



Master Subscription Agreement

This master subscription agreement governs customer's license and access to, and use of, company's subscription services. by executing an order form that references this agreement, customer accepts and agrees to all of the terms and conditions hereof.

1. Definitions. In addition to the capitalized terms defined upon first use in this Agreement, certain capitalized terms are defined below.

«**Affiliate**» means, with respect to any Person, any other Person that directly or indirectly is controlled by or under common control with such Person. For purposes of this Agreement, a Person shall be deemed to have "control" over another Person if: (a) such Person directly or indirectly, on its own or acting through one or more Persons, owns, controls or has power to vote at least 50% of the issued and outstanding voting stock or other equity interest of such other Person; or (b) such Person controls or has the power to control the management or operations of such other Person, including by contract.

«**Agreement**» is defined Section 2 of this Agreement.

«**Authorized User**» means an individual employee, customer or Consultant of Customer or of any Affiliate of Customer, who is authorized by Customer to use the Subscription Services for the Permitted Purpose, regardless of whether or not the individual is actively using the Subscription Services at any given time and to whom Customer (or Company at Customer's request) has supplied a user identification and password, provided that no Authorized Users may be, nor work for a direct or indirect competitor of Company.

«**Prengi Platform**» is a SaaS platform designed for modeling, optimization and management of business processes (<https://prengi-world.com/>).

«**Company**» means any such contracting Prengi entity as may be specified in the Order Form.

«**Company IP**» means the Company Software, the Documentation and all other software (including both source code and object code, as applicable), documentation, templates, designs (including screen and report designs), data, materials, technology and works created, utilized and/or provided by or on behalf of Company in connection with the SaaS Services or the performance of this Agreement, and all Intellectual Property Rights related to any of the foregoing.

«**Company Software**» means all software forming part of or used by Company to deliver SaaS Services, including any upgrades, improvements, enhancements or derivatives thereof.

«**Confidential Information**» means any information, including information, technical data or know-how relating to discoveries, ideas, inventions, concepts, software, equipment, designs, drawings, specifications, techniques, processes, systems, models, data, source code, object code, documentation, diagrams, flow charts, research, development, business plans or opportunities, products, projects or products under consideration, procedures, and information related to finances, costs, prices, suppliers, vendors, customers and employees, which is disclosed by the disclosing Party in connection with this Agreement whether before, on or after the Effective Date, directly or indirectly, in writing, orally or by drawings or inspection of equipment or software, to the receiving Party or any of its employees or designated agents. Confidential Information includes the terms of this Agreement. Confidential Information does not include any of the following:

- (a) information that is or becomes part of the public domain or otherwise available on an unrestricted basis to one or more third Persons without violation of this Agreement by the receiving Party;
- (b) information that was known to or in the possession of the receiving Party on a non-confidential basis prior to the disclosure thereof to the receiving Party by the disclosing Party, as evidenced by written records;
- (c) information that was developed independently by or on behalf of the receiving Party, without use of or reference to the Confidential Information; or
- (d) information that is disclosed to the receiving Party by a third Person without violation of this Agreement by the receiving Party.

«**Consultant**» means a consultant, contractor or agent engaged by Customer or any Affiliate of Customer to provide services to and for the sole benefit of Customer or such Affiliate.

«**Customer**» means the Person entering into this Agreement with Company, as identified in the Order Form.

«**Customer Extensions**» means any configurations, business model flows and report designs created by Customer and its Authorized Users by using the standard functionality embedded in the Subscription Services, to the extent reflecting or based upon Confidential Information of Customer or its Affiliates.

«**Customer Data**» means any Confidential Information of Customer or its Affiliates that is input and stored in any Company system pursuant to Customer's use of the Subscription Services.

«**Documentation**» means the online user guides, documentation, and help and training materials for the SaaS Services as made available by Company from time to time accessible via <https://prengi-world.com/> or login to the applicable SaaS Services.

«**Effective Date**» means the effective date of the Order Form, as specified therein.

«**Intellectual Property Rights**» means all rights throughout the world in any and all of the following:

- (a) patents, patent applications, patent disclosures and inventions (whether patentable or not);
- (b) trademarks, service marks, trade dress, trade names, logos, corporate names, Internet domain names and registrations and applications for the registration thereof together with all of the goodwill associated therewith;
- (c) copyrights and copyrightable works (including computer programs and mask works) and registrations and applications for registration thereof;
- (d) tradesecrets, know-how and other proprietary information of a like kind;
- (e) waivable or assignable rights of publicity, waivable or assignable moral rights; and
- (f) all other forms of intellectual property, such as data and databases, in each case, to the extent protectable under applicable Law.

«**Law**» means any and all statutes, laws, ordinances, regulations, rules, codes and other requirement or rule of law of any federal, state, local or foreign governmental authority.

«**Third Party Application**» means any third-party application, third-party add-on or other third-party offering available via the **Prengi Platform** and certified by Company as compatible or interoperable with the Subscription Services.

«**Order Form**» means an order form executed by the Parties with respect to SaaS Services that incorporates by reference this Agreement.

«**Party**» means Customer or Company and «**Parties**» means, collectively, both parties to this Agreement.

«**Permitted Purpose**» means the use, in accordance with the Documentation and the terms of this Agreement (including any applicable usage limits set forth in the Order Form) of the Subscription Services solely for Customer's own internal business purposes.

«**Person**» means any individual, corporation, limited liability company, partnership, trust, joint stock company, business trust, unincorporated association, joint venture or other form of business or legal entity.

«**Professional Services**» means consulting and professional services including onsite services, training, configuration, systems administration, database management, and assistance with day-to-day use of any SaaS Services.

«**SaaS Services**» means Company's generally commercially available hosted software-as-a-service offerings, the specific features and functionality of which are described in the applicable Documentation. For the avoidance of doubt, the term «SaaS Services» does not include Third Party Applications.

«**SLA**» means Company's standard service level agreement attached hereto as Annex 1 and incorporated by reference.

«**Subscription Period**» means the initial period for which Customer has contracted to subscribe to the Subscription Services as specified in the Order Form, along with each renewal period of Customer's subscription pursuant to **Section 10.2**.

«**Subscription Services**» means the specific SaaS Services to which Customer has purchased a subscription pursuant to an Order Form.

«**Support Services Annex**» means Company's support policy attached hereto as Annex 2 and incorporated by reference, and «**Support Services**» is defined therein.

2. Scope of Agreement.

2.1. The capitalized term «Agreement» when used herein refers to the terms of an Order Form (insofar as such terms pertain to SaaS Services), together with this Agreement and any Annexes or other documents specifically incorporated herein by reference. If the Parties enter into more than one Order Form, then each additional Order Form shall be deemed to form a new and separate Agreement between the Parties (and the phrase «this Agreement» shall be deemed to reference the particular Agreement required by the context, independently of and separately from each other Agreement or other agreement between the Parties), unless the additional Order Form specifically states that it is supplementing and amending an existing Order Form.

2.2. If Customer also purchases Professional Services pursuant to an Order Form, such Professional Services shall be governed exclusively by the Company Professional Services Terms. For the avoidance of doubt, nothing contained in this Agreement shall require the Customer to purchase, or Company to provide, Professional Services.

2.3. If Customer purchases or otherwise obtains access to any SaaS Service or other Company offering pursuant to the terms of a separate agreement with Company or any of its Affiliates, such as any license terms or terms of use accepted by or on behalf of Customer in connection with any SaaS Service or other Company offering obtained via the **Prengi Platform** then, unless otherwise specified in an applicable Order Form, Customer's access to and use of such SaaS Service or other Company offering shall be governed exclusively by the terms of such other agreement and shall not constitute Subscription Services hereunder.

3. Provision and Use of Subscription Services.

3.1. During the applicable Subscription Period, Company shall make available the Subscription Services to Customer on the terms and subject to the conditions set forth in this Agreement.

3.2. Company is responsible for the deployment, operation, management and hosting of the Subscription Services, including the provisioning and maintenance of all server-side hardware, software and telecommunications capacity. Customer is responsible for all hardware, software, connectivity and related infrastructure required for Customer and Authorized Users to access and use the Subscription Services. Customer acknowledges that Customer Extensions, Customer-implemented third-party integrations, connectors or add-ons, and other aspects specific to how Customer is using the Subscription Services, could have a material impact on the performance and/or availability of the Subscription Services. Customer undertakes at own cost and expense to cooperate fully with Company in each such case investigation, comply with all Company-issued instructions, guidelines and recommendations intended to optimize performance and/or reduce undue strain on server-side resources. The Availability Commitment defined in Annex 1 will not apply, and Customer shall not be entitled to any remedies in case of Customer's failure to cooperate and comply as described above.

3.3. Company shall use commercially reasonable efforts to ensure that the Subscription Services are available for use by Authorized Users in accordance with the SLA and subject to the remedies specified therein.

3.4. Customer is solely responsible for the security and proper creation, use and termination of all Authorized User IDs, passwords and other security devices used in connection with the Subscription Services and shall take all reasonable steps to ensure that they are kept confidential and secure, are used properly and are not disclosed to unauthorized Persons. Customer shall immediately inform Company if there is any reason to believe that a user ID, password, or any other security device has or is likely to become known to any Person not authorized to use it, or is being or is likely to be used in an unauthorized way. Company reserves the right (in its sole discretion) to require Customer to change any or all of the user IDs, passwords or other security devices used by Customer in connection with the Subscription Services, and Customer shall promptly comply with any such requirement. If the Order Form specifies a maximum number of Authorized Users for Customer's subscriptions, then each Authorized User must be a unique individual and Customer shall be responsible for ensuring that the maximum number is not exceeded. An Authorized User license may be permanently transferred from a former Authorized User (such as an individual whose employment by Customer terminates) to a replacement Authorized User, but two or more individuals may not share a single Authorized User login.

3.5. Customer is solely responsible for its relationships with all Authorized Users and Affiliates of Customer, for their use of the Subscription Services, and for ensuring that they comply with all the terms and conditions of this Agreement. Any violation of the terms and/or conditions of this Agreement by an Authorized User or Affiliate of Customer shall be deemed to be a violation by Customer of such terms and conditions. If Customer installs or enables a Third Party Application for its use with the Subscription Services, Customer hereby grants Company permission to allow the provider of such Non- Company Application to access Customer's Data as required for the interoperation of such Non- Company Application with the Subscription Services. Company is not responsible for any disclosure, modification or deletion of Customer's Data resulting from access by any Non- Company Application.

3.6. Company shall maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Customer Data. Company shall not access or use Customer Data except (a) in connection with providing, supporting and maintaining the Subscription Services, including preventing or addressing service or technical problems; (b) as required by Law in accordance with **Section 11.2** below, or (c) as Customer expressly permits in writing. Customer is solely responsible for all other aspects of Customer Data, including its sourcing, inputting, management, accuracy, quality, legality, results and the privacy of protected personal information.

4. Rights and Limitations of Use.

4.1. Subject to the terms and conditions of this Agreement (including Customer's payment obligations hereunder), Company grants to Customer a limited, non-exclusive, non-transferable right and license during the applicable Subscription Period: (a) to access

and use, and permit Authorized Users to access and use, the Subscription Services and Documentation solely for the Permitted Purpose; and (b) to the extent Company makes available to Customer, by way of download or other form of distribution, any pre-defined report formats, software components, tools, materials or technology intended for use in connection with the Subscription Services, to store, install, execute and use the same internally within Customer's organization, solely in connection with Customer's authorized use of the Subscription Services.

4.2. Except for the rights granted in **Section 4.1**, no other rights in or to any SaaS Services or Company IP, express or implied, are granted to Customer. Without limiting the foregoing, except to the extent expressly authorized by this Agreement, Customer may not:

- (a) transfer to any other Person any of its rights to use Subscription Services;
- (b) sell, resell, license, sublicense, distribute, rent, lease or share any Subscription Services or software associated with such services;
- (c) permit any Person who is not an Authorized User to use or access any Subscription Services;
- (d) use any Subscription Services other than for the Permitted Purpose;
- (e) use any Subscription Services to provide outsourcing, service bureau, hosting, application service provider or online services to third Persons;
- (f) create any derivative works based upon any Subscription Services or Company IP;
- (g) copy any feature, design or graphic in any Subscription Services or Company IP;
- (h) attempt to circumvent any security device or access or derive the source code or architecture of any Subscription Services or Company IP;
- (i) use or access any Subscription Services or Company IP in order to build a competitive solution or to assist someone else to build a competitive solution;
- (j) load or penetration test the Subscription Services or otherwise use any Subscription Services in any way that is, or could reasonably be expected to be, detrimental to Company's ability to provide services to any other customer;
- (k) use any Subscription Services to access the data of any other customer of Company;
- (l) alter, remove or conceal any government restricted rights notice or any copyright, trademark, trade name or other proprietary marking or notice that may appear in or on the Subscription Services, the Documentation or any other Company IP;
- (m) use the Subscription Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material including code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, or to store or transmit material in violation of third-party privacy rights;
- (n) reverse engineer any Subscription Services or related software (to the extent such restriction is permitted by Law) or
- (n) use the Subscription Services in a manner that violates any applicable Law, ordinance, regulation or administrative order; or
- (o) permit any other Person to do any of the foregoing.

5. Support and Maintenance.

5.1. Company shall make the Support Services available to Customer in accordance with the Support Services Annex.

5.2. Customer acknowledges that the SaaS Services were not designed or produced to Customer's individual requirements and that Customer is solely responsible for confirming that the Subscription Services meets such requirements. Customer further acknowledges that the SaaS Services are based on a standardized service platform made available by Company to a variety of customers. Company will make available to Customer as part of the Subscription Services the error corrections and improvements that Company makes available to its customers generally as part of their subscription to the Subscription Services, but specifically excluding any new products, offerings, applications or add-ons for which Company charges a separate fee, unless Customer separately purchases a license or subscription thereto. Company reserves the right to make changes to the Subscription Services. If any such change materially diminishes the functionality and value of the Subscription Services as a whole, then:

- (a) Company shall notify Customer at least sixty (60) days prior to implementing such change (except in cases where Company determines that expedited implementation is required);
- (b) if Customer disapproves of any such change that materially diminishes the functionality and value of the Subscription Services as a whole, Customer shall have the right, exercisable no later than thirty (30) days after such change has been implemented, as Customer's sole remedy, to terminate this Agreement upon notice to Company and recover a refund of prepaid subscription fees pursuant to **Section 10.7(d)**. Customer agrees that its subscription to the Subscription Services is not contingent

on the delivery of any future functionality or features, or dependent on any statements made by Company regarding possible future functionality or features. Unless otherwise agreed by the Parties in a separate Order Form, after each update to the Subscription Services, Customer will not be able to use the previous version and, even in cases where Company may be able to accommodate and has expressly authorized Customer's continued use of a previous version, any such previous version is provided solely on an "as is" basis and none of the covenants, obligations, representations or warranties of Company set forth Sections 3 (including the SLA), 5 (including the Support Services Annex), 7.2 or 8.1 shall apply to such previous version.

6. Fees and Payment.

6.1. Customer shall pay all fees and charges as specified in each Order Form. Except as otherwise set forth in this Agreement, (i) fees are based on the Subscription Services and Support Services being ordered and not actual usage of such services by Customer or its Authorized Users; (ii) all payment obligations under an Order Form are non-cancelable and amounts paid are non-refundable and (iii) ordered quantities including those related to Authorized Users number cannot be decreased during the relevant Subscription Period. Unless otherwise specified in an Order Form, all fees and charges for the initial Subscription Period are due upon the effective date of such Order Form, and Customer shall pay all other fees and charges within ten (10) calendar days of the date of Company's invoice therefor. Customer is responsible for providing complete and accurate billing and contact information to Company and notifying Company of any changes to such information. The payment date shall be considered the date under which the amount payable is credited to Company's bank account. Customer shall pay all commissions for the wire transfer payments.

6.2. If any invoiced amount is not received by Company by the due date, then without limiting Company's rights or remedies, (a) Company may charge Customer interest at the rate of 1.4% per month (or the highest rate allowable by Law, if less) for any past due amounts, from the date payment was due until the date paid, other than with respect to any amount disputed by Customer in good faith where Customer is cooperating diligently to resolve the dispute) and/or (b) Company may condition future subscription renewals and invoices on payment terms shorter than those specified in **Section 6.1**. If any amount owing by Customer under this Agreement or any other agreement between the Parties is 25 (twenty-five) or more days overdue, Company may, without limiting its other rights and remedies, accelerate any or all of Customer's unpaid fee obligations under any such agreements so that all such obligations become immediately due and payable. Customer shall bear any costs (including attorneys' fees and costs) incurred by Company in collecting any amounts due hereunder.

6.3. Company fees do not include and Customer shall pay any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes and import duties, assessable by any jurisdiction whatsoever (other than corporate income taxes payable by Company) due as a result of any amounts paid by Customer to Company under any Order Form.

6.4. Customer shall not charge any fee to Company related to invoice processing, and shall pay or reimburse Company for any such fee charged by any third party that Customer requires Company to use in connection with processing Company's invoices to Customer.

7. Warranties.

7.1. Each Party represents and warrants to the other Party that:

- (a) it has the full power and authority to enter into this Agreement and perform its obligations under this Agreement;
- (b) the execution, delivery and performance of this Agreement by it does not violate, conflict with or constitute a default under any agreement or instrument to which it is a party or by which it is bound, or any applicable Law, regulation or order of any court or other tribunal, except where such violation, conflict or default would not materially impair such Party's performance of its obligations or the other Party's enjoyment of its rights under this Agreement.

7.2. Company further warrants to Customer that:

- (a) the Subscription Services will function substantially in accordance with the applicable Documentation;
- (b) it will use a generally commercially available virus detection or scanning program to test the Subscription Services for the presence of viruses. In the event of any nonconformance with any of the warranties specified in this **Section 7.2**, Customer will promptly (and in no event later than thirty (30) days after the non-conforming services were provided) notify Company of such nonconformance and Company will, following receipt of such notice from Customer, use commercially reasonable efforts to make available to Customer a conforming version of the Subscription Service. If Company fails to do so within thirty (30) days, and such nonconformance has the effect of materially diminishing the functionality and value of the Subscription Services as a whole, then Customer shall have the right to terminate this Agreement upon notice and recover the subscription fees paid to Company, pursuant to **Section 10.7(d)**; provided, however, that such termination shall not be permitted if, within such thirty (30) day period, Company has provided Customer with reasonable assurances that such nonconformance will be remedied within a reasonable period of time. The foregoing sets forth the exclusive remedies of Customer, and the sole liability of Company, in the event of any nonconformance with any of the warranties set forth in this **Section 7.2** or otherwise with respect to any errors, service

interruptions or other problems with the Subscription Services.

7.3. except as expressly provided in this **section 7**, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise in connection with this agreement. without limiting the foregoing, except as expressly provided in this agreement, company is providing the subscription services and support services on an «as is» and «as available» basis and company does not make, and hereby expressly disclaims, to the fullest extent permitted by applicable law, all representations, warranties and conditions, express or implied, with respect to the subscription services and support services or their performance hereunder, including the warranties of merchantability, fitness for a particular purpose and non-infringement. in particular, company does not warrant that the subscription services will meet customer's expectations or be secure, accurate, error-free, or operate on an uninterrupted basis or in combination with any other hardware, software or system. without limiting the foregoing, company will not be liable for any problems with the subscription services or support services attributable to the internet, force majeure or customer's or any authorized user's network or ability to access the internet.

8. Indemnification.

8.1. Company shall indemnify, defend and hold harmless Customer and its employees and agents from and against any loss, cost, damage or expense (but specifically excluding any indemnified Person's attorneys' fees and costs) in respect of any claim, demand, action, suit or other judicial proceeding asserted, brought or threatened by a third Person (each a "Claim") alleging that the Subscription Services as provided by Company hereunder infringe any third Person's rights in any copyright, trademark or United States or European Union patent, except to the extent the Claim (a) relates to Customer Data or other materials provided by or on behalf of Customer or its Authorized Users; (b) relates to the actual or alleged infringement of inventions, technologies or methods in widespread unlicensed use by third Persons at the time the Subscription Services have been used by Customer; or (c) is otherwise subject to Customer's indemnification obligations under **Section 8.2**. In the event of any actual Claim of infringement or if Company has reason to believe that such a Claim may be brought, Company may at its option and sole expense either (a) obtain the rights necessary to extinguish or avoid the infringement, or (b) make any modifications to the Subscription Services that are recommended by Company's counsel to avoid infringement of third Person rights, provided that if any such modification materially diminishes the functionality and value of the Subscription Services as a whole, Customer may within ninety (90) days following Company's implementation of such modification terminate this Agreement by notice to Company and recover a refund of prepaid fees pursuant to **Section 10.7(d)** or (c) terminate Customer's subscriptions for that Subscription Services upon 30 days' written notice and refund of prepaid fees pursuant to **Section 10.7(d)**. This **Section 8.1** states Customer's sole remedy and Company's entire liability for any losses and damages of any nature arising out of or relating to any actual or alleged infringement of any copyright, patent, trade secret or other Intellectual Property Rights of any third Person.

8.2. Customer shall indemnify, defend and hold harmless Company and its Affiliates and their respective employees and agents from and against any loss, cost, damage or expense (but specifically excluding attorneys' fees and costs) in respect of any Claim that relates to (a) Customer Data or any other content or materials provided by Customer or its Affiliates or Authorized Users or (b) the use by Customer or its Affiliates or Authorized Users of the Subscription Services or Company IP in breach of this Agreement or in violation of applicable Law or third party rights.

8.3. As a condition to the obligations of the indemnifying party under either of Sections 8.1 or 8.2 above, the indemnified Person shall: (a) promptly notify the indemnifying Party of any Claim for which indemnity will be sought; provided that no delay in providing such notice shall relieve the indemnifying Party of any liability or obligations hereunder except to the extent the indemnifying Party has been prejudiced by such delay; (b) permit the indemnifying Party to assume control of the defense and settlement of such Claim with counsel of its choosing; and (c) provide cooperation reasonably requested by the indemnifying Party in investigating and defending such Claim, at the indemnifying Party's expense (provided that the indemnified Person shall not be entitled to compensation for time spent providing such cooperation). The indemnified Person shall have the right to participate in (but not control) the defense of any such Claim, at its sole cost and expense, using counsel of its choosing.

9. Limitations of liability.

9.1. except for liability arising from a willful or intentional breach of section 11 (confidentiality) or from a breach of section 12 (proprietary rights), in no event will either party be liable to the other for any loss of data, loss of business or profits, or any other special, punitive, indirect, incidental or consequential losses or damages of any sort, whether or not such damages are foreseeable, arising under or in connection with this agreement.

9.2. company's aggregate liability to customer arising under or in connection with this agreement, whether in contract, tort (including negligence) or otherwise, shall in no event exceed the total subscription fees actually paid by customer to company under this agreement during the twelve (12) months immediately preceding the date on which the applicable claim occurred.

9.3. the limitations of liability and damage exclusions contained in this agreement will apply regardless of the success or effectiveness (or lack thereof) of any remedies provided herein. these limitations and exclusions are reflected in the pricing of the subscription services and support services, and they represent an agreed allocation of risk between the parties and are an essential

part of this agreement.

9.4. any action by either party related to an actual or alleged breach of this agreement by the other party, other than a willful or intentional breach of **section 11** (confidentiality) or a breach of **section 12** (proprietary rights), must be commenced within one year after the date on which the breach is discovered. any action not brought within that two-year period shall be barred, without regard to any longer limitations period set forth in any applicable law or statute.

10. Subscription Period, Renewals, Termination and Suspension.

10.1. Company makes the SaaS Services available on a subscription basis, and Customer is purchasing a subscription to access and use the Subscription Services upon the terms and conditions set forth in this Agreement, for the Subscription Period specified in the Order Form. Neither Party may terminate a Subscription Service or Support Services for convenience prior than the end of its Subscription Period.

10.2. This Agreement commences on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated. Upon expiration of the initial Subscription Period, Customer's subscription to the applicable Subscription Services and Support Services, and the term of this Agreement, shall automatically renew for one additional period equal to 365 days, at Company's on the first day of such next renewal, unless either Party notifies the other Party no later than thirty (30) days prior to the scheduled renewal date that it is electing not to renew this Agreement, in which case the subscription and the term of this Agreement shall end upon the expiration of the then-current Subscription Period.

10.3. Either Party may terminate this Agreement by notice if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt of notice of the breach from the non-defaulting Party. Any such termination shall be without limitation of any other right or remedy available to the terminating Party.

10.4. Upon ten (10) days' notice to Customer, Company may suspend the Subscription Services in whole or in part if Customer fails to make when due any payment required under this Agreement or under any other agreement entered into by the Parties. Upon receipt of payment in full of all overdue amounts, provided Customer is not otherwise in breach of this Agreement or any other agreement entered into by the Parties, Company shall promptly restore the suspended Subscription Services. Company may also suspend the Subscription Services in whole or in part if Customer otherwise breaches any term of this Agreement or any other agreement entered into by the Parties and fails to cure such breach within thirty (30) days after receipt of notice of the breach from Company, until such time as the breach is cured. Notwithstanding the foregoing, Company may immediately suspend the Subscription Services, with or without prior notice to Customer, in order to avoid or mitigate irreparable harm to Company. Any suspension hereunder shall be without limitation of any other right or remedy available to Company.

10.5. Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party has a receiver or similar party appointed for all or substantially all of its property, is declared insolvent by a court of competent jurisdiction, ceases to do business in the ordinary course, files a petition in bankruptcy or has a petition filed against it in bankruptcy, becomes the subject of any court or administrative proceeding related to its liquidation or insolvency (whether voluntary or involuntary) that is not dismissed within ninety (90) days, or makes an assignment for the benefit of its creditors.

10.6. Company may terminate this Agreement immediately upon notice to Customer for breach of Section 15.

10.7. Upon the termination or expiration of this Agreement for any reason:

- a) Company will terminate access to the Subscription Services, and all rights and licenses granted by Company pursuant to this Agreement shall terminate.
- b) Customer shall pay all amounts that have accrued and are owed hereunder within thirty (30) days following any termination or expiration of this Agreement.
- c) Upon written request by Customer made within thirty (30) days after the effective date of expiration or termination and provided Customer has complied with **Section 10.7(b)**, Company shall make available in format of Company's choice to Customer for download one or more electronic files of any Customer Data stored in the Subscription Services. After such thirty (30)-day period, Company shall have no obligation to maintain or provide any Customer Data unless otherwise agreed between the Parties in respective Order Form with any Customer Data retention for the period exceeding such thirty (30) days period to be payable by Customer to Company at then current rates. After that 30 (thirty) day or other agreed data retention period, Company will delete or destroy all copies of Customer's Data in Company systems or otherwise in Company possession or control, unless legally prohibited and excluding any copies of Customer Data that may be retained on backup media beyond the end of such period pursuant to Company's then-current back-up procedures.
- d) If this Agreement is validly terminated by Customer pursuant to either of **Sections 5.2, 8.1 or 10.3** and Customer is in full compliance with all material terms and conditions of this Agreement, Company shall within ten (10) days following the effective date of such termination refund to Customer all subscription fees previously paid by Customer for the

Subscription Services with respect to the then-remaining portion of any prepaid but unused Subscription Period.

- e) If requested by a Party, the other Party shall promptly destroy or return to the requesting Party, as directed, all of the requesting Party's Confidential Information, and other materials of the requesting Party in such other Party's possession or under its control. Notwithstanding the foregoing, each Party shall be entitled to retain any records to the extent it has been advised in writing by counsel that such retention is required to comply with applicable Law or regulation.

Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement shall survive any such termination or expiration.

11. Confidentiality.

11.1. Each Party that receives Confidential Information of the other Party agrees that, unless the disclosing Party gives its prior written authorization, it shall not: (a) use such Confidential Information other than for the purposes of this Agreement; or (b) disclose any such Confidential Information to any third Person except those directors, officers, employees, Consultants and agents of the receiving Party who are required to have such Confidential Information in order to carry out the purposes of this Agreement and who have signed a non-disclosure agreement or are otherwise bound by confidentiality obligations in substance similar to the provisions hereof. The receiving Party shall prevent the unauthorized use, disclosure, dissemination or publication of such Confidential Information using at least the same degree of care that the receiving Party uses to protect its own confidential information of a similar nature, but in no event less than a reasonable degree of care.

11.2. The obligations of the Parties under **Section 11.1** shall not apply to the extent of any disclosure required pursuant to a duly authorized subpoena, court order, or government authority, provided that the receiving Party has provided prompt notice and assistance to the disclosing Party prior to such disclosure, so that such Party may seek a protective order or other appropriate remedy to protect against disclosure.

11.3. Any breach of the confidentiality obligations set forth in this **Section 11** would constitute a material breach of this Agreement, which the breaching Party acknowledges would cause irreparable harm to the non-breaching Party, leaving it without an adequate remedy at Law. As such, any such breach shall entitle the non-breaching Party to injunctive relief in addition to all other remedies, without necessity of posting of a bond or other security in connection therewith. The preceding sentence is not intended, nor shall it be construed, to limit a Party's right to dispute the factual basis underlying any contention that it has committed any breach.

11.4. This **Section 11** will remain in effect during the term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement for any reason, except with respect to any Confidential Information of Company contained in or constituting Company Software, for which this **Section 11** will remain in effect indefinitely.

11.5. In the event that the provisions of this **Section 11** are inconsistent with the provisions of any applicable non-disclosure (or comparable) agreement separately executed by the Parties, then the terms of this **Section 11** shall govern with respect to Confidential Information disclosed in connection with the subject matter of this Agreement.

12. Proprietary Rights.

12.1. As between the Parties, all Intellectual Property Rights in and to any Customer Data and Customer Extensions are and shall remain the sole property of Customer and its Affiliates, as applicable, and Company shall acquire no right of ownership or use with respect thereto, except that Company and its Affiliates and their respective employees and agents shall have the right to reproduce, modify, use, host, transmit and display the same in connection with Company's provision of the Subscription Services and Support Services.

12.2. As between the Parties, all Intellectual Property Rights in and to the Company IP are and shall remain the sole property of Company and its Affiliates and their respective licensors, as applicable, and Customer shall acquire no right of ownership or use with respect to any Company IP except for the limited license right specified in **Section 4**. Without limiting the foregoing, Customer acknowledges that the Company Software and SaaS Services and the inventions, know-how and methodology embodied therein are proprietary to, and are the valuable trade secrets of, Company and its Affiliates and licensors, as applicable, and that the Company Software constitutes Confidential Information of Company.

12.3. Customer, Customer's Affiliates or Authorized Users may from time to time provide Company with suggestions, comments, recommendations and/or feedback regarding the SaaS Services and/or Company's related technologies («**Feedback**»). Any and all Feedback is and shall be given entirely voluntarily and without compensation. As between the Parties, all Feedback shall be exclusively owned by Company and Company shall be freely entitled to reproduce, prepare derivative works of, disclose to third Persons, display and perform (publicly or otherwise), sell, lease, license, distribute, and otherwise use and exploit any and all such Feedback, at its sole discretion, without obligation or liability of any kind to Customer or to any other Person.

13. Force Majeure. If either Party is unable to perform any obligation (excluding any payment obligation) under this Agreement

because of any matter beyond that Party's reasonable control, such as any act of God, lightning, flood, exceptionally severe weather, fire, explosion, war, civil disorder, industrial disputes (whether or not involving employees of either Party), acts of local or central government or other competent authorities, problems with telecommunications providers, hostile network attacks, issues caused by Third Party Application or other events beyond a Party's reasonable control (each, a «Force Majeure Event»), that Party will have no liability (including any obligation to issue refunds or credits) to the other for such failure to perform; provided, however, that such Party shall resume performance promptly upon removal of the circumstances constituting the Force Majeure Event.

14. Publicity. Customer hereby grants Company the right to issue a press release announcing that Customer has become a customer of Company, and to reproduce and display Customer's name, logo and trademarks on Company's website and in brochures, social media and other marketing materials for the purpose of identifying Company's relationship with Customer. Except as provided in the preceding sentence, all media releases, public announcements and public disclosures by either Party relating to this Agreement or its subject matter shall require the mutual approval of the Parties.

15. Additional Customer Representations and Covenants. Customer shall, and shall ensure that its directors, officers, employees, agents and Affiliates, at all times (a) comply with all Laws applicable to this Agreement, Customer's performance of its obligations hereunder and use of the Subscription Services and (b) not engage in any activity involving the Subscription Services that violates any Law, including any Trade Restriction (as defined below), or may cause Company to violate any Law, including any Trade Restriction. Customer represents and warrants to Company, and covenants and agrees at all times, that none of it, its Authorized Users, owners, subsidiaries and its and their directors, officers, employees, agents and Affiliates is a person or entity designated in or subject to any Law, including Laws administered by the Office of Foreign Assets Control of the United States Department of the Treasury, the Export Administration Regulations administered by the United States Department of Commerce, or Laws administered by any other foreign, federal or state governmental authority, imposing economic sanctions or trade embargoes («Trade Restrictions») against countries («Embargoed Countries») and persons or entities («Embargoed Targets»). Without limiting the foregoing, Customer is not and has never been an Embargoed Target, owned or controlled, in whole or in part, by an Embargoed Target, or conducted business in any Embargoed Country or with any Embargoed Target. Customer has not received or been offered any unlawful bribe, kickback, payment, gift or thing of value from any of Company, its subsidiaries or its or their directors, officers, employees or agents in connection with this Agreement.

16. General Provisions.

16.1. Company shall have the right to modify any of the terms or conditions of this Agreement from time to time, provided that no such modification shall take effect until the start of the next Subscription Period following Company's notice to Customer of such modification sent no later than sixty (60) days prior to the start of such Subscription Period. Customer's failure to object to such modification and/or terminate this Agreement pursuant to **Section 10.1** within thirty (30) days after its receipt of such modification notice shall constitute Customer's acceptance of such modification. Except as set forth in this **Section 16.1**, no waiver or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of each Party. Any forbearance or delay on the part of either Party in enforcing any of its rights under this Agreement shall not be construed as a waiver of such right to enforce the same for such occurrence or any other occurrence.

16.2. This Agreement shall be governed by, and construed in accordance with, the Law of Company's country of incorporation, without regard to its choice of Law principles. Any litigation between the Parties concerning this Agreement shall be subject to the exclusive jurisdiction of the state or federal courts in Company's country of incorporation. Nothing contained in this **Section 16.2** shall prevent either Party from seeking injunctive relief from any court of competent jurisdiction.

16.3. Neither Party shall assign or otherwise transfer this Agreement, or delegate any duty or assign or otherwise transfer any right hereunder, including by operation of Law, without the prior written consent of the other Party in each case. Notwithstanding the foregoing, Company may freely assign or otherwise transfer this Agreement without Customer's consent to any Affiliate or in connection with a merger, corporate reorganization or sale of all or substantially all of Company's business or assets to which this Agreement relates. Any purported assignment or transfer in contravention of this **Section 16.3** shall be null and void ab initio. Subject to the foregoing, this Agreement will bind and inure to the benefit of the Parties and their respective permitted successors and permitted assigns.

16.4. Unless otherwise specified in this Agreement, any notice required or permitted to be sent under this Agreement shall be sent, in writing, by certified mail (return receipt requested), overnight courier or personal delivery, to Company or to Customer at the addresses for notices set forth in the Order Form or as changed from time to time by notice. Such notices shall be effective when received.

16.5. If any one or more of the provisions of this Agreement are for any reason held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall be unimpaired and shall remain in full force and effect, and the invalid, illegal or unenforceable provision(s) shall be replaced by a valid, legal and enforceable provision or

provisions that comes closest to the intent of the Parties underlying the invalid, illegal or unenforceable provision(s).

16.6. The headings and other captions in this Agreement are for convenience only and shall not be used in interpreting, construing, or enforcing any of the terms of this Agreement. The words «including», «include» and «includes» and the phrases «by way of example», «such as» and «for example» when used in this Agreement shall each be deemed to be followed by the words «without limitation».

16.7. This Agreement does not create or evidence a partnership, joint venture or any other fiduciary relationship between the Parties. The Parties are independent, and each has sole authority and control of the manner of, and is responsible for, its performance of this Agreement. Neither Party may create or incur any liability or obligation for or on behalf of the other Party, except as described in this Agreement.

16.8. This Agreement constitutes the entire agreement between Parties with regard to the subject matter hereof and supersedes any and all previous communications, whether oral or written, as well as any previous memoranda of understanding and side letters between the Parties with respect to such subject matter. In the event of any conflict, discrepancy or inconsistency between an Order Form and this Agreement, the terms of the Order Form shall govern. Neither the course of conduct between Parties nor trade usage shall modify or alter this Agreement.

16.9. Any Order Form may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Any Order Form may be executed and delivered by facsimile or other electronic image transmission.



Service Level Agreement

This Service Level Agreement (this «SLA») forms part of the Master Subscription Agreement to which it is attached (the «Agreement») and sets forth certain supplemental terms and conditions applicable to the availability of the Subscription Services. Unless otherwise defined herein, any capitalized terms defined in the Agreement and used herein will have the same meaning specified in the Agreement.

Covered Services

Unless otherwise specified in the applicable Order Form, this SLA applies to Customer's paid subscriptions to Subscription Services pursuant to an Order Form («Covered Services»).

Availability of Covered Services

Company shall use commercially reasonable efforts to ensure that the Covered Services will be available to Customer on a twenty-four hour, seven days a week (24x7) basis, for an average of 99.5% of the time within a given calendar quarter of Customer's paid subscription, subject to the exclusions set forth herein (the «Availability Commitment»).

SLA Credits

If the availability for Covered Services for any calendar quarter falls below the Availability Commitment, Customer shall be entitled to a credit («SLA Credit») equal to a percentage of the paid subscription fees attributable to such calendar quarter, according to the following schedule and subject to the conditions set forth herein:

Quarterly Availability	SLA Credit
99% - 99.49%	10% of quarterly subscription fees
95% - 98.99%	15% of quarterly subscription fees
Less than 95%	20% of quarterly subscription fees

To be eligible for an SLA Credit, Customer is required to notify Company within three (3) business days following the occurrence of each applicable service disruption, by submitting a Support Request in accordance with the Support Services Annex. Any Service Credit will be applied by Company against future payments due for the applicable Covered Services or, at Company's election (or if Company is unable to apply a Service Credit against future payments), a refund.

Allowable Maintenance and other Exclusions

Company may provide maintenance on its hosting environment from time to time. Company reserves 10 hours per month for scheduled maintenance purposes and 8 hours per month for updates. Scheduled maintenance and updates will only be performed between the hours of 10 p.m. and 7 a.m., on business days or 8 p.m. and 7 a.m. on weekends and holidays, in each case based on the applicable deployment location time indicated at the bottom of this SLA. Under certain conditions, Company may need to perform urgent or emergency preventative maintenance, such as installing security patches. In such cases, Company may not be able to provide advance notice. Service disruptions due to scheduled or emergency maintenance and updates are referred to herein as «Allowable Maintenance».

The Availability Commitment will not apply, and Customer shall not be entitled to any SLA Credits or other remedies hereunder, with respect to service disruptions attributable to Allowable Maintenance, Force Majeure Events or any actions or inactions on Customer's part (unless undertaken at Company's express direction).

Exclusive Remedies

Customer's rights and remedies specified in this SLA set forth Customer's sole and exclusive remedies, and Company's sole and exclusive obligations, arising from or related to any failure to meet the Availability Commitment.

Location	Maintenance window	Maintenance window
	Start (ET Time Zone)	End (ET Time Zone)
USA, Virginia	22:00	7:00
Europe, Ireland	18:00	2:00
Australia	6:00	15:00
Canada	22:00	7:00
Singapore	9:00	18:00
USA, California	1:00	10:00
England, London	15:00	2:00

Support Policy – SaaS Services

Introduction

This Support Policy forms part of the Master Subscription Agreement to which it is attached (the «Agreement») and sets forth certain supplemental terms and conditions applicable to Company's provision of maintenance and support services with respect to the Subscription Services («Support Services»). Unless otherwise defined herein, any capitalized terms defined in the Agreement and used herein will have the same meaning specified in the Agreement.

Support services

Business logic are limited to up to 5 cases per year for Basic Support level.

The following Services may be provided upon Customer's request:

- Early bird release testing prior to the production update which allows Customer to test new release functionality and customizations in the updated sandbox (available for Business Support and Premium Support);
- Individual updates schedule which allows Customer to set individual intervals for website updates within one major release version (available for Premium Support only);
- Quarterly activity report (available for Business Support and Premium Support).

Company will use commercially reasonable efforts to resolve any Error reported to Company by Customer in accordance with the Support Request procedures set forth below, with fully documented and reproducible examples of the reported problem.

Notwithstanding anything to the contrary contained herein, the following shall be excluded from the scope of the Support Services, except to the extent otherwise agreed by the Parties in writing (such as, pursuant to a Statement of Work):

- a) Any issue which, following investigation by Company, is determined not to be an Error in the Subscription Services, including issues related to third party software products or the failure to operate the Subscription Services in accordance with its Documentation;
- b) Any issue related to software or services for which Company does not provide support and maintenance services to its customer base generally, including issues related to applications, connectors, add-ons, templates or other materials available via the **Prengi Platform**;
- c) Any issue related to Customer Extensions, except to the limited extent set forth above in connection with Development Support;
- d) Any Professional Services;
- e) Any issue related to software or services of previous major release version (by way of example, Company ceases to provide Support Services for 7.15.x software major release version once 7.17.0 is available).

Customer shall cooperate fully with Company in Company's provision of the Support Services, including by providing Company, in a timely fashion, with such assistance and access to such Customer premises, systems, personnel and information, each as shall be reasonably required for the performance by Company of the Support Services.

SUPPORT SLA

With respect to Errors properly reported by Customer in accordance with the terms of this Support Policy, Company will use commercially reasonable efforts to adhere to the response target timelines specified in the table below:

	Basic	Business	Premium
Support Hours	9 a.m. - 6 p.m. Monday - Friday	9 a.m. - 6 p.m. Monday - Sunday	24x7
Critical Severity Errors			
Initial response within	4 business hours	1 business hour	30 minutes
High Severity Errors			
Initial response within	8 business hours	4 business hours	2 hours
Medium Severity Errors			
Initial response within	8 business hours	4 business hours	2 hours
Number of maximum Customer Designated Representatives allowed	2	5	15

The specific hours during which Customer is entitled to Support Services («Support Hours») are as specified above and are based on Company's standard business hours, excluding Saturdays, Sundays and any holiday observed by Company. All response time periods are measured starting from the first Support Hour following the reporting of an Error, and are tolled during all periods outside of the Support Hours.

If Customer has purchased Premium Support, Company will use commercially reasonable efforts, in addition to the response target timelines specified above, to adhere to the resolution target timelines specified in the table below:

Errors Severity level	Response time	Resolution time	Resolution procedure
Critical	30 minutes	2 hours	Error is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below Critical
High	2 hours	2 business days	Error is fully resolved, or a temporary solution or workaround has been provided that has the effect of reducing the severity level below High
Medium	2 hours	10 business days	Error is fully resolved, or a temporary solution or workaround has been provided

As used in this Support Policy:

- «Error» means any verifiable and reproducible bug, error or similar functional problem with the Subscription Services that prevents the Subscription Services from functioning substantially in accordance with the applicable Documentation;
- «Critical Severity Error» means an Error that causes complete or significant loss of essential functionality of the Subscription Services;
- «High Severity Error» means an Error that causes significant loss of functionality of the Subscription Services, but where essential functionality is still available (which may be through a temporary solution or workaround); and
- «Medium Severity Error» means any Error other than a Critical Severity Error or High Severity Error. If

Customer has purchased Premium Support, Company will:

- provide possibility to change Errors Severity level (but only for cases registered via the self-service portal);
- make available individual additional monitoring 24/7 which enables additional monitoring for the production websites and allows Support team to predict and control any performance malfunctions;
- make available individual update scenarios with respect to the system customizations that are compatible with all the modifications on the software (subject to provision by Customer of the anonymized database to Support team).

Unless otherwise specified in the Agreement, this Support Policy sets forth Company's sole obligations, and Customer's exclusive remedies, in connection with any Error.

Submitting a support request

Prior to submitting an Error report or other request for Support Services (each, a «Support Request»), a Customer Designated Representative is expected to consult the relevant Documentation and the Knowledge Base/Community Portal. If the Customer Designated Representative is unable to resolve the issue by referencing the Documentation and Knowledge Base/Community Portal, then the Customer Designated Representative may submit a Support Request to the Company service center via the support portal by e-mail to sale@prengi.com. For Support Requests that Customer considers urgent, the Customer Designated Representative shall promptly notify Company by email at sale@prengi.com to confirm Company's receipt of the Support Request.

When submitting a Support Request, the Customer Designated Representative must furnish Company with all information and assistance needed by Company to address the reported issue, including by promptly furnishing sample input and output, providing assistance in isolating and reproducing the suspected Error, performing diagnostics and tests requested by Company, and carrying out any required remedial tasks requested by Company.

No Support Request may be initiated by a Customer Designated Representative directly to any Company engineering or professional services personnel or otherwise bypass the Company support service center. This includes all telephone, fax, or e-mail contact of any kind on any subject. Company's support service center personnel will be solely responsible for determining if and when any Support Request should be referred to other Company engineering or professional services personnel.