

General Terms & Conditions

These General Terms & Conditions (Terms & Conditions) shall govern the Agreements between Customer and Verge.io, Inc. ("Verge.io") identified in the Sales Order.

1. Definition

- a. Agreements mean, collectively, the Sales Order, these Terms & Conditions, and the agreements identified in the Sales Order governed by these Terms & Conditions.
- b. Customer means the company, organization, or entity identified in the Sales Order.
- c. Customer Systems means Customer's information technology resources, systems, third-party software and hardware.
- d. Designated Partner means a 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. Expenses means expenses incurred in the performing the Agreements including, but not limited to, travel, lodging, meals, courier services, and other out-of-pocket related expenses.
- f. Limitations means restrictions placed on the Software license keys issued to users.
- g. Minimum Commitment means Customer's commitment to pay a minimum charge for the Software or Software Support Services regardless of usage.
- h. Privacy Policy means Verge.io's published privacy policy, as may be updated from time to time.
- i. Sales Order means the document executed by the Parties for Customer's access to Software and Software Support Services and identifies the applicable Agreements governing such access and associated services.
- j. Software means (a) Verge.io's proprietary software platforms or applications identified in a Sales Order, (b) any Update, Upgrade, or derivative work thereto, or (c) intellectual property rights in and to the foregoing.
- k. Software Support Services means the services set forth in Support & Maintenance.
- l. Updates means bug fixes, enhancements, error corrections, modifications, patches, repairs, or replacements to the Software made generally available by Verge.io to customers who receive Software Support Services.
- m. Upgrades means new releases, features, and/or enhancements to the Software that are distinguishable from Updates by virtue of significance.
- n. Verge.io Partner means a distributor, reseller, managed services provider, or other channel sales participating entity that is authorized by Verge.io and has entered into a reseller or similar agreement with Verge.io.

Undefined capitalized terms herein shall have the meaning of capitalized terms in the Software License and Support & Maintenance.

2. Pricing and Payment Terms

- a. Overview. These pricing and payment terms 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 adjust pricing specified in its price list and add or remove items at any time. In addition, 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 Software Support Services without liability to Customer if Verge.io does not receive timely payment of undisputed amounts, whether from Customer or the Designated Partner. License keys and Software Support Services may remain suspended until all outstanding amounts are paid in full.

- b. Invoicing. Verge.io will invoice Customer consistent with the pricing set forth in the Sales Order as well as reimbursement for Expenses. 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 an invoicing term in the Sales Order conflicts with a term herein, the invoicing term in the Sales Order shall control. Absent any conflict, the terms herein shall apply to the Sales Order.
- c. 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 setup fees, credits, applicable Taxes, regulatory charges, cancellation fees, and reinstatement fees.
- d. Default for Nonpayment. Customer shall be in default if (a) payment is delinquent, (b) Verge.io issues a notice of default, and (c) the default is not cured within fourteen (14) days after receipt of the notice. If Customer is in default, Customer will be deemed in material breach and Verge.io may immediately suspend Software license keys issued or otherwise made available to Customer and suspend Software Support Services until outstanding payments are received by Verge.io and/or charge Customer interest at one percent (1%) per month, compounded monthly, of the unpaid balance. Customer shall 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 Software Support 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 the Agreements without further notice. Customer acknowledges for 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.
- e. Disputing Fees. Customer shall provide Verge.io written notice of a disputed invoice within thirty (30) days of receipt, otherwise the invoice will be deemed accurate and undisputed.
- f. Taxes. Amounts payable under the Agreements exclude 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 (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 Taxes arising from the payment of any fees hereunder, the grant of license rights hereunder, or the performance of Software Support Services, as applicable.
- g. Fee Adjustments. Verge.io may adjust the Verge.io rates and fees set forth in a Sales Order on an annual basis and not to exceed five percent (5%), 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 Support Request Issue tracking system.

3. Customer Responsibilities

- a. Customer Contact. Customer will designate a primary contact to work collaboratively with Verge.io relating to the Agreements. 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 change primary contact by providing written notice to Verge.io, which notice may be provided by email or via the Verge.io online portal.
- b. Designated Partner. 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.

- c. **Cooperation.** In connection with Customer's access to the Software and provisioning of Software Support Services, Customer shall perform the tasks and responsibilities specified in the Agreements as well as implicit assumptions thereto (Customer Responsibilities). Customer acknowledges the effectiveness of the Software and provisioning of Software Support Services is dependent upon Customer's timely and effective performance of Customer Responsibilities as well as timely decisions and approvals. Even if not specifically stated in the Agreements, Customer Responsibilities include Customer's assistance and cooperation with Verge.io whenever reasonably necessary by making Customer's personnel available to Verge.io for consultation, providing access to Customer's sites and information technology systems, and/or providing other technical, electronic, or physical information reasonably requested. Moreover, Customer is also responsible for (a) agreements with and the management of input or work by third-parties whose input or work may affect the proper functionality of the Software or Verge.io's ability to render Software Support Services and (b) third-party resources and applicable licenses and/or obtaining required consents (as to Verge.io) used or needed in connection with the proper functionality of the Software or Verge.io's ability to render Software Support Services.

4. Intellectual Property, License, and License Restrictions

- a. Verge.io is the exclusive owner of all right, title and interest, including copyrights and other intellectual property rights, in and to the Software and related derivative works, improvements, modifications or enhancements, whether created by Verge.io, Customer or any other party. If ownership of any of the foregoing does not immediately and exclusively vest in Verge.io then, without further consideration, Customer assigns ownership of the foregoing to Verge.io automatically and without further consideration or action by any party. At Verge.io's reasonable request, Customer shall perform any acts to transfer, perfect and defend Verge.io's ownership of the Software and related derivative works, improvements, modifications or enhancements.
- b. Verge.io hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to access and use the Software solely for Customer's internal business purposes. Nothing in the Agreements shall entitle Customer or those who access the Software to the object code or source code of the Software.
- c. Customer shall not, nor allow or authorize any third-party, to: (a) reproduce, allow use of, or access the Software, or sell, rent, lease, use in a service bureau, sublicense or otherwise transfer or assign its rights to access and use the Software, in whole or in part, to a third-party; (b) alter, enhance or otherwise modify or create derivative works of or from the Software; (c) disassemble, decompile, reverse engineer or otherwise attempt to derive the source code of the Software; (d) remove or destroy any proprietary markings, confidential legends or any trademarks or trade names of Verge.io or its licensors placed upon or contained within the Software; or (e) upload, post or transmit into or via the Software any viruses or unlawful, threatening, abusive, libelous, defamatory, obscene, pornographic, profane or offensive information of any kind.

5. Confidentiality

- a. For purposes of the Agreements, Proprietary Information means all technical, business, and other information of either Party which is not in the public domain disclosed by one party (Disclosing Party) to or obtained by the other Party (Receiving Party) in connection with the Agreements, whether prior to, on or after the date of the Agreements, that includes, (i) the Software and any information related to any programs, whether in source code or object code form, and any related technology, idea, algorithm or information contained therein, including any trade secrets related to any of the foregoing, (ii) services related to the Software, (iii) a party's product plans, designs, costs and prices, (iv) non-published financial information, marketing plans, business opportunities, personnel, research, development or know-how, (vi) any information designated by the Disclosing Party as confidential in writing and (vii) the terms and conditions of the Agreements.
- b. Except as expressly permitted by the Agreements, for the duration of the Agreements and for a period of three (3) years from the termination or expiration of the Agreements, the Receiving Party shall, and shall cause its employees to, treat the Proprietary Information of the Disclosing Party as confidential and secret, and not use, disclose or otherwise make available the Proprietary Information or any portion thereof to others. Any trade secret information of a party shall be maintained by the Receiving Party for as long as such information remains a trade secret.
- c. Notwithstanding anything to the contrary in this Section, nothing contained herein shall restrict the Receiving Party's right to use or disclose any Proprietary Information which: (i) becomes generally available to the public through no act of the Receiving Party; (ii) was in the Receiving Party's possession prior to the time of disclosure as established by Receiving Party in written records, and was not acquired directly or indirectly from the Disclosing Party; or (iii) is independently made available as a matter of right to the Receiving Party by others, provided such others did not acquire such information directly or indirectly from the Disclosing Party. In

addition, the Receiving Party may use or disclose Proprietary Information (a) under confidentiality restriction and on a need-to-know basis to its contractors, financial and legal advisors, its insurance company, its auditors, social and tax authorities; (b) in application of a Court's injunction; or (c) to the extent disclosure is necessary for enforcement of this Agreement.

- d. The Receiving Party shall return to the Disclosing Party, destroy or erase all Proprietary Information of the Disclosing Party in tangible form upon the written request of the Disclosing Party which request must be made within the thirty (30) days following the expiration or termination of this Agreement.

6. 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 infringes or misappropriates 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 Software or component thereof in the reasonable opinion of Verge.io is likely to become the subject of an Infringement Claim, then Verge.io will, at its option and in its sole discretion: (a) modify the Software so it is non-infringing; (b) procure for Customer the right to continue to use the Software pursuant to the Agreements; or (c) substitute for the infringing Software component with another module, product, or component, as applicable, having a functionality and performance substantially equivalent to the Software, 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 Software as contemplated in the Agreements. If none of the alternatives set forth in this Section are 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 Software or component thereof.
- 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 breach of the Agreements by Customer or its use of the Software in violation of the Agreements.
- 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 the Agreements. 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 Software in excess of the rights granted in the Agreements; (c) modification of the Software, except for modifications performed by Verge.io; (d) compliance by Verge.io with Customer's designs, instructions, requirements, or specifications; (e) Proof of Concept License

or free trial software; (f) Customer's failure to implement an Update, Upgrade, or other improvement to the Software or use of any version of the Software for which Software Support Services have been discontinued by Verge.io; or (g) Customer is in breach of the Agreements or delinquent with payment.

- 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 SOFTWARE; (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, 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 THE AGREEMENTS AND REGARDLESS OF WHETHER A CLAIM IS BASED IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AGGREGATE SUM OF THE FEES (EXCLUDING EXPENSES) PAID UNDER THE AGREEMENTS 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 or otherwise modify Customer's obligation to pay such fees and Expenses.

7. Term and Termination

- a. Term. The Agreements are effective until expiration or termination. The term of any Software license and Software Support Services are specified in the applicable Sales Order.
- b. Termination for Cause. In addition to any other rights of termination in the Agreements, Verge.io may terminate the Agreements in whole or in part upon the occurrence of any of the following: (i) Customer materially breaches the Agreements 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.
- c. Additional Rights of Termination. A Sales Order may be terminated in accordance with its terms. Termination of one Sales Order will not automatically terminate any other Sales Order or the Agreements, unless there is no other Sales Order in effect, in which case the Agreements will terminate without any further action from either Party.
- d. Obligations Upon Termination. Upon expiration or termination of the Agreements, all outstanding amounts payable will become immediately due and Customer's license to access the Software and Software Support 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 in the Agreements shall survive, by its explicit or implicit terms, the termination or expiration of the Agreements until the obligations thereto have been satisfied.

8. Miscellaneous Terms

- a. Notices. Any required notices provided under the Agreements 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.
- b. Governing Law and Formal Dispute Resolution. The validity, interpretation, and enforceability of the Agreements shall be governed by the laws of the State of Michigan. The Parties agree should any dispute arise relating to the Agreements, 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 the Agreements.
- c. 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.
- d. 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 THE AGREEMENTS.
- e. Assignments. The Agreements 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 the Agreements 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 the Agreements 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.
- f. Relationship of the Parties. The Parties are independent contractors, and nothing in the Agreements will be deemed to place the Parties in the relationship of employer-employee, principal-agent, "borrowed servant," partners, or joint venture. 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. Designated Partners, 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, Customer consents to Verge.io providing the Designated Partner with applicable Customer 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 Software Support 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.
- g. Third-Party Beneficiaries. Nothing express or implied in the Agreements are 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.
- h. Publicity. In consideration of granting Customer a license to access the Software, 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.
- i. 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 the Agreements will be binding upon the Parties, unless evidenced by a writing signed by an authorized representative from each Party.

- j. Severability. The provisions of the Agreements are severable. Accordingly, if any provision of the Agreements are 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.
- k. 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 the Agreements (and the Software license keys shall be disabled).
- l. Entire Agreement and Precedence. The Agreements, all appendices, Statements of Work, and any other documents made a part hereof or incorporated by reference, including any signed amendments, 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 the Agreements 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 Sales Order; (b) these Terms & Conditions; (c) Software License; (d) Support & Maintenance; (e) the Privacy Policy; and (f) all other appendices, Statements of Work, and other documents signed by an authorized representative of each Party. Moreover, nothing herein shall effect or terminate ongoing rights from non-disclosure agreements entered into by the Parties prior to the execution of the Agreements; provided, however, any Proprietary Information exchanged between the Parties following the execution of the Agreements shall be governed solely by the confidentiality obligations set forth in the Agreements.
- m. Amendments. From time to time Verge.io will implement adjustments or enhancements to the Software 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 access to the Software in an adverse manner. Moreover, prior to amending or modifying the terms of the Agreements, 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 the Agreements (and the Software license keys shall be disabled). The terms modified will not go into effect during the notice and discussion periods contemplated herein. The Privacy Policy and Software Support 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. Documentation pertaining to the Software 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 receipt of associated 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 the Agreements, 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 the Agreements, are hereby expressly rejected and will not amend or modify the Agreements (and nor will it be deemed as an addendum hereto).

- n. Counterparts. Any document pertaining to the Agreements, in particular the Sales Order, that 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.
- o. Section Headings and Interpretation. The section headings in the Agreements have been included for convenience of reference only and shall not be used to construe or interpret any particular provision herein.