

Software License

This Software License shall govern access to the Verge.io Software provided (1) an executed Sales Order is in place between Verge.io and Customer and (2) the Sales Order indicates these Software License terms govern Customer's access to the Software.

Undefined capitalized terms herein shall have the meaning of capitalized terms in the General Terms & Conditions.

1. Software Subscription and Associated Services

- a. <u>Sales Order.</u> The Sales Order executed by the Parties shall set forth the key terms for the Software subscription and associated services applicable to Customer.
- b. <u>Software License Type.</u> The Sales Order shall also set forth the license type, either a Subscription 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. 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, such as whether there is a limit on monthly usage.

2. Software Implementation and Associated Services

a. <u>Customer Systems.</u> Customer will, at its expense, take necessary steps including, without limitation, obtaining authorizations, consents, licenses, and sublicenses to make available to Verge.io the Customer Systems that Verge.io may reasonably require to provide the Software and Software Support Services. Customer is responsible for costs associated with its 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 Sales Order or SOW, Customer is responsible for downloading, installing, and configuring the Software. Further, Customer acknowledges if it purchases Updates or Upgrades to Software or is otherwise entitled 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 the Updates and Upgrades.

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3. Software Warranty, Exclusions, and General Disclaimer

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