

THESE TERMS OF SERVICE (THESE “**TERMS**”) GOVERN YOUR USE OF THE PROPRIETARY WEB-BASED SOLUTION THAT ENABLES BUSINESSES TO MANAGE, CONTROL, AND OBTAIN UNIQUE AND VALUABLE INFORMATION ON ALL ASPECTS OF MICROSOFT OFFICE 365 (THE “**COREVIEW PLATFORM**”) AND ALL OTHER SERVICES (“**SERVICES**”) PROVIDED BY COREVIEW USA, INC. (“**CoreView**”) PURSUANT TO ORDERS PLACED BY YOU (“**CLIENT**”) WITH COREVIEW. **YOU MUST HAVE CONFIRMATION OF YOUR ORDER FROM COREVIEW (THE “ORDER FORM”) IN ORDER TO USE THE COREVIEW PLATFORM AND THE SERVICES. THE TERMS OF SUCH ORDER FORM ARE INCORPORATED INTO AND MADE PART OF THESE TERMS. IF YOU DO NOT HAVE AN ORDER FORM, YOU MAY NOT ACCESS AND USE THE COREVIEW PLATFORM OR THE SERVICES.** IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF AN ENTITY, SUCH AS YOUR EMPLOYER OR THE COMPANY YOU WORK FOR, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY.

1. LICENSE

- a. License Grant. Subject to these Terms, CoreView hereby grants to Client and its Affiliates (as defined herein) a non-transferable, non-sublicensable, nonexclusive license during the term set forth on the applicable Order Form: (i) to access the CoreView Platform described on the applicable Order Form, together with the related Documentation (as defined below) for Client’s own business purposes in accordance with all applicable laws. The CoreView Platform may be used by Client’s Authorized Users for the benefit of the number of Office 365 users specified on the applicable Order Form. “**Authorized Users**” include Client’s authorized directors, officers, employees, and agents. Client and its Affiliates are permitted to make a reasonable number of copies of the Documentation in connection with use of the CoreView Platform. For purposes of these Terms, “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with Client; and “**Documentation**” means all specifications, user manuals, and written materials and documentation relating to the performance, operation and/or use of the CoreView Platform.
- b. Environment. The software used to provide the Services (the “**Software**”) is located on Microsoft Windows Azure servers which are located in Microsoft data centers. The Services are provided via the Microsoft Windows Azure cloud platform. Windows Azure runs in data centers managed and operated by [Microsoft Global Foundation Services \(GFS\)](#). These data centers comply with key industry standards, such as ISO/IEC 27001:2005, for security and reliability. The data centers are managed, monitored, and administered by Microsoft operations staff that have years of experience in delivering the world’s largest online services with 24 x 7 continuity. For detailed information about Windows Azure security please visit Microsoft’s Azure security page at <http://www.windowsazure.com/en-us/support/trust-center/security/>
- c. Restrictions. Use of the CoreView Platform is subject to the following restrictions unless otherwise expressly set forth in these Terms or on the applicable Order Form: (a) no provision of these Terms is intended to, nor does it grant Client a license to use the Software on a stand-alone basis; (b) Client will not reverse engineer, disassemble, decompile, otherwise attempt to derive the source code

of the Software or the CoreView Platform, or permit others to do any of the foregoing; (c) Client will not, directly or indirectly: (i) use the CoreView Platform to send or store material containing software viruses, worms, Trojan horses or other harmful computer code; (ii) interfere with or disrupt the integrity or performance of the CoreView Platform or the data contained therein; (iii) attempt to gain unauthorized access to the CoreView Platform or related systems or networks; (iv) use the CoreView Platform for any benchmarking or competitive purposes; (v) use the CoreView Platform to build a competitive product or service using similar ideas, features, functions or graphics of the CoreView Platform, or copy any ideas, features, functions or graphics of the CoreView Platform; (vi) “frame” or “mirror” any portion of the CoreView Platform; (vii) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the CoreView Platform; (viii) probe, scan or test the vulnerability of the CoreView Platform, or breach the security or authentication measures on the CoreView Platform, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the CoreView Platform, such as a denial of service attack; (ix) use the CoreView Platform to send or otherwise post unauthorized commercial communications (such as spam); or (x) make the CoreView Platform available to any person or entity who is not an Authorized User.

- d. Upgrades. From time to time during the Term, CoreView may apply upgrade or enhance the CoreView Platform, and that such upgrades or enhancements may result in changes to the appearance and/or functionality of the CoreView Platform; provided, however, Client shall not be subject to any additional fees for such upgrades or enhancements unless mutually agreed by the parties.
- e. Export. Client must comply with all applicable export control laws and regulations with respect to the CoreView Platform, and will not export or re-export or permit access to the CoreView Platform, in whole or in part, directly or indirectly, to any country to which such export or re-export is restricted by any laws or regulations of the U.S. unless properly authorized by the U.S. Government. Client represents that it is not named on any U.S. or other applicable government denied-party list.

2. DATA

- a. Client Data. Client must provide or otherwise make available to CoreView all data for use in the CoreView Platform (the “**Client Data**”), and CoreView is not obligated to modify or add to the Client Data. As between Client and CoreView, Client is solely responsible for the content, legality, quality and accuracy of the Client Data. Client owns and retains all right, title and interest in and to any and all Client Data. Subject to these Terms, Client grants CoreView a nonexclusive, nontransferable, non-sublicensable, worldwide, license to use, copy and display Client Data solely for purposes of the performance of these Terms; provided, however, CoreView may access and use Client Data (i) as necessary to identify or resolve technical problems or respond to complaints about the CoreView Platform; (ii) to improve the CoreView Platform, and (iii) to identify trends and publish reports on its findings provided the reports include data aggregated from more than one customer site and do not identify Client. For the avoidance of

doubt, Client Data includes all data generated or supplied by Client's Affiliates and Authorized Users. Client will not upload any of the following types of information for use in the CoreView Platform: (a) personal health information, (b) driver's license numbers, (c) passport numbers, (d) social security, tax ID or similar numbers, or (e) bank, checking, credit card, debit card, or other financial account numbers.

- b. Data Protection. CoreView uses industry-standard technical and organizational measures in compliance with applicable laws to keep Client Data secure and to protect against accidental loss or unlawful destruction, alteration, disclosure or access. Furthermore, CoreView will treat all Client Data in compliance with CoreView's then current privacy policy (the current version of which is set forth at <https://www.coreview.com/privacy-policy> and applicable law.
- c. Accuracy of Data. CoreView will endeavor to collect Client Data from Microsoft on behalf of the Client at least once every 24 hours, at such time as determined by CoreView in its sole discretion. The Client Data will not be changed in any way by CoreView. Client acknowledges that the Client Data has been sourced from Microsoft and that CoreView is not responsible for any inaccuracies or defects in any Client Data unless caused by a Defect (as defined in Section 4(b) below) in the CoreView Platform or otherwise due to the actions or omissions of CoreView.
- d. Breach. Client is responsible for all use of the CoreView Platform by its Authorized Users. Client controls access to and the management of the Client Data through Client's account.

3. SUPPORT

- a. Support Services. During the Term of the applicable Order Form, CoreView will provide Client with technical support and maintenance for the CoreView Platform in accordance with the service level agreement set forth in Exhibit A to these Terms (the "**Support Services**").
- b. Service Levels. Access to the CoreView Platform will meet or exceed the service and performance level terms set forth in the service level agreement(s) attached to these terms in Exhibit A (the "**Service Level Agreement**").
- c. Backup. During the Term, CoreView, at its expense, shall make a complete daily backup of all Client Data stored by CoreView under these Terms and will retain each such backup for a minimum of ninety (90) days. The foregoing does not require CoreView to backup information that can be recreated or acquired through other means, including information that can be re-collected from Microsoft Office 365.
- d. Disaster Recovery Plan. CoreView has implemented and maintains a comprehensive Disaster Recovery Plan (the "**DRP**"). The DRP addresses the policies and procedures in the event of a disaster event which affects the ability of CoreView to provide the CoreView Platform in accordance with these Terms. A "**Disaster**" is defined as the loss of the primary production facility for an extended period of time. Non-Disaster events that impact the CoreView Platform are handled by industry standard practices including backups, snapshots, virtualization, and other appropriate technologies. In the event of a Disaster or other event affecting Client's access to the CoreView Platform, CoreView will

execute the DRP procedures in accordance with the terms and recovery times therein, and provide Client with an email notice verifying activation of the CoreView DRP procedures as necessary or addressing the impact of a non-Disaster on the Service and the plan for reestablishing access to the CoreView Platform. Following a Disaster, CoreView will use best efforts to reinstate access to the CoreView Platform within five (5) business days. CoreView will update and test the DRP annually, and certify to Client annually on request that the DRP is operational.

4. LIMITED WARRANTIES AND DISCLAIMERS

- a. Generally. Each party warrants that it has the authority to enter into these Terms. Client represents and warrants to CoreView that Client has the right to deliver the Client Data to CoreView and to allow CoreView to use, copy, modify, distribute, display and publicly perform Client Content for purposes of these Terms.
- b. Specific to the Services. CoreView warrants that the Services provided under these Terms will be provided in (i) a good, professional, timely and workmanlike manner with reasonable skill and care by competent and trained personnel; (ii) in substantial accordance with the Documentation; (iii) in accordance with the terms of these Terms; (iv) the CoreView Platform does not contain any viruses, worms, time-bombs, disabling features, tracking devices, trap doors, or other code that would enable access to the Client's systems; (v) CoreView shall comply with all applicable local, state, national and foreign laws, treaties and regulations in connection with its provision of the CoreView Platform, including laws and regulations related to privacy; (vi) CoreView owns, or has obtained all rights in, the intellectual property, material, data and any other information necessary to allow Client to use the CoreView Platform (the "**Materials**"), and Client's use of the Materials and the CoreView Platform in compliance with the terms of these Terms will not infringe, violate or misappropriate any intellectual property rights or other rights of any third party. Client will use reasonable efforts to promptly notify CoreView in writing of any failure of the CoreView Platform to meet the foregoing warranties (each, a "**Defect**"). Client will assist CoreView in identifying and reproducing the issue. CoreView will diligently and in good faith attempt to correct the reported defect by repairing or modifying the CoreView Platform within a commercially reasonable period of time, not to exceed forty-five (45) days. If CoreView is unable to cure that Defect by repairing or modifying the CoreView Platform as provided herein, then Client may elect to terminate its right to use the CoreView Platform, and Client will be entitled to a refund of the fees actually paid to CoreView for the unexpired portion of the then current Term.
- c. Disclaimer. THE WARRANTIES MADE IN THIS SECTION 4 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE COREVIEW PLATFORM OR ANY INFORMATION OR SERVICES RELATING TO THE COREVIEW PLATFORM, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, ALL OF WHICH ARE HEREBY DISCLAIMED. COREVIEW DOES NOT WARRANT THAT THE COREVIEW PLATFORM

OR ANY INFORMATION OR SERVICES MADE AVAILABLE IN CONNECTION WITH THESE TERMS OR THE COREVIEW PLATFORM WILL BE ERROR OR DEFECT-FREE, UNINTERRUPTED, COMPLETELY SECURE, OR THAT ERRORS, DEFECTS OR BUGS CAN OR WILL BE CORRECTED.

5. FEES; PAYMENT TERMS

- a. Generally. Client must pay the fees listed in the applicable Order Form in United States Dollars upon the effective date of the applicable Order Form (at which time CoreView will send an invoice). The fees are due within thirty (30) days after the date of the invoice unless otherwise set forth in the applicable Order Form. The fees set forth on the applicable Order Form are exclusive of all taxes, levies, and duties imposed by taxing authorities, and Client is responsible for all such taxes, excluding taxes based solely on CoreView's income. Except as otherwise expressly provided in these Terms, the fees are non-refundable.
- b. Late Fees. Delinquent payments are subject to late payment fees in the amount of 1.5% of the overdue balance per month (or the maximum permitted by law, whichever is lower), plus any expenses associated with collections.
- c. Suspension of Access. CoreView reserves the right to suspend access to the CoreView Platform if payment is not received by renewal date specified in the applicable Order Form. Service will be reinstated upon receipt of payment.

6. INDEMNIFICATION

- a. Indemnification by Client. Client shall indemnify, defend and hold CoreView, its Affiliates and licensors, and their respective officers, directors, employees and agents harmless from any losses, damages, costs and expenses directly or indirectly arising out of any claim from any third party arising out of or relating to (i) Client's or its Authorized Users' use of the CoreView Platform other than in accordance with these Terms, unless such claims are covered by CoreView's defense obligations in Section 6.2; or (ii) Client's noncompliance with applicable laws.
- b. Indemnification by CoreView. CoreView shall indemnify, defend and hold Client, its Affiliates and licensors, and their respective officers, directors, employees and agents harmless from any losses, damages, costs and expenses directly or indirectly arising out of any claim from any party arising out of or relating to (i) personal injury or property damage caused by the fault or negligence of CoreView or a CoreView employee; (ii) any gross negligence or willful misconduct by CoreView or its agent; and (iii) any third party claim against Client, its Affiliate or any Authorized User alleging the CoreView Platform (excluding Client Data) infringe any patent, copyright, or trademark, or otherwise misappropriates any trade secret or intellectual property right of such third party (an "IP Claim"). If the CoreView Platform, or in CoreView's reasonable and good faith opinion might, infringe as set forth above, CoreView may, at its sole option and expense, procure the right to use the CoreView Platform or replace or modify the CoreView Platform so as to avoid infringement; provided, that such replacement or modification will operate in the same manner (except in immaterial respects) with the same or similar features, functionality, performance and reliability. If neither of such alternatives is, in CoreView's reasonable and good faith opinion,

commercially reasonable, CoreView shall refund to Client any unearned prepaid amounts for such CoreView Platform, in which event these Terms will terminate immediately.

- c. Indemnification Process. The indemnified party shall provide (i) prompt written notice of any any claim subject to indemnification under this Section 6 (each, a “**Claim**”); (ii) the indemnifying party with sole control over the defense or settlement of such Claim; provided, that the indemnifying party will not settle any Claim or consent to any final judgment with respect to any Claim, without the indemnified party’s prior written consent, unless such settlement or judgment (x) unconditionally releases the indemnified parties from all liability, (y) does not adversely affect the rights of the indemnified parties, or (z) does not require any payment or any admission of fault by any indemnified party; and (iii) all reasonable information and assistance to settle or defend any such Claim. The failure of an indemnified party to comply with the foregoing requirements shall not relieve the indemnifying party of its obligations under this Section except to the extent the indemnifying party is prejudiced by such failure.
- d. Exceptions. CoreView shall have no liability for any IP Claim based on (i) the unauthorized modification of the CoreView Platform, (ii) use of the CoreView Platform other than in accordance with the provided Documentation and these Terms, or (iii) Client Data.
- e. Sole Remedy. THIS SECTION 5 STATES THE ENTIRE LIABILITY OF COREVIEW AND ITS AFFILIATES TO CLIENT OR ANY THIRD PARTY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS.

7. CONFIDENTIALITY

- a. Confidential Information Defined. “Confidential Information” means all non-public or proprietary information and material of a technical, economic, financial or business nature, whether or not reduced to writing or other tangible form and whether or not marked as “confidential” or “proprietary”, including without limitation trade secrets and other information concerning the business affairs of the disclosing party, compositions, data, designs, drawings, formulae, graphs, inventions, ideas, know-how, models, photographs, processes, product prototypes and specifications; current and anticipated customer requirements; customer lists, price lists, and supplier lists; past, current and planned research and development; past, current and planned manufacturing, development, marketing or distribution strategies, methods and processes; market studies; business plans; computer software and programs (including object code and source code); and database technologies, systems, structures and architectures; and any other information, howsoever documented, that may be disclosed by the parties during the Term. Confidential Information of Client shall include the Client Data and any information or documentation provided by Client to CoreView. Confidential Information does not include information which (a) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver or the receiver’s affiliates or their respective employees, directors, officers, agents, subcontractors and other representatives (collectively, the “**Representatives**”); (b) can be shown by written documentation

to have been known to the receiver, without restriction or obligations of confidentiality, at the time of disclosure; (c) was independently developed by the receiver without any use of or reference to the discloser's Confidential Information, as can be proven by documentary evidence; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser's rights; provided, that none of the foregoing exceptions shall apply to the Client Data.

- b. Nondisclosure of Confidential Information. Each party will hold the other party's Confidential Information in strict confidence and treat the Confidential Information of the other party in a confidential manner with the same degree of care as such party treats its own proprietary information of like importance, which will be no less than a reasonable degree of care. Each party may disclose the other party's Confidential Information to its Representatives who have a "need-to-know" such Confidential Information in order to carry out these Terms, and only if such persons are, prior to disclosure, advised of the confidential nature of the disclosure and are bound by written agreement or by legally enforceable code of professional responsibility to protect against the disclosure of the Confidential Information. Each party will be responsible for the acts and omissions of its Representatives. This Section will not prohibit disclosure of Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, the receiver (i) will furnish prompt notice thereof to enable the discloser to seek a protective order or otherwise prevent such disclosure, (ii) reasonably cooperate with the discloser in the event the discloser seeks to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, and (iii) use commercially reasonable efforts to limit disclosure to only that portion that the receiver is legally required to disclose and otherwise obtain confidential treatment or a protective order for such disclosure.
- c. Remedies. The parties agree that each party shall be entitled to seek equitable relief to protect its interests under this Section, including preliminary and permanent injunctive relief, as well as money damages. Nothing stated herein shall be construed to limit any other remedies available to the parties for breach of this Section.

8. TERMINATION

- a. Term. These Terms will commence on the Effective Date and continue in full force and effect until the last to expire of the Order Form(s). Unless otherwise specified in an Order Form, the initial term of each Order Form is one year from the date of execution of the applicable Order Form (the "**Initial Term**"). Unless otherwise specified in an Order Form, after expiration of the Initial Term, the term will renew for successive one (1) year periods (each, a "**Renewal Term**") unless Client provides written notice of its intent to terminate at least thirty (30) days prior to the end of the then-current term. CoreView reserves the right to increase the applicable fees by an amount up to ten percent (10%) at the commencement of each Renewal Term. As used in these Terms, "**Term**" means, collectively, the Initial Term and each Renewal Term.

- b. Termination for Cause. These Terms or any Order Form may be terminated by a party if the other party commits any material breach of these Terms or any Order Form which is not remedied within thirty (30) days of notice of such breach to the breaching party.
- c. Termination. CoreView may discontinue providing the Services and/or access to the CoreView Platform effective at the expiration of the then current Term upon ninety (90) days prior written notice.
- d. Effect of Termination. Upon the earlier of termination of an Order Form or these Terms: (a) except as expressly provided in this Section, all rights and obligations of the parties hereunder will immediately terminate; (b) each party will return or destroy all copies of the Confidential Information of the other party in its possession or under its control (except each party may retain all copies of Confidential Information that are embedded in archival backups or if required by law); (c) CoreView shall cease providing access to the CoreView Platform and the Services; (d) without limiting either party's indemnification obligations herein, each party's obligation to pay all amounts due to the other party that have accrued prior to termination will not be affected. Except as otherwise set forth herein, the Fees are non-refundable; provided, however, that if these Terms are terminated under Section 8(b) by Client following breach by CoreView, CoreView will refund to Client any prepaid amounts for Services not yet delivered. CoreView will retain Client Data for up to ninety (90) days after termination of these Terms (the "**Data Retention Period**"). During the Data Retention Period, Client may download a copy of the Client Data at no additional charge. Following the earlier of (i) expiration of the Data Retention Period, (ii) the date upon which Client retrieves Data, or (iii) Client confirms it will not download its Data, CoreView shall delete the Data from any systems on which Data is present without further notice to Client.
- e. Survival. The provisions of these Terms, which by their nature survive expiration or termination of these Terms, shall survive.

9. LIMITATION OF LIABILITY

- a. Exclusion. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO DATA, LOSS OF PROFITS, OR OTHER ECONOMIC LOSS, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH CLAIM.
- b. Limitation. The aggregate and cumulative liability of either party to the other for direct damages arising out of or relating to these Terms shall not exceed the amount of fees paid by Client to CoreView under the applicable Order Form during the twelve (12) months immediately preceding the applicable claim.
- c. Exceptions. The foregoing exclusions and limitations do not apply to either party's obligations under Section 5 (Fees, Payment), Section 6 (Indemnification), Section 8 (Confidentiality) or claims resulting from death or personal injury or gross negligence or fraud.

10. OWNERSHIP

CoreView reserves all rights not expressly granted to Client in these Terms. Without limiting the generality of the foregoing, Client acknowledges and agrees that any implementation, customization, configuration or deployment of the CoreView Platform for Client shall not affect or diminish CoreView's rights, title, and interest in and to the CoreView Platform. As between the parties, CoreView and its licensors and suppliers retain all worldwide right, title and interest in and to the Software and the CoreView Platform, including all worldwide intellectual property rights therein, and derivative works and enhancements thereof. If Client suggests any new features, functionality, or improvements to the CoreView Platform ("**Feedback**"), Client acknowledges that all Feedback and products or services incorporating such Feedback are the sole and exclusive property of CoreView, and Client hereby irrevocably assigns to CoreView all intellectual property rights and all other rights and title to such Feedback.

11. GENERAL TERMS

- a. CoreView Platform Updated. Client acknowledges and agrees that CoreView may from time to time updated and make changes to the CoreView Platform without changing any core functionality to (i) fulfill market needs and demand, or (ii) due to changes of Client's Data availability from Microsoft or (iii) due to changes in applicable law.
- b. Non-Solicitation. During the term of these Terms, and for a period of twelve (12) months thereafter, neither party will directly for itself, or indirectly by, through, or for others, solicit for employment or attempt to employ any person that is involved in the performance of these Terms; provided, however, the foregoing will not (i) preclude a party from hiring personnel that respond to advertising or job postings directed at the general public or submit unsolicited resumes, (ii) prohibit a general non-targeted solicitation of employment in the ordinary course of business, or (iii) prevent either party from employing any employee who contacts such party at his or her own initiative without any direct or indirect solicitation by or encouragement from such party.
- c. Interpretation. All headings in these Terms are included solely for convenience, and shall not affect its interpretation. If any provision of these Terms is determined by a court of competent jurisdiction to be invalid or unenforceable as drafted, that provision shall be severed and the enforceability of other provisions shall not be affected.
- d. Waiver. The failure by a party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy. No waiver of any default, condition or breach of these Terms shall be deemed to imply or constitute a waiver of any other default, condition or breach of these Terms, whether of a similar nature or otherwise.
- e. Counterparts. These Terms may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. These Terms, together with the applicable Order Form, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior or separate agreements, oral and written, between the parties concerning the subject matter of these

Terms, and supersedes the terms of any Client purchase order, and such terms are rejected by the parties.

- f. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it or its supplier(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including, but not limited to, acts of God, power outages, or failures of the Internet, provided that the party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. This clause only applies if: (i) the Claiming Party could not have avoided the effect of the Force Majeure Event by taking precautions that, having regard to all matters known to it before the occurrence of the Force Majeure Event, it ought reasonably to have taken but did not take; and (ii) the Claiming Party has used all reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under these Terms in any other way that is reasonably practicable.
- g. Governing Law. The interpretation of these Terms shall be governed by the laws of the State of New York, USA, without regard to its conflict of laws principles. The United Nations Convention for the International Sale of Goods is excluded. The parties agree that any dispute arising from or relating to the subject matter of these Terms shall be governed by the exclusive jurisdiction and venue of the state and federal courts in County of New York, USA.
- h. Amendments. These Terms may be modified or amended only by a written agreement signed by both parties.
- i. Notices. All notices under these Terms will be in writing and mailed, or delivered (including by email) to each party at the address set forth in the applicable Order Form (as it may be modified by the recipient by notice to the other). All such notices will be effective upon delivery, but when emailed, such notices will be effective only upon confirmation of receipt.
- j. Publicity. Client agrees that CoreView may include identification of Client as a customer on CoreView's website, provided that the identification of Client is no more prominent than the identification of CoreView's other customers and is otherwise consistent with CoreView's practice of identifying its customers on CoreView's website at the time. Except as otherwise provided herein, each party agrees to submit to the other party all press releases and other publicity matters or materials relating to these Terms, or mentioning or implying the trade names, logos, trademarks or service marks of the other party, and each party further agrees not to publish or use such press releases or publicity matters or materials, without the other party's prior written consent except to the extent that a party determines that a disclosure is required by applicable law.
- k. Entire Agreement. These Terms, together with the Service Terms and Conditions, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior or separate agreements between the parties concerning the subject matter of these Terms, and supersedes the terms of any Client purchase order, and such terms are rejected by the parties.

Exhibit A

Service Level Agreement

- 1 Availability of CoreView Platform.** CoreView will ensure that the CoreView Platform shall be available to Client at least 99.9% of the time during any calendar month excluding Excusable Downtime (the “**Availability Commitment**”). “**Excusable Downtime**” means time that the CoreView Platform is not available to Client because of (a) maintenance which is scheduled (i) each week between 12:01 a.m. and 3:00 a.m. Saturday Eastern time, or (ii) during the third week of each month between 6:00 p.m. Saturday and 6:00 a.m. Sunday Eastern time (collectively, the “**Standard Windows**”) or planned maintenance which cannot be reasonably scheduled during the Standard Windows for which at least 24 hours advance notice is given, (b) outages caused by misuse of the CoreView Platform by Client in breach of these Terms, or (c) Force Majeure Events. The CoreView Platform is considered to be available when any authorized user can successfully log-in and perform all material portions of the available user actions.
- 2 Service Credits.** If, in any calendar month during the Term, the Availability Commitment is not met, CoreView will grant Client a service credit (a “**Service Credit**”) for that month in accordance with the chart below. Without limiting the foregoing, if CoreView fails to meet the Availability Commitment for any four (4) consecutive calendar months, Client shall have the right to terminate the Agreement for cause and without further liability, in accordance with Section 8 of the Agreement.

COREVIEW PLATFORM AVAILABILITY (MONTHLY)	SERVICE CREDIT % OF MONTHLY FEES
99.90%	0%
99.89 – 99.00%	10%
98.99 – 98.00%	20%
Below 97.99%	25%

- 3 Customer Care Portal (“the Portal”).** CoreView will make available to Clients a cloud-based customer service and support portal for use by the Client for purposes of providing Tier 1 Support Services. Client can access the Portal twenty-four hours a day at the following address: <http://support.coreview.com>. Clients are expected to use the Portal to access CoreView knowledge resources, collaborate with the CoreView Community and when necessary, request support by opening a Support Case. A Client’s Support Case will receive a unique tracking number and a confirmation sent to the Client by electronic mail. Prior to opening a Support Case, Clients are expected to perform reasonable troubleshooting and problem analysis to determine if the problem can be resolved by the Client without the need for additional support. CoreView is not responsible for responding to a Client’s request for support that is not properly submitted using the Portal.

- 4 **Delivery of Support Services.** CoreView support services are provided in two ways. For everyday support needs as well as access to product documentation, release notes, news and alerts, and other valuable information, Clients are expected to rely on the Portal. The Portal is monitored by individuals (“Customer Care Team”) who are experienced and knowledgeable about CoreView products and will work with the Client toward a timely and satisfactory resolution of a reported problem or a workaround that is acceptable to the Client.

Additionally, Clients have access to a Customer Success Manager (“CSM”) to assist and guide Clients through the onboarding process, to keep the Client informed about product release and new features, serve as a point of escalation when critical issues arise, and to help the Client make the most of their investment in CoreView. At the Client’s discretion, a CSM will be available to meet with the Client on a recurring basis, typically monthly. All CSM services are delivered remotely. Client may purchase dedicated CSM services as mutually agreed by the parties pursuant to an Order.

- 5 **Hours of Support.** The CoreView Customer Care Portal will be available twenty-four hours a day, except during the hours of scheduled maintenance. Normal hours of operation are weekdays between 8:00 AM to 9:00 PM EDT. The schedule of CoreView’s holiday closures can be found on the Customer Care Portal. CoreView will use reasonable endeavours to ensure that a member of its support staff can be reached outside of the hours set forth above to address a critical issue. Client may also purchase 7x24 Support Services as mutually agreed by the parties pursuant to an Order.
- 6 **Response to Support Issues.** Customers submitting an Issue through the Customer Care Portal are asked to provide an assessment of the Issue’s Severity (business impact) and Urgency (speed of resolution). Based in the information provided by the Client, the Portal will automatically prioritize the Support Case. Clients are asked to review the document titled “*Overview of CoreView Incident and Problem Management*,” found on the Customer Care Portal for important additional information.
- 7 **Service Level Agreements.** CoreView will respond to during normal business hours to Client Support Cases based on Priority according to the following table.

Priority	SLA	Respond Within	Resolve Within
Urgent	95%	2 Hours	8 Hours
High	95%	8 Hours	16 Hours
Medium	99%	24 Hours	5 Days
Low	99%	48 Hours	10 Days

CoreView will determine, acting reasonably, if any adjustments are required to the Priority of any support case submitted by Client. Any such adjustment will be documented within the Support Case and the Client notified.

- 8 **Limits on Support Service.** CoreView shall have no obligation under this Agreement to provide Support Services in respect of any fault or error caused by:
- The improper use of the CoreView Platform;
 - Issues arising from the actions of a third-party;
 - Issues impacting the CoreView Platform that are outside of CoreView’s control; or

- The use of the CoreView Platform otherwise than in accordance with the Platform's documentation.