreement only with respect to the Subscription Service or Services under that particular Order Form or SOW, and only if the Order Form or SOW expressly identifies the Section of the Agreement and language intended to be modified. The English language version of this Agreement will be used in construing and interpreting this Agreement if this Agreement is ever translated into any other language.

14.9 Counterparts; Facsimile Signature Pages. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. A signature sent by telecopy or facsimile transmission shall be as valid and binding upon the Party as an original signature of such Party.

Exhibit A: Support & Cloud Services

1. BASIC OBLIGATIONS

1.1 Service Insight shall support the Subscription Service in accordance with the following terms and conditions. Service Insight will provide support, assistance to CUSTOMER with respect to the Subscription Service and will provide CUSTOMER with Updates and New Releases, in accordance with this Exhibit A.

1.2 Support Services provided:

- Maintenance of the Subscription Service Network.
- Correction of Errors in accordance with the terms hereof.
- Automatic Upgrades for Updates and New Releases in accordance with the terms hereof (when Updates and New Releases are made available to CUSTOMER, they become part of the "Subscription Service").
- Access to the Service Insight's Help Center website (<https://support.serviceinsight.io>)

2. SUPPORT PROCEDURES

2.1 CUSTOMER will designate persons on its technical support staff who will be authorized to contact Service Insight under this Exhibit A and will provide Service Insight with the names and phone numbers of authorized persons and their successors ("CUSTOMER Technical Support Contacts"). CUSTOMER Technical Support Contacts should be knowledgeable about the Subscription Service and CUSTOMER's technical environment on which the Subscription Service is being accessed (or, if applicable, operated) to help resolve the issue being reported. CUSTOMER Technical Support Contact should have baseline information regarding the issue being reported and an ability to assist Service Insight in diagnosis and triaging of the issue.

2.2 All requests for support services must be initiated by CUSTOMER Technical Support Contacts via Service Insight's Help Center. Once initiated, Service Insight shall generate a "ticket" based on the request. This ticket system will serve as a full audit log of all actions taken to resolve each support issue. As tickets are updated, appropriate personnel will be automatically notified via email. Service Insight will respond to each reported problem within the applicable time frame set forth in priority definitions below (the "Priority Definitions"). Response time commitments do not promise a complete resolution within the stated time frames; rather, the time commitment indicates the maximum time interval in which Service Insight will respond to CUSTOMER upon receiving proper report of an issue. Service Insight shall use commercially reasonable efforts to answer questions and correct Errors and other problems (or to provide suitable Workarounds).

2.3 Service Insight support personnel will assign a Priority (based on the Priority Definitions) and a ticket number to the reported issue. An appropriate technical person will be assigned to work on the reported issue within the applicable response time commitment below (the "Response Time Commitment"). Critical Errors have priority, with the most suitable and competent Service Insight personnel available assigned to the issue. CUSTOMER Technical Support Contacts shall work with Service Insight to resolve the issue. Critical Errors are addressed as continuously as reasonably physically possible until such time as the Error can no longer be properly classified as a Critical Error. Once there is a resolution, the result is documented in Service Insight's Help Center. Service Insight's Problem Correction may include providing a Fix or a Workaround.

2.4 To the extent Service Insight does not assume responsibility for first level or second level support with respect to Third Party Software, Service Insight shall use commercially reasonable efforts to make available to Customer the standard maintenance and support services provided to Service Insight by the licensors of any Third Party Software provided by Service Insight hereunder. Service Insight does not guarantee, or make any warranty whatsoever with respect to such services.

3. SUPPORT HOURS.

3.1 Support Hours are as follows.

- 9:00 a.m. – 5:00 p.m. Eastern Standard Time (Monday - Friday except US Federal Holidays); except that, solely with respect to Critical Errors, support is provided 7 days a week.

4. PRIORITY DEFINITIONS AND RESPONSE TIME COMMITMENTS

4.1 Priority Definitions:

- (a) "Critical" – CUSTOMER experiences a complete loss of use of the Subscription Service, or a critical functionality of the Subscription Service is unavailable or is severely restricted. Work cannot reasonably continue, the operation is mission critical to the business and the situation is an emergency.
- (b) "Serious" – CUSTOMER experiences a loss of non-critical, but major, functionality of the Subscription Service. The impact is an inconvenience, which may require a workaround to restore functionality.
- (c) "Request" – CUSTOMER experiences non-critical, minor errors in functionality of the Subscription Service or issues attributable to specific hardware units as well as all other issues that cannot be properly classified as Critical Errors or Serious Errors. The result does not impede the operation of a system.

4.2 Response Time Commitments:

Severity	Response Time	Support Mode	Resolution Target Time
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Critical	4 hours	<i>Continuous</i> until <i>Restored</i> . Thereafter, Service Insight will work during standard operating hours until <i>Resolved</i> .	As quickly as possible, with updates every 4 hours.
Serious	Next business day	<i>Non-continuous</i> until <i>Resolved</i> .	As quickly as possible, with daily updates.
Request	One week	<i>Non-continuous</i> .	If an Error, corrected in an Update or New Release. Otherwise, as Service Insight deems reasonably appropriate,

4.3 Support Modes:

- (a) "Continuous" - Service Insight support staff works on the Issue on a 24x7 basis.
- (b) "Non-continuous" - Service Insight support staff works on the Error during normal hours of operation.

4.4 Resolution Status:

- (a) "Restored" – The Subscription Service is back up and running, although the Subscription Service is not yet operating in substantial conformance with its specifications in all material respects.
- (b) "Resolved" – The Subscription Service is operating in substantial conformance with its specifications in all material respects.

5. ESCALATION:

5.1 Service Insight will escalate Critical Errors that are unresolved after the designated period of time as follows:

Escalation Guidelines for Critical Support Services Requests	
Elapsed Time	Escalation Contact
> 8 hours	Customer Success Manager
> 24 hours	Manager, Customer Success
> 48 hours	Vice President of Customer Success

6. UPDATES AND NEW RELEASES

6.1 Service Insight shall, on its own schedule, provide to CUSTOMER any Updates and New Releases that Service Insight may develop for the Subscription Service to the extent such Updates and New Releases are generally released for production use at no additional charge to Service Insight's other licensees of such Subscription Service during the Term. These Updates are provided to CUSTOMER at no additional charge contemporaneously with the relevant Update being made available to Service Insight's other customers. Service Insight shall promptly notify CUSTOMER from time to time as Updates and New Releases become available. All Updates and New Releases will be subject to the applicable provisions in the Agreement.

7. SUPPORT SERVICES CONDITIONS

Notwithstanding anything herein to the contrary, Service Insight's obligation to provide Support Services for the Subscription Service is subject to the following conditions:

- 7.1** CUSTOMER shall be in compliance with all of the terms of the Agreement including the timely payment of all fees and CUSTOMER'S use of the Subscription Service is permitted under the terms and conditions of this Agreement.
- 7.2** CUSTOMER shall provide such information, assistance and access that Service Insight or its representatives may reasonably request to enable Service Insight to perform the Support Services.
- 7.3** Under no circumstances will Service Insight be responsible for supporting or correcting any Errors in the Subscription Service resulting from any modifications made to the Subscription Service. Similarly, under no circumstances shall Service Insight be responsible for supporting or correcting any Errors that are not reproducible by Service Insight and isolated to the Subscription Service.
- 7.4** Service Insight shall only be responsible for Errors occurring within the Service Insight's Cloud Infrastructure. Service Insight shall not be responsible for Errors associated with integration to other software applications utilized by CUSTOMER.
- 7.5** In the event that CUSTOMER requests error correction and it is determined that such issue is excluded from coverage hereunder, CUSTOMER shall be responsible for reimbursing Service Insight for the amount of time spent on such issue by Service Insight's personnel at such personnel's then-current hourly rates.

8. CLOUD SERVICES

- 8.1** All data will be backed up at least once every twenty-four hours. Service Insight is responsible for such third-party hosting provider's compliance with this agreement.
- 8.2** Currently, Service Insight provides hosting services using Amazon Web Services (AWS). AWS certifications can be viewed at https://d0.awsstatic.com/whitepapers/compliance/AWS_Compliance_Quick_Reference.pdf.

8.3 Service Insight maintains policies and procedures including, but not limited to, disaster recovery, data backup and recovery, business continuity, data security, customer incident management, and change management procedure. Service Insight backs up Data once per night.

8.4 The Subscription Service Network will be available with 99.5% uptime in any given month. Availability calculation does not include any unavailability due to (a) a CUSTOMER's or third-party's modification of the Subscription Service, (b) failures of equipment or facilities provided by Customer or inability of Customer to access the Subscription Service due to other than the Subscription Service Network, (c) scheduled unavailability for software maintenance not to exceed 8 hours per month and with advance notice to CUSTOMER, and (d) Force Majeure.

9. DEFINITIONS

In addition to the capitalized terms otherwise defined in this Agreement, the capitalized terms listed below mean the following throughout this Agreement:

9.1 *Error*: Any failure of the Subscription Service, or a defect in the Subscription Service, that (i) (a) renders the Subscription Service Product inoperable or materially impairs its functionality or performance or (b) that causes it not to conform to applicable Specifications in a material way, and (ii) is reproducible by Service Insight on its master version of the Subscription Service.

9.2 *Fix*: Any modification(s) to the operating procedures, system configuration, source code, or executable version of the Subscription Service that permanently corrects an Error, excluding Workarounds, such that the Subscription Service performs substantially in accordance with its Specifications in all material respects.

9.3 *New Release*: Any modification, addition, enhancement, derivative work, improvement, or bug fix that (a) is a substantive revision to the Subscription Service, (b) materially enhances the Subscription Service, and (c) is not an Update.

9.4 *Problem Correction*: The correction or resolution of an Error or other problem. It may include Fixes or Workarounds, if appropriate.

9.5 *Service Insight's Cloud Infrastructure*: means, the network on which the Subscription Service operates, (including equipment used by Service Insight's hosting company (the "*Service Insight Host*")), which network starts and ends at the SI Host's firewall for the production server on which the Subscription Service is resident (the "*Host Firewall*"); such network includes the servers and databases interacting with and containing the Data to the extent located behind the Host Firewall. For the avoidance of doubt and notwithstanding anything to the contrary, in no event shall the Subscription Service Network include (i) any CUSTOMER equipment or software used to access *Service Insight's Cloud Infrastructure*, (ii) any equipment or software any end-user may utilize in an attempt to reach the Host Firewall, (iii) any website or web portal not operated by Service Insight that directs or redirects an end-user to the Host Firewall; (iv) any equipment or network of CUSTOMER or any other person other than the Service Insight Host; and (v) the Internet, the world wide web or any other network or equipment that allows persons (or CPUs) to connect to, and interact with, other persons (or CPUs).

9.6 *Update*: Any modification, addition, enhancement, derivative work, improvement, or bug fix that is packaged and released by Service Insight in the form of a patch, bug fix, or a point release to the version of the Subscription Service then licensed by CUSTOMER under this Agreement or which is otherwise made generally available to Service Insight's customers without charges.

9.7 *Workaround*: A temporary patch or procedure that avoids, but does not directly resolve an Error, and allows functioning of the Subscription Service. A Workaround does not constitute a permanent fix.

[End of Exhibit A]