



## MASTER SOFTWARE AND CLOUD SERVICES TERMS

### Effective June 1, 2022

These Master Software and Cloud Services Terms ("Master Terms") form an agreement between i-PRO Americas Inc., a Delaware corporation ("i-PRO"), and the customer ("Customer"), who purchases products that include embedded Software ("Products"), and/or otherwise consist of Cloud Services from i-PRO or an authorized distributor or reseller of i-PRO. Customer agrees that these Master Terms govern any purchase of any Products and/or a subscription to any Cloud Products from i-PRO. Collectively, the Software and Cloud Products shall be referred to as the "i-PRO Solutions".

#### 1. DEFINITIONS

The definitions used in these Master Terms have the meaning given to them below, unless otherwise defined in the Agreement:

- 1.1. "Agreement" collectively means these Master Terms, together with the Order Form or other written agreement between Customer and i-PRO that sets forth the i-PRO Solutions to be accessed and used by Customer.
- 1.2. "Authorized User" means an employee, officer, or director of Customer or a contractor designated by Customer as authorized to use or access the i-PRO Solutions solely on Customer's behalf and for which Customer has paid the appropriate license or access fees to i-PRO.
- 1.3. "Cloud Platform" means the private cloud and/or hybrid cloud hosting infrastructure utilized by i-PRO or its third-party vendor to host the Cloud Products as identified in the Documentation.
- 1.4. "Cloud Products" means Software that is made available by i-PRO to Customer on a software-as-a-services basis through the Cloud Platform or that is installed Software licensed by Customer and hosted by i-PRO on Customer's behalf in the Cloud Platform.
- 1.5. "Cloud Services" means the managed application services provided by i-PRO to host and maintain the Software identified in an Order Form and to make it accessible to Customer from the Cloud Platform. Cloud Services shall include all Support Services for the identified Cloud Products.
- 1.6. "Confidential Information" means any and all information which is either identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including, but not limited to, Customer Data, the i-PRO Materials, i-PRO Solutions, the Agreement, computer programs, code, algorithms, names and expertise of employees and consultants, information relating to existing, previous and potential suppliers, customers and contracts, know-how, trade secrets, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial plans, and product plans and designs, forecasts, strategies and information. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party.
- 1.7. "Configurations" means capabilities in the i-PRO Solutions to individually tailor the application, consisting of configurations (such as custom fields, custom objects, custom events, custom menus, custom business rules, client scripting, report layouts) and personalization's (such as shortcuts, saved searches, screen layouts, etcetera).
- 1.8. "Customer Components" means everything needed by the Customer to access and use the Cloud Products, including without limitation hardware, routers, VPN's firewalls software and other products not specifically included in the Cloud Products.
- 1.9. "Customer Data" means all data and all content submitted by Customer using the Cloud Products or provided by Customer to i-PRO, including customer video data and all intellectual property rights embodied in such data or content.
- 1.10. "Documentation" means the user guides and product literature and descriptions published by i-PRO that describe the material features and functions, technical requirements, permissible uses, Support Services and committed service levels, and other material terms of the i-PRO Solutions, as the same may be updated by i-PRO from time to time.
- 1.11. "i-PRO Materials" means the i-PRO Solutions together with their Documentation, or any other software, materials, documentation, works or results of any kind, whether tangible or intangible, whether in their interim or final versions and whether or not based on any pre-existing works of i-PRO, furnished, developed, provided or created by i-PRO pursuant to the Agreement, as well as any customization, configuration, custom field, port or screen reformatting, correction, modification, improvement, enhancement, translation, compilation, remodeling, or any other derivative work thereof of any kind.
- 1.12. "Insolvency Event" means an entity ceases to do business as a going concern, makes an assignment for the benefit of creditors (except in connection with a reorganization under which the business of such Party is to continue as before), admits in writing its inability to pay debts as they become due, files a winding-up petition or petition in bankruptcy or insolvency or is declared bankrupt or insolvent by a competent court of law or other relevant authority, appoints a receiver or liquidator or a receiver or liquidator is appointed for it or any substantial part of its assets or properties, or any other similar event in the applicable jurisdiction takes place.
- 1.13. "Order Form" means the order for the i-PRO Solutions which sets forth the material terms thereof including, but not limited to, the number and types of Authorized Users, the subscription term, and the applicable Fees.
- 1.14. "Party" or "Parties" means, individually and collectively, the contracting parties to the Agreement.
- 1.15. "Support Services" shall mean the provision of Updates for the i-PRO Solutions together with the technical support services and service levels provided by i-PRO. Support Services do not include the provision of implementation, development or other consultancy or professional services agreed to be provided by i-PRO, which will be subject to the i-PRO Professional Services Terms set forth at Professional Service Terms, together with the applicable Statement of Work.
- 1.16. "Software" means i-PRO's standard, unmodified proprietary software products, modules, applications, "apps" and programs (but, for the avoidance of doubt, excluding any Third-Party Software included therein or associated therewith) which Customer has licensed and/or been granted the right to access and use under an Order Form. Software is limited to machine readable code (generally referred to as executable or object code) and the user instructions included in the Software



Documentation and includes each copy, translation, update, modification, enhancement or other derivative work of all or any part of the programs, in any medium, delivered to or made available to Customer under these Master Terms. It does not include vocabularies and other items generally referred to as source code, nor any descriptions not included in the Software Documentation.

- 1.17. “Third-Party Software” means a software product, data or service not owned by i-PRO or designated as free and open source software that has been embedded into or made available through an i-PRO Solution. Third-Party Software shall be subject to the licensing terms of the Third-Party Software provider and note these Master Terms, to the extent access to the same is provided to Customer by i-PRO. Third-Party Software is not an “i-PRO Solution” under these Master Terms.
- 1.18. “Updates” means bug fixes, patches, error corrections, workarounds, enhancements and upgrades to i-PRO Solutions that i-PRO makes generally available for the applicable Software or Cloud Products. Updates shall be considered “Software” for purposes of these Master Terms. Updates do not include any major version upgrade to an i-PRO Solution that i-PRO makes available subject to a separate license or upgrade fee.

## 2. ORDERING PRODUCTS AND SERVICES

- 2.1. These Master Terms govern the provision by i-PRO of the i-PRO Solutions. The i-PRO Solutions shall have the features and functions set forth in the relevant Documentation which shall be deemed incorporated into these Master Terms by reference. In order to purchase i-PRO Solutions, Customer shall enter into an Order Form with i-PRO which identifies the specific i-PRO Solutions being purchased and sets out the applicable fees, subscription terms, and any other usage terms, restrictions or material rights and obligations.
- 2.2. Customer agrees that its purchase of the i-PRO Solutions is not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by i-PRO regarding future functionality or features.

## 3. SOFTWARE LICENSE

- 3.1. Software License. Customer is granted a personal, non-exclusive, non-transferable and non-assignable, limited license to access and use, the Software solely in connection with Customer's use of the Product for the subscription term set forth in the Order Form. If no subscription term is specified in the Order Form, the foregoing license shall be perpetual. All use of the Software and Product(s) shall be in accordance with the Documentation and any restrictions or limitations regarding applicable use levels set forth in the Order Form. Customer shall have the right to configure the Software for its use solely through its embedded functionality (e.g., such as to create custom fields, custom objects, custom events, custom menus, custom business rules, and other personalization).
- 3.2. Support Services. If Customer purchases Support Services, i-PRO shall make available all Updates to the Software made available for general commercial distribution by i-PRO and shall provide the technical support services. Support Services for the Software shall commence on the date specified in the Order Form and shall continue (a) for successive periods of 12 months unless either Party gives written notice of termination to the other Party at least six (6) months prior to the expiry of such 12 month period, or (b) for the initial term where an initial term for Support Services is stated in an Order Form, and thereafter for successive periods of 12 months unless either Party gives written notice of termination to the other Party at least six (6) months

prior to the expiry of the initial term or any subsequent 12 month period.

- 3.3. License Keys. The Software may include an embedded security system which must be used together with a license key. The license key may limit the use of the Software to the applicable use level and prevent a single user from using more than one workstation at the same time and is valid for a certain period of time following which the license key must be renewed. i-PRO is not responsible for any cost or loss arising out of Customer's failure or delay to renew the license key. Customer may not, and will not permit its users to, share or transfer any license key, password or other security device relating to the use of the Software with or to any other user of the Software or any other third party.
- 3.4. Third-Party Software. Third-Party Software embedded or incorporated into the Software shall be subject exclusively to the separate license terms set forth in the Order Form or Documentation, if any. Third Party Software shall be deemed sublicensed to Customer on the terms set forth in these Master Terms if no Third-Party Software license terms are referenced.
- 3.5. Restrictions. Except to the extent permitted by applicable law, the Customer shall not (nor enable or permit others to) as a condition and material term of the license, without i-PRO's prior written permission: (a) make any correction, adjustment, modification, customization, addition, creation of derivative works or in any other way using any portion of the Software for development purposes of any kind; (b) copy (except as expressly permitted herein), decompile, reverse engineer, disassemble, decrypt, translate or unbundle the Software or Documentation, nor attempt to extract or in any other way recreate or derive the source code or review data structures or similar materials included in or produced by the Software; (c) assign, transfer, distribute, export or re-export, sell, rent, lease, lend, pledge, sublicense or otherwise exploit or encumber the Software or Documentation, or otherwise make available any portion thereof, or use or permit use on behalf of, any third party for any purpose (whether in such third party's business operations or otherwise), including but not limited to use in the operation of a service bureau, sourcing, subscription or time-sharing arrangement, software as a service, or in a hosting or outsourcing context; (d) attempt to defeat the present and any future security system of the Software; (e) publish any results of benchmark tests conducted with regard to any portion of the Software or attempt to use the Software for purposes of competitive analysis or to make a competing product; or (f) to otherwise act in any way that would deprive i-PRO or a third party licensor, in whole or in part, of any fees to which it is entitled in the Software or Documentation.

## 4. CLOUD SERVICES

- 4.1. Customer's Authorized Users are granted a personal, non-exclusive, non-transferable and non-assignable, limited right to access and use the Cloud Products commencing on the date specified in the Order Form and continuing for the subscription term specified therein. Unless earlier terminated in accordance with these Master Terms, the subscription to the Cloud Services will terminate upon the expiration of the initial subscription term unless renewed by the written agreement of the Parties. Access to the Cloud Products is solely for Customer's internal business operations and is subject to all usage limitations set forth in the Order and the terms of the i-PRO Acceptable Use Policy set forth at: [Acceptable Use Policy](#).

## 4.2. Cloud Services may consist of:

- 4.2.1. Implementation of the Software within the Cloud Platform;
- 4.2.2. Facilitating network connectivity into the Cloud Platform (excluding for the avoidance of doubt Customer's network connectivity into the Cloud Platform);
- 4.2.3. Management of the Cloud Platform and agreed environments;
- 4.2.4. The provision of Cloud Services availability information generated through monitoring tools.

## 4.3. Once i-PRO has installed and initialized the Cloud Products and Cloud Platform, Customer is responsible for day to day functional administration and usage of the Cloud Platform, including but not limited to the following:

- 4.3.1. Configuration and management of Customer on-site routes/firewalls used to establish VPN or other connectivity;
- 4.3.2. Configuration and management of software (if any) installed on site with Customer;
- 4.3.3. Installation, configuration, and maintenance of any software on end-user machines;
- 4.3.4. Managing Customer Data;
- 4.3.5. Internal Customer case/problem management; centralized co-ordination of incident reporting to i-PRO as needed;
- 4.3.6. Creating and managing Authorized User, profiles, settings and permissions;
- 4.3.7. Configuring and managing archiving, history logging, tasks, background jobs, messages, and event actions;
- 4.3.8. Report management and archiving; and
- 4.3.9. Functional use of the Cloud Platform, including integrations.

## 4.4. Offboarding Assistance. Upon Customer's written request on the termination or expiration of the Cloud Services subscription term, i-PRO will provide Customer with an export of the Customer Data of up to 5TB in i-PRO's standard/common export format for no additional charge. Except where agreed by the Parties in writing prior to the termination or expiration of the Cloud Services term, all Customer Data stored on the Cloud Platform will be erased by i-PRO on termination or expiration of the Cloud Services. Customer must have sufficient resources (networking, bandwidth, and storage) to download and receive Customer Data. i-PRO may in some cases provide Customer with limited access to the Cloud Services for purposes of copying / downloading its Customer Data. If Customer wishes i-PRO to perform all exporting and downloads this will be a chargeable service at i-PRO's then-current rates and shall be subject to the [Professional Service Terms](#).

## 4.5. Cloud Platform. Customer acknowledges and agrees that the Cloud Platform is provided by i-PRO's vendor (e.g., Amazon, Microsoft Azure, etc.) and that the Cloud Services are further subject to any terms, restrictions and limitations imposed by the Cloud Platform provider, which remain subject to change throughout the subscription term. Customer acknowledges that i-PRO may be limited in the provision of the Cloud Services by the Cloud Platform vendor's terms and conditions. i-PRO reserves the right to change the Services to reflect any change to the Cloud Platform vendor's terms and conditions or as mandated by applicable law. In the event of any change, i-PRO will give

Customer reasonable prior written notice setting out the scope and contents of the change and the impact of the same. If in the reasonable opinion of Customer such changes will materially impair the functionality of the Cloud Services, the Parties shall discuss in good faith a resolution to such impairment, and if no such resolution can be achieved within ninety (90) days of i-PRO's notice of the change, the Customer will be entitled to terminate the Cloud Services on thirty (30) days written notice to i-PRO. Such notice to terminate must be served on i-PRO within thirty (30) days the Parties' determination that no resolution can be achieved.

## 4.6. Customer Responsibilities. Customer is solely responsible for: (a) the selection, operation and maintenance of all Customer Components (b) all Configurations; (c) all Content including, without limitation, its selection, creation, design, licensing, installation, disruption, error, reprogramming, repair and accuracy (except to the extent that any error, disruption, or defect is caused by the Support Services or Cloud Services), and for all necessary permissions to include the Content in the Cloud Platform and i-PRO may use, store, and process the Customer Data in the delivering of the Services; (d) all copyright, patent and trademark clearances in all applicable jurisdictions and usage agreements for any and all Customer Data and Customer shall not at any time provide or use any Customer Data or other data with the Services which infringes or may infringe any third-party intellectual property rights; (e) the selection of controls on the access and use of Customer Data; (f) the selection, management and use of any public and private keys and digital certificates it may use with the Cloud Services. Customer shall also be solely responsible for the security of all access credentials issued to its Authorized Users and for managing its roster of Authorized Users. Customer agrees to comply with the procedures specified by i-PRO from time to time regarding obtaining and updating access credentials for the Cloud Services.

## 4.7. Restrictions. Except as explicitly allowed in these Master Terms, Customer shall not (nor enable or permit others to) as a condition and material term of its use of the Cloud Services, without i-PRO's prior written permission: (a) assign, transfer, distribute, export or re-export, sell, rent, lease, lend, pledge, sublicense or otherwise exploit or encumber the Services, or otherwise make available any portion thereof, or use or permit use on behalf of, any third party for any purpose (whether in such third party's business operations or otherwise), including but not limited to use in the operation of a service bureau, sourcing, subscription or time-sharing arrangement, or in a rental, software as a service or outsourcing context; (b) publish any results of benchmark tests conducted with regard to any portion of the Cloud Services or attempt to use the Cloud Services for purposes of competitive analysis or to make a competing product; or (c) otherwise act in any way that would negatively impact any rights of i-PRO in the Services, or that would deprive i-PRO, in whole or in part, of any fees to which it is entitled, and Customer agrees to comply with all reasonable requests by i-PRO to protect the respective rights of i-PRO in the Cloud Services.

## 4.8. Controlled Data. If any Customer Data is subject to governmental regulation or other security requirements beyond those specified by i-PRO for the relevant Cloud Product, the Customer must not input such data into the Cloud Services or provide such data in to i-PRO unless i-PRO has first agreed in writing to provide additional security measures. Without limiting the generality of the foregoing, Customer agrees to not deliver, provide access, or facilitate to be viewed, in any form or format (whether physical or electronic, including email), any "controlled materials", i.e. hardware, technical data, software and/or technical assistance that is or may be deemed to be subject to any applicable export



and re-export control laws and regulations, to or by any i-PRO personnel, except with i-PRO's express prior written agreement. If such controlled materials must be exchanged, accessed or viewed, subject to i-PRO's prior agreement, Customer remains solely responsible for ensuring that any such controlled materials may be provided to i-PRO or accessed or viewed by i-PRO personnel without violating, and the Parties will consult with each other to ensure their compliance with, any and all applicable export and re-export control laws and regulations.

## 5. I-PRO CLOUDE POWERED BY GENETEC

- 5.1. The Cloud Products may include a subscription to i-PRO CloUDE *powered by Genetec* ("CloUDE"), a service that is designed to store digital evidence captured from i-PRO Products. Digital evidence stored within CloUDE is subject to the storage limitations set forth in its Documentation. If Customer exceeds such storage limitations, i-PRO shall have the right to charge for such excess storage at a rate of 9 cents per GB per month. i-PRO also offers storage plans for storage of digital evidence that originate from sources other than i-PRO devices and offboarding assistance as described in Section 4.4. Contact i-PRO support or an authorized reseller for more information.
- 5.2. CloUDE is powered by Genetec Inc. ("Genetec"). i-PRO is authorized to distribute CloUDE subject to the Genetec terms of use set forth at: [i-PRO CloUDE Terms](#) (the "CloUDE Terms"). The CloUDE Terms are the exclusive representations, warranties, service levels, support terms and other legal terms for CloUDE. The terms set forth in these Master Terms do not apply to CloUDE other than with regard to offboarding assistance as provided in Section 4.4. i-PRO and Genetec shall supply customer support for CloUDE.

## 6. FEES AND PAYMENT

- 6.1. All fees shall be paid thirty (30) days from the date of i-PRO's invoice or such alternative payment date that may be set out on the Order Form without deduction or offset. Subscription fees, fees for Cloud Services, Support Services and other recurring fees, are payable in advance of the applicable period to which they relate, the first being due on the Order Form start date unless otherwise stated in such Order Form.
- 6.2. Subscription fees, fees for Support Services and other recurring fees are subject to annual increases, in accordance with the provisions set forth in the Order Form.
- 6.3. The fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, GST, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes applicable at the time and associated with its purchases hereunder. If i-PRO has the legal obligation to pay or collect Taxes for which Customer is responsible under this clause, Customer will reimburse i-PRO for that amount unless Customer provides i-PRO with a valid tax exemption certificate authorized by the appropriate taxing authority. i-PRO will calculate applicable Taxes based on the Customer shipment or delivery address specified in the relevant Order Form. Customer will be responsible for self-assessing and paying any additional Taxes arising from its use of the i-PRO Offering at a different address and will provide i-PRO with proof of payment of such additional Taxes on request. Customer will promptly notify i-PRO of any changes to any of its addresses specified in an Order Form. Should any payment under this Agreement be subject to withholding tax by any government, Customer will remain liable to i-PRO for the full amounts invoiced hereunder, without reduction, and provide proof of payment of such withholding tax, upon i-PRO'S request. For clarity, i-PRO

is solely responsible for taxes assessable against i-PRO based on its income (other than such withholding taxes), property and employees.

- 6.4. For overdue fees, a late payment fee will accrue at the lesser of one (1%) percent of the outstanding balance per month, or the maximum rate permitted by applicable law. If any fees owing are more than thirty (30) days overdue, i-PRO may, without limiting its other rights and remedies, suspend its performance under the Agreement until such amounts are paid in full, provided i-PRO has given Customer at least 10 days' prior notice that its account is overdue in accordance with the Notices section below. Performance will be re-started upon payment of all overdue fees. However, i-PRO will not exercise its rights under this Section 6.4 if Customer disputes the applicable fees reasonably and in good faith and it is cooperating diligently with i-PRO to resolve the dispute.

## 7. CONFIDENTIALITY

- 7.1. The Parties acknowledge and agree that one Party (and/or any of its Affiliates) ("Receiving Party") may have access to Confidential Information of the other Party (and/or any of its Affiliates) ("Disclosing Party"). Receiving Party agrees (a) to hold all Confidential Information disclosed hereunder to it in confidence and to use at least the same degree of care that it uses to protect its own confidential information (but no less than reasonable care); (b) to use such Confidential Information solely for the purposes of the Agreement; and (c) not to disclose any such Confidential Information to anyone except its employees, Affiliates, and contractors who need to know the Confidential Information in connection with the Agreement and who are subject to obligations of confidentiality no less stringent than those herein. Receiving Party shall be liable for the acts and omissions of any employees, Affiliates, and contractors as it is for its own acts and omissions. Confidential Information does not include information which Receiving Party can show: (i) is, or becomes, available within the public domain without breach of any obligation owed to the Disclosing Party; (ii) is already in the possession of Receiving Party at the time of receiving the same without obligation of confidence; (iii) is independently developed or acquired by Receiving Party without any breach of the Agreement; or (iv) is received by Receiving Party from a third party without restriction on its disclosure or use. The Parties' obligations relating to Confidential Information survive the termination of the Agreement.
- 7.2. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled to do so by law, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 7.3. Damages may not be an adequate remedy for breach of the obligations of confidentiality. Receiving Party therefore acknowledges that, in addition to any other remedies that may be available at law, Disclosing Party may seek such injunctive relief, specific performance or other remedy as may be deemed proper by a court or administrative authority of competent jurisdiction.

## 8. CUSTOMER DATA

- 8.1. i-PRO will maintain administrative, physical, and technical safeguards for protection of the security and confidentiality of Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by i-PRO except to the limited extent necessary (a) to provide the i-PRO Solution including Support Services and to prevent or address technical problems,



(b) as compelled by law in accordance with Section 7 (Confidentiality) or (c) as expressly permitted in writing by Customer. Customer agrees to notify i-PRO before using the i-PRO Solutions in a manner that may involve the processing by i-PRO of any personal data subject to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (“GDPR”), including without limitation before disclosing any such personal data to i-PRO or storing any such personal data to any i-PRO Solution so that i-PRO and Customer may enter into a mutually agreeable Data Protection Addendum (“DPA”), and in which case Customer shall be the controller and i-PRO shall be the processor. The DPA shall be incorporated into the Agreement by reference to the extent applicable to the provision of the i-PRO Solutions. The Parties’ liability arising under or for breach of the DPA will be governed by these Master Terms.

- 8.2. i-PRO may track and analyze the usage of the i-PRO Solutions for purposes of assisting customers, security, and improving the i-PRO Solutions and the user experience, provided that Confidential Information of Customer remains subject to Section 7. For example, i-PRO may use aggregated and anonymized information to help customers derive more value from the i-PRO Solutions, to understand and analyze trends, or to track which features are most used. i-PRO may share anonymous usage data with its service providers for the purpose of helping in such tracking, analysis and improvements. Additionally, i-PRO may share such anonymous usage data on an aggregate basis in the normal course of operating their business; for example, i-PRO may share information publicly to show trends about the general use of their Services.
- 8.3 i-PRO will comply with all valid and lawful requests for Customer Data. i-PRO is not responsible for the availability or accuracy of any Customer Data provided under such a request.

## 9. PROPRIETARY RIGHTS

- 9.1. Customer is the owner of the Customer Data. i-PRO acquires no right, title or interest from Customer or its licensors under these Master Terms to any Customer Data. Customer grants i-PRO, its Affiliates and, if applicable, its hosting providers a worldwide, limited-term license to host, copy, transmit and display Customer Data as necessary for i-PRO to provide the i-PRO Solutions in accordance with these Master Terms.
- 9.2. Except for the limited licenses and/or use rights specified in these Master Terms and the applicable Order Form, Customer does not acquire any rights in or to the i-PRO Solutions, i-PRO Materials or i-PRO Confidential Information (collectively, “i-PRO IP”). i-PRO and its licensors reserve all rights not expressly granted to Customer hereunder. All right, title and interest, including without limitation all patents, trademarks, copyright, moral rights, database rights, trade secrets, service marks and applications for any of the foregoing, and any other intellectual property right of whatever nature anywhere in the world, in and to the i-PRO IP, shall remain or become upon creation, as applicable, the exclusive property of i-PRO or its licensors, worldwide and in perpetuity, and Customer hereby, without charge or royalty, conveys, assigns, and transfers all right, title and interest that it may have in the i-PRO IP with full and unrestricted right to i-PRO or its licensors to change, duplicate, exploit, transfer, assign or otherwise dispose of in any way, such works and all rights to enforce such rights and interests. In respect of i-PRO Materials, Customer will not remove or alter any proprietary legends or notices and to maintain any marking of ownership.

- 9.3. Subject to any applicable confidentiality provisions, nothing herein restricts either Party’s right to use and employ its general skills, know-how, techniques, concepts and expertise within its general knowledge and in the regular course of its business. Customer grant to i-PRO and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the i-PRO Solutions any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or users.

## 10. WARRANTIES

- 10.1. Mutual Warranties. Each Party represents and warrants (a) it is a duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has, and throughout the Term and any additional periods during which it receives, does or is required to perform the Software, will retain, the full right, power and authority to enter into this Agreement and perform its obligations hereunder; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- 10.2. Services Warranty. i-PRO warrants that Support Services and Cloud Services shall be provided in a professional and workmanlike manner.
- 10.3. Software Warranty. i-PRO warrants that the Software will perform substantially as described in the Software Documentation (“Software Performance Warranty”) for a period of six (6) months from the original license start date specified in the Order Form (“Software Warranty Period”). i-PRO does not warrant that the Software will be constantly available, uninterrupted or error free. i-PRO makes no performance or any other warranty with respect to Third-Party Software which is covered by whatever warranty, if any, each such third party may separately provide to the Customer. Warranty remedies outside of the Software Warranty Period will be provided as part of Support Services. Customer must therefore have a valid agreement for the provision of Support Services in regards of the warranted Software after the expiration of the Warranty Period. Subject to the Support Terms, if i-PRO has breached the Software Performance Warranty, Customer’s sole and exclusive remedy is for i-PRO to use reasonable efforts consistent with industry standards to cure the defect or otherwise to redeliver the Software so that it substantially complies with the Documentation.
- 10.4. Disclaimer. Only such limited warranties, conditions or remedies that have been expressly agreed in these Master Terms shall be granted and available to Customer and are in lieu of all other warranties, conditions or remedies, whether express or implied, written or oral, arising by statute, operation of law, course of dealing, usage or trade or otherwise, including without limitation the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular or intended purpose, ability to achieve a particular result, or accuracy or completeness of responses or results.

## 11. INDEMNITY

- 11.1. i-PRO Indemnification. i-PRO shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys’ fees) (“Losses”) incurred by Customer resulting from any third-party claim, suit, action, or proceeding (“Third-Party Claim”) that the



Cloud Products or Software, or any use of the Cloud Products or Software in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies i-PRO in writing of the claim, cooperates with i-PRO, and allows i-PRO sole authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit i-PRO, at i-PRO's sole discretion, to (A) modify or replace the Cloud Products or Software, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue using the same on a non-infringing basis. If i-PRO determines that neither alternative is reasonably available, i-PRO may terminate the Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 11.1 will not apply to the extent that the alleged infringement arises from: (i) use of the Cloud Products or Software in combination with data, software, hardware, equipment, or technology not provided by i-PRO or authorized by i-PRO in writing; (ii) modifications to the Cloud Products or Software not made by i-PRO; (iii) Customer Data; or (iv) Third-Party Software, i-PRO CLOUDE or the Cloud Platform. Notwithstanding the foregoing, i-PRO hereby passes through for the benefit of Customer any and all warranties and indemnity rights it receives from the provider of such third-party products and applications listed in (iv) concerning infringement of applicable intellectual property rights.

- 11.2. Customer Indemnification. Customer shall indemnify, hold harmless, and defend i-PRO from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights or otherwise violates applicable law, or arising out of the Customer's breach of the Acceptable Use Policy.

## 12. LIMITATION OF LIABILITY

- 12.1. Neither Party excludes or limits its liability for (a) fraud, willful misconduct or intentional or willful misappropriation of intellectual property rights; (b) death or personal injury caused by the negligence or willful default of that Party; (c) breaches of confidentiality or data security; (d) indemnification obligations; and (e) any other liability which cannot be excluded by law (the "Exclusions").
- 12.2. IN NO EVENT WILL A PARTY, OR ITS AFFILIATES, BE LIABLE UNDER THE AGREEMENT FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR INCIDENTAL COST, LOSS OR DAMAGE, OR FOR ANY LOSS OF PROFITS, REVENUE, PRODUCTION, BUSINESS OPPORTUNITY, OR LOSS OF ANTICIPATED SAVINGS, GOODWILL OR REPUTATION, OR LOSS OR CORRUPTION OF DATA, HOWSOEVER ARISING, EVEN THOUGH THE PARTIES MAY BE AWARE OF THE POSSIBILITY OR LIKELIHOOD OF SUCH COST, LOSS OR DAMAGE AND REGARDLESS OF THE FORM OF ACTION OR WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE.
- 12.3. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, EACH PARTY'S MAXIMUM AND CUMULATIVE LIABILITY FOR ALL OBLIGATIONS AND LIABILITIES ARISING UNDER THE AGREEMENT, WHETHER IN CONTRACT, TORT, NEGLIGENCE, BY STATUTE OR OTHERWISE, SHALL IN NO EVENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO i-PRO UNDER THE APPLICABLE ORDER FORM IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM (THE "DAMAGES CAP"). THE ABOVE LIMITATIONS WILL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ACCRUED FEES AND CHARGES

NOTWITHSTANDING THE FOREGOING,: (A) THE DAMAGES CAP FOR SOFTWARE LICENSED ON A PERPETUAL BASIS SHALL BE CALCULATED BASED ON A THREE (3) YEAR AMORTIZATION SCHEDULE; AND (B) i-PRO'S TOTAL AGGREGATE LIABILITY WITH REGARD TO THE EXCLUSIONS SET FORTH IN SECTION 12.1 SHALL NOT EXCEED THREE (3) TIMES THE DAMAGES CAP IN THE AGGREGATE.

- 12.4. Customer acknowledges that it is solely responsible and liable for its use and operation of any i-PRO Solution in its business, including but not limited to Customer's compliance with any laws, regulatory requirements, financial or operational controls, policies or processes, maintenance programs, industry standards or practices or other provisions applicable to its business operations as well as the compliant use and accuracy of any configuration, data or content stored or used in conjunction with or operation of any i-PRO Solution, and i-PRO expressly disclaims any liability for any cost, loss or damage of any kind in relation thereto, whether financial or physical and whether direct, indirect, consequential or incidental.
- 12.5. With respect to any Third-Party Software or services it is expressly acknowledged and agreed that no supplier of such products or services shall have any direct liability towards the Customer for any damages of any kind and howsoever arising, whether direct, indirect, consequential, special, or incidental, arising from or in connection with the use of such products or services by the Customer hereunder, except to the extent expressly stipulated in the applicable terms and conditions of such third-party supplier.

## 13. TERM & TERMINATION

- 13.1. These Master Terms shall continue in force until all Order Forms hereunder have expired or have been terminated.
- 13.2. Either Party may terminate an Order Form where the termination cause relates to such Order Form: (a) if the other Party commits or permits a material breach of the Agreement and the other Party fails to cure such breach, if the breach is capable of cure, within thirty (30) days of receipt of written notice from the terminating Party giving details of such breach or (b) if the other Party suffers an Insolvency Event. In addition, i-PRO may terminate an Order Form if Customer becomes subject to sanctions under applicable EU/US/UN or other applicable export control and economic sanctions laws and regulations or becomes so by being directly or indirectly controlled by such a sanctioned entity or person. Termination or expiration of an Order Form shall not affect any other Order Form. However, where the cause of termination relates to all Order Forms, a single notice of termination of all Order Forms may be provided to the other Party.
- 13.3. Effect of Termination. (a) Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have pursuant to the terms of the Agreement with respect to any breach of the Agreement. (b) Except in the event of i-PRO's termination for default, licenses granted to Customer hereunder shall survive termination of these Master Terms or the applicable Order Form for the remainder of the applicable license term, subject to Customer's continued compliance with the terms hereof. Upon expiry or termination of any license granted hereunder, Customer shall cease using the i-PRO Solution and delete all copies of any Software or other i-PRO Materials from its systems, including copies stored for archival or storage purpose and either destroy or return them to i-PRO. (c) Termination or expiration will not



relieve Customer of its obligation to pay all fees that have accrued prior to the effective date of such termination or expiration or are otherwise payable to i-PRO hereunder, including under any Order Form. (d) Termination or expiration of under any Order Form may require Customer to engage i-PRO to conduct certain de-installation, modifications or other activities to the i-PRO Offering or parts thereof affected by such termination. i-PRO reserve the right to charge for such services. In addition, i-PRO may provide migration or other transition services, subject to separate terms and charges.

#### 14. GENERAL TERMS

14.1. Export. Customer acknowledges that the Products and i-PRO Solutions sold pursuant to this Agreement, which may include technology and software, are subject to United States export and re-export controls and economic sanctions regulations, statutory and regulatory requirements, and similar or analogous regulations and laws in any other jurisdiction in which Customer operates, as such now exist or as such may subsequently be enacted or amended (collectively, the "Export Control Laws"). It is the Customer's responsibility to comply with and abide by those Export Control Laws, including, without limitation, the U.S. Export Administration Regulations. Under U.S. law, the Products purchased pursuant to this Agreement may not be exported or re-exported (i) in violation of Export Control Laws; (ii) any to any individual or entity located in a country subject to a U.S. comprehensive sanction or embargo or similar or analogous sanctions or embargoes of any other jurisdiction in which Customer operates, including Cuba, Iran, North Korea, Syria or the Crimea, Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR) regions of Ukraine; (iii) to any person or entity found on any denied party list administered by the United States, including the U.S. Department of the Treasury's Office of Foreign Assets Control's (OFAC) Specially Designated Nationals (SDN) List, the U.S. Department of Commerce's Bureau of Industry and Security's Entity List, or similar or analogous lists of the United States or any other jurisdiction in which Customer operates; or (iv) for any prohibited end use or to any prohibited end user as described in the U.S. Export Administration Regulations or similar or analogous regulations and laws of any other jurisdiction in which Customer operates. Customer represents and warrants it is not located in, under the control of, or a national or resident of any such country or on any such list. Customer agrees not to provide any written regulatory certification or notifications on behalf of i-PRO.

(a) Each Party shall comply fully with all applicable export and re-export control laws and regulations of the Parties. (b) The Customer will ensure that neither the i-PRO Materials, Solution, Software, Products, nor any direct product thereof are (i) exported, directly or indirectly, in violation of such laws and regulations; or (ii) are intended to be used for any purposes prohibited by such laws and regulations, including, but not limited to, nuclear, chemical, or biological weapons proliferation. (c) Customer and i-PRO shall in connection with the Agreement comply with, if applicable, the US Arms Export Control Act, the US International Traffic in Arms Regulations ("ITAR"), the US Export Administration Act, and the US Export Administration Regulations ("EAR"). (d) If any of the hardware, technical data, software and/or technical assistance (collectively, "Controlled Materials") to be provided to i-PRO by Customer, or which may be viewed by i-PRO personnel, are controlled under the ITAR or EAR, Customer shall obtain i-PRO's prior written approval before providing any Controlled Materials to i-PRO or before i-PRO personnel view Controlled Materials. If Controlled Materials must be exchanged or viewed, the Parties shall consult with each other to ensure the Parties' compliance with export control laws. In no

event will i-PRO accept or receive any ITAR Controlled Materials in electronic or physical form on its sites or infrastructure, including email. Solely for the purposes of fulfilling its contractual obligations to Customer, i-PRO Affiliates (or subcontractors) located in and/or outside of the country or countries in which Customer operates may access or view Customer Data for which Customer is responsible and such data may be accessed or viewed by foreign nationals.

14.2. Entire Agreement. The Agreement, including these Master Terms, the applicable Order Form, and any document incorporated into them by reference forms the complete and exclusive statement of the agreement between the parties and supersedes any proposal or prior oral or written agreement, or any other communications relating to the subject matter of the Agreement. The Agreement may not be amended, modified, or supplemented except by the written agreement of both of the parties except that terms incorporated into the Agreement by i-PRO by reference (such as the Documentation) may be updated by i-PRO posting an updated copy of such terms to the relevant website and/or by providing a copy to Customer in writing.

14.3. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to the principles of conflicts of law. The parties expressly exclude the United Nations Convention on Contracts for the International Sale of Goods from application to this Agreement.

14.4. Equitable Remedies. Each party to this Agreement acknowledges and agrees that (i) a breach or threatened breach by such party of any of its obligations with regard to Confidential information of intellectual property rights may give rise to irreparable harm to the other party for which monetary damages would not be an adequate remedy and (ii) if a breach or a threatened breach by such party of any such obligations occurs, the other party hereto will, in addition to any and all other rights and remedies that may be available to such party at law, at equity or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance and any other relief that may be available from a court of competent jurisdiction, without any requirement to (A) post a bond or other security, or (B) prove actual damages or that monetary damages will not afford an adequate remedy. Each party to this Agreement agrees that such party shall not oppose or otherwise challenge the appropriateness of equitable relief or the entry by a court of competent jurisdiction of an order granting equitable relief, in either case, consistent with the terms of this Section.

14.5. Assignment. Either party may assign this Agreement in connection with a merger or a sale or transfer of substantially all of its business or assets relating to this Agreement or to an affiliate in the event of a corporate reorganization. Except as provided above, neither party may assign this Agreement or any rights or obligations hereunder without the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed. This Agreement shall be binding upon and shall inure to the benefit of the parties' respective successors and permitted assigns. Any purported assignment in violation of the foregoing shall be void.

14.6. Survival & Severability. Any term which, in order to give effect to its meaning, needs or is intended to survive such termination or expiration and such provisions will remain in full force and effect until they are satisfied or by their nature expire. If any provision of the Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void,



and the remaining provisions of the Agreement will remain in effect.

14.7. Notice. Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a "Notice") in writing and addressed to the other party at the addresses set forth on the Order Form (or to such other address that may be designated by the receiving party from time to time in accordance with this section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or e-mail (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (i) upon receipt by the receiving party and (ii) if the party giving the Notice has complied with the requirements of this Section.

14.8. Force Majeure. Each party will be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of such party including, without limitation, acts of God, fire, flood, natural disasters, governmental actions, wars, riots, civil unrest or hostilities (whether war is declared or not), terrorist threats or actions, epidemics, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting telecommunications, carriers, internet or power outage, for so long as such party acts diligently to attempt to remedy the cause of any such delay or failure. If any force majeure condition occurs, the party delayed or unable to perform shall give prompt written notice to the other party, stating the nature of the force

majeure condition and any action being taken to avoid or minimize its effect. If i-PRO is affected by a force majeure condition, i-PRO may elect to suspend this Agreement for the duration of the force majeure condition and once the force majeure condition ceases, require Customer to resume its obligations under this Agreement.

14.9. Publicity. Neither party will, without the prior written consent of the other party, use in advertising, publicity or otherwise the names, trade names, service marks, trade dress or logo of the other party in any press releases, advertising, web sites or materials distributed or made available to prospective customers or other third parties.

14.10. General. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Neither Party is the representative of the other Party and neither Party has power or authority to act as agent or employee or to represent, act for, bind, or otherwise create or incur any obligation on behalf of the other Party. i-PRO may engage subcontractors for the performance, in whole or in part, of any work under any Order Form. i-PRO will be responsible for such subcontractor's work as if it were its own personnel. Documents comprising the Agreement, if executed by electronic signature shall be considered and valid and binding. The Agreement may be executed in counterparts, and each counterpart shall be considered as original and whole if so executed and delivered.