BY CLICKING "AGREE", YOU HEREBY ASSERT THAT (1) YOU HAVE AUTHORITY TO BIND YOUR ORGANIZATION, AND (2) THAT YOUR ORGANIZATION AGREES TO ABIDE BY ALL OF THE TERMS OF SERVICE SET FORTH HEREIN.

TERMS OF SERVICE

These Terms of Service (**"Terms"**) shall be effective and legally binding with respect to CoreView and the undersigned Customer and shall apply to Customer's access and usage rights and obligations with respect to CoreView's Products (as defined below).

1.   **SCOPE AND DEFINITIONS.**

   a.   Scope. These Terms apply to the access and usage rights to Products by Customer and Users (defined below) unless a separate agreement signed by CoreView and Customer 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 Customer.

      ii.   "**Agreement**" means these Terms, any applicable Order(s), and any schedules thereto.

      iii.   "**Customer**" means the entity identified in the Order and to which these Terms apply.

      iv.   "**Customer Data**" means data provided or otherwise made available to CoreView by Customer for use in connection with the Products.

      v.   "**CoreView**" means either CoreView S.r.l. or CoreView USA, Inc. as reflected on an applicable Order. CoreView S.r.l. is an Italian limited liability company with address Via Agostino Bertani 6, 20154, Milan, Italy. CoreView USA, Inc. is a Delaware corporation with address 1100 15ᵗʰ St NW, Washington, DC, 20005.

      vi.   "**Deliverable**" means any work or material delivered to Customer as part of the Services, pursuant to an Order.

      vii.   "**Documentation**" means all specifications, user manuals, and other materials relating to the performance, operation and/or use of the applicable Platform provided by CoreView.

      viii.   "**Effective Date**" means the date upon which User clicks to accept these Terms or which Customer signs an Order, whichever is earlier.

      ix.   **"Intellectual Property"** means any patent, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, industrial design, any registrations thereof and pending applications therefor (to the extent

applicable), any other intellectual property right (including, without limitation, any know-how, trade secret, trade right, formula, conditional or proprietary report or information, customer or membership list, any marketing data, and any computer program, software, database or data right), and license or other contract relating to any of the foregoing, and any goodwill associated with any business owning, holding or using any of the foregoing.

x.   "**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) 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.

xi.   "**Microsoft License**" means the Third-Party Software agreement applicable for Customer's usage and license rights to products offered by Microsoft Corporation ("**Microsoft**"). Such rights may include without limitation: Microsoft Dynamics, 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.

xii.   **"MSP Partner"** means a managed service provider authorized by CoreView to process Orders.

xiii.   "**Order**" means the order or quote ("**Quote**") form as agreed in writing by Customer and CoreView (either directly or via a Partner or MSP Partner), specifying the options chosen by Customer for the Products as well as required fees, payment terms.

xiv.   "**Partner**" means a distributor or reseller authorized by CoreView to process Orders.

xv.   "**Platform**" means the software application made available by CoreView to Customer as identified in the applicable Order.

xvi.   "**Products**" mean collectively the Platform, Services and/or Deliverables provided by CoreView to Customer as identified in the applicable Order.

xvii.   "**Services**" means the professional consulting, training, implementation, and/or technical services, performed by CoreView for the benefit of Customer in accordance with the applicable Order and described further in the Documentation.

xviii.   "**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.

xix.   **"Tenant"** means a Microsoft Entra ID instance with a unique ID.

xx. "**Term**" means the duration of Customer's Licenses to use or access the Products or the Support as set forth in the applicable Order.

xxi. "**Third-Party Software**" means software not owned by CoreView and licensed to or used by Customer, whether supplied by CoreView or a third party.

xxii. **"User"** means an individual Microsoft Entra ID resource having at least one assigned Microsoft License, regardless of whether such Microsoft license is free or paid.

2. **LICENSE.**

a. <u>License Grant</u>. Subject to payment of required fees to CoreView by Customer, CoreView hereby grants to Customer a non-transferable, non-sublicensable, nonexclusive license for Customer-designated Users to access and use the Products in accordance with the Agreement (hereinafter referred to interchangeably as either a "**CoreView License**" or "**CoreView Subscription**") and the Documentation during the Term, solely for Customer's own internal business purposes and in accordance with all applicable laws, rules, and regulations. Customer is permitted to make a reasonable number of copies of the Documentation in connection with use of the Products.

b. <u>Rights Only Applicable to Managed Services Provider(s)</u>. Where the Order specifies Customer 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 agreements (**"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, defend, and hold harmless CoreView for any claims or damages arising out of any breach of the Service Agreement claims by MSP end customer.

c. <u>Restrictions</u>. Use of the Products is subject to the following restrictions unless otherwise expressly set forth the applicable Order. Customer shall 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.   <u>Access</u>. Customer is responsible for all access and use of the Products by its Users.

e.   <u>Upgrades/Enhancements</u>. During the Term, CoreView may upgrade or enhance existing Products, including bug fixes and routine minor improvements which shall not materially alter the functionality of the Products. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CoreView regarding future functionality or features.

f.   <u>Export</u>. Customer shall 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 or person 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. Customer represents that it is not named on any U.S. or other applicable government denied-party list.

g.   <u>Evaluation or Beta License</u>. If Products and Documentation are made available to Customer for evaluation, beta, or release candidate purposes, CoreView hereby grants to Customer a limited, nonexclusive, non-transferable evaluation CoreView License to use the Products and Documentation solely for evaluation prior to purchase or implementation ("**Evaluation License**"). An Evaluation License may be terminated by CoreView immediately upon notice, including notice by email. Notwithstanding any other provision contained in this Agreement, the Products and Documentation provided pursuant to an Evaluation License are provided to Customer "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.   <u>Customer Data</u>. Customer owns and retains all right, title and interest in and to any and all Customer Data. Customer hereby grants CoreView a nonexclusive, nontransferable, non-sublicensable, and worldwide license to use, copy, and display Customer Data solely use in connection with this Agreement; provided, however, CoreView may access and use Customer Data (i) as necessary to identify or resolve technical problems or respond to Customer'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 Customer site and do not specifically identify Customer. For the avoidance of doubt, Customer Data includes all data generated or supplied by Customer's Affiliates and Users. Customer shall ensure that Customer Data does not include the following types of information: (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 Customer and CoreView, Customer is solely responsible for the content, legality, quality, and accuracy of the Customer Data. CoreView will not modify or add to the Customer Data.

b.   <u>Data Protection</u>. CoreView shall use industry-standard technical and organizational measures in compliance with applicable laws to keep Customer Data secure and to protect against accidental loss or unlawful destruction, alteration, disclosure, or access. CoreView will handle all

Customer Data pursuant to its Privacy Policy (the current version of which is set forth at https://www.coreview.com/privacy-policy), Data Protection Addendum, 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 Customer Data (a "**Data Breach**"), CoreView will apply commercially reasonable best efforts to promptly notify Customer after CoreView becomes aware of the Data Breach in accordance with applicable law. CoreView shall supply Customer with information regarding the Data Breach (to the extent that such information is available to CoreView) sufficient to enable Customer 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 shall not include unsuccessful attempts to compromise, or activities that do not compromise the security of Customer Data including, without limitation, unsuccessful log in attempts, denial of service attacks or 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 Customer 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, except for any Customer Data or Customer Intellectual Property incorporated into the Deliverables. If Customer participates in the creation or modification of any CoreView Intellectual Property (e.g. by providing feedback regarding the Products), Customer hereby irrevocably assigns to CoreView all right, title, and interest (including Intellectual Property rights) in such technology.

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 in accordance with standards prevailing in the industry. Customer shall notify CoreView in writing of any breach of this warranty within 30 days. To the extent permitted by law, Customer'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. 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. During the applicable term CoreView will provide Customer with Support services for the Platform at the level set forth in the applicable Order in accordance with CoreView's then current support policy, as may be updated from time to time. Unless otherwise stated in the Order, Bronze Level Support applies. CoreView may also access Customer's Platform account to respond to Support requests.

6.   REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS.

a.   <u>Generally</u>. 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. Customer represents and warrants to CoreView that Customer has the right to deliver the Customer Data to CoreView for purposes of these Terms and that its systems and production environment meet the hardware, software, and any other appliable system requirements set forth in the Documentation.

b.   <u>Specific to the Products</u>. 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 malware such as viruses, worms, time-bombs, disabling features, trap doors, or other code that would enable unauthorized access to the Customer's systems. Customer 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**"). Customer shall assist CoreView in identifying and reproducing the Defect. CoreView will diligently and in good faith attempt to correct the Defect by repairing or modifying the Product(s) within a commercially reasonable period. If CoreView is unable to correct such Defect, Customer shall be entitled to terminate this Agreement and receive a refund of any prepaid fees from the time the Defect was reported through the end of the Term.

c.   <u>Disclaimer</u>. THE WARRANTIES MADE IN THIS SECTION 6 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE PRODUCTS INCLUDING THOSE CONTAINED IN ANY THIRD-PARTY SOFTWARE OR ANY OTHER INFORMATION RELATING TO THE PRODUCTS. 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 BE CORRECTED.

7.   LIMITATION OF LIABILITY.

a.   <u>Exclusion</u>. 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 CUSTOMER 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 8 (FEES; PAYMENT TERMS); SECTION 10 (INDEMNIFICATION); SECTION 11 (CONFIDENTIALITY); FRAUDULENT OR WILLFUL MISCONDUCT; CLAIMS RESULTING FROM DEATH, BODILY HARM, GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT, OR AS OTHERWISE PROHIBITED BY APPLICABLE LAW; OR COREVIEW'S REASONABLE ATTORNEY'S FEES NECESSARY TO COLLECT ANY AMOUNTS OWED BY CUSTOMER UNDER THIS AGREEMENT.

8.   FEES; PAYMENT TERMS. This Section 8 applies only if Customer orders the Products directly from CoreView. If Customer orders the Products from a Partner, payment terms are as agreed-upon between Customer and such Partner.

a.   Generally. Unless otherwise set forth in an Order, fees are due to CoreView within thirty (30) days of Customer's receipt of an Order or invoice. CoreView shall bill Customer fees based on the number of Licenses required by Customer for its Users or Tenants as set forth in an applicable Order. 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, value-added tax, and duties imposed by taxing authorities, and Customer is responsible for all such taxes, excluding taxes based solely on CoreView's income. Except as otherwise expressly provided in this Agreement, 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.

9.   AUTHORIZED USAGE VERIFICATION.   At the end of each calendar month or quarter during the Term, CoreView (or CoreView's Partner if Customer purchases Products through a Partner) shall verify via the Platform that Customer's use or deployment of the Products comply with the Agreement including without limitation the number of Licenses required for the number of Customer Users or Tenants. If such verification shows that Customer is using the Product: (a) to manage more Customer Users or Tenants (or other Third-Party Software Users, if applicable) in excess of the number of Licenses provided to Customer 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, Customer shall pay any additional License fees due for the incremental utilization and any applicable related maintenance and support fees, if any, which shall be set forth in an invoice issued by CoreView after such verification. CoreView and Customer agree that such invoice will reflect the final and binding statement setting forth the amount (the "**True-Up Amount**") of additional Licenses or additional fees to be paid for by Customer for such incremental utilization as fees due for the remainder of the applicable Term. Unless otherwise specified in an Order, this calculation will be based on CoreView's current list price.

10. INDEMNIFICATION.

a. <u>Indemnification by Customer</u>. Customer 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 resulting from a claim by any third party arising out of or relating to: (i) Customer's or its Users' use of the Products, unless such claims are covered by CoreView's obligations in Section 10.b below; (ii) Customer Data; or (iii) Customer's noncompliance with applicable laws.

b. <u>Indemnification by CoreView</u>. CoreView shall indemnify and defend Customer, its Affiliates and their respective officers, directors, employees and agents from any losses, damages, costs and expenses awarded by a court or from settlement for a claim arising from any third party claim against Customer alleging the Products (excluding Customer 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 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 Customer 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. <u>Indemnification Process</u>. The indemnified party shall provide (i) prompt written notice of any claim subject to indemnification under this Section 10 (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. <u>Exceptions</u>. 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) Customer Data.

e. <u>Sole Remedy</u>. THIS SECTION 10 PROVIDES CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET, OR OTHER PROPRIETARY RIGHTS.

11. CONFIDENTIALITY.

a.   Confidential Information Defined. "**Confidential Information**" means all non-public or proprietary information and material of a technical, economic, financial or business nature that a reasonable person would deem to be confidential given its nature or the circumstances of its disclosure, whether or not such information is reduced to writing or other tangible form and whether or not marked as "Confidential" or "Proprietary". Confidential Information may also include trade secrets that may be disclosed by the parties during the Term. Confidential Information of Customer expressly includes the Customer Data and any information or documentation thereof provided by Customer to CoreView. Confidential Information excludes 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) furnishes prompt notice of such order or requirement in sufficient time to enable the discloser to seek a protective order or otherwise contest such order or requirement, (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. Each party shall notify the other as soon as practicable in the event of unauthorized disclosure of Confidential Information and the notifying party shall take all reasonable steps necessary to mitigate or remediate such unauthorized disclosure.

c.   Remedies. 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.

d.   Survival. The obligations regarding confidentiality in this section shall continue through the end of the Term, and for five (5) years thereafter, while obligations with respect to trade secrets shall continue for so long as such information is protectible as a trade secret.

12.   TERM AND TERMINATION.

a.   Term. This Agreement will commence on the Effective Date and continue in full force and effect until the last Order expires or as terminated hereunder. Unless otherwise specified in the applicable Order: (i) the initial term of each Order is one (1) year from its date of execution (the "**Initial Term**"), and (ii) after expiration of the Initial Term, the term of an Order will renew for successive one (1) year periods (each, a "**Renewal Term**") unless Customer provides written notice of its intent to terminate at least thirty (30) days prior to the end of the then-current term. CoreView shall provide Customer with renewal pricing for a successive term no later than sixty (60) days prior to the end of the then-current Term. The Initial Term and each Renewal Term shall be referred to collectively as the "**Term**".

b.   Suspension of Access. CoreView reserves the right to suspend access to the Products if (i) Customer'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 (ii) if payment is not received within sixty (60) days of Customer's receipt of an undisputed Order or invoice. CoreView will use reasonable efforts to notify Customer of any suspension in advance and access to the Product will be reinstated upon receipt of payment or when the breach has been cured.

c.   Termination for Cause. These Terms or any Order 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 the breaching party's receipt of written notice of such breach. Termination shall be effective immediately at the end of the cure period if the breach has not been cured.

d.   Termination for Bankruptcy or Insolvency. Either party may terminate this Agreement by written notice to the other party if the other party (i) becomes insolvent; (ii) becomes subject to any bankruptcy, liquidation, insolvency, or similar proceedings; (iii) makes an assignment for the benefit of its creditors; or (iv) applies for or consents to the appointment of a trustee, receiver or custodian.

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

f.   Effect of Termination. Early termination of this Agreement shall prevent any further Orders being placed but shall not result in termination of any current Orders, provided that CoreView reserves the right to terminate all current Orders due to a material breach of this Agreement.   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 undisputed amounts due to the other party that have accrued prior to termination will not be affected. CoreView may retain Customer Data for at least up to ninety (90) days after termination of these Terms (the "**Data Retention Period**"). During the Data Retention Period, Customer may download a copy of the Customer Data at no additional charge. Following the earlier of (i) expiration of the Data Retention Period, (ii) the date upon which Customer retrieves Data, or (iii) Customer confirms it will not download its Data, CoreView shall delete the Data from any systems on which Data is present without further notice to Customer. For the avoidance of doubt, termination of this Agreement does not change any Customer payment obligations prior to the effective date of termination and Customer shall be legally obligated to pay all fees due and payable to CoreView notwithstanding such termination.

g.   Survival. Rights and obligations contained in Sections 6, 7, 10, 11, 12, 13, and 14 shall survive termination of this Agreement.

13.   **INTELLECTUAL PROPERTY**

a.   CoreView reserves all rights not expressly granted to Customer in these Terms. Without limiting the generality of the foregoing, Customer acknowledges and agrees that any implementation, customization, configuration, or deployment of the Products for Customer shall not affect or diminish CoreView's rights, title, and interest in and to the Products.

b.   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 Customer suggests any new features, functionality, or improvements to the Products ("**Feedback**"), Customer acknowledges that all Feedback and products or services incorporating such Feedback are the sole and exclusive property of CoreView, and Customer hereby irrevocably assigns to CoreView all intellectual property rights and all other rights and title to such Feedback.

c.   Customer acknowledges that CoreView uses its (or its licensors') Intellectual Property, e.g., preexisting proprietary computer software, methodology, techniques, software libraries, tools, algorithms, materials, products, ideas, skills, designs, and know-how, and that CoreView may also create additional intellectual property relating to the Products or while delivering the Services ("CoreView Intellectual Property"). Customer agrees that all proprietary rights to the CoreView Intellectual Property are licensed hereunder, not granted, and only for the Term of this Agreement.

d.   Unless otherwise set forth in an Order, nothing created for Customer by CoreView within the scope of this Agreement shall be considered a "work for hire" as defined under U.S. and international copyright laws.

14.   **GENERAL TERMS.**

a.   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. In the event of a conflict between these

Terms or an Order (including any schedules thereto), the terms contained in an Order shall take precedence over these Terms. Notwithstanding the foregoing, any conflicting terms contained in a purchase order issued by Customer shall be considered void. Any terms or conditions contained in a purchase order issued by Customer that are inconsistent with, in addition to, or imply to vary the terms and conditions of this Agreement are hereby rejected by CoreView and shall be deemed null, void, and of no effect. The term "including" appearing in these Terms should be construed as meaning "including without limitation".

b.   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.

c.   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.

d.   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, including, but not limited to, acts of God, floods, fires, earthquakes, natural disasters, epidemics, pandemics, wars, terrorism, explosions, riots, civil unrest, labor stoppages, computer related attacks, hacking, power outages, failures of the Internet, or other catastrophes, provided that the party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated.

e.   Governing Law. The interpretation of these Terms shall be governed by the laws of the State of Delaware, USA, without regard to its conflict of laws principles. The United Nations Convention for the International Sale of Goods is excluded.

f.   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 the day of sending the email (if the sender does not receive an undelivered or non-delivery message).

g.   Publicity. CoreView may identify Customer in CoreView's promotional, marketing, or other materials and refer to Customer by name, logo, trade name, and/or trademark.

h.   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. The parties agree that any terms or conditions contained in any Customer purchase order or in any other Customer's order documentation is void notwithstanding any conflicting provision contained therein. Any amendments or modifications to this Agreement

must be set forth in a written document that is signed by authorized representatives of both Parties; however, these Terms may also be incorporated by way of reference in an Order.

i.   Assignment. This Agreement may not be assigned, in whole or in part, by either Party to any third party other than an Affiliate without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement without consent to an Affiliate, or as part of a merger, or any transaction or series of transactions in which the controlling equity of such Party is transferred to a third party, or the purchase of substantially all of the assets of a Party forming the basis of this Agreement ("**Change of Control**"). Assignment without consent pursuant to a Change of Control shall be valid only if written notice of such Change of Control is provided to the non-assigning Party as soon as reasonably possible after such Change of Control and provided that the assignee (i) is not a competitor of the non-assigning party, and (ii) the assignee abides by all of the Terms of this Agreement. Assignment shall not relieve the assigning Party of its obligations under this Agreement or of any liability arising prior to such assignment. Any assignment not complying with this Section shall be considered null and void.