

These Terms of Service, along with any other terms and policies referenced and incorporated herein forming an integral part hereof, (these “**Terms**”) constitute a legally binding agreement as of the Effective Date (as defined below) governing access to and the use of the Products (defined below). These Terms are between CoreView (defined below) and User (defined below), individually and on behalf of User’s employer or any other entity which User represents. User hereby represents to: (i) having full legal authority to bind User’s employer or such entity (as applicable) to these Terms; (ii) after reading and understanding these Terms, agreeing to these Terms on behalf of User’s employer or the respective entity (as applicable), and (iii) these Terms shall bind User’s employer or such entity (as the case may be).

USER ACKNOWLEDGES THAT THESE TERMS ARE BINDING, AND USER AFFIRMS AND SIGNIFIES USER’S CONSENT TO THESE TERMS BY CLICKING ON A BUTTON OR CHECKING A CHECKBOX FOR THE ACCEPTANCE OF THESE TERMS ON THE EFFECTIVE DATE. IF USER DOES NOT HAVE AUTHORITY TO BIND USER’S EMPLOYER OR ANY OTHER ENTITY (AS APPLICABLE), PLEASE DO NOT ACCEPT THESE TERMS OR ACCESS OR USE THE PRODUCTS.

TERMS OF SERVICE

1. SCOPE AND DEFINITIONS.

- a. **Scope.** These Terms applies to the access and usage rights to Products by Client and Users (defined below) unless a separate agreement signed by CoreView and Client exists in which case that separately signed agreement applies.
- b. **Definitions.** Capitalized terms not otherwise defined have the meaning set forth in this section.
 - i. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with Client.
 - ii. **“Agreement”** means these Terms, the applicable Order, and any schedules referencing these Terms authorized by CoreView.
 - iii. **“Client”** means the entity identified in the Order and on behalf of which User binds such entity to these Terms.
 - iv. **“Client Data”** means data provided or otherwise made available to CoreView for use in the Services.
 - v. **“CoreView”** means CoreView S.r.l. or CoreView USA, Inc. as reflected on an applicable Order.
 - vi. **“Deliverable”** means the work or material (including software, reports, test cases, or flow charts) delivered to Client pursuant to the Agreement.
 - vii. **“Documentation”** means all CoreView provided specifications, user manuals, and written materials and documentation relating to the performance, operation and/or use of the applicable Platform.

- viii. **“Effective Date”** means the date upon which User clicks to accept these Terms or which Client signs an Order, whichever is earlier.
- ix. **“Microsoft 365 License”** or **“M365 License”** means the Third-Party Software agreement applicable for Client’s usage and license rights to products offered by Microsoft Corporation (**“Microsoft”**). Such rights may include without limitation: Microsoft 365 Business Basic, Microsoft 365 Apps for Business, Microsoft 365 Business Standard, Microsoft 365 Business Premium, Microsoft 365 A1, Microsoft 365 A3, Microsoft 365 A5, Microsoft 365 F3, Microsoft 365 E3, Microsoft 365 E5, Microsoft 365 G1, Microsoft 365 G3, or Microsoft 365 G5 including any equivalent or successor naming conventions provided by Microsoft.
- x. **“Order”** means the order or quote (**“Quote”**) form as agreed in writing by Client and CoreView (either directly or via Partner), specifying the options chosen by Client for the Products as well as required fees and, if any, additional terms and conditions.
- xi. **“Partner”** means a distributor, reseller, or managed service provider (**“MSP”**) authorized by CoreView to process Orders.
- xii. **“Platform”** means the on-demand software application made available by CoreView to Client as identified in the applicable Order.
- xiii. **“Products”** mean collectively the Platform, Services and/or Deliverables provided by CoreView to Client as identified in the applicable Order.
- xiv. **“Services”** means the professional consulting, training, implementation, and/or technical services, performed by CoreView for the benefit of Client in accordance with the applicable Order and described further in the Documentation.
- xv. **“Support”** means technical support and maintenance services in connection with the Platform in accordance with the applicable support Documentation and service level identified in the applicable Order.
- xvi. **“Term”** means the duration of Client’s rights to use or access the Products and/or the Support as set forth in the applicable Order.
- xvii. **“Third-Party Software”** means software not owned by CoreView and licensed to or used by Client, whether supplied by CoreView or a third party.
- xviii. **“User(s)”** means an individual with access credentials for whom Client has procured via a license or subscription to use the Products. **“Third-Party Software User”** means a user authorized by Client’s applicable license(s) and/or subscription(s) for Third-Party Software (e.g., M365 License). **“Microsoft 365 User”** or **“M365 User”** means a Third-Party Software user with an assigned mailbox (or mailbox activity) authorized under Client’s applicable M365 License.

2. LICENSE.

- a. License Grant. Subject to payment of required fees to CoreView by Client, CoreView hereby grants to Client a non-transferable, non-sublicensable, nonexclusive license to access and

use the Products by Users in accordance with the Agreement (hereinafter referred interchangeably as either a “**CoreView License**” or “**CoreView Subscription**”) and the Documentation during the Term, solely for Client’s own internal business purposes and in accordance with all applicable laws, rules, and regulations. Client is permitted to make a reasonable number of copies of the Documentation in connection with use of the Products.

b. Rights Only Applicable to Managed Services Provider(s). Where the Order specifies Client is a MSP Partner, CoreView hereby grants to such MSP Partner a CoreView License for purposes of providing Managed/Outsourcing Services to MSP’s identified end customer(s) approved by CoreView and as long as (i) such access is made for or in furtherance of the permitted purposes of this Agreement, (ii) provided MSP Partner has written service agreements in place with such MSP end customer(s) where such service agreements contain terms at least as restrictive as these Terms and as may be updated on www.coreview.com/terms-of-service, and (iii) MSP Partner pays for all required CoreView Licenses for each User of MSP end customer(s). MSP Partner agrees to indemnify and hold harmless CoreView for any damage arising out of any breach of the Service Agreement claims by MSP end customer. “**Managed/Outsourcing Services**” means a service whereby MSP Partner (i) assumes the responsibility for day-to-day operations and management of all or a portion of MSP’s end customer’s data processing operations; (ii) performs systems integration or similar services; (iii) MSP Partner provides access to or use of the Platform; (iv) provides business process outsourcing services to the MSP end customer; or (v) provides services as otherwise defined in the applicable Order between MSP Partner and CoreView.

c. Restrictions. Use of the Products is subject to the following restrictions unless otherwise expressly set forth the applicable Order: Client will not, directly or indirectly: (i) reverse engineer, disassemble, decompile, otherwise attempt to derive the source code of the Platforms; (ii) use the Products to send or store material containing software viruses, worms, Trojan horses or other harmful computer code; (iii) interfere with or disrupt the integrity or performance of the Products or the data contained therein; (iv) attempt to gain unauthorized access to the Products or related systems or networks; (v) use the Products for any benchmarking purposes; (vi) use the Products to build a competitive product or service using similar ideas, features, functions or graphics of the Products, or copy any ideas, features, functions or graphics of the Products; (vii) “frame” or “mirror” any portion of the Products; (viii) 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 Platforms; or (ix) probe, scan or test the vulnerability of the Products, or breach the security or authentication measures on the Products, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Products, such as a denial of service attack.

d. Access. Client is responsible for all use of the Products by its Users. Client controls access to and the management of the Client Data through Client’s account.

e. Upgrades. During the Term, CoreView may upgrade or enhance the Products, and such upgrades or enhancements may result in changes to the appearance and/or functionality of the Products; provided, however, Client shall not be subject to any additional fees for such upgrades or enhancements unless mutually agreed by the parties. Client acknowledges that it is not relying

on future availability of any Products beyond the current Term or any Product upgrades or feature enhancements in consideration of the Fees paid for the Term.

f. Export. Client agrees to comply with all applicable export control laws and regulations with respect to the Products and not export or re-export or permit access to the Products, 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.

g. Evaluation or Beta License. If Products and Documentation are made available to Client for evaluation, beta, or release candidate purposes, CoreView grants to Client a limited, nonexclusive, non-transferable evaluation CoreView License to use the Products and Documentation solely for evaluation prior to purchase or implementation (“**Evaluation License**”). The Evaluation License shall terminate immediately upon notice from CoreView in its sole discretion. Notwithstanding any other provision contained in this Agreement, the Products and Documentation provided pursuant to an Evaluation License are provided to Client “AS IS” unless otherwise required by law. Where the terms in this section conflict with any other provisions of this Agreement, this section shall prevail for Evaluation Licenses only.

3. DATA.

a. Client Data. Client owns and retains all right, title and interest in and to any and all Client Data. Client hereby grants CoreView a nonexclusive, nontransferable, non-sublicensable, worldwide, license to use, copy and display Client Data solely use in connection with this Agreement; provided, however, CoreView may access and use Client Data (i) as necessary to identify or resolve technical problems or respond to Client’s complaints about the Products; (ii) to improve the Products, and (iii) to identify trends and publish reports on its findings provided the reports include data aggregated from more than one Client site and do not identify Client. For the avoidance of doubt, Client Data includes all data generated or supplied by Client’s Affiliates and Users. Client will not upload any of the following types of information for use in the Products: (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. As between Client and CoreView, Client is solely responsible for the content, legality, quality, and accuracy of the Client Data. CoreView will not modify or add to the Client Data.

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. Notice. In the case of any confirmed unauthorized access by a third party or confirmed accidental or unlawful destruction, loss, or alteration of Client Data (a “**Data Breach**”), CoreView will apply commercially reasonable best efforts to promptly notify Client after CoreView becomes aware of the Data Breach and in accordance with applicable law. CoreView agrees to supply Client

with information regarding the Data Breach (to the extent that such information is available to CoreView) to enable Client to comply with its notification requirements to the supervisory authority (and, if necessary, the relevant data subjects) as may be required under applicable law. For the avoidance of doubt, Data Breaches will not include unsuccessful attempts to, or activities that do not, compromise the security of Client Data including, without limitation, unsuccessful log in attempts, denial of service attacks and other attacks on firewalls or networked systems.

4. SERVICES.

a. CoreView agrees to perform the Services and provide the Deliverables as described on an applicable Order and supporting Documentation.

i. License to Deliverables.

1. CoreView grants Client a non-exclusive, non-sublicensable and non-transferable license to use Deliverables solely in connection with use of the Products during the Term.

2. CoreView retains all rights, title, and interest (including intellectual property rights) in and to the Deliverables. To the extent that Client participates in the creation or modification of any CoreView technology or Deliverables, Client irrevocably assigns to CoreView all right, title and interest (including intellectual property rights) in such technology or Deliverables. CoreView is free to use the residuals of Confidential Information for any purpose, where “residuals” means that Confidential Information disclosed in non-tangible form that may be retained in the memories of representatives of CoreView.

b. Employment Taxes and Obligations. CoreView is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors performing the Services.

c. Services Warranty. CoreView warrants the Services will be performed in a professional and workmanlike manner. Client must notify CoreView in writing of any breach of this warranty within 30 days of completion of the performance of such Services. To the extent permitted by law, Client’s sole and exclusive remedy for breach of this warranty and CoreView’s sole liability under or in connection with this warranty will be re-performance of the relevant Services.

d. Use of Subcontractors. Client agrees that CoreView may use subcontractors in the performance of the Services. Where CoreView subcontracts any of its obligations concerning the Services, CoreView will be responsible for any such subcontractor’s performance as if CoreView had performed the Services.

5. **SUPPORT.** CoreView provides Client with Support for the Platform during the Term. If not otherwise stated in the Order, Silver Level Support (as defined in the applicable Documentation) applies. Coreview may also access Client’s Platform account to respond to Support requests.

6. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

a. Generally. Each party represents that it has the authority to enter these Terms and it will comply with all applicable local, state, national and foreign laws, treaties, and regulations in connection with delivery or use of the Products, including laws, rules, and regulations related to privacy. Client represents and warrants to CoreView that Client has the right to deliver the Client Data to CoreView for purposes of these Terms.

b. Specific to the Products. CoreView warrants that the Products are: (i) provided in a good, professional, timely and workmanlike manner with reasonable skill and care by competent and trained personnel; (ii) delivered in substantial accordance with the Documentation; (and (iii) free from any viruses, worms, time-bombs, disabling features, tracking devices, trap doors, or other code that would enable unauthorized access to the Client's systems. Client will use reasonable efforts to promptly notify CoreView in writing of any failure of the Products to meet any of 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 Products within a commercially reasonable period.

c. Disclaimer. THE WARRANTIES MADE IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS INCLUDING ANY THIRD-PARTY SOFTWARE OR ANY INFORMATION RELATING TO THE PRODUCTS. ANY 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 ARE ALL HEREBY DISCLAIMED. COREVIEW DOES NOT WARRANT THAT THE PRODUCTS OR ANY INFORMATION MADE AVAILABLE IN CONNECTION WITH THESE TERMS OR THE PRODUCTS WILL BE ERROR OR DEFECT-FREE, UNINTERRUPTED, COMPLETELY SECURE, OR THAT ERRORS, DEFECTS OR BUGS CAN OR WILL BE CORRECTED.

7. FEES; PAYMENT TERMS.

This Section 7 applies only if Client orders the Products directly from CoreView. If Client orders the Products from a Partner, payment terms are agreed between Client and CoreView Partner.

a. Generally. Except as otherwise set forth in the Order, fees are due to CoreView within thirty (30) days of receipt. Client agrees that required CoreView License fees due for Users are commensurate and equal to the number of Microsoft 365 Users (or Third-Party Software Users where Products are used in a non-M365 License environment). The fees set forth on the applicable Order will be invoiced on the Effective Date of the applicable Order and 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, non-creditable, and non-cancelable.

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.

8. **AUTHORIZED USER VERIFICATION.** At the end of each calendar quarter during the Term, Client authorizes CoreView (or CoreView Partner if Client purchases Products through a CoreView Partner) to

verify via the Platform that Client's use or deployment of the Products comply with the Agreement including without limitation the number of CoreView Licenses. If the verification shows that Users are using the Products: (a) to manage more Microsoft 365 Users (or other Third-Party Software Users, if applicable) in excess of the CoreView Licenses provided to Client under the applicable Order(s); or (b) in any way not permitted under the Agreement so that additional fees apply, then, without limiting CoreView's rights at law or in equity, Client agrees to pay the additional CoreView License fees due for the incremental utilization and any applicable related maintenance and support fees, if any, within 30 days of invoice date. Coreview and Client agree that such invoice will reflect the final and binding statement setting forth the amount (the "**True-Up Amount**") for additional CoreView Licenses to be paid by Client for all such incremental utilization as fees due for the remainder of the applicable Term. Without limiting CoreView's other remedies, if unlicensed use of the True-Up Amount is 5% or more of Client's total use of all CoreView Licenses for the Platform, Client must reimburse CoreView for its costs incurred in verification and acquire sufficient CoreView Licenses to cover its unlicensed use at 125% of the then-current list price or the maximum allowed under applicable law, if less.

9. INDEMNIFICATION.

a. Indemnification by Client. Client shall indemnify and defend CoreView, its Affiliates and licensors, and their respective officers, directors, employees and agents from any losses, damages, costs and expenses awarded by a court or resulting from a settlement for a claim from any third party arising out of or relating to (i) Client's or its Users' use of the Products other than in accordance with these Terms, unless such claims are covered by CoreView's defense obligations in Section 9b; or (ii) Client's noncompliance with applicable laws.

b. Indemnification by CoreView. CoreView shall indemnify and defend Client, its Affiliates and their respective officers, directors, employees and agents from any losses, damages, costs and expenses awarded by a court or from resulting from settlement for a claim arising from any third party claim against Client alleging the Products (excluding Client Data) infringe any valid patent, copyright, or trademark, or otherwise misappropriates any trade secret or intellectual property right of such third party (an "**IP Claim**"). If the Products, 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 Products or replace or modify the Products 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 unused, prepaid amounts on a pro-rata basis for such Products, in which event these Terms and/or the affected Orders will terminate immediately.

c. Indemnification Process. The indemnified party shall provide (i) prompt written notice of any claim subject to indemnification under this Section 9 (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 Products, (ii) use of the Products other than in accordance with the provided Documentation and these Terms, or (iii) Client Data.

e. Sole Remedy. THIS SECTION 9 STATES THE ENTIRE LIABILITY OF COREVIEW AND ITS AFFILIATES AND ITS LICENSORS TO CLIENT OR ANY THIRD PARTY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS.

10. 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 Client 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.

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 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.

11. TERM AND 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(s). Unless otherwise specified in the applicable Order, the initial term of each Order is one year from the date of execution of the applicable Order (the “**Initial Term**”). Unless otherwise specified in the applicable Order, 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. Suspension of Access. CoreView reserves the right to suspend access to the Products if Client’s use of the Products is in breach of these Terms and such breach is adversely affecting use of the Platform(s) by other CoreView customers or payment is not received by renewal date specified in the applicable Order. CoreView will reasonable efforts to notify Client of any suspension in advance and access to the Product will be reinstated upon receipt of payment or when the breach is eliminated.

c. 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 which is not remedied within thirty (30) days of notice of such breach to the breaching party.

d. Termination. CoreView may discontinue providing the Products effective at the expiration of the then current Term upon ninety (90) days prior written notice.

e. Effect of Termination. Except as expressly provided in this Section and upon the earlier of termination of an Order or these Terms: (a) 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 Products; (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. CoreView may retain Client Data for at least 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.

f. Survival. The provisions of these Terms, which by their nature survive expiration or termination of these Terms, shall survive.

12. **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 THESE TERMS, 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 THESE TERMS, 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 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 7 (Fees; Payment Terms), Section 9 (Indemnification), Section 10 (Confidentiality) or claims resulting from death, bodily harm, gross negligence, or intentional misconduct.

13. **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 Products for Client shall not affect or diminish CoreView's rights, title, and interest in and to the Products. As between the parties, CoreView and its licensors retain all worldwide right, title and interest in and to the Products, including all worldwide intellectual property rights therein, and derivative works and enhancements thereof. If Client suggests any new features, functionality, or improvements to the Products ("**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.

14. **GENERAL TERMS.**

a. 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.

b. 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.

c. 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.

d. 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.

e. Force Majeure. Each party will be excused from performance (other than for fees owed) 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 endeavors 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.

f. Governing Law. The interpretation of these Terms shall be governed by the laws of the State of Georgia, 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 Atlanta, Georgia, USA.

g. Amendment(s). These Terms may be modified or amended at www.coreview.com/terms-of-service (or other URL as may be designated by CoreView) and deemed accepted by Client when agreed to on an Order.

h. 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 (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.

i. Publicity. For marketing and promotional purposes, Client agrees that CoreView may identify Client in CoreView's promotional, marketing, or other materials and refer to Client by name, logo, trade name, and/or trademark as applicable. Client hereby grants to CoreView a license to use Client's name and applicable trademarks in accordance with this section.

j. Entire Agreement. These Terms, together with any Order and Documentation referencing the Terms, 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. All amendments or modifications to this Agreement must be in writing and signed by authorized representatives of both CoreView and Client, however, these Terms may also be incorporated by way of reference in an Order. In the event of any conflict or inconsistency, the order of precedence shall be (1) the Order, (2) these Terms, and (3) the Documentation.

Last update: 10 March 2022