HOSTED SERVICE AGREEMENT

This Hosted Service Agreement ("Agreement") between Agiloft, Inc. ("Agiloft") and $company_legal_name on behalf of itself and its Affiliates, if any, set forth below ("Customer") is effective as of the last date signed below ("Effective Date"). Agiloft or Customer may be referred to individually as a “party” or collectively as the “Parties”.

This Agreement incorporates by reference the following attachments:

- **Exhibit A** – Support
- **Exhibit B** – Supplemental Terms and Conditions for Supported Applications ("Supplemental Terms")

1. **DEFINITIONS**

   "Add-on Module" means an optional Agiloft application or functionality that is utilized to extend Edition functionality, such as Sourcing and Supplier Information Management or the Integration Hub.

   "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with a party. "Control", for the purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interest of the relevant entity.

   "Annual Subscription Fee" means the fee for a year subscription to the Hosted Service and, if applicable, Supported Applications, as described in a Quote.

   "Corrections" means any corrections, changes, or workarounds Agiloft may provide Customer for any defects, errors, or malfunctions in Agiloft’s Software Product or systems.

   "Customer Data" means any electronic data or information supplied by or for Customer and not part of Agiloft’s Software Product or Hosted Service, that is submitted, collected, processed or managed by or for Customer in conjunction with Customer’s use of the Hosted Service, Software Product, Supported Application, or Standard or Extended Enterprise Support. Customer Data does not include Usage Data.

   "Customer KnowledgeBase" means Customer Data and the configuration of business rules, workflows and other database attributes created or modified for Customer.

   "Documentation" means Agiloft’s online user guides, documentation, and help and training materials, including courses, quizzes and videos.
“Edition” means the specific package of the Agiloft product licensed, which determines the available license types and features including Supported Applications as specified in Quote.

“Force Majeure Event” means an event beyond Agiloft’s control, such as (a) an act of God or act of government, including but not limited to flood, fire, earthquake, civil unrest, act of terror; (b) provider strike or other labor problem that is not connected with an internal labor dispute for the party desiring to use Force Majeure; (c) internet service provider failure or delay, or (d) widespread, non-targeted denial of service attack, provided (in the event of c or d) the party seeking to use Force Majeure has taken commercially reasonable security efforts to prevent such a failure or attack.

“Hosted Service” means the hosting infrastructure, access and services related to the online delivery of the Software Product, or any part thereof.

“Malevolent Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“On-Premise License” means the provision of licenses, support, and upgrades for the Software Product installed on Customer’s servers.

“Other Applications” means any on or offline software application created or provided by Customer or any party other than Agiloft, that interoperate with Agiloft’s Software Product or Hosted Service (e.g., an e-signature application), excluding Supported Applications.

“Professional Service(s)” means consulting, implementation, or other professional services as described in a Quote or Statement of Work.

“Quote” means the ordering documents (e.g., Statement of Work, license quote, renewal quote) specifying the terms for the Software Product, Hosted Service, Support Service, Professional Service, and other services as applicable provided by Agiloft to Customer, including any addenda and supplements thereto.

“Software Product” means any computer programs or software, applications, or scripts created by Agiloft and licensed for use by Customer, directly or indirectly, including functionality described in the Documentation, or any part thereof, excluding Supported Applications.

“Standard Support” means the support services provided to all Hosted Service customers as documented in Exhibit A.

“Support Service” means Standard or Support or the support plan purchased by Customer as documented in Exhibit A and as specified in a Quote.

“Supported Applications” means optional third-party programs or software, applications, or scripts, ordered by Customer and licensed by Agiloft to Customer, including functionality described in the Documentation, and subject to the applicable terms set forth in Exhibit B.
“Usage Data” means non-identifiable and aggregated data and metadata, as well as usage statistics and operational metrics complied by Agiloft in connection with Customer’s usage of the Hosted Services, Software Product, Supported Applications, and Support Service.

“User” means an individual authorized to use Agiloft’s Hosted Service, Software Product, Supported Applications, or Support Service.

2. AGILOFT’S OBLIGATIONS

2.1 Hosted Service Availability and Credits. Agiloft will make the Hosted Service available to Customer pursuant to this Agreement, at the rates set forth in the applicable Quote. Company’s Affiliates may purchase subscriptions to the Hosted Service that are subject to the terms and conditions of this Agreement by executing an Order Form hereunder for as long as they continue to meet the definition of Affiliate.

As part of the Hosted Service, Agiloft will take all reasonable measures to keep uptime at or above 99.7%. If, due to Agiloft’s error, Agiloft’s hosted service is available for less than 99.7% in a given month, upon written request from Customer no later than 30 days from the end of the given month, Agiloft will credit Customer according to the following schedule:

If uptime is between 95% and 99.7% during the given month, the credit is measured as 5% of the Annual Subscription Fee prorated for the month

If uptime is less than 95% during the given month, the credit is measured as the Annual Subscription Fee prorated for the month, multiplied by the unavailability percentage for the month, subject to a maximum of 50% of the prorated monthly fee

In no event will Customer be entitled to a refund for downtime attributable to maintenance (normally conducted during the hours of 10pm-4am, PST, and most often during a weekend), security or other critical patches, or a Force Majeure event.

2.2 Software Product and Upgrades. Agiloft grants Customer licenses to use Agiloft’s Software Product, and Supported Applications as applicable, pursuant to this Agreement, at the rates set forth in the applicable Quote for the licensed Editions, Supported Applications (as applicable) and Add-on Modules. Agiloft is constantly improving Agiloft’s Software Product and wants Customer and its Users to benefit from such improvements. To that end, Agiloft will:

a) Provide to Customer Corrections on a timely basis, given the nature and scope of the defect.

b) Install upgrades of Agiloft’s Software Product to the hosted servers as soon as practicable, after such upgrades become available. Agiloft will promptly notify Customer of any upgrades that will significantly affect Customer’s program functionality.

c) Make release notes available to Customer and identify any significant impact upgrades may have on existing customizations.
2.3 Technical Support. Agiloft will provide Agiloft’s Standard Support to Customer at no additional charge or the support plan purchased by Customer at the rates set forth in the applicable Quote. As part of the Standard Support:

a) Agiloft will provide Customer with support for the most recent release of Agiloft’s Software Product. Following any new release, Agiloft will also provide Customer with support for the immediately prior version of Agiloft’s Software Product for a period not to exceed four (4) months.

b) Agiloft’s Standard Support covers support on standard functionality and Software Product defects. It does not include the provision of customization advice or Professional Services. Neither does it cover problems caused by Customer’s system administrator, such as Customer’s accidental or inadvertent destruction of Customer’s own data or Force Majeure.

c) Further details of Agiloft’s Support Service are incorporated and attached as Exhibit A.

2.4 Professional Services. Agiloft will provide Professional Services as specified in an applicable Quote or Statement of Work.

2.5 Customer Data. Agiloft will take organizational, physical, and technical precautions to protect the security of Customer Data, as described in the Documentation and any applicable addenda and/or amendments. Such precautions will include measures for preventing access, use, modification or disclosure of Customer Data by Agiloft’s employees and contractors except (a) to provide the Hosted Service and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 7.4 (Compelled Disclosure) below, or (c) as Customer expressly permits in writing or by contracting with Agiloft for Professional Services for Customer Data processing and import. Customer’s Data may be exported by Customer at any time while this Agreement is in effect, using the standard administrative interface.

3. RESTRICTIONS ON USE

3.1 Usage Limits. Agiloft’s Software Product is subject to usage limits, including those based on the Edition, Add-on Modules, Supported Applications (if applicable) and on the number and type of licenses purchased. The applicable Quote will specify the Edition, Add-on Modules, Supported Applications (if applicable and not part of the specific Edition), and the permitted number of licenses of each type and their appropriate usage, and Customer agrees to stay within the defined license restrictions. If Customer exceeds a contractual usage limit, Agiloft may work with
Customer to seek to reduce Customer’s usage so that such usage conforms to the limit. If, notwithstanding Agiloft’s efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer agrees to pay for the additional necessary licenses or services promptly upon Agiloft’s providing Customer with a new Quote, and/or pay any invoice for excess usage in accordance with Section 5.2 (Invoicing and Payment).

3.2 \textbf{Usage Control.} Customer is responsible for User compliance with this Agreement, as it applies to the accuracy, quality and legality of Customer’s KnowledgeBase, including the means by which Customer acquires Customer Data. Customer agrees to use commercially reasonable efforts to prevent unauthorized access to or use of Agiloft’s Hosted Service or Software Product (including any applicable Supported Applications), and to notify Agiloft promptly of any such unauthorized access or use. Customer agrees to use Agiloft’s Hosted Service and Software Product, including any Add-on Modules and Supported Applications, only in accordance with this Agreement, the Quote, the Documentation and applicable laws and government regulations. It is Customer’s responsibility to comply with any terms of service for Other Applications that Customer uses in conjunction with Agiloft’s Hosted Service or Software Product.

3.3 \textbf{Usage Restrictions.} Customer will not, and will not permit its Users to: (a) use the Hosted Service or Software Product (including any applicable Supported Applications) in violation of the terms of this Agreement; (b) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Hosted Service or Software Product (including any applicable Supported Applications); (c) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Hosted Service or Software Product (including any applicable Supported Applications); (d) access the Hosted Service or Software Product (including any applicable Supported Applications) to create a similar or competitive product or service; (e) attempt to circumvent any user limits, timing, or use restrictions that are built into the Hosted Service or Software Product (including any applicable Supported Applications); (f) encumber, transfer, sell, resell, license, sublicense, assign, distribute, rent, lease, or otherwise use the Hosted Service or Software Product (including any Add-on Modules and Supported Applications) except as expressly provided by this Agreement; (g) alter, remove, deface, or destroy any copyright, trademark, or other proprietary markings or legends in the Hosted Service or Software Product (including any applicable Supported Applications); (h) use the Hosted Service or Software Product (including any applicable Supported Applications) in a manner or in connection with any activity that would violate any law, rule or regulation, including those related to discrimination, privacy, data protection, and third-party intellectual property rights; (i) use the Customer’s KnowledgeBase or the Hosted Service or Software Product (including any applicable Supported Applications) to store or transmit Malevolent Code.

Customer will not copy the Hosted Service or any part thereof, including a feature, function or user interface, except as permitted in writing by Agiloft. Customer will not frame or mirror any
part of any Agiloft’s Hosted Service or Software Product, other than framing on Customer’s own intranets or otherwise for Customer’s own internal business purposes or as permitted in the Documentation.

Should Customer violate this Section 3.3, Agiloft has the right to suspend Customer’s use of the Hosted Service or Software Product (including any applicable Supported Applications) until the violation is fixed.

3.4 Test Licenses. Customer may purchase test licenses of the Software Product (including any applicable Supported Applications) for use in development and testing. Any additional fees associated with such licenses will be set forth in the Quote.

3.5 External-Facing Hosted Service Behavior. Customer and its Users are solely responsible for complying with applicable law in any use of cookies or other tracking technologies, as well as the U.S. Digital Millennium Copyright Act. In addition, if Customer or its Users engage in any of the following activities, Customer may be deemed in material breach of this Agreement:

a) Customer may not use or allow the use of the Hosted Service to display, store, process or transmit: corrupted files, hoaxes, frauds such as pyramid schemes or any other items of a destructive or deceptive nature; material that infringes or misappropriates a third party’s intellectual property or proprietary rights; that violates a third-party’s privacy rights; that violates applicable law; that is excessively profane; that is hateful or violent; that advocates racial or ethnic intolerance; that is intended to advocate or advance computer hacking or cracking; illegal software; Malicious Code; or any other material that violates or encourages conduct that would violate any criminal laws, any other applicable laws, or any other third party rights.

b) Customer may not use, or allow anyone else to use the Hosted Service to: generate or facilitate unsolicited commercial email (spam). Spam activity includes, but is not limited to: sending email in violation of the CAN-SPAM Act or any other applicable anti-spam law; imitating or impersonating another person or email address, creating false accounts for the purpose of sending spam; mining or harvesting any web property (including any data not belonging to Customer) to find email addresses or other user account information; sending unauthorized mail via open, third-party servers; and sending email to users who have requested removal from a mailing list.

c) Unless Customer’s business legally engages in such activities, Customer may not use, or allow anyone else to use, the Hosted Service in connection with illegal peer-to-peer file sharing; to engage in or promote gambling, to run a gambling operation; to sell, distribute or export prescription drugs or other controlled substances; to sell, distribute or promote drug paraphernalia; to corrupt minors; or to access any other service or website, directly or indirectly, in a manner that violates the terms for use of or access to such service or website.
3.6  **Removal of Software Product and Other Applications.** If a third party contends that any content in Agiloft’s Hosted Service or Software Product, including for this Section 3.6, applicable Supported Applications, violates applicable law or third-party rights, and if Agiloft is directed to remove such content, Agiloft will remove the content as soon as practical in an upgrade to Agiloft’s Software Product. If Agiloft receives information that integration with any Other Application in a Customer Knowledgebase may violate the terms set forth in this Section 3 or applicable law or third-party rights, and if Agiloft so notifies Customer, Customer will promptly disable or modify such integration with the Other Application to resolve the potential violation. If Customer does not take the actions described in this subsection, Agiloft may disable Customer’s use of the applicable Software Product, Hosted Service, applicable Supported Application, or Other Application, or any part of any of these, until the potential violation is resolved.

3.7  **Export Compliance.**

Each party hereby certifies that it has not been designated as a person who or that is prohibited from receiving certain technical data by any foreign or U.S. governmental agency, including the U.S. Treasury Department (under its List of Specially Designated Nationals) or the U.S. Commerce Department (under its Denied Persons or Entity List). Customer also covenants (i) not to export or re-export, directly or indirectly, any regulated technical data, alone or embodied in any product, in violation of any U.S. or foreign export control laws or regulations and (ii) not to use any regulated technical data, alone or embodied in a product, for purposes prohibited by any U.S. or foreign export control laws or regulations, including for nuclear, chemical or biological weapons proliferation purposes.

3.8  **Anti-Corruption.** Neither party has received, been offered, solicited, or accepted any illegal (in accordance with applicable State and Federal law) or improper bribe, kickback, payment, gift, or thing of value from any of either party’s employees or agents in connection with this Agreement.

3.9  **Anti-Terrorism.** Neither Party is in violation of any U.S. Anti-Terrorism Law (including applicable Executive Orders) or engages in or conspires to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Terrorism Law.

4.  **OTHER APPLICATIONS**

4.1  **Acquisition of Other Applications and Hosted Service.** Any rights or obligations associated with the acquisition by Customer of other applications, products or services, and any exchange of data between Customer and any third-party provider, are held between Customer and that provider. Agiloft does not warrant or support Other Applications.

4.2  **Other Applications and Customer KnowledgeBase.** If Customer installs or enables any Other Application for use with the Hosted Service or Software Product, Customer may be required to grant permission to the provider of that Other Application to access the Customer
KnowledgeBase as required for the interoperation of that Other Application with the Hosted Service or Software Product. Agiloft is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any Other Application.

4.3 Integration with Other Applications. The Hosted Service or Software Product may contain features designed to interoperate with Other Applications. To use such features, Customer may be required to obtain access to Other Applications from their providers and may be required to grant Agiloft access to Customer account(s) for the Other Applications. If the provider of the Other Application ceases to make the Other Application available for interoperation with the corresponding Hosted Service or Software Product on reasonable terms, or changes the API (application programming interface) in a manner that breaks the integration with the Software Product or Hosted Service, Customer will not be entitled to any refund, credit, or other compensation.

5. BILLING

5.1 Fees and Expenses. Customer agrees to pay all fees as set forth in the applicable Quote. Except as otherwise stated herein, Customer agrees that fee payment obligations are non-cancelable, and fees paid are non-refundable. Customer understands that licenses and services purchased can be increased at any time but cannot be decreased until the end of the applicable term. Any travel expenses shall be pre-approved by Customer and will be billed at actual travel and lodging costs and a fixed per diem of the greater of $75.00 USD or the applicable rate set by the US Government General Services Administration.

5.2 Invoicing and Payment. Customer will provide Agiloft with a valid purchase order or alternative payment authorization documents acceptable to Agiloft. Agiloft accepts ACH, wire transfers, checks, credit card, and if applicable, P-Card payments. If Customer opts for credit card or P-Card payment, Customer authorizes Agiloft to charge such card for the Hosted Service and Software Product as set forth in the Quote for the initial term and any authorized renewal term(s) as described in Section 11.2 (Renewal) and Section 11.4 (Termination). If Customer chooses to pay by credit card and/or P-Card payments, such payments will be subject to a three percent (3%) service fee. Agiloft will invoice Customer in accordance with the relevant Quote.

5.3 Payment Due Dates. Unless otherwise stated in the Quote, invoiced charges are due 30 (thirty) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Agiloft and notifying Agiloft of any changes to such information.

5.4 Overdue Invoices. If any invoiced amount is not received by Agiloft by the due date, then without limiting Agiloft’s rights or remedies, those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

5.5 Suspension of Service and Acceleration. If any amount owed by Customer for Agiloft’s Hosted Service is 30 (thirty) or more days overdue, Agiloft may, without limiting its other rights and remedies, (a) accelerate Customer’s unpaid fee obligations for any (i) unpaid license fees due
or (ii) services performed, so that all such obligations become immediately due and payable, and (b) suspend Agiloft’s Hosted Service to Customer until such obligations are paid in full. Agiloft will give Customer at least 10 (ten) days’ prior notice that Customer’s account is overdue, in accordance with Section 12.2 (Manner of Giving Notice), before suspending Hosted Service to Customer.

5.6 Payment Disputes. Agiloft will not exercise our rights under Section 5.4 (Overdue Invoices) or Section 5.5 (Suspension of Service and Acceleration) above if Customer is disputing the relevant charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.7 Taxes. Customer is responsible for paying any required taxes not invoiced by Agiloft for any purchase under this Agreement.

5.8 Prospective Functionality. Customer acknowledges that Customer’s purchase of Agiloft’s Hosted Service or Software Product is not contingent on the delivery of any prospective functionality or features, or dependent on any oral or written comments made by Agiloft regarding future functionality or features.

6. PROPRIETARY RIGHTS AND LICENSE GRANTS

6.1 Reservation of Rights. Agiloft and, as applicable, Agiloft’s suppliers, own and retain all rights, title, and interest in and to the Software Product (including, for this Section 6.1, applicable Supported Applications) and all derivatives, features, modifications, and updates thereto. Customer may only access and use Agiloft’s Software Product in accordance with this Agreement. No rights are granted to Customer to the Software Product other than as expressly set forth herein. Customer will ensure that its users comply with the applicable terms and conditions of this Agreement and Customer is fully responsible for its User’s activity in connection with Software Product.

6.2 License by Agiloft to use Agiloft’s Software Product. Agiloft grants to Customer a specific number of limited, non-exclusive, non-sublicensable, revocable, non-transferable licenses, to use Agiloft’s Software Product, including for this Section 6.2, applicable Supported Applications, pursuant to the applicable Quote and this Agreement.

6.3 License by Customer to Host Customer’s KnowledgeBase. Customer grants Agiloft a worldwide, royalty-free, non-exclusive license, fully sublicensable (solely to Agiloft’s sub-processors) to host Customer’s KnowledgeBase, and any Other Applications and program code created by or for Customer, as necessary in conjunction with Customer’s use of Agiloft’s Hosted Service and, as applicable, Supported Applications. Subject to the limited licenses granted herein, Agiloft, including its suppliers, acquires no right, title or interest in or to Customer’s KnowledgeBase, Customer’s Data, or any Other Application.

6.4 Feedback. With respect to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users relating to the
Software Product, Hosted Services, and Supported Applications, including any features and/or functionality thereof (collectively, “Feedback”), Customer grants to Agiloft a non-exclusive, worldwide, perpetual, irrevocable, freely sublicensable and fully transferable license to make, use, sell, reproduce, create derivatives of, display or otherwise practice the Feedback. Agiloft will not publicly associate such Feedback with Customer without prior written consent.

6.5 **Federal Government End Use Provisions.** Agiloft provides the Hosted Service, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Hosted Service include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data - Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not granted under these terms, it must negotiate with Agiloft to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.

6.6 **Third Party Software.** Agiloft’s Software Product may contain software that originated with third parties, and without limiting the general applicability of the other provisions of this Agreement, Customer agrees: (a) the right, title and interest to any third-party software incorporated in the Software Product remains with the third-party, that supplied the same; and (b) Customer will not distribute, disseminate, or otherwise provide any such third-party software available with the Software Product, in any manner, outside the scope set forth in this Agreement.

6.7 **Usage Data.** Agiloft may use Usage Data (during and after the Term) for the purposes of implementing, maintaining, and improving Agiloft products and fulfilling its obligations herein. Agiloft will not disclose Usage Data to any third-party in a manner that identifies Customer or contains any Customer Data.

7. **CONFIDENTIALITY**

7.1 **Definition.** "Confidential Information" is all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, either expressly designated as confidential or that should reasonably be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information may include, but is not limited to, business information or ideas, trade secrets, proprietary data, personnel data, suppliers, procedures, cost of merchandise, sales data, price lists, financial information, business plans, prospect names, business opportunities, confidential business reports, customer lists, data or contracts, computer software usage, technical reports on products and services, product data or specifications, technical know-how, formulae,
diagrams, flow charts, drawings, source code, object code, program listings, test results, processes, inventions, research projects or product development.

7.2 **Exceptions.** Confidential Information will remain the exclusive property of the Disclosing Party, unless and until the Receiving Party can prove that it (a) became publicly known through no fault of the Receiving Party, (b) was properly and lawfully known to Receiving Party, without restriction, prior to disclosure by the Disclosing Party, (c) became properly and lawfully available to Receiving Party through a third party, or (d) was independently developed by Receiving Party without reference to or use of the Disclosing Party’s Confidential Information.

7.3 **Standard of Protection.** Receiving Party will hold in confidence and not disclose Confidential Information to anyone, except as necessary to carry out the terms of this Agreement, or as authorized by the Disclosing Party in writing, and agrees to limit access to Confidential Information of the Disclosing Party to employees and contractors of the Receiving Party who have signed confidentiality agreements containing protections no less stringent than those herein.

7.4 **Compelled Disclosure.** If Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, Receiving Party agrees to give Disclosing Party prompt notice of the compelled disclosure. Receiving Party further agrees to give reasonable assistance to Disclosing Party, to the extent legally permitted, and at Disclosing Party’s cost, in any contest by Disclosing Party to the compelled disclosure.

8. **WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS**

8.1 **Representations.** Each party represents that it has entered into this Agreement in good faith and has the legal power to do so.

8.2 **Guarantee.** Agiloft offers a 90 (ninety) day guarantee on the initial purchase of its Hosted Service and Software Product. Customer may cancel the Hosted Service for any reason within 90 days of the Effective Date of Agreement. To cancel the order and receive a complete refund of hosted service fees, Customer should notify Agiloft per Section 11.4(d).

8.3 **Limited Warranties.** Agiloft warrants that it will not materially decrease the overall security of the Hosted Service during the applicable term; that the Hosted Service will perform materially in accordance with the applicable Documentation, that, subject to Section 4.3 (Integration with Other Applications), Agiloft will not materially decrease the functionality of the Hosted Service during the current term, and that the Hosted Service and Software Product will not introduce Malevolent Code into Customer systems.

8.4 **Mutual Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, OR, FOR APPLICABLE SUPPORTED APPLICATIONS, AS EXPRESSLY PROVIDED IN EXHIBIT B, THE SOFTWARE PRODUCT, ANY THIRD PARTY SOFTWARE, SUPPORTED APPLICATIONS, AND HOSTED SERVICE ARE PROVIDED "AS IS" AND NEITHER AGILOFT NOR CUSTOMER MAKES ANY WARRANTY OF ANY KIND, WHETHER OR
NOT EXPRESS, IMPLIED, STATUTORY NOR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY SOFTWARE OR HOSTING PROVIDERS. AGILOFT MAKES NO REPRESENTATION AND WARRANTY WHATSOEVER WITH RESPECT TO THIRD PARTY SOFTWARE INCORPORATED INTO THE SOFTWARE PRODUCT.

9. INDEMNIFICATION

9.1 Agiloft’s Indemnification Obligations. Subject to the limitations set forth above in Section 8.4, Agiloft will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that Customer’s use of the Software Product or Hosted Service in accordance with this Agreement infringes or misappropriates such third party's intellectual property rights, and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of such a claim against Customer, or for amounts paid by Customer under a settlement approved by Agiloft in writing of such a claim, provided Customer (a) promptly gives Agiloft written notice of such a claim, (b) gives Agiloft sole control of the defense and settlement of such a claim, except that Agiloft may not choose to settle any such claim unless it unconditionally releases Customer of all liability, and (c) gives Agiloft all reasonable assistance, at Agiloft’s expense.

If Agiloft receives information about an infringement or misappropriation claim related to Agiloft’s Software Product or Hosted Service, Agiloft may choose, in our discretion and at no cost to Customer, to (x) modify the Software Product or Hosted Service so that it no longer infringes or misappropriates, without breaching Agiloft’s warranties under Section 8.3 (Limited Warranties), (y) obtain a license to allow for Customer’s continued use of the Software Product or Hosted Service in accordance with this Agreement, or (z) terminate Customer’s use of our Software Product or Hosted Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term. The above defense and indemnification obligations do not apply to the extent a claim against Customer arises from alleged infringement or misappropriation in Customer’s KnowledgeBase, any Other Application or Customer’s breach of this Agreement.

9.2 Customer’s Indemnification Obligations. Subject to the limitations set forth above in Section 8.4, Customer will defend Agiloft against any claim, demand, suit or proceeding made or brought against Agiloft by a third party alleging that Customer’s KnowledgeBase, or Customer’s use of the Hosted Service or Software Product in breach of this Agreement, infringes or misappropriates such third party's intellectual property rights or violates applicable law, and will indemnify Agiloft from any damages, attorney fees and costs finally awarded against Agiloft as a result of such a
claim, or for any amounts paid by Agiloft under a settlement approved by Customer in writing, of such a claim against Agiloft, provided Agiloft (a) promptly gives Customer written notice of such a claim against Agiloft, (b) gives Customer sole control of the defense and settlement of such a claim against Agiloft, except that Customer may not settle any such claim against Agiloft unless it unconditionally releases Agiloft of all liability, and (c) gives Customer all reasonable assistance, at Customer’s expense.

9.3 **Exclusive Remedy.** This Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. **LIMITATIONS OF LIABILITY**

10.1 **EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 10.3 AND 10.4 BELOW, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM THE LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF PRODUCTION OR USE, OR THE INCREASED COSTS OF DOING BUSINESS, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, OR OTHERWISE, AND EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

10.2 **EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 10.3 AND 10.4 BELOW, EACH PARTY’S CUMULATIVE AGGREGATE LIABILITY TO THE OTHER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ALL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL BE LIMITED TO THE GREATER OF THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE (THE “CAP”). THIS LIMITATION DOES NOT LIMIT CUSTOMER’S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT.**

10.3 **A PARTY’S CUMULATIVE AGGREGATE LIABILITY TO THE OTHER ARISING OUT A BREACH OF SECTION 7 (CONFIDENTIALITY) WILL NOT EXCEED THE GREATER OF TWO TIMES (2X) THE CAP SET FORTH IN SECTION 10.2 AND $150,000.00 USD.**

10.4 **ANY LIMITATIONS OR EXCLUSIONS OF LIABILITY SET FORTH ABOVE DO NOT APPLY TO: (I) CLAIMS ARISING OUT OF EITHER PARTY’S GROSS NEGLIGENCE, WILFUL MISCONDUCT, OR FRAUD; (II) A PARTY’S MISAPPROPRIATION OF THE OTHER PARTY’S TRADE SECRETS OR INFRINGEMENT OF THE OTHER PARTY’S COPYRIGHTS OR TRADEMARKS; (III) ANY OTHER LIABILITY THAT CANNOT BE LIMITED UNDER APPLICABLE LAW.**

11. **RENEWALS AND TERMINATION**

11.1 **Term of Agreement.** Unless terminated in accordance with this Section, this Agreement commences on the Effective Date and continues for the later of (a) the term set forth in the Quote
11.2 **Renewal.** Agiloft will provide Customer the renewal Quote, as described in this Section 11.2, at least 90 (ninety) days prior to the end of the current Term. At the end of the Term, the Agreement will renew for the same length of time as the Initial Term and in accordance with this Section 11.2 unless a) a different length renewal Term is agreed upon by the parties in a written Quote, b) Agiloft provides to Customer written notice of non-renewal at least one hundred and eighty (180) days prior to the end of the then current Term, or c) Customer provides to Agiloft written notice of non-renewal at least sixty days prior to the end of the then current Term.

Upon renewal, the per license pricing and the hosted service pricing in the renewal Quote will be the same as Customer’s applicable pricing during the immediately prior term unless Agiloft notifies Customer in writing of a price increase at least 90 (ninety) days before expiration of the then current term.

In the event of a price increase, a) for a renewal of three (3) years, the pricing in Customer’s renewal quote will not exceed a one-time increase of five percent (5%) at the beginning of such 3-year renewal Term or b) for a renewal of one (1) year, the pricing in Customer’s renewal Quote will be based on Agiloft’s current prices at the time of the renewal.

Previous pricing discounts designated as special or one-time pricing in a Quote are excluded from the renewal Quote

If the payment for the renewal invoice is late, then upon payment, Agreement will be renewed retroactively, and all provisions shall be deemed to have been in effect continuously since the renewal date.

11.3 **Increases and Decreases.** Customer may purchase additional licenses or services at any time. If Customer is within a multi-year Term, the pricing for additional licenses or hosted services will be based on Customer’s pricing quoted at the beginning of the Term, prorated to the end of the then current contract term. If Customer is not on a multi-year Term, the pricing for additional licenses will be based on Agiloft’s current prices at the time. Decreases in service or the number of licenses must be made at the end of the then-current term, and any renewal for a decrease in licenses will be based on current pricing without regard to prior per-license pricing.

11.4 **Termination.** A party may terminate this Agreement for cause (a) upon thirty (30) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a bankruptcy petition or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, or (c) terminated by Customer as a result of purchasing On-Premise licenses, (d) by
Customer as a result of selecting the guarantee, as described in Section 8.2 (Guarantee) or (e) by Customer with written notice.

11.5 Refund or Payment upon Termination.

(a) If this Agreement is terminated by Customer in accordance with Section 11.4(a) (Agiloft’s breach), Section 11.4(b), or Section 11.4(c), Agiloft will refund, as applicable, to Customer any prepaid fees covering the remainder of the term after the effective date of termination. Termination by Customer in accordance with Section 11.4(a) (Agiloft’s breach) will additionally include a refund for the notice period.

(b) If this Agreement is terminated by Agiloft in accordance with Section 11.4(d) or Section 8.2 (90-day guarantee), Agiloft will refund to Customer all Hosted Service and license fees paid by Customer (for the Guarantee period and any prepaid fees past the effective date of termination) and any pre-paid, not yet used, Professional Service fees contracted with Agiloft.

(c) If this agreement is terminated by Agiloft for Customer’s material, uncured breach in accordance with Section 11.4(a) (Customer’s breach), Section 11.4(b), or by Customer in accordance with Section 11.4(e), termination will not relieve Customer of its obligation to pay any fees due Agiloft for the period prior to the effective date of termination, or of its obligation to pay any Hosted Service fees due Agiloft through the end of the Term.

11.6 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement, except as otherwise expressly provided in this Agreement:

(a) all rights, licenses, consents, and authorizations granted by either party to the other will immediately terminate on the date of termination or expiration, other than as is necessary for a Party to carry out surviving obligations to the other Party;

(b) the Receiving Party will take reasonable steps to destroy or erase any Confidential Information it holds of the Disclosing Party within 30 days of the date of termination or expiration, except that the Receiving Party may retain, subject to the confidentiality obligations set forth in Section 7 above, copies of Confidential Information: (i) that are securely stored in archival or computer back-up systems; (ii) to meet legal or regulatory obligations, or (iii) in accordance with bona fide record retention policies;

(b) Agiloft will continue to make Customer Data available to Customer for export or download by Customer as provided in the standard administrative interface Documentation for 30 days after the termination date. After that 30-day period, Agiloft will have no obligation to maintain or provide Customer Data and will delete or destroy all copies of Customer Data in our systems or otherwise in our possession or control, unless prohibited by applicable law from doing so.
11.7 **Surviving Provisions.** Sections that by their nature and context are intended to survive termination or expiration of this Agreement will so survive, including, but not limited to, those Sections entitled "Fees and Expenses," "Proprietary Rights and Licenses," "Confidentiality," "Warranties, Exclusive Remedies and Disclaimers," "Indemnification," "Limitation of Liability," "Renewals and Termination," and "General Provisions."

12. **GENERAL PROVISIONS**

12.1 **Entire Agreement.** This Agreement is the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted.

12.2 **Manner of Giving Notice.** All notices, permissions and approvals given under this Agreement shall be in writing and shall be deemed to have been provided upon: (a) personal delivery, (b) the second business day after first class mailing, or (c) one day after receipt of an email sent to the email address of notice, or (d) one week after international express mailing. All notices to Agiloft under this Agreement shall be addressed to Agiloft, Inc., 460 Seaport Court, Suite 200, Redwood City, CA 94063, ATTN: Legal Department with a copy to legal@agiloft.com. All billing or account notifications to Agiloft shall be sent to ar@agiloft.com. Billing-related notices to Customer shall be addressed to the relevant billing contact or email address designated by Customer, or as set forth on the applicable Quote, or as set forth below. Notices to Customer shall be addressed as specified below, with the exception of Hosted Service notifications to be addressed to the Agiloft system administrator designated by Customer.

12.3 **Consent to Governing Law and Exclusive Jurisdiction.** Each party agrees to the applicable governing law of the following jurisdictions, without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of their courts as follows.

   a) Each party agrees to participate, in good faith, in informal and confidential dispute resolution prior to bringing any claim against the other in a court of competent jurisdiction.

   b) If Customer is located in the United States, or anywhere not specifically identified in this Subsection 12.3, this Agreement shall be governed by the laws of the State of California and adjudicated in the state courts located in San Mateo County, California, or if required by law, the federal courts of the Northern District of California.

   c) If Customer is located in Europe, including Greenland, in the Middle East or in Africa, this Agreement will be governed by the laws of England, and adjudicated in the courts located in England. The parties to this Agreement do not intend that any of its terms will be
enforceable by virtue of the Contract (Rights of Third Parties) Act (UK) 1999 by any person not a party to this Agreement.

d) If Customer is located in Asia (including Pakistan, Sri Lanka, Kazakhstan, Kyrgyzstan, the Russian Federation, Tajikistan, Turkmenistan and Uzbekistan) or in the Pacific Rim, this Agreement will be governed by the laws of the Republic of Singapore and adjudicated in the courts of the Republic of Singapore. The parties to this Agreement do not intend that any of its terms shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act (Cap. 53B) (Singapore) by any person not a party to this Agreement.

12.4 Order of Precedence. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) this Agreement and as applicable, addendums and amendments, and (2) the applicable Quote or Statement of Work and any accompanying professional services agreement.

12.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent, not to be unreasonably withheld, unless as part of a merger or sale of substantially all of the assigning party’s assets.

12.6 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.7 Prevailing Party. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney’s fees.

12.8 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.9 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
THE PARTIES HEREBY EXECUTE THIS AGREEMENT AS OF THE LAST DATE BELOW.

<table>
<thead>
<tr>
<th>$company_name</th>
<th>Agiloft, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Individual signing:</td>
<td>Individual signing:</td>
</tr>
<tr>
<td>Signature:</td>
<td>Signature:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Customer address for notice: Agiloft address for notice:</td>
<td></td>
</tr>
<tr>
<td>Agiloft, Inc. 460 Seaport Court #200 Redwood City, CA 94063</td>
<td>Agiloft, Inc. 460 Seaport Court #200 Redwood City, CA 94063</td>
</tr>
<tr>
<td>Customer contact and email for billing: Attn: Accounts Receivable</td>
<td>Attn: Accounts Receivable</td>
</tr>
</tbody>
</table>
EXHIBIT A – SUPPORT

1. SUPPORT SERVICE PLANS

A  STANDARD SUPPORT

a) Agiloft provides a web-based Support Portal and online documentation at the Help Wiki. Customers are provided with logins to Agiloft’s Support Portal and may self-register. The Support Portal is used to submit requests for support or questions, to request new implementation work, and to search for answers to FAQs. Customers are notified as support tickets move through the process to resolution. The Support Portal is available 24/7 for submitting and updating tickets and for accessing FAQs and is staffed during Standard Support hours for customers with Standard Support.

b) Agiloft provides telephone support with a U.S. based support telephone number during Standard Support hours at 650-459-5637, Ext. 3 for Support, or US/Canada Toll-free: 888-727-2209, Ext. 3 for Support.

c) Standard Support hours are Monday-Friday, 7:30 am to 8:00 pm EST except holidays in the US, and during business hours in other countries.

d) Telephone calls may be logged in Agiloft’s Web-based customer Support Portal, depending upon the content of the call and whether or not an immediate resolution is provided.

e) Customer personnel view only their own support tickets by default; upon request, they may be permitted to view all support tickets from Customer’s employees. Agiloft support services are not provided to Customer’s customers, vendors, or other external users.

f) Agiloft provides a Security Information Packet consisting of our CAIQ and SIG security documents, our SOC2 report, an external audit penetration report, and our IT Disaster & Recovery document. Completion of Customer security questionnaires and documents is available as a Professional Service and is quoted based on the requirements.

B  GOLD AND PLATINUM SUPPORT

The Gold and Platinum support plans provide for enhanced support coverage such as 24x5 or 24x7 support, reduced initial response time, and additional features as shown in the table below.
2. PROBLEM CLASSIFICATION

Support tickets are placed into three general categories as follows:

- **Support Issue** - a question about standard Agiloft functionality that does not involve changes to the core Software Product, although it may involve changes to the configuration made by the administrator using their browser. Support Issues can generally be resolved by Customer’s administrator within a few hours of submission based on advice provided by support staff.

- **Enhancement Request** - request to add functionality to the core Software Product. Enhancement requests may be scheduled at Agiloft’s discretion, based on the perceived usefulness of the request for other customers. Note that enhancement requests may also be performed as paid custom development at Customer’s request, should Agiloft choose not to incorporate them as a general enhancement.
• Bug - a defect in the core Software Product. Agiloft shall respond to and use reasonable commercial
efforts to resolve issues deemed to be Bugs in accordance with Section 3 below, which priority shall be
determined in good faith by Customer. Because it is usually possible to accomplish the same task in
more than one way in Agiloft, Agiloft is often able to provide reasonable workarounds to any functional
bugs.

3. PRIORITY RESPONSE TIMES FOR PROBLEMS

The following Initial Response Times and Target Resolution times are for handling issues that have been
classified as Bugs. The hours during which Agiloft is obligated to work on problem resolution are restricted to
Standard Support hours, which are from 7:30 am to 8:00 pm EST, Monday through Friday, except on federal
holidays unless Customer has the Gold, Platinum, or other extended support plan.

If a System Down issue is submitted during standard business hours, Agiloft will continue working on it outside
of those hours until resolved, provided the resolution is within Agiloft’s control (i.e., Agiloft staff have necessary
access to the hosted server and Customer personnel are available as needed). Agiloft will use commercially
reasonable efforts to meet the response times and resolution targets set forth in this Section. For timely
resolution, particularly of System Down or Critical issues, you may be requested to provide admin login access.

<table>
<thead>
<tr>
<th>Priority</th>
<th>Standard</th>
<th>Gold</th>
<th>Platinum</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Initial Response Time</td>
<td>Target Resolution</td>
<td>Initial Response Time</td>
</tr>
<tr>
<td>System Down</td>
<td>30 minutes</td>
<td>30 – 60 minutes</td>
<td>30 minutes</td>
</tr>
<tr>
<td>Critical</td>
<td>4 hours</td>
<td>4 – 8 hours</td>
<td>1 hour</td>
</tr>
<tr>
<td>High</td>
<td>8 hours</td>
<td>See Target Resolution below*</td>
<td>4 hours</td>
</tr>
<tr>
<td>Medium</td>
<td>12 hours</td>
<td>See Target Resolution below*</td>
<td>8 hours</td>
</tr>
<tr>
<td>Low</td>
<td>24 hours</td>
<td>See Target Resolution below*</td>
<td>24 hours</td>
</tr>
</tbody>
</table>
## Priority Descriptions

<table>
<thead>
<tr>
<th>Priority</th>
<th>Description</th>
<th>*Target Resolution Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>System Down</td>
<td>The production system is rendered inoperable due to a system software failure</td>
<td>Engineering and/or support staff assigned as needed 24/7 until the problem is resolved, providing regular status updates.</td>
</tr>
<tr>
<td>Critical</td>
<td>A major program function is affected by a software failure, with material productivity impact</td>
<td>Engineering and/or support staff assigned to reach resolution and/or determine a workaround, providing regular status updates.</td>
</tr>
<tr>
<td>High</td>
<td>A minor program function is affected by a software error, a problem occurs infrequently, or a workaround has been provided.</td>
<td>If a workaround can be provided, the correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a week.</td>
</tr>
<tr>
<td>Medium</td>
<td>A minor program function is affected by a software error and a problem occurs that is not readily reproducible, or a workaround has been provided.</td>
<td>If a workaround can be provided, any correction will be scheduled for the next regular upgrade. If not, a correction will typically be provided within a month.</td>
</tr>
<tr>
<td>Low</td>
<td>An issue with negligible impact or a how-to question</td>
<td>If a workaround or answer can be provided, the correction may be made at discretion of Agiloft, based on its relevance to other customers.</td>
</tr>
</tbody>
</table>

### 4. EXCLUSIONS

Unless otherwise specified in an extended support plan, Support is intended to cover standard functionality and software defects. It does not include the provision of configuration advice and consulting services. If the issue is specific to the particular configuration of the Customer KnowledgeBase or requires that Agiloft access and review the Customer KnowledgeBase in order to provide a solution, it is classified as Consulting and is not covered under the support contract. Consulting may be purchased separately as set forth the applicable Quote.

Problems caused by or arising from the following will not be considered "problems" for the purposes hereof and will not be subject to Agiloft’s obligation to provide Support Services:

- failure of server hardware or equipment not owned or directly controlled by Agiloft or its subcontractors;
- failure of telecommunications or internet hardware or equipment not owned or directly controlled by Agiloft or its subcontractors;
- failure directly resulting from errors made by the customer’s system administrator;
- irreversible destruction of data directly caused by direct actions taken by customer.
EXHIBIT B – Supplemental Terms and Conditions for Supported Applications

The following terms and conditions (“Supplemental Terms”) apply to Supported Applications provided to Customer by Agiloft as set forth in the Order Form (as applicable). Capitalized terms used and not defined in this Amendment have the same meaning as in the Agreement.

Agiloft may update these Supplemental Terms from time to time in its sole discretion upon written notice to Customer. Changes will be effective: (a) immediately for additions of new Supported Applications; and (b) fifteen (15) days after written notice is provided to Customer for modifications to terms and conditions for existing Supported Applications. These Supplemental Terms supersede any conflicting terms in the Agreement with respect to Customer’s use of the respective Supported Applications (as applicable).

1. Workato Integration
   1.1. Definitions. The following definitions apply to this Section 1 (Workato Integration) of the Supplemental Terms.
       A. “Workato Embedded Edition” means the version of the Workato Platform licensed to Customer by Agiloft as specified in the applicable Order Form.
       B. “Workato Platform” means the Workato hosted platform designed to connect applications and automate workflows.
       C. “Recipes” means a set of commands to the Workato Embedded Edition that request the Workato Embedded Edition carry out certain actions across software applications based on the occurrence of a designated trigger event.
       D. “Connectors” means application programming interfaces which allow the transfer of data between software applications through the Workato Embedded Edition.

   1.2. Compliance and Restrictions. Customer will not, and will not authorize any third party to: (i) interfere or attempt to interfere with the proper working of the Workato Embedded Edition or any other User’s use of the Workato Embedded Edition, including through abuse of server capacity; (ii) use the Workato Embedded Edition for any fraudulent or unlawful purpose; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Workato Embedded Edition or any software or data related to the Workato Embedded Edition; (iv) copy, alter, modify, or create derivative works of the Workato Embedded Edition or any software, source code, object code or underlying structure, design, look and feel, expression, ideas or algorithms, or documentation related to the Workato Embedded Edition, or otherwise use the Workato Embedded Edition in any way that violates the use restrictions contained in these terms or the documentation, including building any products or services that are competitive to the Workato Embedded Edition, or using similar ideas, features, functions of the Workato Embedded Edition; (v) sell, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Workato Embedded Edition; (vi) remove or otherwise alter any proprietary notices or labels from the
Workato Embedded Edition or any portion thereof; (vii) bypass any measures Agiloft or its suppliers may use to prevent or restrict access to the Workato Embedded Edition (or other accounts, computer systems or networks connected to the Workato Embedded Edition); (viii) scan or test vulnerability of the Workato Embedded Edition or related products and services without Workato’s prior written consent; or (ix) use the Workato Embedded Edition in violation of any applicable local, state, national and foreign laws, treaty or regulation, including any export control, sanctions regulations or other laws and regulations of the United States or any other jurisdiction, or a third party’s proprietary or contractual rights. Workato competitors or individuals acting on behalf of a Workato competitor may not access the Workato Embedded Edition. The Workato Embedded Edition may not be accessed for the benefit of third parties, including as service bureau, time-sharing or managed Workato arrangement, or for any benchmarking, comparative or competitive purposes unless preauthorized in writing by Workato.

1.3. **Customer Data and Usage Data.** Customer grants to Agiloft a worldwide, royalty-free, fully sublicensable (solely to Workato and Workato’s sub-processors, a list of which is available at [https://www.workato.com/legal/sub-processors](https://www.workato.com/legal/sub-processors)), non-exclusive license to use the Customer Data for which it has the right to, solely for the purposes of providing the Workato Embedded Edition and fulfilling its obligations to Customer. Customer Data does not include non-identifiable and aggregated data and metadata, as well as usage statistics and operational metrics compiled by Agiloft or its suppliers in connection with Customer’s usage of the Workato Embedded Edition.

1.4. **Recipes and Connectors.** Recipes and Connectors created by Customer are private by default, which means that only Customer has access to such Recipes and Connectors in its account. Agiloft and its suppliers will not resell or reuse or distribute, or permit any third party to resell, reuse or distribute, any private Recipe or any private Connector created by Customer. Customer can decide (at its own discretion) to share the private Recipes and private Connectors with other Workato users by marking them “public,” and, if customer decides to do so, Customer grants Workato an irrevocable, perpetual, transferable, sublicensable and worldwide license under any rights Customer owns in those Recipes and Connectors that are marked public, to view, use, copy, modify and distribute those Recipes and Connectors. Those Recipes and Connectors will become part of the broader community Recipes and Connectors made available by Workato. Customer agrees that it will not assert any claim or prosecute any action against Agiloft, Workato, or any Workato users for infringement or misappropriation of any Recipes or Connectors which are similar to, or the same as, any Recipes and Connectors created by Customer.

1.5. **Feedback.** With respect to any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Users to Workato, directly or indirectly through Agiloft, relating to the Workato Embedded Edition, including any features and/or functionality of the Workato Embedded Edition, Recipes and Connectors (collectively, “Feedback”), Customer grants Workato a non-exclusive, worldwide, perpetual, irrevocable,
freely sublicensable and fully transferable license to make, use, sell, reproduce, create
derivatives of, display or otherwise practice the Feedback. Workato will not publicly associate
such Feedback with Customer without prior written consent.

1.6. **Limited Warranty and Disclaimers.** Agiloft represents and warrants that, during the term of the
subscription, the Workato Embedded Edition will operate in accordance with and conform in all
material respects with specifications set forth in the applicable Documentation. Customer's sole
and exclusive remedy for claims under this Section 1.7 will be for Agiloft to correct the
nonconformance within a reasonable period of time. AGILOFT, ON BEHALF OF ITSELF AND IT
SUPPLIERS, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY THIRD-
PARTY APPLICATION, INCLUDING OTHER APPLICATIONS, THAT INTEROPERATE WITH WORKATO.
In using the Workato Platform, sensitive information will travel through third-party
infrastructure or products which are not under Agiloft or its suppliers’ control. AGILOFT, ON
BEHALF OF ITSELF AND ITS SUPPLIERS, MAKES NO WARRANTY TO CUSTOMER WITH RESPECT TO
THE SECURITY OF SUCH THIRD-PARTY INFRASTRUCTURES OR PRODUCTS. EXCEPT AS EXPRESSLY
SET FORTH IN THIS SECTION 1 (WORKATO INTEGRATION), THE WORKATO EMBEDDED EDITION
IS PROVIDED “AS IS” AND NEITHER PARTY MAKES ANY WARRANTY, EXPRESS OR IMPLIED, WITH
RESPECT TO ANY MATTER AND EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF NON-
INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR ANY PARTICULAR PURPOSE WITH
RESPECT TO THE SUPPLEMENTAL TERMS.

1.7. **Limitation of Liability and Damages.** TO THE EXTENT NOT PROHIBITED BY LAW, UNDER NO
CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SYSTEM FAILURE OR
NETWORK OUTAGE, WILL AGILOFT, OR ITS AFFILIATES OR SUPPLIERS, BE LIABLE FOR ANY
SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY
DAMAGES THAT RESULT FROM THE SUPPLEMENTAL TERMS, EVEN IF SUCH PARTY OR ITS
AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN
NO EVENT WILL AGILOFT, OR ITS AFFILIATES OR SUPPLIERS, TOTAL LIABILITY FOR ANY CLAIMS
UNDER THESE SUPPLEMENTAL TERMS THAT EXCEED $100.00 USD.

2. **Cognizer Integration**

2.1. **Definitions.** The following definitions apply to this Section 2 (Cognizer Integration) of the
Supplemental Terms.

A. “**Cognizer**” means Cognizer, Inc.

B. “**Cognizer Applications**” means the Cognizer Genius Powered Applications licensed to
Customer as specified in the applicable Order Form.

C. “**Learned Data**” means the structured data that is created through application of the artificial
intelligence and machine learning algorithms contained within the Cognizer
Applications. “**Model Data**” means binary deep learning model weights used and generated
by the artificial intelligence and machine learning algorithms contained within the Cognizer
Applications.
D. **“Source Content”** any customer documents, emails, messages, files and other types of Customer information ingested into the Cognizer Applications to create Learned Data.

2.2. **Notice of Outages.** Agiloft will provide Customer with reasonable advanced notice of planned outages for Cognizer Applications.

2.3. **Customer Data.**

   A. **Source Content.** Each Customer retains all rights, title, and interest in, and to, and ownership of Source Content.

   B. **Learned Data.** The Genius Powered Applications use artificial intelligence and machine learning technologies to convert Source Content into structured formats, or “Learned Data”, that can be used productively (e.g., as answers to questions or to solve problems). Learned Data is owned by the Customer that owns the Source Content from which it was derived, provided however that the Cognizer Applications are not obligated to deliver any copies of Learned Data to Customer.

   C. **Model Data.** As the Cognizer Applications process Source Content and when question-and-answer and related functionality is invoked, Model Data is created. Model Data may be used by Cognizer, Inc. for many purposes including to train and improve the performance of its proprietary technology, including artificial intelligence and machine learning models and algorithms. All Model Data is owned by Cognizer, Inc. and it is not obligated to deliver any copies of Model Data to Customer.

   D. **Usage Data.** The Cognizer Applications generate, and Cognizer may collect, usage data including, but not limited to, event logging, process logging, query logging and transaction logging regarding Customers access and use of the Cognizer Applications, as well as analytics data. All such usage data is owned by Cognizer and it is not obligated to deliver any copies of such usage data to Customer.

2.4. **Data Security.** To the extent Customer grants access to Customer Data or Source Content, the Cognizer Applications will: (i) access and use the Customer Data and Source Content solely for the purpose of providing Customer with productive use of and access to the Cognizer Applications; (ii) maintain an information security program reasonably designed to protect Customer Data and Learned Data against unauthorized access, use, or disclosure while it is accessible to or held by the Cognizer Applications, including reasonable physical, technical, and administrative safeguards. Notwithstanding the foregoing, the Cognizer Applications will have no responsibility for any loss of any Customer Data or Learned Data and will not be responsible for any backup of any Customer Data or Learned Data.

2.5. **WARRANTY DISCLAIMER.** Agiloft represents and warrants that, during the term of the subscription, the Cognizer Applications will operate in accordance with and conform in all material respects with specifications set forth in the applicable Documentation. Customer's sole and exclusive remedy for claims under this Section 2.5 will be for Agiloft to correct the nonconformance within a reasonable period of time. EXCEPT AS EXPRESSLY SET FORTH HEREIN, AGILOFT, ON BEHALF OF ITSELF AND IT SUPPLIERS, MAKES NO REPRESENTATIONS OR
WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THE
GENIUS POWERED APPLICATIONS. AGILOFT, ON BEHALF OF ITSELF AND IT SUPPLIERS, DOES
NOT REPRESENT THAT CUSTOMER’S USE OF THE COGNIZER APPLICATIONS WILL BE
UNINTERRUPTED OR ERROR FREE. NO STATEMENT OR INFORMATION, WHETHER ORAL OR
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