

VERGE.IO LICENSE & SERVICES AGREEMENT

This Verge.io License & Services Agreement (“LSA”) governs Customer’s access to software and associated services provided by Verge.io, Inc., a Delaware corporation (“Verge.io”). Customer and Verge.io are referred to herein as a “Party” and collectively as “Parties.”

1. Applicability of this LSA and Acceptance Date

This LSA applies when Customer contracts directly with Verge.io (via execution of a Customer Acknowledgement to this LSA) or through an authorized Verge.io reseller or managed services provider (collectively, “Reseller”) and regardless of whether Customer remits payment for Licensed Materials or Services. This LSA is effective on the date each Party executes a Sales Order referencing this LSA or the issuance of a Sales Order that results in Verge.io issuing applicable Software license keys (“Acceptance Date”). As to the later, the Acceptance Date is the earlier of the date Verge.io issues applicable Software license keys or a Sales Order referencing this LSA.

2. Definitions

- a. “Administrator Data” means information provided to Verge.io or otherwise received by Verge.io during sign-up, purchase, or administration of a Sales Order for Customer. Administrator Data does not include Customer Data, Feedback, or Usage Data.
- b. “Affiliate” means an entity which, directly or indirectly, is owned or controlled by or is under common ownership or control with another entity.
- c. “Customer” means the company, organization, or entity that when licensed or purchased from Verge.io or through a Verge.io Partner is identified for the Sales Order.
- d. “Designated Partner” means an authorized Verge.io Partner to place orders on Customer’s behalf, manage Customer’s purchases, and provide and receive notices and other communications to and from Verge.io.
- e. “Documentation” means the user manuals for and functional or technical specifications for the Software made available to Customer, a Customer Affiliate, or the Designated Partner by Verge.io and any Improvements made by Verge.io.
- f. “Improvements” means any addition to, enhancement, error correction, modification, revision, Update, Upgrade, or derivative work of the applicable item, data, or information and any Intellectual Property Rights in and to any and all of the foregoing.
- g. “Intellectual Property Rights” means any intellectual property rights that may exist or be created, whether or not perfected, including without limitation copyright law, moral rights law, patent law, privacy rights law, publicity rights law, semiconductor chip protection law, sui generis database rights law, trade secret law, trademark law, or unfair competition law, and any other proprietary rights relating to intangible property, and any and all applications, renewals, extensions, and restorations of any of the foregoing, now or hereafter in force and effect worldwide.
- h. “Licensed Materials” means, collectively, the Software, Documentation, and any component thereof, delivered, generated, or made available by Verge.io to Customer or a Customer Affiliate in connection with this LSA.
- i. “LSA” means, collectively, (a) this Verge.io License & Services Agreement; (b) the Non-Disclosure Agreement entered into by the Parties previously or contemporaneously herewith (“NDA”); (c) Sales Orders that reference this LSA; (d) the Software Support Services (if Software Support Services are indicated in a Sales Order); (e) the Privacy Policy; (f) the applicable Documentation; and (g) other exhibits or addenda referencing this LSA that are signed by an authorized representative of each Party.
- j. “Minimum Commitment” means Customer’s commitment to pay a minimum charge for the Software or Services, regardless of actual usage or other factors.

- k. "Privacy Policy" means Verge.io's published privacy policy, as may be updated from time to time.
- l. "Professional Services" has the meaning attributed to such term in a separately executed SOW, but generally means the installation, implementation, and other ancillary services provided pursuant to the SOW. Professional Services does not include those services covered by a Software warranty or Software Support Services.
- m. "Quote" means a separate document referencing this LSA issued by Verge.io to Customer or the Designated Partner which sets for the Software and Services offered to Customer.
- n. "Sales Order" means a separate document describing the Software and Services purchased by Customer and signed by an authorized representative of each Party. Sales Order can also be entitled "Service Order Form" or Quote signed by an authorized representative of each Party.
- o. "Service Bureau" means an arrangement where third-parties are permitted to access and use the Software, directly or indirectly, by any means to process their own data.
- p. "Services" means, collectively and generally, Professional Services and Software Support Services.
- q. "Software" means, collectively, (a) Verge.io's proprietary software platforms or applications identified in a Sales Order; (b) any Improvements Verge.io may develop or acquire and which Verge.io has elected to make generally available to its customers; (c) any Improvements made for Customer pursuant to a separately executed SOW; and (d) Intellectual Property Rights in and to the foregoing. Software does not include Customer Systems.
- r. "Software Maintenance Services" means support and maintenance services offered by Verge.io and includes, among other aspects, monitoring and implementing Updates and Upgrades to the Software by Verge.io on behalf of Customer. Software Maintenance Services are provided on a subscription basis, if indicated in a Sales Order.
- s. "Software Support" means help desk support services provided by Verge.io for the Software, which service terms are set forth in **Appendix A**. Software Support is provided on a subscription basis, if indicated in a Sales Order.
- t. "Software Support Services" means Software Maintenance Services and Software Support.
- u. "SOW" means a statement of work issued pursuant to this LSA and signed by an authorized representative of each Party.
- v. "Supported Software Versions" means versions of the Software that includes Software Support Services.
- w. "Updates" means bug fixes, enhancements, error corrections, modifications, patches, repairs, or replacements to the Software made generally available by Verge.io to customers who are receiving Software Support Services.
- x. "Upgrades" means new releases, features, and/or enhancements to the Software that are distinguishable from Updates by virtue of significance.
- y. "Verge.io Partner" means a distributor, Reseller, or other channel sales participating entity that entered into a reseller or similar agreement with Verge.io.

3. **Software Subscription and Designated Partner**

- a. Software Subscription. Verge.io will generate a Sales Order describing the Software subscription and associated services upon receiving an order request or signed Quote.
- b. Software Support Services. Software Support Services refers to Software Support and Software Maintenance Services, which are both provided on a subscription basis if indicated in a Sales Order. The terms for Software Support are set forth in **Appendix A** and encompasses help desk support services to address Software-related issues. In addition, the initially-delivered version of the Software includes representations and warranties, which

terms are set forth in the Representation and Warranties Section. Subject to Customer's payment of the applicable fee, Software Support Services will be provided in accordance with this LSA.

- c. **Professional Services.** A Sales Order may contemplate that Verge.io will provide certain Professional Services related to Customer's use of the Software including, configuration or customization of the Software or training Customer's staff how to utilize the Software. In such event, Verge.io will issue a SOW describing the Professional Services and associated fees. Each such SOW will be subject to this LSA and will not bind the Parties until the SOW is signed by each Party. If a term in the SOW conflicts with a term herein, the terms herein shall control unless the SOW expressly references the conflicting provision and provides the provision in the SOW will govern, in which case such terms will govern only with respect to that particular SOW. Customer acknowledges Verge.io does not provide custom software development work.
- d. **Designated Partner.** Customer may authorize a Designated Partner to place orders on Customer's behalf, manage Customer's purchases, and provide and receive notices and other communications to and from Verge.io. If the Designated Partner's distribution right expires or is terminated, Customer must select an authorized replacement Verge.io Partner or, if available, purchase directly from Verge.io. Customer acknowledges nothing in the immediately preceding sentence will be interpreted to govern Customer's relationship with the Designated Partner, which relationship (including termination rights) will be governed by the agreement entered into between Customer and the Designated Partner. Verge.io Partners and other third-parties are not agents of Verge.io and are not authorized to enter into any agreement with Customer on behalf of Verge.io. Notwithstanding anything to the contrary in a NDA, Customer hereby consents to Verge.io providing the Designated Partner with Administrator Data to permit the Designated Partner to perform its services including, without limitation, administering Customer's account, providing Customer with subscription-related announcements and notices, billing Customer for the Software and associated services, and providing Software-related training. Customer acknowledges the Designated Partner may process such data according to the terms of Designated Partner's agreement with Customer, and the Designated Partner's privacy commitments may differ from Verge.io.

4. **Customer's Obligations**

- a. **Contact.** Customer will, within a reasonable time after the Acceptance Date, designate a primary contact ("Primary Contact") to work collaboratively with Verge.io. If Customer has a Designated Partner, then the Designated Partner will be the Primary Contact. Customer acknowledges Verge.io will be permitted to act upon the direction and authority of the Primary Contact. Customer may replace the Primary Contact by providing written notice to Verge.io, which notice may be provided by email or via the Verge.io online portal.
- b. **Cooperation.** Customer acknowledges Verge.io cannot deliver the Software or perform Services contemplated in this LSA without timely and effective assistance and cooperation of Customer and its employees, agents, contractors, subcontractors, and service providers including the Designated Partner or managed service provider (collectively, "Personnel"). To that end, in addition to those obligations of Customer explicitly set forth in an applicable Sales Order, Customer will: (a) cooperate as necessary with Verge.io; (b) devote such time and Personnel as reasonably requested by Verge.io to timely review information provided and timely respond and advise Verge.io with respect thereto; (c) provide access to Personnel to assist Verge.io as necessary; and (d) if Verge.io is providing any Services, such as training at Customer's facilities, provide Verge.io, at no charge, an appropriate work environment including office space, equipment, supplies, furniture, copier, computer, and any other necessary equipment. Customer's failure to perform or timely perform the foregoing will extend the time for Verge.io to perform its obligations.
- c. **Access to Customer Systems.** Customer acknowledges that to perform Services, Verge.io may need to access Customer's information technology resources, systems, third-party software and hardware including third-party hardware provided by Verge.io to Customer, and related resources, which may be further specified in an applicable Sales Order (collectively, "Customer Systems"). As between Customer and Verge.io, Customer will, at its expense, take necessary steps (including, without limitation, obtaining all authorizations, consents, licenses, and sublicenses) to make available to Verge.io the Customer Systems that Verge.io may reasonably require to provide the Software or Services or both. As between Customer and Verge.io, Customer is solely responsible for costs associated with the Customer Systems and obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access, download, install, or otherwise use the Software including, without limitation, communication

lines, hardware, mobile devices, servers, software, software upgrades, and web browsers. For the avoidance of doubt, Customer acknowledges that except as otherwise expressly set forth in a SOW, Customer is solely responsible for downloading, installing, and configuring the Software. Further, Customer acknowledges if it purchases Updates or Upgrades to Software, or is otherwise entitled to them under a subscription, then Customer is responsible for purchasing any additional hardware, software, software upgrades, or other information technology infrastructure products necessary to successfully operate such Updates and Upgrades.

- d. Configuration, Management, and Monitoring. Customer is responsible for using commercially reasonable administrative, physical, and technical safeguards to secure the Customer Systems, including Customer Systems where the Software is installed or used and the Customer Data stored therein or otherwise accessed, maintained, transmitted, or processed. The foregoing Customer responsibility does not apply where Verge.io operates the Software for Customer in a data center independent to the Customer Systems. Customer is also responsible for (a) understanding Customer's legal obligations and ensuring Services meet Customer's needs; (b) evaluating and understanding the limitations of the Software and Services; (c) maintaining proper configuration of the Software; (d) properly administering the Customer Systems (including, without limitation, use of the Software) to ensure privacy and security objectives are achieved and in compliance with federal and state laws; (e) properly using the features and functions available in the Software (including the security controls) to allow Customer to meet applicable consumer data usage and access reporting requirements and periodically testing functionality; (f) timely reviewing and assessing any alerts, reports, and log files and otherwise properly monitoring the functionality of the Software and the Customer Systems as well as the use thereof by Customer's and its Affiliates' Personnel; and (g) purchasing and keeping current with Software Support Services and timely implementing any Updates and Upgrades to the Software as released by Verge.io. Customer acknowledges Verge.io may assist Customer with enabling the Software's encryption function if purchased as part of the Services, however, Customer remains responsible for managing the encryption keys and Verge.io cannot restore Customer Data if such encryption keys are lost. In circumstances where the Software sits "below the operating system level," Customer acknowledges Verge.io does not have access to data Customer uploads or otherwise stores on the Customer infrastructure where the Software is deployed ("Customer Data"). Customer is solely responsible for backing up Customer Data and implementing a business continuity and disaster recovery process with respect thereto.
- e. Alerts and Reports. The Software includes functionality permitting Customer to email alerts (by, for example, a hard drive malfunction) and other reports related to maintenance, operations, and other features and functions of the Software as well as the Software's interface with Customer Systems (collectively, "Alerts and Reports"). Customer may configure the Software to have the Alerts and Reports emailed to third-parties such as the Designated Partner or Customer's managed services provider. Accordingly, Customer acknowledges that, as between Verge.io and Customer, Customer is responsible for ensuring that such third-parties are permitted to receive the Alerts and Reports. Customer may also configure to have the Alerts and Reports emailed to Verge.io and in such event such data will be deemed to be Administrator Data and Verge.io will not make such Alerts and Reports available to the Designated Partner. Customer acknowledges Verge.io will have no responsibility or liability with respect to any such Alerts and Reports and Verge.io's receipt of such Alerts and Reports will not minimize Customer's obligations hereunder including, without limitation, ensuring emails are scanned for malware and are subject to Customer's other email-related controls and policies, and to the extent set forth in this LSA (and Customer maintains an active Software Support Services subscription) or a SOW.

5. Pricing and Payment Terms

- a. Overview. The pricing and payment terms herein apply if Customer purchases directly from Verge.io. If Customer purchased a Software subscription through a Verge.io Partner, Customer must look to the Verge.io Partner for pricing and payment terms and Customer shall remit payment to the Verge.io Partner. Notwithstanding the foregoing, Customer acknowledges Verge.io may change the prices specified in its price list and add or remove items at any time. In addition and notwithstanding the foregoing, Verge.io reserves the right, in addition to any of its other rights or remedies, to suspend Software license keys issued to or otherwise made available to Customer or suspend performance of Services without liability to Customer if Verge.io does not receive timely payment of undisputed amounts, whether from Customer or the Designated Partner. Such keys and Services may remain suspended until applicable amounts are paid in full.

- b. Sales Orders and Quotes. A Sales Order received by Verge.io after the effective date of a price change, but pursuant to a valid and unexpired Quote, will be billed by Verge.io at the price stated in that Quote. All Quotes expire thirty (30) days from the Quote issue date, unless otherwise stated in such Quote. Prices are exclusive of Taxes and Expenses. As applicable, Customer will issue binding, non-contingent, written or electronic orders consistent with the corresponding Quote for a Software subscription. Customer's Sales Orders will refer exclusively to this LSA or applicable Quote number that refers to this LSA. All Sales Orders Customer issues to Verge.io are subject to and governed by this LSA.
- c. Invoicing. Verge.io will invoice Customer consistent with the pricing and payment for Expenses set forth in the Sales Order. Fees for Licensed Materials and Software Support Services are typically invoiced in advance. Variable fees, including usage fees based on consumption and/or exceeding Limitations, are typically invoiced in arrears. If usage is sold in bundles (e.g., a bundle of 20 or 30 Software license keys) and Customer incurs recurring usage fees for exceeding Limitations, Customer should consider increasing its bundle and associated pricing. Initial setup fees and fees for Software Support Services are non-refundable. Customer is responsible for applicable fees on the date Verge.io issues Software license keys to Customer regardless of whether Customer completed its portion of the setup process or has commenced using the Software. Fees for a partial month will be pro-rated. If applicable, the invoice will include charges for third-party hardware provided by Verge.io to Customer. If a term in the Sales Order conflicts with a term herein, the invoicing term in the Sales Order shall control because it tracks Customer's agreement for Licensed Materials and Software Support Services as well as fees for the initial setup and usage. Absent any conflict, the terms herein shall apply to the Sales Order.
- d. Minimum Commitment. If the Sales Order includes a Minimum Commitment, Verge.io will bill Customer on a periodic basis as set forth in the Sales Order (and if not set forth, then monthly) for no less than the Minimum Commitment. The Minimum Commitment excludes, without limitation, setup fees, credits, Taxes, regulatory charges, cancellation fees, and reinstatement fees.
- e. Expenses. If a Sales Order states costs or expenses may be expensed, Customer shall reimburse Verge.io for all reasonable expenses incurred by Verge.io in the performance of Services including, but not limited to, travel, lodging, meals, courier services, and any other direct out-of-pocket expenses ("Expenses"). Each month Verge.io will submit to Customer a statement itemizing Expenses incurred the prior month and Customer shall remit payment within thirty (30) days of receipt.
- f. Payment Terms. Each month Verge.io will invoice Customer consistent with the Sales Order and Customer's payment (USD) is due within thirty (30) days of receipt of the invoice, unless other payment terms are specified in the Sales Order. Customer shall be in default if (a) Customer is delinquent on payment, (b) Verge.io issues Customer a notice of default, and (c) Customer fails to cure the default within fourteen (14) days after receipt of the notice.
- g. Default for Nonpayment. If Customer is in default for nonpayment, Customer will be deemed in material breach and Verge.io may immediately suspend all Software license keys issued or otherwise made available to Customer and suspend Services until outstanding payments are received by Verge.io and/or charge Customer interest at the lower of 1.5% per month, compounded, or the maximum amount allowed by law, as applied against the past due amounts since the initial invoice due date through the date payment is received. Moreover, Customer will be responsible to pay collection costs and expenses (including reasonable attorneys' fees) incurred by Verge.io and such costs will immediately become due and payable to Verge.io. Further, and without limiting the foregoing, Customer may reinstate suspended Software license keys and Services by paying to Verge.io, within fourteen (14) days from the suspension commencement date ("Reinstatement Period"), a reinstatement fee of \$250.00 plus all outstanding amounts due as of the suspension effective date. Customer's failure to pay the reinstatement fee and outstanding amounts due within the Reinstatement Period will be deemed a termination notice by Customer, and Verge.io will have the right to terminate this LSA without further notice. Customer acknowledges any payment returned unpaid, rejected, or denied, Verge.io reserves the right to collect any applicable return item, rejection, or insufficient funds fee to the maximum extent permitted by law and to process any such fees as an Electronic Payment or invoice Customer for the amount due, as applicable.
- h. Disputing Fees. Customer must provide Verge.io written notice of a disputed invoice within thirty (30) days of receipt, otherwise the invoice will be deemed accurate and undisputed.

- i. Taxes. Amounts payable under this LSA excludes applicable sales, value added, goods and services, use, withholding, and other taxes and applicable export and import fees, customs duties, levies, and similar charges, however designated, levied, or imposed, that may be assessed by any jurisdiction, under current or future laws or regulations, including penalties and interest thereon (collectively, "Taxes"). Taxes does not include taxes based on Verge.io's revenues, number of employees, corporate existence, or net income. Except to the extent Customer provides Verge.io with a valid tax exemption certificate or other documentation acceptable to the taxing authorities, Customer will be responsible for payment and agrees to pay all such Taxes arising from the payment of any fees hereunder, the grant of license rights hereunder, or the performance of Services, as applicable. Customer will make all required payments to Verge.io free and clear of, and without reduction for, Taxes. If Customer is legally required to make any withholding or deduction for Taxes from a payment due to Verge.io under this LSA, the sum payable by Customer upon which such withholding or deduction is based will be increased to the extent necessary to ensure that, after such withholding or deduction, Verge.io receives and retains, free from liability for such withholding or deduction, a net amount equal to the amount Verge.io would have received and retained in the absence of the required withholding or deduction.
- j. Fee Adjustments. Verge.io may adjust the Verge.io rates and fees set forth in a Sales Order on an annual basis, with no less than thirty (30) days advance written notice to Customer. Notice of fee adjustments may be provided by email to the Primary Contact or by ticket via the Software Support Issue Tracking System.
- k. Written Assurances of Ability to Pay. If Verge.io has reasonable grounds for questioning Customer's ability to pay for the Software subscription in a timely fashion, Verge.io may demand written assurances of Customer's ability to meet its payment obligations, the adequacy of which will be determined by Verge.io in its reasonable discretion. Unless Customer provides assurances in a reasonable time and manner acceptable to Verge.io, then in addition to any other rights and remedies available under this LSA, Verge.io may partially or totally suspend its performance of Services and, as applicable, suspend Software license keys without liability to Customer. Customer's failure to comply with this provision is a material breach of this LSA.

6. License and Usage

- a. License Type. A Sales Order shall identify the license type, either a Usage License or Proof of Concept License ("POC"). A Subscription License requires Customer to use a Supported Software Version and the Sales Order will indicate whether there are limitations/restrictions as to users, memory, storage, geography, purpose, hosts, or otherwise (collectively, "Limitations"). A POC permits Customer to access the Software for evaluation purposes and is limited/restricted to the version of the Software initially delivered to Customer and does not entitle Customer to Updates or Upgrades. The Sales Order for the POC will specify the Limitations, if any.
- b. Documentation and Copies. Customer's rights to use the Licensed Materials permits Customer and its Affiliates and Personnel to access, use, copy, download, and print the Documentation purposely made available by Verge.io for using, copying, downloading, and printing for Customer's own internal business purposes and in connection with a good faith use of the Software. Customer will not and will not permit any Affiliate or Personnel to (i) modify, obscure, or delete (including through selectively copying or printing material) any copyright, trademark, trade secret, government restricted rights, or other proprietary or confidentiality notices or legends that appear on the Documentation or (ii) make any additional representations or warranties relating to such Documentation. Customer may make and permit its Affiliates to make a reasonable number of archive copies of the Documentation for Customer's and the Affiliates' own internal business recordkeeping purposes subject to such party's compliance with this subsection and the NDA.
- c. Affiliates and Service Providers. Customer may permit its Affiliates as well as service providers and other Personnel acting on Customer's or its Affiliate's behalf to use the Licensed Materials and Software Support Services, provided they comply with the terms of this LSA. Customer is liable for a breach of this LSA by an Affiliate or Personnel.
- d. Rights and Restrictions. Customer's rights in the Licensed Materials is limited to the rights expressly granted to Customer under this LSA. VERGE.IO RETAINS ALL RIGHTS, TITLE, AND INTEREST IN AND TO THE LICENSED MATERIALS AND ALL RIGHTS TO THE LICENSED MATERIALS NOT EXPRESSLY GRANTED ARE RESERVED. The license hereunder is limited, revocable, non-exclusive, non-transferable / non-assignable (except

as expressly permitted via a successor in interest), and non-sublicensable. Customer acknowledges the Software is licensed and not sold. Any unauthorized use of the Licensed Materials or any portion thereof terminates the license granted by Verge.io pursuant to this LSA. Customer's rights to use the Licensed Materials is subject to Customer's full and ongoing compliance with this LSA. Customer's use of the Software is restricted to servers or computers Customer owns, controls, or to which it has authorized access and such access or use will be for Customer's internal business purposes. "Internal business purposes" means using the Software to manage infrastructure resources of Customer's clients, provided Customer is in the business of providing such services as in the case of a managed services provider or a data center, and further provided Customer is not permitting a Service Bureau unless the Parties have entered into a Service Bureau Addendum or such use is expressly identified in the applicable Sales Order. Except as expressly permitted in this LSA, Customer shall not: (a) copy or reproduce the Licensed Materials in whole or in part; (b) modify, translate, or create derivative works of the Licensed Materials or any portion thereof or otherwise obstruct any copyright, trademark, trade secret, government restricted rights, or other proprietary or confidentiality notices or legends that are (i) placed or embedded by Verge.io or its and their licensors in the Software or any other Licensed Materials, or (ii) are displayed when the Software is run; (c) decompile, decrypt, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any component of the Software is compiled or interpreted, and Customer hereby acknowledges nothing in this LSA will be construed to grant Customer any right to obtain or use such source code; (d) assign, distribute, grant a security interest in, lease, loan, rent, sell, share, sublicense, timeshare, use for Service Bureau purposes, or otherwise transfer the Licensed Materials; (e) divert, export, re-export, or transfer the Licensed Materials to any country, individual, company, or other entity embargoed by the United States, in violation of any U.S. export law or governmental regulation, or otherwise identified on a list of debarred, prohibited, sanctioned, or denied parties, including, without limitation, those imposed, administered, or enforced through the Office of Foreign Assets Control ("OFAC") of the U.S. Department of the Treasury or the Bureau of Industry and Security ("BIS") of the U.S. Department of Commerce; (f) unless expressly authorized by Verge.io in writing, access or use the Software for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking purpose including authorizing or undertaking a penetration test, vulnerability scan, social engineering test, or any other similar activity against the Software, Verge.io, any Verge.io Affiliate, or any of Verge.io's employees, agents, or subcontractors; (g) interfere with or attempt to interfere with the proper functioning of the Software, Verge.io, any Verge.io Affiliate, or any Verge.io agent, contractor, or subcontractor, including subverting or attempting to subvert (i) embedded security controls, (ii) the reporting mechanisms for reporting and monitoring the Software subscription and Limitations, or (iii) the mechanisms to validate authorization keys; (h) access or use the Licensed Materials to develop content, data, features, functionality, graphics, or a service similar to or competitive with any component of the Licensed Materials; (i) except with Verge.io's prior written consent, access or use the Licensed Materials, or any part thereof, for any reason if Customer is, or is acting on behalf of or in collaboration with, a competitor of Verge.io, including to develop, design, or market data or content or features or functionality similar to or competitive with the Software; (j) engage in what is commonly known as "white labeling" with respect to the Licensed Materials; (k) violate this LSA; or (l) authorize, assist, or cause any third-party including any of Customer's Affiliates or Personnel to do any of the foregoing. Customer acknowledges the restrictions in this subsection apply to any component of the Licensed Materials relevant to the restriction.

- f. Administrator Data and Customer Data. As between Customer and Verge.io, Customer owns the right, title, and interest in and to the Administrator Data and Customer Data, except for the limited rights granted in this LSA. Customer hereby grants Verge.io a limited, nonexclusive, fully paid, royalty-free, worldwide right and license (a) during the term of this LSA to access, adapt, aggregate, copy, disclose, display, distribute, modify, process, publish, reformat, store, and use the Administrator Data for the purpose of administering, delivering, and improving the delivery of the Licensed Materials, facilitating Customer's and its Affiliates' use of the Licensed Materials, facilitating Customer's relationship with the Designated Partner, making the Licensed Materials available, developing metrics and analytics, and to otherwise fulfill Verge.io's obligations under this LSA and (b) on a perpetual basis, to access, adapt, aggregate, copy, display, modify, process, reformat, store, use, and create derivative works of Administrator Data, metrics, statistics, and other analytics and to aggregate, copy, disclose, distribute, publish, and use such information for any legally permitted purposes including, without limitation, developing anonymized benchmarks and metrics, provided that with respect to the use contemplated in this subsection Verge.io will exercise commercially reasonable efforts intended to ensure the Administrator Data is used in a form that does not individually identify Customer, any Customer Affiliate, or any of Customer's Personnel.

- g. Usage Data and Operations. The Software may, from time to time, collect and automatically report information to Verge.io's servers related to usage of the Software ("Usage Data") without further notice to Customer. Usage Data may include IP addresses but will not include (a) any other personally identifiable information, including the names of individuals, dates of birth, demographic information, or location information or (b) Client Data. Usage Data may be used by Verge.io for any legally permitted purposes including, without limitation, validating authorization keys, monitoring for compliance with the Software subscription and Limitations (e.g., amount of RAM on server), helping diagnose and resolve technical and performance issues in relation to the Software, improving the Software and other Licensed Materials, and developing metrics and analytic algorithms. Customer acknowledges Verge.io uses all data collected in connection with its business and operations for the operation and management of its business including, without limitation, (i) creation of operational statistics, (ii) creation and inclusion in financial reporting of aggregate statistics regarding services performed, (iii) creation and inclusion in marketing materials of aggregate statistics highlighting the capabilities of the Software and Services, and (iv) advancing and improving existing products and services, creating new and enhanced product and services, and development and publication of market and industry intelligence and expertise, all of which in such form will be and remain the intellectual property of Verge.io. Verge.io may, at its option, suspend Software license keys if Verge.io does not receive the Usage Data as required or Customer otherwise interferes with the reporting mechanisms for reporting and monitoring the Software subscription and Limitations or the mechanisms to validate authorization keys.
- h. Verge.io Proprietary Rights. Customer acknowledges it is engaging Verge.io due to Verge.io's special skills, know-how, knowledge, expertise, Licensed Materials and each of its component parts [including, without limitation, algorithms, analytics, audio visual works, charts, compilations, coherence and methods of operation of systems, conceptions, configurations, data, database structuring techniques, databases, designs, developments, diagrams, discoveries, formatting, forms, general skills, graphs, ideas, inventions, know-how, libraries (code or otherwise), logic, 'look and feel', metrics, network architecture, policies, procedures, reports, routines, schematics, screen designs, software and its object and source code, system designs, templates, tools, user interfaces, and utilities, and any Improvement thereto], and proprietary information, and all Intellectual Property Rights therein (collectively, "Verge.io IP") that Verge.io developed or acquired prior to the execution or during the course of this LSA but in connection with performing services for another customer. As between Customer and Verge.io, Customer acknowledges Verge.io will retain all right, title, and interest in and to Verge.io IP and nothing contained in this LSA will be construed as the relinquishment on the part of Verge.io of any of Verge.io's ownership interest in Verge.io IP. Further and for the avoidance of doubt, Verge.io may develop certain Improvements to Verge.io IP and other general skills as a result of working with Customer. Verge.io will retain all right, title, and interest of every nature in and to such Improvements whether such rights are now known or hereafter devised with the right to use the Improvements and applicable general skills in any manner Verge.io desires (subject to Verge.io's obligations respecting Customer's Confidential Information, if applicable) without any payment owed or due to Customer.
- i. Feedback. Customer acknowledges submission of any ideas, suggestions, documents, proposals, improvements, modifications, error identification, or content corrections (collectively, "Feedback") to Verge.io through its suggestion form, feedback form, wiki, forum, support email, support calls or conference calls, meetings, or similar means is at Customer's own risk and Verge.io has no obligations (including, without limitation, obligations of confidentiality or use) with respect to such Feedback. Customer hereby grants to Verge.io a fully paid, royalty-free, perpetual, sub-licensable, transferable, irrevocable, worldwide, and non-exclusive right and license to adapt, copy, disclose, display, distribute, modify, perform, reformat, use, create derivative works of, and otherwise exploit any and all Feedback for any legally permitted purposes. Further, except as expressly agreed by the Parties in writing, to the extent any enhancements, error corrections, updates, upgrades, modifications, revisions, or additions to, or derivative works are developed by Verge.io based on the joint effort or collaboration of the Parties (collectively, "Joint Works"), Customer hereby irrevocably assigns, transfers, and conveys to Verge.io all Customer's rights and title of any nature in and to any Joint Works together with all Intellectual Property Rights in any such Joint Works in the United States and throughout the world including, without limitation, all exclusive rights granted to an author or owner under the copyright laws of the United States, foreign countries, and international copyright conventions, all ancillary rights arising therefrom, all other rights of any nature and in any media, whether now known or hereafter devised, and the right to sue and recover for any past infringement of any such rights.
- j. Future Functionality. Customer acknowledges it does not enter into this LSA contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Verge.io, its agents, or employees regarding future functionality or features.

- k. **Government End Users.** In the event Customer is a Government end-user that may be entitled to limited government rights including, but not limited to, FARs 48 C.F.R. §§ 52.227-13, 52.227-14, and 52.227-15 in its contracts, such Government end-user specifically agrees rights conferred to the Government by such regulations will be restricted in accordance with the terms of this LSA. Such Government end-user acknowledges each of the components that constitute the Software and Documentation made available by Verge.io is a “commercial item” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and/or “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, any use, modification, reproduction, release, performance, display, provision, or disclosure of the Software and its Documentation by the U.S. Government or a Government end user will be governed solely by the terms of this LSA and will be prohibited except to the extent expressly permitted by the terms of this LSA.

7. Representations and Warranties

- a. **Software.** Verge.io warrants the initially-delivered version of the Software will materially conform to the Documentation for a period of ninety (90) days from the date of delivery (“Software Warranty Period”). Customer’s sole and exclusive remedy and Verge.io’s sole obligation for any material non-conformity in the Software will be for Verge.io, at its reasonable discretion, to either promptly repair or replace the Software or refund the amounts received for the non-conforming Software from Customer or the Designated Partner, provided Customer provides Verge.io with a written report during the Software Warranty Period of such material non-conformity in the Software and Verge.io can reproduce and verify such non-conformity. Verge.io further warrants, using commercially available anti-virus software in accordance with industry best-practice standards, the Software as of the date of delivery contains no known virus, malware, spyware, trojan horse, or other disabling code. “Date of delivery” in the preceding sentence means the date Verge.io makes the first Software license key available to Customer.
- b. **Professional Services.** Verge.io warrants Professional Services will be provided in a professional manner with commercially reasonable care and skill. Customer’s sole and exclusive remedy for breach of this warranty will be reperformance of Professional Services at no additional cost, so long as Customer provides Verge.io with written notice of any non-conformity within thirty (30) days of the provision of the non-conforming Professional Services and the notice includes a sufficiently detailed list describing the non-conformity. A material breach of one SOW will not constitute to a material breach of any other SOW.
- c. **Authority.** Each Party represents: (a) it has the right and authority to enter into this LSA and each Party’s electronic signature will be binding on and treated as an original signature of such Party and, with respect to Customer, Verge.io may rely on the Primary Contact; (b) this LSA constitutes a valid and binding obligation that is enforceable against each such Party in accordance with the terms hereof; (c) it has not previously entered into any agreement, license, or other arrangement that would materially restrict its ability to comply with the applicable terms of this LSA; (d) it is duly organized, existing, and in good standing under the laws of any jurisdiction where the ownership of its assets or the conduct of its business require such Party to be so qualified, or if such Party is not so qualified, the failure to so qualify will not have an adverse effect on the ability of such Party to perform its obligations under this LSA or the ability of the other Party to enforce this LSA; (e) the individual whose signature appears on a Sales Order where a signature is required has the right and authority to execute a Sales Order on behalf of the applicable Party; and (f) it is not listed on any U.S. Government list of prohibited or restricted parties, including the list of Specially Designated Nationals and Blocked Persons maintained by the OFAC, U.S. government denied-parties list maintained by BIS, or any list of known or suspected terrorists, terrorist organizations, or other prohibited or sanctioned persons, companies, or other entities.
- d. **Performance by Customer.** Customer represents: (a) Customer will not and not permit its Personnel to violate or tamper with the security of the Software or any other Licensed Materials or any equipment or network delivering the Software or Licensed Materials or otherwise interfere with Verge.io’s ability to receive reporting and validating the Software authorization keys and Limitations; (b) Customer’s use and disclosure of the Administrator Data as contemplated in this LSA will comply with applicable federal, state, and local laws, rules, and regulations; (c) Customer owns, otherwise controls, or will, at its own expense, obtain sufficient rights and third-party consents or permissions to the Administrator Data, Customer Systems, Feedback, and other content and information Customer submits or otherwise makes available under this LSA (collectively, “Customer Materials”) to comply with the terms

of this LSA including, without limitation, Verge.io's use thereof; (d) access to, use of, or disclosure of the Customer Materials in accordance with this LSA is not infringing of any third-party Intellectual Property Rights and does not violate any obligations of confidentiality, privacy rights, publicity rights, or terms Customer may have agreed to with a third-party; and (f) Customer will ensure its Affiliates and its and their Personnel comply with the terms of this LSA and use of the Software and Licensed Materials.

e. Limitations and Exclusions.

- i. Exclusions from Coverage. Customer acknowledges any warranty claim, support claim, or liability is excluded where the claim or liability arises out of: (a) accident, theft, misuse, or neglect; (b) use of the Software outside of normal operating conditions, specifications, or environment or in a manner not authorized by Verge.io as set forth in the applicable Software Documentation or written instructions from Verge.io; (c) user modification of any Software not authorized by Verge.io in the applicable Software Documentation or other written instructions from Verge.io; (d) computer viruses, malware, and other changes to the Customer Systems that adversely affect the Software; (e) defects, problems, or failures created by Customer Systems or third-party products or hardware (even if provided by Verge.io to Customer) or their interface with the Software; (f) Force Majeure Events, hardware failures, or other causes external to the Software; or (g) any version of the Software for which Software Support Services have been discontinued by Verge.io. USE OF THE SOFTWARE OUTSIDE THE SCOPE OF THIS LSA, INCLUDING, WITHOUT LIMITATION, THE SCOPE OF THE ENTITLEMENT, IS UNAUTHORIZED AND IS A MATERIAL BREACH THAT WILL VOID THE WARRANTY AND THE SOFTWARE SUPPORT SERVICES OBLIGATION, IF ANY.
- ii. General Disclaimer. EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, "REPRESENTATIONS AND WARRANTIES," TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VERGE.IO MAKES NO WARRANTIES, EXPRESS OR IMPLIED WITH RESPECT TO THE SERVICES, LICENSED MATERIALS, OR ANY RELATED SERVICE OR SOFTWARE INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, NON-INFRINGEMENT, NON-INTERFERENCE, OR WARRANTIES IMPLIED FROM A COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE AND CUSTOMER'S USE OF THE LICENSED MATERIALS IS AT CUSTOMER'S SOLE RISK, AND THE LICENSED MATERIALS ARE PROVIDED ON AN "AS IS," "WHERE IS," AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. Except as expressly warranted in this Section and to the extent permitted by applicable law, Verge.io makes no warranty, representation, or condition: (a) the Licensed Materials will meet Customer's requirements; (b) the Software or other Licensed Materials will be uninterrupted, timely, error-free, or secure; (c) any errors in the Licensed Materials will be corrected; (d) Customer's use of the Software or other Licensed Materials will not result in the loss of, or damage to, Customer Materials, Customer Systems, or Customer's network or its Affiliates' or Personnel's network; or (e) as to third-party hardware provided by Verge.io to Customer. Except for the express warranties set forth in this Section, no advice or information, whether oral or written, obtained by Customer from Verge.io or its employees or through or from the Licensed Materials will create any warranty of any kind. Customer acknowledges Verge.io's obligations under this LSA are for the benefit of Customer only. Termination of Customer's access or use will not waive or affect any other right or relief to which Verge.io may be entitled at law or in equity. Verge.io reserves the right to make changes, corrections, and improvements to the Software at any time and without notice. Verge.io will not be liable for any defects, flaws, programming errors, inefficiencies, or malfunctions in any third-party product, software or hardware. The Software and Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications and Verge.io is not responsible for any delays, delivery failures, or other damages resulting from such problems.

8. **Confidentiality**

- a. Non-Disclosure Agreement. During the relationship established by this LSA, each Party may access or otherwise receive Confidential Information, as such term is defined in the NDA, from the other Party. Each Party will treat the other Party's Confidential Information as required by the NDA. Each Party acknowledges any breach of the NDA by such Party will be a material breach of this LSA. The existence and terms of this LSA will be considered Verge.io

Confidential Information, which will not be disclosed by Customer other than as permitted in the NDA. Notwithstanding anything to the contrary in the NDA, if the Parties enter into a Business Associate Addendum (“BAA”), then Confidential Information does not include “protected health information” as such quoted term is defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, each as amended (“PHI”), which will be handled in accordance with such BAA.

- b. Business Associate Addendum. The Parties agree PHI will not be disclosed under this LSA. If that changes the Parties will enter into a mutually agreeable BAA, which will be incorporated into and made part of this LSA upon the signature of an authorized representative from each Party and attached hereto as an Addendum. If a BAA is included and notwithstanding anything to the contrary in the Privacy Policy, PHI will be subject to the BAA and Verge.io will use and disclose PHI only in accordance with the BAA.
- c. GDPR Addendum. The Parties agree “personal data” as such quoted term is defined in the REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 27 APRIL 2016 ON THE PROTECTION OF NATURAL PERSONS WITH REGARD TO THE PROCESSING OF PERSONAL DATA AND ON THE FREE MOVEMENT OF SUCH DATA, AND REPEALING DIRECTIVE 95/46/EC (GENERAL DATA PROTECTION REGULATION), AS SET FORTH AT OJ L 119, May 4, 2016, as amended will not be disclosed under this LSA. If that changes the Parties will enter into a mutually agreeable GDPR Addendum, which will be incorporated into and made part of this LSA upon the signature of an authorized representative from each Party and attached hereto as an Addendum. If a GDPR Addendum is included and notwithstanding anything to the contrary in the Privacy Policy, such personal data will be subject to such GDPR Addendum and Verge.io will use and disclose such personal data only in accordance with such GDPR Addendum.
- d. CCPA Compliance. To the extent Services or delivery of the Software include the “processing” of “personal information” by Verge.io as such quoted terms are defined in the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.140 et seq., as amended, and its implementing regulations (collectively, “CCPA”) and Customer is a “business” as such quoted term is defined in the CCPA, the Parties agree: (a) Verge.io is a “service provider” as such quoted term is defined in the CCPA; (b) Customer is solely responsible for complying with the obligations of a business as set forth in the CCPA; and (c) notwithstanding anything to the contrary in the Privacy Policy, Verge.io will not use, retain, or disclose such “personal information” for any purpose (including a commercial purpose) other than performing Verge.io’s obligations under this LSA or as otherwise permitted by the CCPA.

9. **Indemnification and Limitation of Liability**

- a. Indemnification by Verge.io. Verge.io will defend, indemnify, and hold harmless Customer and its employees, directors, officers, and agents (collectively, “Customer Indemnitees”) from and against all damages, liabilities, losses, and related costs and expenses (including, without limitation, reasonable attorneys’ fees) actually incurred (collectively, “Losses”) for any action, claim, or demand by a third-party brought against a Customer Indemnitee alleging Customer’s authorized use of the Software or other Licensed Materials (collectively, “Indemnified Items”) infringe or misappropriate that third-party’s U.S. patent issued as of the Acceptance Date or that third-party’s copyright, trademark, or trade secret under applicable laws of any jurisdiction within the U.S. (collectively, “Infringement Claim”). If the Indemnified Items or any portion of them become or in the reasonable opinion of Verge.io are likely to become the subject of an Infringement Claim, then Verge.io will, at its option and in its sole discretion: (a) modify the Indemnified Items so they become non-infringing; (b) procure for Customer the right to continue to use the Indemnified Items pursuant to this LSA; or (c) substitute for the infringing Indemnified Items with another module, product, or component, as applicable, having a functionality and performance substantially equivalent to the Indemnified Items, provided such replacement is not otherwise prohibited by or inconsistent with an applicable court order against Verge.io or an applicable third-party licensor and does not materially adversely affect Customer’s use of the Indemnified Items as contemplated in this LSA. If none of the alternatives set forth in this Section is available on terms that are reasonable in Verge.io’s sole judgment, the Parties will reasonably cooperate to identify an alternate solution. Upon written request by Verge.io, Customer will cease using any allegedly infringing Indemnified Items.
- b. Indemnification by Customer. Customer will defend, indemnify, and hold harmless Verge.io and its employees, directors, officers, agents, permitted assigns, and successors in interest (collectively, “Verge.io Indemnitees”) from and against all Losses for any action, claim, or demand by a third-party brought against a Verge.io Indemnitee to the extent resulting or arising out of (a) a breach of Customer’s representations and warranties ; (b) the Customer

Materials; or (c) Customer's or its Personnel's use of the Software or the other Licensed Materials in breach of this LSA.

- c. Indemnification Process. Each Party's indemnification obligations hereunder are conditioned upon the indemnified party: (a) promptly notifying the indemnifying Party of any claim in writing, provided the failure to provide such notice will not diminish the indemnifying Party's indemnity obligations hereunder except and only to the extent the indemnifying Party forfeits rights or defenses by reason of such failure; (b) giving the indemnifying Party, at the indemnifying Party's expense, reasonable assistance and information requested by the indemnifying Party in connection with the defense or settlement or both of the indemnifiable claim; and (c) granting the indemnifying Party sole control of the defense, management, and settlement of the claim and the right to make counterclaims pertaining to any such indemnifiable claim in the name and on behalf of the indemnified party. Any settlement by the indemnifying Party requiring the indemnified party to make any admission of liability will be subject to the indemnified party's written approval in its sole discretion. The indemnified party will have the right to participate in the defense of any indemnifiable claim with counsel selected by it, at its expense, subject to the indemnifying Party's right to control the defense thereof. Further, each Party agrees to reasonably cooperate with the other Party's insurance carrier in connection with any Losses and indemnifiable claims, as applicable. In no event will either Party be liable to the other or to any third-party for claims (whether direct or indirect) caused by or incurred as a result of the Party's own negligence, acts or omissions or its employees or agents in connection with this LSA. Further, an indemnifying Party's indemnification obligations hereunder will not extend to the percentage of a claimant's indemnifiable claims attributable to the indemnitee's negligence or other fault, breach of contract or warranty, or to strict liability imposed upon the indemnitee as a matter of law.
- d. Exceptions to Indemnification. Subject to applicable law, Verge.io will not have any obligation to indemnify, defend, or hold the Customer Indemnitees harmless from any Infringement Claim to the extent arising from (a) settlements and their related costs and expenses where a Customer Indemnitee settles an Infringement Claim without Verge.io's prior written consent; (b) use of the Indemnified Items in excess of the rights granted in this LSA; (c) modification of the Software, except for modifications performed by Verge.io; (d) combination of the Software with any hardware, infrastructure, or software not provided by Verge.io; (e) compliance by Verge.io with Customer's designs, instructions, requirements, or specifications; or (f) Customer's failure to implement an Update, Upgrade, or other Improvement to the Indemnified Items or use of any version of the Software for which Software Support Services have been discontinued by Verge.io.
- e. No Indirect/Special Damages. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT WILL VERGE.IO, ITS AFFILIATES AND ITS AND THEIR EMPLOYEES, LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE TO CUSTOMER OR ANY THIRD-PARTY (INCLUDING ANY CUSTOMER AFFILIATE OR VERGE.IO PARTNER) IN CONNECTION WITH OR RELATED TO THIS LSA OR ITS SUBJECT MATTER FOR ANY: (A) INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (B) LOSS OF PRODUCTION, USE, BUSINESS, CONTRACTS, REVENUE, PROFIT, ANTICIPATED SAVINGS, OR DIMINUTION IN VALUE; (C) BUSINESS INTERRUPTION OR IMPAIRMENT OR ANY USE OR INABILITY TO USE THE LICENSED MATERIALS; (D) LOSS, DAMAGE, LOSS OF USE OF DATA, CORRUPTION OF DATA, RECOVERY OF DATA, OR BREACH OF DATA OR EQUIPMENT SECURITY; (E) COST OF REPLACEMENT GOODS OR SERVICES; OR (F) DAMAGE TO OR LOSS OF GOODWILL OR REPUTATION. To the fullest extent permissible under applicable law, the disclaimers set forth in this subsection will apply whether such liability is asserted on the basis of contract, warranty, tort (including negligence or strict liability), product liability, course of dealing, or otherwise, and regardless of whether Verge.io, its Affiliates and its and their employees, service providers, suppliers, or licensors were advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding any failure of essential purpose of any limited remedy.
- f. Direct/Actual Damages Cap. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW AND EXCEPT FOR A MATERIAL BREACH OF THE "RIGHTS AND RESTRICTIONS" SUBSECTION, CLAIMS RELATING TO INFRINGEMENT OR INDEMNIFICATION, AND NOTWITHSTANDING ANYTHING IN THIS LSA TO THE CONTRARY, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY CONCERNING PERFORMANCE OR NON-PERFORMANCE BY EITHER PARTY, INCLUDING CLAIMS OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS LSA, AND REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY WILL

NOT EXCEED, IN THE AGGREGATE THE SUM OF THE FEES (EXCLUDING EXPENSES) PAID UNDER THIS LSA FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE SUCH CLAIM AROSE. The limitations set forth in this subsection will apply notwithstanding the failure of the essential purpose of any limited remedy. Verge.io will have no liability for systems beyond the direct control of Verge.io. Nothing in this subsection will be interpreted to limit or cap the fees due to Verge.io in accordance with the Section entitled "Pricing and Payment Terms" or otherwise modify Customer's obligation to pay such fees and Expenses.

- g. Basis of the Bargain. CUSTOMER ACKNOWLEDGES VERGE.IO HAS SET ITS PRICES AND ENTERED INTO THIS LSA IN RELIANCE UPON THE DISCLAIMERS, EXCLUSIONS, AND THE LIMITATIONS OF LIABILITY SET FORTH HEREIN, THAT THESE PROVISIONS REFLECT AN ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT A CONTRACT REMEDY MAY FAIL FOR ITS ESSENTIAL PURPOSE AND CAUSE INDIRECT/SPECIAL LOSSES), AND THAT THESE PROVISIONS FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES AND ABSENT THESE PROVISIONS THE ECONOMIC TERMS WOULD BE SUBSTANTIALLY DIFFERENT.

10. **Compliance**

- a. Audit Rights. Customer shall keep accurate books and records relating to its purchase and use of the Licensed Materials and obligations under this LSA during the term of this LSA and for two (2) years thereafter. Upon written request, Customer will provide Verge.io copies of Customer's books, records, and accounts relating to this LSA.
- b. Anti-Corruption. To the extent applicable, each Party acknowledges it is aware of, understands, and has complied and will comply with, all applicable U.S. and foreign anti-corruption laws, including without limitation, the U.S. Foreign Corrupt Practices Act of 1977 and other laws prohibiting bribery, corruption, inaccurate books and records, inadequate internal controls, money-laundering, and other applicable anti-corruption laws and regulations (collectively, "Anti-Corruption Laws"). Each Party affirms no one acting on its behalf will give, offer, agree, or promise to give, or authorize the giving directly or indirectly, of any money or other thing of value (including charitable donations, entertainment, gifts, hospitality, or travel) to anyone as an unlawful inducement or reward for favorable action or forbearance from action or the exercise of unlawful influence: (a) to any governmental official or employee (including employees of government-owned and government-controlled corporations or agencies or public international organizations); (b) to any political party, official of a political party, or candidate; (c) to an intermediary for payment to any of the foregoing; or (d) to any other person or entity in a corrupt or improper effort to obtain or retain business or any commercial advantage, such as receiving a permit or license, or directing business to any person. Each Party acknowledges improper payments, bribes, kickbacks, influence payments, or other unlawful provisions to any person are prohibited under this LSA.
- c. Export Controls. Customer acknowledges the Software, Services, and technologies related thereto are subject to the Export Administration Regulations (15 C.F.R. Parts 730-774 (2010)) and the economic sanctions regulations and guidelines of the U.S. Department of the Treasury, Office of Foreign Assets Control. To the extent applicable, Customer is now and will, at its sole cost and expense, remain in the future compliant with all such export control laws and regulations, and will not export, re-export, otherwise transfer any Verge.io software or technology or disclose any Verge.io software or technology to any person contrary to such laws or regulations. Customer acknowledges Verge.io makes no representation or warranty the Software may be exported without appropriate licenses or permits under applicable law, or any such license or permit has been, will be, or can be obtained.

11. **Term and Termination**

- a. Term. This LSA is effective until expiration or termination. The term of any Software license or Services is as specified in the applicable Sales Order. The term of any SOW will be as specified in such SOW and, unless otherwise specified in such SOW, will renew upon the execution of a subsequent SOW or written agreement of the Parties.
- b. Termination for Cause. In addition to any other rights of termination in this LSA, Verge.io may terminate this LSA in whole or in part upon the occurrence of any of the following: (i) Customer materially breaches this LSA and fails to cure the breach within thirty (30) days after receipt of written notice describing the material breach. The termination will be effective on the thirty-first (31st) day after receipt of the written termination notice, unless

otherwise withdrawn in writing by Verge.io. Notwithstanding the foregoing and without limiting Verge.io's right to suspend Software license keys or performance of Services, Verge.io may terminate this LSA upon written notice, stop performance of Services, and disable all Software license keys if Customer is in default for nonpayment or Verge.io does not receive the Usage Data as required or Customer otherwise interferes with the reporting mechanisms for reporting and monitoring the Software subscription and Limitations or the mechanisms to validate authorization keys, and Customer fails to remedy the issue within seven (7) days of written notice from Verge.io or (ii) Customer's assets are seized or attached in conjunction with any action against it by a third-party, Customer has taken action for the purpose of entering into winding-up, dissolution, bankruptcy, reorganization, or similar proceedings analogous in purpose or effect thereto, including making a general assignment for the benefit of its creditors, Customer becomes insolvent or admitted in writing to its inability to pay its debts as they mature, or Customer ceases operations for any reason. The termination will be effective immediately upon written notice to Customer or such later date as set forth in such notice.

- c. Additional Rights of Termination. A SOW may be terminated in accordance with its terms. Termination of one SOW will not automatically terminate any other SOW or this LSA, unless there is no other Software subscription in effect, in which case this LSA will terminate without any further action from either Party. If this LSA is terminated for any reason, all Software subscriptions and Services thereunder will automatically terminate.
- d. Obligations Upon Termination. Upon expiration or termination of this LSA, all outstanding amounts payable will become immediately due and Customer's rights to use the Software and Licensed Materials and, if applicable, receive Services will immediately terminate. Customer will certify to Verge.io in writing it has ceased using the Software within five (5) days of termination or expiration and Customer has destroyed copies of the Software.
- e. Survival. All provisions herein shall survive, by its explicit or implicit terms, the termination or expiration of this LSA until the obligations thereto have been satisfied.

12. **General Terms**

- a. Governing Law and Formal Dispute Resolution. The validity, interpretation, and enforceability of this LSA shall be governed by the laws of the State of Michigan. The Parties agree should any dispute arise relating to this LSA, they will first undertake Mediation as provided herein. If Mediation is unsuccessful and the dispute is monetary in nature, the dispute must be resolved through final and binding arbitration in Oakland County, Michigan before the American Arbitration Association under its Commercial Arbitration Rules with one arbitrator. Either Party may seek non-monetary, equitable relief such as an injunction or specific performance in the applicable state or federal court in Oakland County, Michigan or any other competent court, wherever located, to enforce this LSA.
- b. Mediation. In the event of a dispute, one Party will promptly notify the other in writing. Each Party shall sponsor a representative with authority to settle the dispute, who will attempt in good faith, to resolve the dispute within seven (7) days following the receipt of the written notice. If Mediation is unsuccessful, a Party may seek final resolution through arbitration or court as provided herein.
- c. Waiver of Jury Trial. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL, TO THE FULLEST EXTENT ANY SUCH RIGHT WILL NOW OR HEREAFTER EXIST, IN ANY PROCEEDING, CLAIM, COUNTER-CLAIM, OR OTHER ACTION INVOLVING ANY DISPUTE OR MATTER ARISING UNDER THIS LSA.
- d. Assignments. This LSA and the rights, interests, and obligations hereunder will be binding upon, inure to the benefit of and be enforceable against the Parties hereto and their respective successors and permitted assigns. Customer may not assign or otherwise transfer this LSA or its rights, interests, or obligations hereunder without Verge.io's prior written consent, which will not be unreasonably delayed, conditioned, or withheld. Notwithstanding the preceding sentence, Customer may assign this LSA to a successor in interest in the context of a change in control. All transfers of rights or duties herein in violation of this Section will be void and unenforceable as a matter of law.
- e. Relationship of the Parties. The Parties are independent contractors, and nothing in this LSA will be deemed to place the Parties in the relationship of employer-employee, principal-agent, "borrowed servant," partners, or joint

venturer. Neither Party will have any authority to bind or make commitments on behalf of the other Party for any purpose, nor will any such Party hold itself out as having such authority.

- f. Third-Party Beneficiaries. Nothing express or implied in this LSA is intended to confer, nor will anything herein confer, upon any person other than Verge.io, Customer, or their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- g. Publicity. In consideration of Customer's license rights hereunder, Verge.io may publish Customer's name, logo, trade, and/or service marks in any Verge.io customer list, sales activity, advertising, marketing, or any other form or manner of publicity for the limited purpose of indicating Customer is an end-user of the Software.
- h. Waiver. The delay or failure of either Party to enforce any of its rights hereunder will not be deemed to constitute a waiver of its future enforcement of such rights or any other rights. No waiver of any provision of this LSA will be binding upon the Parties, unless evidenced by a writing signed by an authorized representative from each Party.
- i. Severability. The provisions of this LSA are severable. Accordingly, if any provision of this LSA is determined to be invalid, illegal, or unenforceable, then such provision will be stricken and the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired. If any invalid, illegal, or unenforceable provision would be valid, legal, or enforceable if some part of it were deleted, the provision will apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- j. Force Majeure Events. Except with respect to payment obligations hereunder, either Party will be excused from any delay or failure in performance hereunder caused by reason of any occurrence beyond its commercially reasonable control or contingency beyond its commercially reasonable control, including but not limited to, fire or other elements, earthquakes, labor disputes and strikes, riots, war, governmental requirements, or telecommunication interruptions (collectively, "Force Majeure Events"). Except for payment obligations hereunder, the obligations and rights of the Party so excused will be extended for the period of time equal to the underlying cause of the delay as long as such delay remains beyond such Party's commercially reasonable control and provided such Party makes commercially reasonable efforts to keep the other Party informed of the status of the delay and promptly resume performance. Should a Force Majeure Event prevent a Party from resuming performance for more than thirty (30) days, then the other Party will have the right to terminate this LSA and disable Software license keys.
- k. Notices. Any required notices hereunder will be given in writing by certified mail, overnight express delivery service (such as Federal Express), or by priority mail by a recognized express mail vendor to the attention of "Legal Department" at the headquarters address of each Party. Notice will be deemed served when delivered or, if delivery is not accomplished by reason or some fault of the addressee, when tendered. Notice to the Designated Partner will be deemed served on Customer. Any notices to Verge.io shall also be delivered electronically to legal@verge.io and to Customer shall also be delivered electronically to the email address(es) of the Primary Contact and Designated Partner (if any). Notwithstanding the foregoing, if a provision herein provides for notice in an alternative manner, notice will be provided in the manner stated as it relates to the subject matter addressed in that provision.
- l. Entire Agreement and Precedence. This LSA and any other attachments and exhibits incorporated hereto, contains the complete and final understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous communications between the Parties, whether written or oral. In the event of a conflict between or among any terms or documents comprising this LSA such that the conflicting terms cannot reasonably or logically be interpreted together, the following order of precedence shall apply to resolve the conflict: (a) the terms herein; (b) the NDA; (c) SOWs; (d) Sales Orders; (e) the Software Support Services; (f) the Privacy Policy, except as otherwise set forth in the Confidentiality Section herein; (g) applicable Documentation; and (h) all other exhibits or addenda referencing this LSA and signed by an authorized representative of each Party. Notwithstanding the foregoing, if the Parties enter into an independent written agreement for licensing the Software or performance of Services, then such agreement takes precedence over this LSA provided it is signed by an authorized representative of each Party.
- m. Amendments. From time to time Verge.io will implement adjustments or enhancements to its Licensed Materials and service offerings, which may require Verge.io to amend or modify the terms herein. Verge.io will endeavor that

any such amendments or modifications will not increase Customer's contracted pricing nor materially impact Customer's Licensed Materials in an adverse manner. Moreover, prior to amending or modifying the terms herein, Verge.io will provide Customer at least forty-five (45) days advance notice. Notice of any such amendments or modifications will be provided by email to Customer's Primary Contact, mail, posting in the Verge.io online portal for Customer (if any), and/or or to the Designated Partner (if any). If Customer determines the proposed change will materially impact it in an adverse manner, within fifteen (15) days Customer receives notice of the proposed change it will provide Verge.io written notice explaining the adverse impact ("Amendment Objection Notice"). If no such notice is received from Customer within this timeframe, then changes to the terms herein will become effective without further action by the Parties following the notice period. Upon Verge.io's receipt of an Amendment Objection Notice, the Parties commit to negotiate, in good faith, an appropriate accommodation and will document the agreement reached in a writing signed by an authorized representative of each Party. If the Parties cannot agree within thirty (30) days of Verge.io's receipt of Customer's Amendment Objection Notice, then either Party may, upon thirty (30) days advance written notice to the other Party, terminate this LSA and the Software license keys will be disabled. The terms modified will not go into effect during the notice and discussion periods contemplated herein. The Privacy Policy and Support Software Services may be amended as set forth therein and if no such process is set forth, then such terms may be amended by Verge.io consistent with the process set forth in this subsection. The Documentation may be amended as set forth therein and if no such process is set forth, then such amended Documentation becomes effective upon publication and Customer's use of the Software or the relevant Services after the effective date of any modifications or amendments, which use will indicate Customer's acceptance of the modified or amended Documentation. No amendment or modification unilaterally offered or proposed by Customer will be valid or binding upon Verge.io unless such amendment or modification specifically refers to this LSA, is in writing, and signed by an authorized representative of each Party. Further, any purported terms or conditions Customer includes with its orders, invoices, Sales Orders, or other accounting statements, whether delivered by Customer prior to or subsequent to this LSA, are hereby expressly rejected and will not amend or modify this LSA (and nor will it be deemed as an addendum hereto).

- n. Counterparts. Any document that comprises this LSA and requires signature by the Parties may be executed in two or more counterparts, each of which will be deemed an original and all of which when taken together, will constitute one and the same instrument. Any such document may be executed using electronic signatures, and such electronic signatures will be deemed to constitute as original signatures. Transmission by facsimile or electronic mail of an executed counterpart to any such document will be deemed due and sufficient delivery of such counterpart, and a photocopy of an executed counterpart sent by facsimile transmission or electronic mail may be treated by the Parties as a duplicate original. A copy of a Party's signature will be deemed to be its original signature for all purposes hereunder.
- o. Section Headings and Interpretation. The section headings in this LSA have been included for convenience of reference only and shall not be used to construe or interpret any particular provision herein. Capitalized terms defined in the singular include the plural and vice versa. Reference to and the definition of any document will be deemed a reference to such document, including any schedules or exhibits thereto, as it may be amended, supplemented, revised, or modified.
- p. Jointly Drafted. The Parties have participated jointly in the negotiation and drafting of this LSA. If an ambiguity or question of intent or interpretation arises, this LSA will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the terms of this LSA.

remainder of page intentionally left blank

APPENDIX A: SOFTWARE SUPPORT VERGE.IO LICENSE & SERVICES AGREEMENT

This Appendix A to the Verge.io License & Services Agreement sets forth the terms for Software Support Services, including the hours and contact information for help desk service support. Help desk service support is only available if Customer is current with payment for all Verge.io Services.

Prior to initiating contact with Verge.io for help desk service support:

Customer shall perform an initial diagnosis to assess the issue and whether there is an existing solution based on the Characteristics. Customer shall transmit diagnostic information via the Verge.io Issue Tracking System ("Issue Report"). It is recommended Customer test all workarounds and issue corrections in a test environment before applying them on a production environment.

Online Support: <https://www.verge.io/support/>

→ dedicated for addressing a Trivial Issue or Feature Request/Software Enhancement, however online support is also available to address a Minor Issue

Email Support: support@verge.io

→ dedicated for addressing a Minor Issue, however email support is also available to address a Trivial Issue or Feature Request/Software Enhancement

Telephone Support: **855.855.8300, option 2**

→ Business Hours are 9:00 am – 6:00 pm EST, Monday through Friday excluding U.S. holidays

→ priority is given for addressing Major or Critical Issues, however help desk service support is available to address all Severity levels

→ response times are prioritized based on the Severity level

→ 24/7 help desk service support is available if it is necessary to address a Major or Critical Issue; 24/7 help desk service support is *not* available for Trivial or Minor Issues

Additional Terms

→ Verge.io reserves the right to charge Customer for technical personnel time at an hourly rate of two hundred fifty dollars (\$250) plus travel time and out-of-pocket Expenses, if any. Circumstances that justify charging Customer for technical personnel time include, but are not limited to: addressing defects not attributable to the Verge.io Software; addressing modifications by Customer to Software components; addressing issues originating from Customer's failure to properly download, install, or configure the Verge.io Software; or Customer requests assistance resolving issues unrelated to Verge.io Software such as issues pertaining to Customer's Systems or third-party software and hardware, even if provided by Verge.io to Customer. Verge.io will determine, in its sole discretion, whether circumstances warrant charging Customer technical personnel time addressing issues that do not constitute a Critical, Major, Minor, or Trivial Issue or Feature Request/Software Enhancement.

→ Customer will timely provide temporary remote IPSec VPN root access to its infrastructure to permit Verge.io technical personnel to address the Issue Report.

An Issue Report shall be accompanied with an indication of the Severity based on the Characteristics, below. Verge.io shall use commercially reasonable efforts to provide a remedy within the stated Target Timeframes. Achieving the Target Timeframes shall be dependent on the level of access and assistance provided by Customer (as applicable) and commence when Verge.io receives the Issue Report.

Severity	Characteristics	Target Timeframes
<p>Critical Issue</p> <p>preferred contact method: telephone support</p>	<p>critical issue or defect causing total software failure, severe memory leaks, unrecoverable data loss, or software is unavailable</p>	<p>receipt confirmation: within one (1) hour</p> <p>resolution start: within two (2) hours during Business Hours & within four (4) hours outside of Business Hours</p> <p>resolution update: every two (2) hours until impact has been mitigated</p> <p>availability: 24/7</p>
<p>Major Issue</p> <p>preferred contact method: telephone support</p>	<p>severely impaired functionality/performance or a single component is not functioning &, thus, unusable</p>	<p>receipt confirmation: within one (1) hour during Business Hours</p> <p>resolution start: receipt confirmation + one (1) business day</p> <p>resolution update: every two (2) business days</p> <p>availability: Business Hours</p>
<p>Minor Issue</p> <p>preferred contact method: email support</p>	<p>failure of non-critical aspects of the system & a temporary workaround is available</p>	<p>receipt confirmation: next business day</p> <p>resolution start: receipt confirmation + five (5) business days</p> <p>resolution update: upon request</p> <p>availability: Business Hours</p>
<p>Trivial Issue or Feature Request/Software Enhancement</p> <p>preferred contact method: online support</p>	<p>defect of a minor significance or cosmetic issue & a temporary workaround is available or the impairment is slight</p>	<p>receipt confirmation: next business day</p> <p>resolution start: to be determined based on current demands</p> <p>resolution update: to be determined based on current demands</p> <p>availability: Business Hours</p>