

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (“**Terms**”) govern all access to the subscriptions, licenses, services, or other offerings (“**Offerings**”) set forth in one or more orders (“**Order**”) executed by and between Censia, Inc., a Delaware corporation, with an address at 450 Geary Street (Suite 450), San Francisco, CA 94115 (“**Censia**”) and the individual, organization, or entity entering into an Order with Censia (“**Customer**”), as well as all subsequent use of such Offerings. Together, these Terms and all Orders subject to these Terms form the parties’ entire agreement regarding any access to or use of the Offerings set forth in Orders (the “**Agreement**”).

1. DEFINITIONS. All capitalized terms used in this Agreement will have the meanings given to them herein. All other terms used in this Agreement will have their plain English (U.S.) meaning.

2. TERM. This Agreement begins on the date Censia accepts Customer’s first Order or provides Customer with access to or use of any Offerings (the “**Effective Date**”) and will continue in effect so long as any Order remains in effect, unless terminated as specified herein (“**Term**”).

3. ORDERS. Customer may enter into additional Orders with Censia following the Effective Date. Any additional Orders will be effective and become a part of this Agreement only when accepted by authorized representatives of Customer and Censia. All accepted Orders are incorporated by reference into this Agreement. To the extent of any conflict between these Terms and an Order, these Terms will control. All Orders are non-cancellable.

4. CLOUD SERVICES

4.1 Grant of Rights. If an Order provides for access to Censia’s hosted platform, including any module thereof (the “**Cloud Services**”), then, subject to Customer’s compliance with this Agreement, including payment of all Fees (as defined below) and compliance with all restrictions set forth in the Order, during the Term, Censia will provide Customer with a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the functionality and tools of the Cloud Services specified in the Order solely for Customer’s own internal business purposes.

4.2 Authorized User Accounts. Customer may permit its employees, agents, contractors or representatives (“**Authorized Users**”) to use the Cloud Services subject to Customer’s payment of the Fees and compliance with the restrictions set forth in the Order. Authorized Users may be required to establish an account on the Cloud Services (an “**Account**”) prior to accessing the Cloud Services. The identification and password associated with each Authorized User’s Account (the “**Account ID**”) is personal in nature and may only be used by the Authorized User associated with that Account, provided that each Account ID may be transferred from one individual to another if the original Authorized User is no longer permitted to use the Cloud Services. Except for the foregoing, Customer will not, and shall ensure that each Authorized User does not, distribute or transfer any Account or Account ID or provide any third party the right to access any Account or Account ID. Customer is solely responsible for all use of the Cloud Services by each Authorized User through each Account and for compliance by each Authorized User with the applicable terms of this Agreement and any other agreement to which the Authorized User agrees in connection with Censia’s Offerings. Customer will ensure that all information about each Authorized User provided to Censia is and remains accurate and complete and that all Account IDs are kept secure and confidential. Customer will notify Censia immediately if any Account ID is lost, stolen, or otherwise compromised, or upon becoming aware of any breach of the EULA that may impact the API or Censia Data.

5. APIs

5.1 Grant of Rights. If an Order provides for access to an application programming interface (“**API**”), then, subject to Customer’s compliance with this Agreement, including payment of all Fees and compliance with all restrictions set forth in the Order, during the Term, Censia will provide Customer limited, non-exclusive, non-transferable, non-sublicensable right to access and use the APIs and Censia Data (as defined below) specified in the Order solely to: (a) develop, implement, and distribute or provide access to software applications owned and controlled by Customer (“**Applications**”); (b) use, reproduce, distribute, and transmit such Censia Data to the extent necessary to format and display it through the Applications; and (c) either (i) itself access and use or (ii) allow other individuals or entities (“**End Users**”) to access and use functionality dependent upon or incorporating such Censia Data solely for the Customer’s or such End User’s internal business purposes. Unless otherwise specified in the Order, each dataset of Censia Data is provided to Customer through the API subject to the Fees and restrictions set forth in the Order and may only be used by a single entity, whether Customer or its End User (but not both), for such entity’s internal business purposes. Except as expressly stated in this Section, Censia grants Customer no rights or licenses in or to the API or Censia Data, whether by implication, estoppel, or otherwise.

5.2 Access to the API. Before accessing or using the API, Customer is required to obtain API credentials (a “**Token**”) from Censia. Each Token is unique in nature and may be used by Customer alone. Customer may not distribute or transfer its Token or provide a third party with the right to access or use its Token. Customer is solely responsible for all use of the API through its Token, including by any third party. Customer will ensure the security and confidentiality of its Token and will notify Censia immediately if its Token is lost, stolen, or otherwise compromised.

5.3 Testing. Prior to distributing or making any Application utilizing the API available for release to End Users (whether commercially or for evaluation purposes), Customer will self-test the Application to ensure that it operates properly with the Cloud Services through the API and complies with all applicable test suites for the API established by Censia (“**Tests**”). Customer will not provide access to, or use of, an Application to any End User prior to confirming that such Application has successfully completed such Tests. Customer will provide the results of such Tests to Censia at Censia’s reasonable request. Censia may require the Customer to cease distribution and operation of any Application, to the extent such Application utilizes the API or Censia Data, if Censia reasonably believes that such Application fails to comply with applicable Tests or the terms and conditions of this Agreement.

5.4 Modifications. Censia reserves the right, at any time, to update or modify the API and will use commercially reasonable efforts to notify Customer 30 days in advance of any update or modification. Censia will provide Customer with any updates or modifications that Censia makes commercially available, however, Censia reserves the right to charge additional fees for new APIs, or the availability of substantially new data or datasets through the API. Censia may update or modify its API at any time.

6. RESTRICTIONS. The Offerings, Censia Data, related Documentation (as defined below), and all software, hardware, data, databases, and other technology comprising the foregoing (collectively, the “**Technology**”), constitute the valuable intellectual property of Censia. As an express condition to the rights granted to Customer under this Agreement, Customer will not and will not permit any employee, contractor, Authorized User, End User, or third party to: (1) use or access the Technology or any portion thereof for any purpose except as expressly provided in this Agreement; (2) modify, adapt, alter, translate, or create derivative works from the Technology; (3) distribute, lend, loan, lease, license, sublicense, transfer, or make available the Technology, or any rights in or to the Technology to any third party other than End Users, as expressly provided in this Agreement; (4) access or use the Technology in any unlawful, illegal, or unauthorized manner; (5) access or use the Technology in any manner that could damage, disable, overburden or impair the Cloud Services, API, or other Technology; (6) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, structure, design, or method of operation for the Technology; (7) circumvent or overcome (or attempt to circumvent or overcome) any technological protection measures intended to restrict access to the Technology; (8) interfere in any manner with the operation of the Technology or attempt to gain unauthorized access to the Technology; (9) use the APIs to access or interface with any products, systems, applications, software, or hardware other than the Censia Offerings described in the applicable Order; (10) develop any software or other technology for accessing or using the Technology in a way other than as permitted in this Agreement; (11) use automated scripts or processes to collect information from or otherwise interact with the Technology; or (12) alter, obscure, or remove any copyright notice, copyright management information or proprietary legend contained in or on any Technology. All use of the Technology will be solely in accordance with this Agreement, any applicable Documentation, and any instructions provided by Censia. Censia may monitor use of the Technology to verify compliance with the terms of this Agreement. Customer consents to all such monitoring and to the use by Censia of all data and information collected through such monitoring.

7. CONSULTING SERVICES. Censia will provide consulting services, such as implementation, configuration, custom development, and training relating to the other Offerings solely as specified in Orders under this Agreement or an additional agreement between the parties.

8. SUPPORT. Censia will provide Customer and its Authorized Users the support services set forth in Exhibit A. Customer is solely responsible for all support relating to each Application, whether requested or required by Customer or any End Users, and Censia is under no obligation to provide any End User with any support services. Censia retains the right, however, to provide any support services it deems necessary or appropriate directly to Customer or any Authorized User or End User.

9. FEES AND PAYMENT. Customer will pay the fees specified in each Order (“**Fees**”) when due. Unless specified in the Order, all Fees are due and payable by Customer in advance within 30 days of the date of each applicable invoice. Censia may increase the Fees upon renewal of any Order, effective upon such renewal, by providing Customer notice at least 45 days prior to the end of the then-current Term. In the case of late payment, after prior written notice, Censia may suspend Customer’s use of the applicable Offering until payment is made in full. Customer may not withhold, reduce, or offset Fees owed to Censia under this Agreement against any amounts due to Customer. Customer may not reduce the Fees payable under the Order or any limitations set forth in the Order during the Term. All Fees are non-refundable. Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. Customer agrees to pay any taxes and other Fees and charges imposed by any government entity on the Offerings or arising from this Agreement, excluding taxes based on Censia’s net income and payroll taxes. Customer must provide to Censia any direct pay permits or valid tax-exempt certificates prior to signing the Order. If Censia is required to pay taxes (other than its income and payroll taxes), Customer will reimburse Censia for those amounts and indemnify Censia for any taxes and related costs paid or payable by Censia attributable to those taxes.

10. OWNERSHIP AND RIGHTS

10.1 Technology. As between Censia and Customer, Censia and its providers retain all right, title, and interest, including all IPR, in and to the Technology, any updates, upgrades, enhancements, modifications, and improvements thereto, and any other materials provided or developed by Censia or its providers in the course of performance under this Agreement. For purposes of this Agreement, “**IPR**” means all intellectual property and proprietary rights throughout the world, including all copyrights, trademarks, trade secrets, patents (and patent applications), moral rights, rights in data and databases, and other intellectual property and proprietary rights. Customer receives no ownership interest in or to any of the foregoing. Customer is not granted any right or license to use any of the foregoing (whether by implication, estoppel, or otherwise), apart from Customer’s ability to access and use the Offerings as specified in this Agreement. The Censia name, logo and all product and service names associated with the Offerings are trademarks of Censia and its licensors and providers, and Customers are granted no right or license to use them. Customer covenants, on behalf of itself and its successors and assigns, not to assert against Censia any rights, or any claims of any rights, in any Censia Technology.

10.2 Documentation. Censia retains all right title, and interest, including all IPR, in and to the technical and functional documentation Censia provides with its Offerings (“**Documentation**”). Subject to Customer’s compliance with this Agreement, during the Term, Censia will provide Customer a nonexclusive right to access and use the Documentation, as made available to Customer in connection with the Offerings.

10.3 Customer Data. “**Customer Data**” means all data, information, content and materials that Customer or its Authorized Users and End Users upload, provide, or otherwise make available to the Cloud Services or API, and all analyses or results based upon the foregoing or, to the extent the Customer’s analyses or results do not include Censia Data, or are not based upon Censia Data. As between Customer and Censia, Customer retains all right, title, and interest, including all IPR, in and to the Customer Data and is solely responsible for the Customer Data. Customer grants Censia a nonexclusive right to process Customer Data solely to provide and support the Offerings and to otherwise perform its obligations and exercise its rights under this Agreement. Customer commits to Censia that neither the Customer Data nor Censia’s use of Customer Data will: (a) violate this Agreement or any applicable laws, rules, or regulations; (b) be libelous, defamatory, obscene, abusive, pornographic, threatening, or an invasion of privacy; (c) constitute an infringement or misappropriation of the IPR or other rights of any third party; (d) be illegal in any way or advocate illegal activity; or (e) be false, misleading, or inaccurate. Customer represents and warrants to Censia that Customer has all right, title, and interest in, and has obtained all consents and permissions to all Customer Data necessary to grant Censia the foregoing rights and licenses and covenants and agrees to maintain such rights throughout this Agreement. Censia will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure with respect to any Customer Data. Censia may take remedial action if any Customer Data violates this Agreement, provided that Censia is under no obligation to review any Customer Data for potential liability.

10.4 Access to Customer Data. During the Term, Customer may export and retrieve its Customer Data from the Offerings in an industry standard format, provided that export and retrieval may be subject to technical limitations, in which case Censia and Customer will determine a reasonable method to facilitate Customer’s access to Customer Data. At the end of the Term, Censia will delete the Customer Data, unless otherwise required by law. Retained Customer Data will remain subject to the confidentiality provisions of this Agreement.

10.5 Analyses and Learning. Customer authorizes Censia to aggregate Customer Data in de-identified form with data from other Censia customers and third parties in a manner that does not identify Customer or include any personal data, and to use that aggregated data for the following purposes: providing services to customers, product improvement (in particular, product features and functionality, workflows and user interfaces), development of new products and services, improving resource allocation and support, internal demand planning, training and developing machine learning algorithms, verification of security and data integrity, identification of industry trends and developments, creation of indices, and benchmarking. For clarity, unless otherwise agreed, Censia will only use personal data contained in the Customer Data to provide the Offerings.

10.6 Censia Data. “**Censia Data**” means all data, information, content, or materials provided through the Offerings, excluding only Customer Data. As between Censia and Customer, Censia retains all right, title, and interest, including all IPR, in and to the Censia Data. Subject to Customer’s compliance with this Agreement, including payment of all Fees and compliance with all restrictions set forth in the Order, during the Term, Censia grants Customer a nonexclusive right to access and use the Censia Data, as made available to Customer in connection with the Offerings. Subject to Customer’s compliance with any surviving terms and conditions, to the extent the Censia Data is incorporated in reports or materials generated by Customer or its Authorized Users or End Users through use of the Offerings, Censia also grants each of Customer and its Authorized Users and End Users, as applicable, non-exclusive right to continue using such Censia Data for their internal business purposes following termination. All Censia Data is provided to the Customer solely for informational purposes. Customer is solely responsible for verifying the accuracy, completeness, and applicability of all Censia Data before using or relying upon any Censia Data. Except as set forth in this Agreement, Customer is granted no licenses or rights in or to any Censia Data.

11. FEEDBACK. If either party provides any general suggestions, ideas, or other feedback about the other party or the other party's products, services, or offerings ("**Feedback**"), the other party may use and otherwise act on Feedback with no financial, credit, confidentiality or other obligation to such party, but is not obligated to use Feedback in any way.

12. CONFIDENTIALITY AND SECURITY

12.1 Confidentiality. Each party ("**Recipient**") may receive Confidential Information from the other party ("**Discloser**") during the Term of this Agreement. Each Recipient agrees to (a) hold the Confidential Information in strict confidence; (b) not use the Confidential Information for any purpose other than fulfilling its obligations under this Agreement; (c) not disclose the Confidential Information to any third party without Discloser's prior written consent; and (d) limit access to the Confidential Information to those of its employees (if any) having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. For purposes of this Agreement, "**Confidential Information**" means all information regarding a party's business or affairs, that is either designated as confidential, of a nature such that a reasonable person would recognize it as confidential; or disclosed under circumstances such that a reasonable person would know it is confidential. Customer's Confidential Information includes: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information. Censia's Confidential Information includes the Technology, Documentation and any information regarding research and development, Offerings, pricing or availability. The terms and conditions of this Agreement constitute the Confidential Information of each of the parties. Confidential Information of either party disclosed prior to the start of this Agreement will be subject to this Section 12. The following information will not be considered Confidential Information: (1) information that is independently developed by the Recipient without reference to the Discloser's Confidential Information; (2) information that is generally known to the public without breach of this Agreement by the Recipient; (3) information that, at the time of disclosure, was known to Recipient free of confidentiality restrictions; or (4) information that the Discloser agrees in writing is free of confidentiality restrictions. In the event of legal proceedings relating to the Confidential Information, the Recipient will cooperate with the Discloser and comply with applicable law (all at Discloser's expense) with respect to handling of the Confidential Information.

12.2 Privacy. Both parties will process any Personal Data (as the term is defined in Exhibit C) in accordance with the Personal Data Processing Agreement for Censia Services ("**DPA**") attached to these Terms as Exhibit C and all applicable data privacy and protection laws.

12.3 Security. Each Recipient will use commercially reasonable efforts to: (a) protect the security, confidentiality, and integrity of the Discloser's Confidential Information in its possession or control; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of the Discloser's Confidential Information; and (c) protect against unauthorized access to or use of the Discloser's Confidential Information that could result in substantial harm or inconvenience to the Discloser. Customer will not conduct or authorize penetration tests of the Offerings without advance written approval from Censia, which may be given or withheld at Censia's sole discretion.

13. TERMINATION AND SUSPENSION

13.1 Suspension. Censia may suspend or limit use of the Offerings where it believes that Customer's continued use of the Offering may be in violation of this Agreement or applicable law or present a risk of harm, loss, or liability to Censia, its providers, the Offerings, or any Authorized Users, End Users, or other third parties. Censia will use commercially reasonable efforts to (a) limit the extent and duration of any suspension, (b) notify Customer of any suspension (in advance if possible), and (c) reinstate any suspended Offerings as soon as possible.

13.2 Termination. Either party may terminate this Agreement effective on written notice to the other Party: (a) if the other Party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach or (b) if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors.

13.3 Refund and Payments. If Customer terminates this Agreement due to Censia's material breach or insolvency under Section 13.2(a) or (b), Customer will be entitled to: (a) a pro-rata refund in the amount of any unused portion of prepaid Fees under this Agreement, calculated as of the effective date of termination; and (b) a release from the obligation to pay Fees due under this Agreement for periods after the effective date of termination. If this Agreement is terminated for any other reason, including Customer's material breach or insolvency, Customer will not be entitled to any refund and will remain obligated to pay all Fees due.

13.4 Effect of Expiration or Termination. Upon the effective date of any expiration or termination of this Agreement: (a) except as otherwise stated above, all Fees under this Agreement will become due and payable; (b) Censia may cease providing access to any Censia Technology; (c) all rights and licenses under this Agreement will terminate, including any right to access or use to any Technology; (d) if requested by Customer, Censia will make available to Customer the Customer Data held by Censia (and Customer will assume responsibility for its copy of such Customer Data (and any access

thereto) upon download of the Customer Data); and (e) except as permitted under this Agreement, each party will return to the other party or, at the option of the other party, permanently destroy any other Confidential Information of the other party in such party's possession or control. At the request of the other party, each party will certify in writing to its compliance with this Section.

13.5 Survival. The following Sections shall survive the termination of this Agreement 1, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, and 21.

14. WARRANTIES AND DISCLAIMER

14.1 Mutual. Each party represents and warrants its current and continuing compliance with all laws and regulations applicable to it in connection with: (a) in the case of Censia, the operation of the Offerings; and (b) in the case of Customer, the Customer Data and Customer's use of the Offerings. Each party further represents and warrants that: (i) such party has full power and authority to enter into this Agreement and to perform its obligations under this Agreement; (ii) this Agreement is a legal and valid obligation binding upon such party and enforceable in accordance with its terms; and (iii) this Agreement will not conflict with, result in a breach of, or constitute a default under any other agreement to which such party is a party or by which such party is bound.

14.2 Performance. Censia warrants that it will use commercially reasonable efforts to provide the Offerings: (a) in substantial conformance with the then-current Documentation; and (b) with the degree of skill and care reasonably expected from a supplier of services substantially similar to the nature and complexity of the Offerings. Customer's sole and exclusive remedy and Censia's entire liability for breach of the foregoing warranty will be, in Censia's discretion, re-performance of the deficient Offerings or termination of Customer's subscription to the affected Offerings. Any termination must occur within three months of Censia's failure to re-perform.

14.3 System Availability. Censia will maintain an average monthly system availability for the production system of the Offerings as defined in the service level agreement, attached as Exhibit B hereto (the "SLA"). Customer's sole and exclusive remedy for Censia's breach of the SLA is the issuance of a service credit in the amount described in the SLA, which Customer must request within 30 days following the month in which the SLA was breached. When the validity of the service credit is confirmed by Censia in writing (email permitted), Customer may apply the credit to a future invoice for the Offering or request a refund for the amount of the credit if no future invoice is due.

14.4 Warranty Exclusions. The warranties in Sections 14.2 and 14.3 will not apply where the failure arises from: (a) the Customer Data or Customer Applications (in the case of the API); (b) any support, modifications, or improvements not provided by Censia; (c) any product, service, or data not provided by Censia; (d) any instance where the Offerings were provided for no Fee; or (e) Customer or its Authorized Users or End Users, as applicable: (i) negligence, misuse, abuse or misapplication of the Offerings; (ii) use of the Offerings other than in accordance with this Agreement or the then-current Documentation; or (iii) breach of this Agreement or the EULA.

14.5 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER CENSIA NOR ITS PROVIDERS OR SUBCONTRACTORS MAKE ANY REPRESENTATION OR WARRANTIES, AND CENSIA AND ITS PROVIDERS AND SUBCONTRACTORS HEREBY DISCLAIM, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL REPRESENTATIONS, WARRANTIES, TERMS, CONDITIONS, OR STATEMENTS, WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THIS AGREEMENT, WHETHER BY STATUTE, COMMON LAW, OR OTHERWISE, INCLUDING THE IMPLIED CONDITIONS, WARRANTIES, OR OTHER TERMS AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SUITABILITY, ORIGINALITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE. CENSIA MAKES NO WARRANTIES THAT THE OPERATION OF THE OFFERINGS WILL BE SECURE, UNINTERRUPTED, OR ERROR FREE. CUSTOMER AGREES THAT IT IS NOT RELYING ON DELIVERY OF FUTURE FUNCTIONALITY, PUBLIC COMMENTS, OR ADVERTISING OF CENSIA OR PRODUCT ROADMAPS IN OBTAINING SUBSCRIPTIONS FOR ANY CLOUD SERVICES.

15. THIRD PARTY CLAIMS

15.1 Claims Brought Against Customer. Censia will defend Customer against claims brought against Customer by any third party alleging that Customer's and its affiliates' use of an Offering, in conformance with this Agreement and the then-current Documentation, infringes or misappropriates the third party's IPR. Censia will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement Censia enters into) with respect to these claims. Censia's obligations under this Section will not apply if the claim results from (a) use of the Services outside the scope of the rights granted to Customer in this Agreement; (b) use of the Services with other products, software or materials not furnished by Censia where the Offerings would not themselves be infringing; (c) the modification or improvement of the Offerings by Customer or any third party; (d) any continued use by Customer of an allegedly infringing item or continued allegedly infringing activity by Customer after Censia has replaced or modified the item or instructed Customer to modify the activity so that it becomes non-infringing; or (e) use of any Offering that Censia provides for no Fee. If such a claim of infringement or

misappropriation is made or likely to be made, Censia may (i) procure for Customer the right to continue using the affected Offering, or (ii) replace or modify the affected Offering to be non-infringing without a material decrease in functionality. If neither of these options is reasonably available, Censia may terminate Customer's subscription to the affected Offering upon written notice.

15.2 Claims Brought Against Censia. Customer will defend Censia and its providers and subcontractors against claims brought against Censia or its providers and subcontractors by any third party related to any Customer Data or Application or any use thereof by Censia as permitted under this Agreement. Customer will indemnify Censia against all damages finally awarded against Censia, its affiliates, and its providers and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

15.3 Third Party Claim Procedure. The party against whom a third-party claim is brought (the "Indemnitee") will timely notify the other party (the "Indemnitor") in writing of any claim (provided that a failure to so timely notify will not waive any indemnification obligations of the Indemnitor, except to the extent the Indemnitor is materially prejudiced thereby). The Indemnitee will reasonably cooperate in the defense, and may appear (at its own expense) through its counsel reasonably acceptable to the Indemnitor, however, the Indemnitor will have the right to fully control the defense. Any settlement of a claim will not include a financial or specific performance obligation on, or admission of liability by the Indemnitee without its prior written consent, which it agrees to not unreasonably withhold.

15.4 Exclusive Remedy. The provisions of this Section 15 state the sole, exclusive, and entire liability of the parties, their affiliates, and providers and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third-party claims and to the infringement or misappropriation of third-party IPR.

16. LIMITATION OF LIABILITY

16.1 Special Damages and Cap. REGARDLESS OF THE BASIS OF LIABILITY (WHETHER ARISING UNDER BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), MISREPRESENTATION, BREACH OF STATUTORY DUTY, BREACH OF WARRANTY, OR CLAIMS BY THIRD PARTIES), UNDER NO CIRCUMSTANCES SHALL: (A) EITHER PARTY (OR ITS RESPECTIVE AFFILIATES, PROVIDERS OR SUBCONTRACTORS) BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (WHETHER OR NOT THE OTHER PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE) IN ANY AMOUNT, TO THE EXTENT THAT SUCH LOSS OR DAMAGE IS (I) CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE, OR (II) FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF DATA, LOSS OF GOODWILL, LOSS RESULTING FROM WORK STOPPAGE, OR LOSS OF REVENUE OR ANTICIPATED SAVINGS, WHETHER ANY SUCH LOSS OR DAMAGE IS DIRECT OR INDIRECT; OR (B) THE MAXIMUM AGGREGATE LIABILITY OF EITHER PARTY (OR ITS RESPECTIVE AFFILIATES, PROVIDERS OR SUBCONTRACTORS) TO THE OTHER PARTY OR ANY OTHER PERSON RELATING TO THIS AGREEMENT OR THE OFFERINGS EXCEED THE FEES PAID FOR THE OFFERING THAT CAUSED THE DAMAGE DURING THE 3-MONTH PERIOD PRECEDING THE EVENTS (OR SERIES OF CONNECTED EVENTS) GIVING RISE TO SUCH LIABILITY OR \$5, IF NO FEES WERE PAID FOR THE APPLICABLE OFFERING IN SUCH PERIOD.

16.2 Exclusions. The exclusions and limitations in Section 16.1 will not apply as to any damages or other liability based upon or resulting from (a) Customer's failure to pay any Fees due under this Agreement or (b) either party's: (i) indemnification obligations under this Agreement; (ii) breach of its confidentiality or non-use obligations under Section 12; (iv) fraud or fraudulent misrepresentation; (v) grossly negligence or willful misconduct resulting in death or bodily injury; or (vi) any other liability that cannot be excluded or limited by applicable law.

16.3 Risk Allocation. Each party acknowledges that this Agreement allocates risk between the parties and that the Fees for the Offerings reflect this allocation of risk and foregoing limitations of liability.

17. DISPUTE RESOLUTION. The parties will attempt to resolve all disputes, controversies, or claims arising under, out of, or relating to this Agreement, including the formation, validity, binding effect, interpretation, performance, breach or termination, of this Agreement and the arbitrability of the issues submitted to arbitration hereunder and non-contractual claims relating to this Agreement (each, a "Dispute") through discussion between the parties. Except as otherwise provided in Section 18, if any Dispute cannot be resolved through negotiations between the parties within 5 days of notice from one party to the other of the Dispute, either party may submit such Dispute for final settlement through binding arbitration under the arbitration rules of the American Arbitration Association then in effect (the "Rules"). Either party may commence the arbitration by delivering a request for arbitration as specified in the Rules. The arbitration will be conducted before a sole neutral arbitrator selected by agreement of the parties. If the parties cannot agree on the appointment of a single arbitrator within 30 days after either party to this Agreement delivers a request for arbitration, a neutral arbitrator will be selected as provided in the Rules. The arbitration will be conducted in the English language at a site specified by Censia in San Francisco, California. The arbitrator will apply the law set forth in Section 19 to any such arbitration and shall have the power to award any remedy

available at law or in equity; provided, however, that the arbitrator shall have no jurisdiction to amend this Agreement or grant any relief not permitted herein or beyond the relief permitted herein. The award of the arbitrator will be the exclusive remedy of the parties for all claims, counterclaims, issues or accountings presented or plead to the arbitrator. The award of the arbitrator may not require payment of the costs, fees and expenses incurred by the prevailing party in any such arbitration by the non-prevailing party. Judgment upon the award may be entered in any court or governmental body having jurisdiction thereof. Any additional costs, fees or expenses incurred in enforcing the award may be charged against the party that resists its enforcement.

18. INJUNCTIVE RELIEF. Without prejudice to the parties' right to proceed with arbitration, nothing in this Agreement will limit either party's right to seek immediate injunctive or other equitable relief in any court of competent jurisdiction. Each party acknowledges and agrees that due to the unique nature of the Technology and the IPR relating thereto, there can be no adequate remedy at law for any breach by Customer of its obligations hereunder, that any such breach may cause Censia irreparable harm, and therefore, that upon any such breach of this Agreement or threat thereof, Customer will not oppose any attempt by Censia to obtain, in addition to whatever remedies it may have at law, an injunction or other appropriate equitable relief without making any additional showing of irreparable harm (and agrees to support the waiver of any requirement that Censia be required to post a bond prior to the issuance of any such injunction or other appropriate equitable relief).

19. CHOICE OF LAW; VENUE. This Agreement and any claims relating to the subject matter hereof will be governed by and construed under the laws of the State of California, without reference to its conflicts of law principles. All disputes will be subject to the exclusive jurisdiction of the courts located in San Francisco, California. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to this Agreement. Either party must initiate a cause of action for any claim(s) relating to this Agreement and its subject matter within one year from the date when the party knew, or should have known after reasonable investigation, of the facts giving rise to the claim(s).

20. EXPORT. Customer will comply with all export and import control laws, rules, and regulations applicable to the access to and use of the Offerings. Customer will obtain all licenses, permits, and approvals required by the U.S. government or any other government and under any applicable laws. Customer will not export or re-export any Technology without all such required licenses, permits, and approvals. Customer will defend, indemnify, and hold harmless Censia from and against all fines, penalties, liabilities, damages, costs, and expenses incurred by Censia as a result of any violation of such laws by Customer.

21. MISCELLANEOUS

21.1 Entire Agreement. This Agreement, including these Terms, all Orders under these Terms, and the Exhibits attached hereto, constitutes the complete and exclusive statement of the agreement between Censia and Customer relating to the Offerings and the subject matter hereof and supersedes all prior agreements, arrangements, and understandings between the parties relating to that subject matter. Each party acknowledges that in entering into this Agreement it has not relied on any representation, discussion, collateral contract or other assurance except those expressly set out in this Agreement. The terms of this Agreement shall prevail over any additional, conflicting, or inconsistent terms and conditions which may appear on any purchase order furnished by one party to the other, and any additional terms and conditions in any such purchase order shall have no force and effect, notwithstanding the non-furnishing party's acceptance or execution of such purchase order.

21.2 Amendments and Modifications. Except as permitted in these Terms, the Agreement may be modified only by a writing signed by both parties. Censia reserves the right to modify any Offering at any time. Censia will inform Customer of modifications by email or through the Cloud Services. Modifications may include optional new features. Customer may use any modifications subject to this Agreement and the then-current Documentation.

21.3 Notice. All notices, consents, authorizations, and approvals to be given by a party hereunder will be in writing and will be delivered to the party's address set forth in the Order, either via: (a) hand-delivery; (b) reputable overnight mail service; or (c) certified mail, return receipt requested, to the other party; or (d) by electronic mail transmission, provided that receipt of such electronic mail is confirmed by the recipient. All notices will be effective upon confirmation or acknowledgment of receipt (or when delivery is refused), except notice by electronic mail which will be effective only after receipt of the electronic mail is actually confirmed by the recipient. Either party may change its address for notice by giving notice of the new address to the other party.

21.4 Severability. If any provision of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of this Agreement.

21.5 Waiver. A waiver of any breach of this Agreement is not deemed a waiver of any other breach.

21.6 Electronic Signature; Counterparts. Electronic signatures that comply with applicable law are deemed original signatures. This Agreement may be executed in two or more counterparts, whether to these Terms or an Order, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21.7 Assignment. Without Censia’s prior written consent, Customer may not assign or transfer this Agreement (or any of its rights or obligations) to any party, whether by operation of law or otherwise. Any purported assignment in violation of the foregoing will be null and void. This Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns, and nothing in this Agreement confers upon any other person or entity any legal or equitable right whatsoever to enforce any provision of this Agreement.

21.8 Relationship of the Parties. The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by this Agreement.

21.9 Force Majeure. Any delay or failure in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party, including, without limitation, acts of God or any governmental body, war or national emergency, epidemic, riots or insurrection, sabotage, embargo, fire, flood, accident, strike or other labor disturbance, or interruption of or delay in systems, power or telecommunications under third-party control is not a breach of this Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

<i>Censia Inc</i>		<i>CUSTOMER</i>	
<i>Signature</i>		<i>Signature</i>	
<i>Printed Name</i>		<i>Printed Name</i>	
<i>Title</i>		<i>Title</i>	
<i>Date Signed</i>		<i>Date Signed</i>	

EXHIBIT A
CUSTOMER SUPPORT FOR THE CLOUD SERVICES

Standard support is included in the subscription fees for the Cloud Services stated in the Order. Issues which lead to a support case which is processed by specialized technical support engineers around the world or any support by a third party are in English only.

Beginning on the Effective Date, Customer may contact Censia’s support organization as the primary point of contact for support services. For contacting the support organization, the current preferred contact channel for is the Support Portal at <https://support.censia.com>.

CUSTOMER RESPONSE LEVELS		
Censia will use commercially reasonable efforts to respond to submitted support cases (also referred to as “case”, “incident”, or “issue”) as described in the table below.		
Priorit y	Definition	Response Level
Urgent	<p>Urgent: An incident should be categorized with the priority “very high” if the problem has very serious consequences for the normal operation of the Cloud Services. Urgent work cannot be performed. This is generally caused by the following circumstances:</p> <ul style="list-style-type: none"> ● The Cloud Services are completely down. ● The imminent “go-live” or upgrade of the Cloud Services cannot be completed. ● The customer’s core business processes are seriously affected. ● A workaround is not available for each circumstance. ● Malfunction may cause serious data losses. 	<p>Initial Response: Within 1 hour of case submission.</p> <p>Ongoing Communication: Unless otherwise communicated by Support, 1x every hour.</p> <p>Resolution Target: Support to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within 4 hours.</p>
High	<p>High: An incident should be categorized with the priority “high” if the normal operation of the Cloud Services is seriously affected. Necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the Cloud Services that are required immediately. The incident is to be processed as quickly as possible because a continuing malfunction can seriously disrupt the entire productive business flow.</p>	<p>Initial Response: Within 1 hour of case submission.</p> <p>Ongoing Communication: Unless otherwise communicated by Support, once every 6 hours.</p> <p>Resolution Target: Support to provide for issues either a (i) resolution, or (ii) workaround or (iii) action plan within 3 business days (72 business hours).</p>

<p>Normal</p>	<p>Normal: An incident should be categorized with the priority “Normal” if the normal operation of the Cloud Services is affected. The problem is caused by incorrect or inoperable functions in the Cloud Services.</p>	<p>Initial Response: Within 5 hours of case submission.</p> <p>Ongoing Communication: Unless otherwise communicated by Support, once every 10 business days.</p>
<p>RFE</p>	<p>Request for Enhancement (RFE): Incident categorized as RFE if system is operating normally and as expected, Customer or User submits an idea or suggestion for product improvement.</p>	<p>Initial Response: Within 3 business days of case submission.</p> <p>Ongoing Communication: As needed</p>

The following types of incidents are excluded from the response levels as described above: (i) incidents regarding a release, version and/or functionalities of the Cloud Services developed specifically for Customer; (ii) the root cause behind the incident is not a malfunction, but missing functionality (such as a development request) or the incident is ascribed to a consulting request (a “how-to”).

CUSTOMER’S RESPONSIBILITIES

Customer Contact. In order to receive support hereunder, Customer will designate at least 2 and up to 5 qualified English speaking contact persons (each a “Customer Contact”, “Designated Support Contact”, “Authorized Support Contact”, “Key User” or “Application Administrator” – system administrator roles within specific Cloud Services) who are authorized to contact Support. Only authorized Customer Contacts may contact Support. The Customer Contact is responsible for managing all business-related tasks of the Cloud Services related to Customer’s business, such as:

1. Support end users and manage their incidents (this includes searching for known solutions in available documentation and liaising with Support in the event of new problems);
2. Manage background jobs and the distribution of business tasks across users (if available);
3. Manage and monitor connections to Customer’s third-party systems (if available); and
4. Support the adoption of the Cloud Services.

Contact Details. Customer will provide contact details (in particular, e-mail address and telephone number) through which the Customer Contact or the authorized representative of the Customer Contact can be contacted at any time. Customer will update its Customer Contacts through the Support Portal at <https://support.censia.com>.

Cooperation. To receive support services, Customer will reasonably cooperate to resolve support incidents, and will have adequate technical expertise and knowledge of its configuration of the Cloud Services to provide relevant information to enable Support to reproduce, troubleshoot and resolve the experienced error such as e.g. reference ID, issue examples, screenshots, and video capture.

EXHIBIT B
SERVICE LEVEL AGREEMENT

1. This Service Level Agreement (“**SLA**”) sets forth the system availability for the productive version of the Cloud Services described in the Order. This SLA for Cloud Services shall not apply to any Cloud Service for which a System Availability SLA is explicitly set forth in the applicable Supplemental Terms and Conditions for such Cloud Service or for which the applicability of the System Availability SLA is explicitly excluded in this Agreement.
2. Definitions
 - 2.1 “**Downtime**” means the Total Minutes in the Month during which the productive version of the applicable Censia Cloud Service is not available, except for Excluded Downtimes.
 - 2.2 “**Month**” means a calendar month.
 - 2.3 “**Monthly Subscription Fees**” means the monthly (or 1/12 of the annual fee) subscription fees paid for the Cloud Service which did not meet the System Availability SLA.
 - 2.4 “**Total Minutes in the Month**” are measured 24 hours at 7 days a week during a Month.
 - 2.5 “**UTC**” means Coordinated Universal Time standard.
3. System Availability SLA and Credits
 - 3.1 Claim process, Reports
 - (a) Customer may claim a credit in the amount described in the table of Section 3.2(b) below in case of Censia’s failure to meet the System Availability SLA, which credit Customer may apply to a future invoice relating to the Censia Cloud Service that did not meet the System Availability SLA. Claims under this Service Level Agreement for Censia Cloud Services must be made in good faith and by submitting a support case within thirty (30) business days after the end of the relevant Month in which Censia did not meet the System Availability SLA.
 - (b) Censia will provide to customers a monthly report describing the System Availability percentage for the applicable Censia Cloud Service either (1) by email following Customer’s request to its assigned Censia account manager, (2) through the Censia Cloud Service or (3) through an online portal made available to customers, if and when such online portal becomes available.
 - 3.2 System Availability - System Availability percentage is calculated as follows:
 - (a) System Availability Percentage = [(Total Minutes in a Month – Downtime) / Total Minutes in a Month] * 100

System Availability SLA	99.5% System Availability percentage during each Month for production versions
Credit	2% of Monthly Subscription Fees for each 1% below System Availability SLA, not to exceed 100% of Monthly Subscription Fees
Excluded Downtime	Total Minutes in the Month attributable to: i) Scheduled Downtime for which a Regular Maintenance Window as described in Section 4 below, (ii) any other Scheduled Downtime described in Section 4 for which Customer has been notified at least 5 business days prior to such Scheduled Downtime or (iii) unavailability caused by factors outside of Censia’s reasonable control, such as unpredictable and unforeseeable events that could not have been avoided even if reasonable care had been exercised.
Scheduled Downtime	Scheduled Downtime for the applicable Censia Cloud Services to which customer has subscribed is set forth in Section 4 below entitled “Maintenance Windows for Censia Cloud Services”

4. Maintenance Windows for Censia Cloud Services

Censia may use the maintenance windows listed below for Scheduled Downtimes. Time zones refer to the location of the primary data center where the Censia Cloud Service is hosted. Censia will provide Customer reasonable notice without undue delay of any major upgrades or emergency maintenance to the Censia Cloud Services.

4.1 Weekly Maintenance Windows for Censia Cloud Services – Standard Windows

Censia weekly standard maintenance windows are scheduled as listed below for the Cloud Services in this section:

Start Time in UTC per region

MENA FRI 7 pm UTC, APJ SAT 3 pm UTC, Europe: SAT 10 pm UTC, Americas SUN 4 am UTC