



Subscription and Support for CompassAPT AI/LLM Regulatory Compliance Assistant & Navigator

Part 1- General Terms

This APS GLOBAL, LLC Agreement for Acquisition of CompassAPT Subscription and Support (called the "Agreement") governs CompassAPT Resellers' and Distributors' ("Licensee") acquisition of APS GLOBAL, LLC CompassAPT subscription and support ("S&S"). S&S is provided only for those Eligible Programs licensed by Licensee within its Enterprise. Acquisition of S&S in quantities greater than the number for which Licensee is licensed does not create or imply any greater license authorization. An "Enterprise" in this Agreement is any legal entity (such as a corporation) and the subsidiaries it owns by more than 50 percent. "Eligible Programs" are described below.

APS GLOBAL, LLC has signed agreements with certain organizations ("Licensees") to promote and market S&S offerings. When a Licensee's end user orders S&S marketed by Licensee, APS GLOBAL, LLC will provide S&S to Licensee under the terms of this Agreement. APS GLOBAL, LLC is not responsible for 1) the actions of Licensees, 2) any additional obligations they have to Licensees or their end users or 3) any products or services that they supply to Licensees under their agreements. In the event that the Licensee is no longer able to market S&S, for any reason, Licensee may continue to receive S&S under the terms of this Agreement by instructing APS GLOBAL, LLC to transfer administration of S&S to another Licensee of Licensee's choice (who may require that replacement Licensee first execute one of their agreements), who is approved to market S&S to Licensees.

The terms of the sections of the Program License Agreement ("PLA") entitled "Limitation of Liability," "General," and "Governing Law, Jurisdiction, and Arbitration," including any associated applicable Country-unique Terms, are also part of this Agreement and are incorporated by reference into this Agreement with the following changes:

- a. The term "Program" is replaced by the term "S&S."
- b. The statement, "All of our rights, duties, and obligations are subject to the courts of the country in which CompassAPT Business Partner acquired the Program license" is replaced by the statement, "The rights, duties, and obligations of each of us are valid only in the country in which S&S is acquired or, if APS GLOBAL, LLC agrees, the country where S&S is used; and The phrase "the laws of the country in which CompassAPT Business Partner acquired the Program license" in the Governing Law subsection is replaced by "the laws of the country in which S&S is provided."

A copy of the PLA in its entirety is available upon request from APS GLOBAL, LLC.

Capitalized terms used but not defined in this Agreement have the same meaning as given to them in the PLA.

1. Eligible Programs
2. Eligible Programs are listed on a "quote" form that APS GLOBAL, LLC provides to Licensee.
3. S&S Period



The S&S Period is one (1) year, or the period APS GLOBAL, LLC specifies in the Transaction Documents (TD), or other document that APS GLOBAL, LLC provides to Licensee, beginning on the date of acquisition and ending on the same day of the corresponding month of the following year. If Licensee terminates S&S, APS GLOBAL, LLC does not issue a credit or refund for the unused S&S Period.

Subscription and Support

(1) Subscription and Support: During the S&S Period, for the unmodified portion of a Program, and to the extent problems can be recreated in the specified operating environment, S&S is composed of the following:

(a) Code Corrections: code to correct reported, substantial deviations from the Program's then applicable specifications.

(b) Fixes: existing Code Corrections, restrictions or known bypasses for reported problems.

(c) Program Updates: periodic releases of collections of Code Corrections, Fixes, functional enhancements and new versions and releases to the Program and documentation.

(d) Technical Assistance: a reasonable amount of remote assistance via telephone or electronically to address suspected Program defects. Technical assistance is available from Licensee's APS GLOBAL, LLC support center in their geography. Additional details regarding Technical Assistance, including APS GLOBAL, LLC contact information, are provided to the Licensee by APS GLOBAL, LLC.

(1) During the S&S Period:

(a) APS GLOBAL, LLC makes available to Licensee the most current commercially available version, release, or update to all of the Programs for which Licensee acquires S&S under this Agreement, should any be made available. Licensee's right to upgrade to a new version, release or update under this subsection may only be exercised during the Program Maintenance Period and expires at the end of the Period if Program Maintenance is not renewed.

(b) APS GLOBAL, LLC provides Program technical assistance for Licensee's routine usage, 'how-to' questions, and follow-up usage.

S&S does not include assistance for 1) the design and development of applications, 2) Licensee's use of Programs in other than their specified operating environment or 3) failures caused by products for which APS GLOBAL, LLC is not responsible under this Agreement.

(c) APS GLOBAL, LLC provides assistance during normal business hours (APS GLOBAL, LLC published prime shift hours) of Licensee's APS GLOBAL, LLC support center in their geography. This assistance is not available to Licensee's end users.

S&S does not include assistance for 1) the design and development of applications, 2) Licensee's use of Programs in other than their specified operating environment or 3) failures caused by products for which APS GLOBAL, LLC is not responsible under this Agreement.



S&S Renewal

APS GLOBAL, LLC, at its option, may renew expiring S&S under the Agreement terms and charges in effect on that date, subject to applicable law. Subsequent S&S Periods begin on the day following the end of the preceding S&S Period

Charges and Payment

If Licensee wishes to end its participation in an Eligible Program, credit or refund is allowed only under its license terms, and APS GLOBAL, LLC or Licensee will terminate and provide a prorated credit or refund. APS GLOBAL, LLC does not give credits or refunds for S&S without written notification (whether paper or electronic).

a. S&S acquired from a Licensee.

When a Licensee acquires S&S from another Licensee, the providing Licensee sets the charges and the terms governing said charges. Acquiring Licensee will pay providing Licensee directly.

b. S&S acquired directly from APS GLOBAL, LLC

(1) Charges for S&S during each S&S Period, called the S&S Charge, are invoiced in advance.

(2) The S&S Charge may vary, depending on, for example, the ELA usage level of the Program.

(3) APS GLOBAL, LLC may increase the S&S Charge without notice. An increase will not apply to Licensee if APS GLOBAL, LLC receives Licensee's order for S&S before the effective date of the increase and within three months of receipt by APS GLOBAL, LLC of Licensee's order APS GLOBAL, LLC makes S&S available to Licensee. Licensee receives the benefit of a decrease in the S&S Charge for amounts which become due on or after the effective date of the decrease.

(4) Amounts are due and payable upon receipt of invoice. Licensee agrees to pay accordingly, including any late payment fee.

(5) If any authority imposes a duty, tax, levy, or fee, excluding those based on APS GLOBAL, LLC's net income, upon S&S APS GLOBAL, LLC supplies under this Agreement, then Licensee agrees to pay that amount as specified in the invoice, unless Licensee supplies exemption documentation.

S&S Transferability

Licensee may transfer S&S only to an entity that is within Licensee's Enterprise and located within the country in which S&S is acquired, provided that (1) the applicable Program is transferable and is transferred in accordance with its license terms and (2) the entity receiving the Program agrees to the terms of this Agreement. When Licensee transfers the Program, Licensee must also transfer a printed copy of this Agreement for the entity to receive S&S.



Licensee's Responsibilities

Licensee agrees that when Licensee acquires S&S for a Program:

Licensee will acquire S&S at the same level of use as that at which the Program it is authorized. Partial coverage for a particular Program is not offered.

Licensee is responsible for the results obtained from the use of the S&S.

Licensee remains responsible for adequately protecting Licensee's system and all data contained in it related to the Program.

Licensee will not assign, or otherwise transfer, this Agreement or Licensee's rights under this Agreement, or delegate Licensee's obligations, without APS GLOBAL, LLC's prior written consent. Any attempt to do so is void. The assignment of this Agreement, in whole or in part, within the Enterprise of which either of us is a part or to a successor organization by merger or acquisition does not require the consent of the other. APS GLOBAL, LLC is also permitted to assign its rights to payments under this Agreement without obtaining your consent. It is not considered an assignment for APS GLOBAL, LLC to divest a portion of its business in a manner that similarly affects all of its Licensees.

Compliance Verification

Upon reasonable notice, APS GLOBAL, LLC and its independent auditors may verify Licensee's compliance with this Agreement, including Program licenses, acquired entitlements and metrics, at all sites and for all environments, including cloud environments, in which Licensee uses (for any purposes) Programs. APS GLOBAL, LLC will notify Licensee in writing if any such audit indicates Licensee is not in compliance with the terms of this Agreement.

Licensee agrees to promptly pay any additional charges (including charges for S&S or S&S) and other liabilities Licensee becomes obligated to pay based on Licensee's use of Eligible Programs or Licensee's failure to comply with this Agreement or applicable licensing and pricing terms, including, without limitation, any such failure identified through APS GLOBAL, LLC's exercise of its verification rights under this Agreement.

The rights and obligations set forth in this section 8 of the Agreement remain in effect during the term of this Agreement and for two years thereafter.

Warranty for S&S

APS GLOBAL, LLC warrants that S&S will be provided using reasonable care and skill. The warranties will be voided by misuse, accident, modification, unsuitable physical or operating environment, operation in other than the specified operating environment, or failure caused by a product for which APS GLOBAL, LLC is not responsible.

THESE WARRANTIES ARE LICENSEE'S EXCLUSIVE WARRANTIES AND REPLACE ALL OTHER EXPRESS WARRANTIES OR CONDITIONS EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER OR LIMITATION. APS GLOBAL, LLC DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

APS GLOBAL, LLC does not warrant uninterrupted or error-free provision of S&S or that APS GLOBAL, LLC will correct all defects.



Changes to Agreement Terms

APS GLOBAL, LLC may change the terms of this Agreement by giving Licensee three months' prior written notice by letter or e-mail, directly to Licensee. These changes are not retroactive and apply, as of the effective date APS GLOBAL, LLC specifies in the notice, only to new orders and renewals.

Termination and Withdrawal

Either party may terminate this Agreement if the other does not comply with any of its terms, provided the one who is not complying is given written notice and reasonable time to comply.

APS GLOBAL, LLC may withdraw S&S for a Program by publishing a notice of withdrawal not more than 12 months prior to its effective date. If APS GLOBAL, LLC withdraws S&S for which Licensee has prepaid and APS GLOBAL, LLC has not yet fully provided it to Licensee, at its sole discretion APS GLOBAL, LLC will either continue to provide S&S to Licensee until the end of the current S&S Period or give Licensee a prorated refund. Acquisition of S&S does not extend the period for which a Program is supported. Notwithstanding anything to the contrary in this Agreement, if APS GLOBAL, LLC terminates Licensee's license for an Eligible Program due to Licensee's breach of any of its terms, APS GLOBAL, LLC may also concurrently terminate S&S for that Program. In this instance, APS GLOBAL, LLC is not obligated to issue a refund or credit for any unused portion of S&S.

APS GLOBAL, LLC may withdraw the S&S offering in its entirety on not more than 12 months' written notice to all then current S&S Licensees by letter or e-mail.

Any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled and apply to both of our respective successors and assignees.

Additional Terms

- a. Licensee authorizes APS GLOBAL, LLC and its subsidiaries (and/or their successors, assignees, contractors, and APS GLOBAL, LLC Resellers) to store and use Licensee's business contact information wherever they do business, in connection with APS GLOBAL, LLC Products and Services or in furtherance of APS GLOBAL, LLC's business relationship with Licensee.
- b. APS GLOBAL, LLC uses information about errors and problems only to improve its Products and services and assist with its provision of S&S.

Licensee remains responsible for (i) any data and the content of any database Licensee makes available to APS GLOBAL, LLC, (ii) the selection and implementation of procedures and controls regarding access, security, encryption, use, and transmission of data (including any personally identifiable data), and (iii) backup and recovery of any stored data. Licensee will not send or provide to APS GLOBAL, LLC access to personal information and will be responsible for any reasonable costs and other amounts that APS GLOBAL, LLC may incur relating to any such information mistakenly provided to APS GLOBAL, LLC or to the loss or disclosure of such information by APS GLOBAL, LLC, including those arising out of any third-party claims. All information exchanged is nonconfidential. If either of us requires the exchange of confidential information, it will be made under a signed confidentiality agreement.



Each party may communicate with the other by electronic means and such communication is acceptable as a signed writing to the extent permissible under applicable law. An identification code (called a "user ID") contained in an electronic document is sufficient to verify the sender's identity and the document's authenticity.

Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations.

This Agreement is the complete agreement regarding Licensee's acquisition of S&S and replaces any prior oral or written communications between Licensee and APS GLOBAL, LLC concerning S&S. In entering into this Agreement, neither party is relying on any representation that is not specified in this Agreement including without limitation any representations concerning: 1) performance or function of any Product or system, other than as expressly warranted; 2) the experiences or recommendations of other parties; or 3) results or savings Licensee may achieve. Additional or different terms in any written communication from Licensee (such as a purchase order) are void. Licensee accepts the terms of this Agreement without modification by any one of the following means: to the extent permissible under applicable law, by ordering, using, or making payment for S&S or, where required by law, signing a transaction document. S&S becomes subject to this Agreement when APS GLOBAL, LLC or Licensee accepts order or payment. Once in effect, 1) unless prohibited by applicable local law or specified otherwise, any reproduction of this Agreement made by reliable means (for example, photocopy, electronic scan or facsimile) is considered an original and 2) S&S Licensee orders under this Agreement are subject to it.