



## **DISTRIBUTOR PURCHASE TERMS AND CONDITIONS**

**IMPORTANT: PLEASE READ THESE DISTRIBUTOR PURCHASE TERMS AND CONDITIONS CAREFULLY.**

**THESE DISTRIBUTOR PURCHASE TERMS AND CONDITIONS (“AGREEMENT”) ARE LIMITED TO THOSE CONTAINED HEREIN. THESE TERMS APPLY TO YOUR (“YOU” or “YOUR” or “DISTRIBUTOR”) PURCHASE OF CERTAIN PRODUCTS, SERVICES, SOFTWARE, AND/OR HOSTING SERVICES (ALL OF WHICH ARE DEFINED BELOW) PROVIDED AND SOLD BY STANLEY INDUSTRIAL & AUTOMOTIVE, LLC (“CRIBMASTER”), AS DESCRIBED IN YOUR CRIBMASTER ORDER FORM(S) (DEFINED BELOW). BY PLACING AN ORDER FOR PRODUCTS, SERVICES, SOFTWARE, AND/OR HOSTING SERVICES AS DESCRIBED IN YOUR CRIBMASTER ORDER FORM, YOU AGREE TO BE BOUND BY AND ACCEPT THIS AGREEMENT UNLESS YOU AND CRIBMASTER HAVE SIGNED A SEPARATE AGREEMENT THAT EXPRESSLY OVERRIDES THIS AGREEMENT, IN WHICH CASE THAT SEPARATE AGREEMENT WILL CONTROL.**

**YOU MAY ISSUE A PURCHASE ORDER OR OTHER FORM FOR ADMINISTRATIVE PURPOSES ONLY. ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN ANY SUCH PURCHASE ORDER OR ANY FORM DELIVERED BY YOU (I) WILL BE NULL AND VOID AND (II) ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. CRIBMASTER’S FULFILLMENT OF YOUR ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF YOUR TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT AND ANY CRIBMASTER ORDER FORMS ISSUED IN CONNECTION HERewith WILL CONTROL. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE WILL BE RELEVANT TO DETERMINE THE MEANING OF THE TERMS OF THIS AGREEMENT OR ANY CRIBMASTER ORDER FORM.**

### **Schedules and Exhibits:**

**Schedule A – SOW Template**

**Exhibit 1 to Schedule A - Specifications**

**Schedule B – Pricing Terms Sheet**

**Exhibit A – Trademark Guidelines**

**Exhibit B – CribMaster Application Software Terms**

**Exhibit C – Software-as-a-Service Agreement**

**Exhibit C, Schedule 1 – System Requirements and Security Standards**

**Exhibit C, Schedule 2 – CribMaster End User License Agreement**

**Exhibit D – SBD-Customer Global DPTA**

**Exhibit E – API Addendum**

**Exhibit F – SolGen Addendum**

This **DISTRIBUTOR AGREEMENT** (the “Agreement”) is effective as of the date the first CribMaster Order Form (defined below) is sent to Distributor by CribMaster, by and between Stanley



Industrial & Automotive, LLC (“CribMaster”), a Delaware limited liability company with a principal place of business at 1955 West Oak Circle, Marietta, GA 30062, and You, the Distributor (“Distributor”).

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereby agree as follows:

1. **Definitions.**

- a. **“CribMaster Order Forms”** means collectively, any invoice, sales quote, purchase order form, Statement of Work, or other documentation provided by CribMaster in connection with the Products and/or Services provided hereunder.
- b. **“Deliverables”** means the documents, work product, and other materials that are delivered to Distributor hereunder or prepared by or on behalf of CribMaster in the course of performing the Services, each of which shall be set forth in one or more Statements of Work or other CribMaster Order Form.
- c. **“Effective Date”** means the date specified on the cover page of this Agreement as the Effective Date.
- d. **“Hosting Services”** means integrated application and data hosting services including the required infrastructure, operating systems, licenses, software, network and IT administration, security, and servers to deliver the CribMaster application, sold by CribMaster.
- e. **“Insights”** means analytics based on user data, user inputs and Software User data collected by or provided by CribMaster.
- f. **“Products”** means, collectively, (i) the tangible products, including, without limitation, any machines, component parts, hardware, accessories and other tangible items sold by CribMaster to Distributor hereunder, (ii) all Software, embedded, hosted or otherwise proprietary to and licensed by CribMaster to Distributor hereunder, and (iii) SaaS Solutions.
- g. **“Resultant Data”** means data and information related to Distributors or an end customer’s use of the Products and/or Services that is collected, developed and/or used by CribMaster in an aggregate and anonymized manner, including without limitation to compile statistical and performance information related to the provision and operation of the Products and/or Services, improve the Products or Services, developing generative AI products and associated models, or for any other lawful purpose, and includes Insights.
- h. **“SaaS Solution(s)”** means the software-as-a-service offering as described in the Order Form and incorporated herein, which may include data hosted by CribMaster on its servers, hosted by CribMaster’s cloud provider, or installed and operated on the Distributor’s or Authorized User’s own servers and data centers.



- i. **“Services”** means certain customized professional services to be provided by CribMaster hereunder and as more specifically set forth in each SOW executed under this Agreement.
- j. **“Shipping Date”** means the date a Product is transferred to a carrier at CribMaster’s facility (FOB Origin).
- k. **“Software”** means collectively CribMaster-owned software, software embedded in products that is provided by CribMaster, and software provided by CribMaster under a license from a third-party supplier (whether operating on a single computer, network or web hosted environment).
- l. **“Software Users”** means, collectively or individually, the Distributor, if the Distributor is an end user of the Software, and the customers of the Distributor that are end users of the Software.
- m. **“Statement of Work” or “SOW”** means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Schedule A.

2. **Grant of Rights.**

- a. Subject to the terms of this Agreement, CribMaster hereby grants to Distributor, and Distributor hereby accepts from CribMaster, a nonexclusive, worldwide right to market, distribute and support the Products set forth in the CribMaster Order Forms. All rights not specifically granted to Distributor are reserved by CribMaster and nothing herein shall prevent CribMaster from directly or indirectly marketing, distributing or supporting the Products or from exercising any other rights of ownership.
- b. Software Users’ use of all Software and related documentation provided by CribMaster or Distributor is governed by the terms and conditions set forth in Exhibit C. Distributor must pass through Exhibit C to its Software Users and inform its Software Users that the use or installation of any Software is an agreement to be bound by the terms of Exhibit C. Notwithstanding the foregoing, in some cases Distributor or its Software Users may license software directly from a third party other than CribMaster. In those instances, such third party may require Distributor or those Software Users to agree to the third party’s terms and conditions, such as an end user license agreement, and that applicable agreement will exclusively govern Distributor’s and/or its Software Users’ use of such third-party software. Distributor and its Software Users will look solely to that third party for any loss, claims or damages arising from or related to the provision of such third-party software.

3. **Obligations of Distributor.** During the term of this Agreement and as a condition of the rights granted herein, Distributor shall:

- a. Use its best efforts to market, promote the Products, and provide reasonable technical support (including, but not limited to, the technical support set forth in



Section 5(j) and other assistance appropriate for the marketing, promotion and distribution of the Products;

- b. Not alter, modify, remove, obscure or cover any copyright notices or trademark notices or other proprietary rights legends placed on or embedded by CribMaster in the Products;
- c. Distribute only CribMaster Products and no other competing products (tool-crib management software, point-of-use distribution equipment) unless agreed upon in writing by the parties prior to the signing of this Agreement by Distributor;
- d. Not misrepresent CribMaster Products or their features for any reason; and
- e. Only resell any software or accessories sold, bundled, or packaged with any Product on those terms and conditions as CribMaster may, from time to time, require.
- f. Obtain Software Users' agreement to the CribMaster End User License Agreement provided by CribMaster, and attached here as **Exhibit C, Schedule 2**.

4. **Obligations of CribMaster.** During the term of this Agreement, and for so long as Distributor is in compliance with the terms hereof (including, but not limited to, its payment obligations), CribMaster shall:

- a. Provide reasonable technical support to Distributor's technical personnel by telephone or electronic mail between the hours of 8 a.m. and 6 p.m. (EST) Monday through Friday to resolve problems relating to the use and operation of the Products, with the understanding that CribMaster may, if it hosts the data, interface directly with Distributor's Software User if CribMaster deems such direct communication is the most expedient way to solve the problem;
- b. Make available to Distributor upgrades and modifications to the Products and will advise Distributor of new products that may be available to Distributor under the terms of this or a separate agreement;
- c. Provide reasonable assistance to Distributor's sales and marketing personnel in their preparation of literature and advertising material to the extent that it pertains to the Products;
- d. Provide guidance to Distributor to assist in giving an accurate presentation of the Products to its end customers.

5. **Orders, Pricing, Delivery and Installation, Technical Support.**

- a. **Orders.** All purchase orders are subject to acceptance by CribMaster and will be deemed to specifically incorporate this Agreement by reference. Distributor may issue a purchase order or other form for administrative purposes only. Additional or different terms and conditions contained in any such purchase order or any form



delivered by Distributor (i) will be null and void and (ii) are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. CribMaster's fulfillment of Distributor's order does not constitute acceptance of any of Distributor's terms and conditions and does not serve to modify or amend this Agreement. Distributor agrees that this Agreement and any CribMaster Order Form(s) issued in connection herewith will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of the terms of this Agreement or any CribMaster Order Form(s).

- b. **Pricing.** Distributor may obtain Products and Services at the prices set forth in the applicable CribMaster Order Form(s).
- c. **Fee Increases.** CribMaster may increase Fees by providing written notice to Distributor at least thirty (30) calendar days prior to the date the Fees are to increase, at which time the applicable CribMaster Order Form shall be deemed amended accordingly.
- d. **Delivery.** CribMaster will ship Products F.O.B. Origin (CribMaster's facilities), according to standard shipping policy. CribMaster will make every reasonable effort to meet scheduled shipping dates, but those dates are not contract commitments, and CribMaster will not be liable for its failure to meet any shipping date.
- e. **Installation.** Installation of the Products is the exclusive responsibility of the Distributor, unless installation is purchased as a separate line item on the purchase order.
- f. **Invoices.** Separate invoices shall be issued for products, travel and expenses, installation, and services.
- g. **Keys.** Distributor acknowledges that some Software Users will be given a key code which will give the Software User access to certain Products for the permitted number of users for which license fees have been paid. In the event such Software User desires to increase the maximum number of users, Software User or Distributor, on Software User's behalf, shall first obtain CribMaster's prior authorization and pay additional license fees to CribMaster as determined by CribMaster's then current pricing structure with Distributor.
- h. **Maintenance Renewal Fees.** After the first year of this Agreement and with respect to the Products except for SaaS which includes Maintenance Renewal fees during the initial term, Distributor must pay the maintenance renewal fees as specified in the applicable CribMaster Order Form(s) ("Maintenance Renewal Fees") to attain access to (a) customer support for the Products and (b) any CribMaster proprietary software upgrades. The Maintenance Renewal Fees will be automatically billed following the end of the first year of this Agreement, and annually on the anniversary thereof, unless Distributor gives written notice of non-renewal to CribMaster no later than



sixty (60) days prior to the end of the current contract year. In the event Distributor holds a non-hosted license and elects not to pay the Maintenance Renewal Fees but subsequently requests such services, Distributor must first repay the Maintenance Renewal Fees that would have been due had Distributor not terminated such services, along with any reactivation fees.

- i. **Third-Party Fees.** CribMaster may immediately pass-through to Distributor any fees and fee increases by third-party resellers for any third-party resold services identified in the applicable CribMaster Order Form (“Third-Party Resold Services”).
- j. **Product Storage Fees.** Distributor Delayed Shipments. If storage is approved by CribMaster, in CribMaster’s sole and absolute discretion, the Distributor shall be responsible for storage charges set forth below and including, but not limited to, all third-party costs and expenses incurred by CribMaster in holding or storing Products for the Distributor.
  - i. Less than trailer loads: (Typically orders where Products can be stored inside CribMaster's facilities, subject to available storage space)
    - 1% of Order Form net value per day
    - 5% of Order Form net value per week
  - ii. Trailer Loads: (Typically larger orders stored in rented, insured trailers located on CribMaster's premises)
    - Minimum: \$500.00 per week per trailer
  - iii. If the manufacturing location cannot store the Products on their premises, Products may be stored in rented, insured trailers on carrier's premises, with a minimum charge of \$500.00 per day per trailer, payable by the Distributor.
- k. **Technical Support.** Distributor shall provide technical support to its Software Users, without CribMaster’s assistance, with respect to the following case types: (i) data maintenance support (items, employees, bins), (ii) facility networking/connectivity, (iii) hardware (unless related to manufacturer defect), (iv) reporting and reporting best practices, (v) performing imports and gathering import data, (vi) SMTP setup and configuring, (vii) purchasing-related support, (viii) cellular, and (ix) hardware and software from Distributor or third party providers. CribMaster may provide assistance for other case types if Distributor’s Software Users are current on any renewal and maintenance fees.
- l. **Professional Services.** In the event that Distributor purchases Services from CribMaster, such Services shall be provided to Distributor pursuant to and in accordance with the Agreement and the Statement of Work for Professional Services, sample template attached as Schedule A and incorporated herein by reference.
- m. **Hosting Services.** In the event that Distributor purchases Products that require CribMaster to provide Hosting Services as a part thereof, such Hosting Services shall be provided to Distributor pursuant to and in accordance with the Agreement and the



Software-as-a-Service Exhibit, attached as Exhibit C and incorporated herein by reference.

6. **Payments.** Unless otherwise set forth in the applicable CribMaster Order Form: (i) all terms are net 30 days, (ii) payment must be made via acceptable form such as credit card, check, wire transfer, or other electronic method. In the event of partial shipments, CribMaster will invoice and Distributor will pay the pro-rata price applicable to the items shipped. If an invoice remains unpaid for thirty (30) days from its due date, CribMaster may at its sole option impose a late fee on the unpaid balance at the rate of one and one-half percent (1 1/2%) per month from the due date, not to exceed the highest interest rate permitted by law. Failure to pay within specified terms may, at the option of CribMaster result in (a) the suspension of the Services and/or any customer support with respect to Products, (b) the suspension or withholding from Distributor, without liability, of software updates to CribMaster-owned Software by CribMaster, and/or (c) the termination of this Agreement by CribMaster effective immediately upon written notice to Distributor. All reasonable travel, lodging, car rentals, and meal expenses will be billed to the Distributor unless otherwise specified in the applicable SOW. Any sales and use taxes shall be added to the invoice. In the event Distributor claims exemption from sales and use taxes, Distributor must promptly provide CribMaster with the appropriate tax exemption certificate from the taxing authority.

7. **Warranties.**

- a. **Mutual Warranties.** Each party represents to the other party that: (i) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering; (ii) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder; (iii) the execution of this Agreement by its representative whose signature is set forth on the cover page hereof has been duly authorized by all necessary corporate action of the party; and (iv) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.
- b. **Software and Services Warranties by CribMaster.** CribMaster warrants and represents to the Distributor that, unless impacted by Software User's worksite conditions, the Software Users themselves, or other matters outside of CribMaster's control, (i) the SaaS Solution and Software shall perform materially in accordance with its Documentation and the Agreement, (ii) the functionality of the SaaS Solution and Software will not be materially decreased during a subscription term as specified in the Order Form, (iii) the SaaS Solution and Software do not knowingly infringe any valid U.S. patent, trademark, copyright, or other intellectual property right of any third party, and (iv) the Services shall be performed in a professional and workmanlike manner. The knowing non-infringement warranty shall not apply to any infringement which results from (x) any modifications or derivatives developed by Distributor or its Software User(s) or their employees or contractors, (y) any unit or copy of the Products, or any part thereof manufactured and produced by Distributor, or (z) any combination by Distributor of the Products, or any unit or copy thereof, with equipment or software or other items not supplied by CribMaster, and Distributor shall indemnify CribMaster for damages suffered by CribMaster resulting solely from subsections (x), (y), and (z) of this Section 7(b).



Additional Product-specific warranties may be listed in the applicable CribMaster Order Forms.

- c. **Tangible Products Limited Warranties by CribMaster.** CribMaster warrants and represents to Distributor that the CribMaster branded tangible Products and all electrical components thereto shall be free from defects for a period of one (1) year from the date of delivery. Additional CribMaster branded Product-specific warranties may be listed in the applicable Order Forms.
  - d. **Exclusive Remedy.** In the event that a Product is nonconforming with the limited warranties set forth in Sections 7(b) and 7(c) above, CribMaster will use commercially reasonable efforts to repair, replace, re-perform, or otherwise correct, as applicable, any such nonconforming Product. If CribMaster is unable to repair, replace, reperform, or otherwise correct such nonconforming Product within a reasonable time after receiving written notice thereof, CribMaster shall reimburse to Distributor the payments made to CribMaster for such Product. With respect to the warranty set forth in Section 7(b)(iii), if the Product becomes, or in CribMaster's opinion is likely to become, the subject of such an infringement or similar claim, CribMaster may, at CribMaster's option and expense, either procure the right for Distributor to continue using the Product, or replace or modify such Product so that it becomes non-infringing. If neither of the foregoing alternatives is available on terms that CribMaster, in its sole discretion, deems reasonable, CribMaster shall reimburse to Distributor the payments made to CribMaster for such Product. In such event, Distributor will cease distributing and reselling the infringing Product under this Agreement. The remedies set forth in this Section 7(d) constitute the Distributor's sole remedy for any warranty claims hereunder.
  - e. **Warranties to Distributor's Customers and Software Users.** Distributor may pass through to its end customers all warranties granted by CribMaster under this Section 7 (including any additional Product-specific warranties which may be listed in the applicable CribMaster Order Forms).
  - f. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, CRIBMASTER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, RELATED TO THE PRODUCTS SOLD, SERVICES, RENDERED, AND/OR DELIVERABLES PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT.
  - g. **Warranties by Distributor.** Distributor represents and warrants that: (a) on the Effective Date and during the term of this Agreement, Distributor is and shall be capable of performing its duties and obligations as set forth herein; (b) with respect to its distribution of the Products, Distributor will not extend warranties to end customers which are broader in their substance and duration than those set forth in this Section 7. If Distributor does extend warranties to end customers which are broader in their substance and duration than those set forth therein, CribMaster shall have no liability to such end customers for any breach thereof.
8. **Limitation of Liability.** CRIBMASTER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING



BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, REGARDLESS OF WHETHER CRIBMASTER HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARE OTHERWISE FORESEEABLE, AND THE THEORY UPON WHICH SUCH LIABILITY IS PREMISED. IN THE EVENT OF ANY LIABILITY INCURRED BY CRIBMASTER HEREUNDER, THE ENTIRE LIABILITY OF CRIBMASTER FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY DISTRIBUTOR FOR THE PRODUCT(S) OR SERVICES OR PORTION THEREOF GIVING RISE TO THE CLAIM.

## 9. **Indemnity.**

- a. **By CribMaster.** CribMaster shall indemnify Distributor against all claims, demands, actions, costs, expenses (including, but not limited to reasonable legal costs and disbursements), losses and damages arising out of or in connection with the infringement by the Product of a valid patent, copyright or trade secret right of a third party, provided Distributor notifies CribMaster promptly upon Distributor's receipt of any notice or claim in writing of any claim or threatened claim against Distributor and thereafter co-operates with CribMaster so that CribMaster will not be prejudiced in the defense, settlement or other handling of such claim or threatened claim.
- b. **By Distributor.** Distributor shall indemnify CribMaster against all claims, demands, actions, costs, expenses (including, but not limited to, reasonable legal costs and disbursements), losses and damages arising out of or with respect to (i) the activities of Distributor unrelated to or not approved by this Agreement, (ii) the failure of Distributor to perform any obligation of Distributor under this Agreement, and/or (iii) any warranty or guarantee granted by Distributor on the Products or any services to be provided to Distributor's customer or any of the foregoing. Distributor shall indemnify CribMaster for damages suffered by CribMaster resulting solely from Distributor's use of (including use by Distributor's customers) revisions, additions to, derivatives or modifications of the Products which are developed by Distributor. Distributor's obligation to indemnify CribMaster for claims under this Section 9(b) is contingent upon CribMaster notifying Distributor promptly upon CribMaster's receipt of any notice or claim against CribMaster and thereafter co-operating with Distributor so that Distributor will not be prejudiced in the defense, settlement or other handling of such claim or threatened claim.

## 10. **Trademarks.**

- a. **Ownership.** CribMaster has registered, uses, and/or is licensed to use and sublicense to third parties, certain marks in various countries around the world. Distributor undertakes to faithfully reproduce all such trademarks, trade names, copyright and other proprietary notices, logos, slogans, designs and distinctive advertising (herein separately and collectively referred to as the "CribMaster Marks") as may appear on or with the Products or Services. Distributor shall not tamper with or modify any of the CribMaster Marks. Distributor is not allowed to use the CribMaster Marks except as provided for herein.



- b. **Use.** Distributor must employ the CribMaster Marks in accordance with the terms and conditions of the “Trademark Guidelines,” attached hereto as Exhibit A, as may be modified by CribMaster from time to time in its advertising and promotional materials. Distributor shall not use the CribMaster Marks in any manner that in CribMaster’s discretion is likely to confuse, mislead or deceive the public, or be injurious to the best interests of CribMaster. Any rights granted by CribMaster to Distributor pursuant to this Section shall be terminable at any time if Distributor fails to use the CribMaster Marks in accordance with the terms of any written instructions from CribMaster and shall terminate immediately upon the termination of this Agreement.

## 11. **Term and Termination.**

- a. **Initial Term.** The initial term of this Agreement shall begin on the Effective Date and continue for a two (2) year period thereafter (the “Initial Term”). Upon the conclusion of the Initial Term, the Agreement will automatically renew thereafter for successive one year terms (each a “Successive Term” and, collectively with the Initial Term, the “Term”) unless and until earlier terminated in accordance with this Agreement. If the term of any CribMaster Order Form extends beyond the termination or expiration date of this Agreement, the applicable terms and conditions of this Agreement will extend automatically for such CribMaster Order Form until such CribMaster Order Form’s termination or expiration date.
- b. **Term of Purchased Subscriptions.** The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional one-year terms, unless either party gives the other written notice (email acceptable) at least **60** days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at CribMaster’s applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any SaaS Solution has decreased from the prior term will result in re-pricing at renewal without regard to the prior term’s per-unit pricing.
- c. **Termination without Breach.** Either party may terminate this Agreement at any time without cause, upon sixty (60) days’ prior written notice to the other party, but such termination shall not affect orders placed and accepted prior to the termination date.
- d. **Termination for Breach.** CribMaster may terminate this Agreement immediately upon material breach of any term of this Agreement by providing Distributor with thirty (30) days’ written notice of such termination, including the nature of the breach upon which such notice is based, if Distributor fails to cure such breach within such thirty (30) day period.
- e. **Termination for Insolvency.** CribMaster may terminate this Agreement immediately by providing notice in writing to Distributor, should any of the following events occur: (a) Distributor shall make an assignment for the benefit of creditors; (b) Distributor shall admit in writing its inability to pay its debts as they mature; (c) a trustee or receiver of Distributor is



appointed by court; (d) a federal bankruptcy act which is acquiesced in or results in final adjudication in bankruptcy; or (e) Distributor fails to perform any obligation herein.

- f. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, Distributor shall return all materials and information relating to the marketing, promotion, distribution and support of the Products. Nothing contained herein shall affect any rights or licenses granted to Software Users to use the Products previously granted by or under the authority of Distributor in accordance with the terms of this Agreement, but no further resales shall be made by or under authority of Distributor.

12. **Confidentiality.** “Confidential Information” means information that is provided to or obtained by one party from the other that is valuable, not generally known by the public but which does not rise to the level of a Trade Secret and may include, without limitation, computer software programs, documentation, data, reports, records, verbal communication, and/or materials related to either party’s company or products. “Trade Secrets” means information which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Confidential Information and Trade Secrets are collectively referred to herein as “Information.” Information includes all such information which has not been in the public domain prior to receiving this Information from the other party, including any affiliations, contracts, and knowledge that either party may have access to or which may be disclosed to the receiving party as a consequence of the business relationship entered into by the parties. In consideration for each party furnishing the Information to the other party, each party hereto agrees to the following: (a) All Information is considered highly sensitive and strictly confidential. Accordingly, each party shall maintain such Information in the utmost confidence. With respect to CribMaster Confidential Information, the Distributor shall not use or exploit the Information for any purpose other than evaluating and providing recommendations to a prospect or customer regarding CribMaster solutions. (b) The receiving party shall limit disclosure and transfer of Information to the receiving party’s employees, officers, representatives, and agents that have a legitimate need to review or have access to the Information. In the event Distributor wishes to employ independent professionals for the sole purpose of assisting Distributor in analyzing the supply chain and inventory management structure and recommending solutions to Distributor, then Distributor may divulge the Information to such third parties provided that prior to doing so, CribMaster is notified and approves all such third parties. Distributor shall require all such third parties to be bound by the non-disclosure obligations of this Agreement. (c) The actions of negligence of the receiving party’s employees, officers, agents or other representatives referred to herein shall be deemed the actions of the receiving party with respect to the Confidential Information, and any unauthorized use or disclosure of Confidential Information shall constitute a material breach hereof and shall cause irreparable harm and loss to the disclosing party. The terms set forth above shall survive with respect to (i) Confidential Information for a period of five (5) years following expiration or termination of this Agreement for any reason; and (ii) Trade Secrets for so long as the respective information qualifies as a trade secret under applicable law. The rights of the parties set forth in this Section 12 shall be in addition to and not an abrogation of any existing non-disclosure and/or confidentiality agreement between the parties; provided, however, that in the event of any conflict between the terms of this Section 12 and any such existing agreement, this Section 12 shall prevail.



13. **Resultant Data Aggregation.** Distributor acknowledges and agrees, and shall ensure its Software Users acknowledge and agree, that CribMaster is entitled to collect and utilize Resultant Data for the purposes of improving the performance of the Products and/or general marketing purposes. Any collection and use of Resultant Data hereunder shall be conducted in accordance with all applicable laws.

14. **Compliance with Law.** Distributor shall at all times comply with all federal, state, and local laws, ordinances, regulations, and orders that are applicable to the operation of its business and to this Agreement and its performance hereunder, including, but not limited to, the U.S. Foreign Corrupt Practices Act and regulations from the Office of Foreign Assets Control. Without limiting the generality of the foregoing, Distributor shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary to conduct its business as it relates to the exercise of its rights and the performance of its obligations under this Agreement.

15. **General.**

- a. **Binding Agreement and Assignments.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not transferable or assignable without the prior written consent of the other party and any purported transfer or assignment in violation hereof shall be void and of no force and effect, provided that CribMaster may at any time assign or transfer any or all of its rights or obligations under this Agreement without Distributor's prior written consent to any affiliate or to any entity acquiring all or substantially all of CribMaster's assets.
- b. **Waiver.** No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.
- c. **Force Majeure.** Neither party shall be liable for any failure, inability or delay to perform hereunder (except the payment of money), if such failure, inability or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strike, lockout, labor disturbance, epidemic or pandemic, social conflict, fire, explosion, earthquake or sabotage.
- d. **Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Delaware without giving effect to choice of law provisions. The parties agree that the venue for any actions brought pursuant to this Agreement shall be either the Courts of the State of Delaware, or the U.S. District Court for the District of Delaware, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- e. **Disputes.** If any dispute arises in connection with this Agreement, the parties will attempt to settle it by mediation in accordance with the Judicial Arbitration &



Mediation Services, Inc. ("JAMS"). The mediation will start, unless otherwise agreed between the parties, within fifteen (15) days of one party issuing a written request to mediate to the other. The mediation will take place in Hartford, Connecticut. Any agreement reached through mediation shall be governed by, construed, and interpreted in accordance with the laws of the State of Delaware. If the dispute is not settled by mediation within fifteen (15) days of commencement of the mediation or within such further period as the parties may agree in writing either party may issue arbitration or court proceedings in Hartford, Connecticut. JAMS shall be the appointing body and administer the arbitration. The JAMS rules in force at the time the arbitration is initiated shall be applied in any arbitration commenced pursuant to this clause.

- f. **Independent Contractor.** Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits. Neither party is authorized to, or will, make any representation, contract, or commitment on behalf of the other party.
- g. **Entire Agreement.** This Agreement sets forth the entire Agreement and understanding between the parties with respect to the subject matter hereof, and replaces any prior oral or written communications. For the avoidance of doubt, the attached Exhibits hereto are made a part of this Agreement. This Agreement shall not be supplemented, modified or amended except by a written instrument signed by duly authorized representatives of Distributor and CribMaster, respectively, and no other person has or shall have the authority to supplement, modify or amend this Agreement in another manner. Any preprinted terms and conditions on Distributor purchase orders or other documents shall be deemed deleted and void and of no effect. Fulfillment of Distributor's order does not constitute acceptance of any of Distributor's terms and conditions and does not serve to modify or amend this Agreement.
- h. **Severability.** In the event any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.
- i. **Survival.** All sections intended to survive termination or expiration shall survive such termination or expiration of the Agreement. Termination or expiration of this Agreement shall not limit a party's liability for obligations accrued as of or prior to termination or for any breach of this Agreement.
- j. **Headings and Interpretations.** The headings of the sections of this Agreement are intended solely for convenience or reference, and shall be given no effect in the construction or interpretation of this Agreement. Each party has been or has had the opportunity to be represented by counsel in connection with this Agreement



and, accordingly, any rule of law or legal doctrine that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived. The use of the masculine pronoun herein shall, where the context so indicates, be deemed to include the feminine and the neuter and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

- k. **Order of Precedence.** This Agreement is the entire agreement between CribMaster and Distributor regarding Distributor's sale of Products and Services and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency of terms among the various documents that, at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and conditions thereof: (i) change orders or other modifications to CribMaster Order Forms that are executed by the parties after the Effective Date of this Agreement; (ii) CribMaster Order Forms executed after the Effective Date of this Agreement; and (iii) this Agreement (including its Exhibits). Any preprinted terms and conditions on Distributor purchase orders or other documents shall be deleted and be void and of no effect.
- l. **Counterparts.** This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each party's designated signatory.
- m. **Remedies.** CribMaster's remedies shall be cumulative, and remedies specified herein do not exclude any remedies allowed by law.



**SCHEDULE A - SOW TEMPLATE**

This SOW is issued pursuant to, adopts, and incorporates by reference the terms and conditions of the Agreement, which was entered into on the Effective Date set forth on the cover page thereto, by and between CribMaster and Distributor.

This SOW is effective beginning on [DATE] (“**SOW Effective Date**”) and will remain in effect until [DATE/CONTINGENCY], unless earlier terminated in accordance with the Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Agreement, and any applicable CribMaster Order Form. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Agreement.

**1. Scope of Work.** [PROJECT SUMMARY].

**2. Work Schedule and Deliverables.** The relevant milestones, completion dates, and terms associated with this SOW are as follows:

Line Item	Task	Completion Date
1		
2		
3		

The relevant Deliverables associated with this SOW are as follows:

Line Item	Quantity	Deliverable	Delivery Date	Delivery Location
4				
5				
6				

**3. Pricing.** All costs listed below are based on the scope and assumptions included in this SOW.

Item	Price [per unit/[OTHER]]	[Cost Structure]



<b>Total:</b>	
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**4. Proprietary Rights and Ownership of Deliverables.** CribMaster does not convey or transfer, nor does Distributor obtain, any right or interest in any of the software programs, systems, tools, data, materials, or processes utilized or provided by CribMaster in connection with the performance of this SOW. Unless otherwise expressly set forth herein and only to the extent that any such software is owned by CribMaster, CribMaster grants to Distributor a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the technology embedded in the Services provided under this Agreement. Ownership rights in the Deliverables shall transfer from CribMaster to Distributor only upon Distributor's payment in full therefor.

**5. Distributor Responsibilities.** Distributor, at its sole expense, shall:

- (a) Allow employees or agents of CribMaster reasonable access to the premises and facilities where the Services are to be provided. Distributor shall not require CribMaster's personnel to sign any document as a condition of gaining access to Distributor's premises and facilities that has not been approved in advance by CribMaster.
- (b) Provide for the installation, maintenance, and proper functioning of all products not provided by CribMaster which are necessary for CribMaster to perform the Services or provide the Deliverables, including, without limitation, electric power, electrical wiring, cabling, telephone equipment, computers, modems, printers, tables, etc. shall be Distributor's sole responsibility.
- (c) Ensure the timely backup, removal, protection, and restoration, as applicable, of any programs, data and removable storage media contained in the computer products, hardware or software, before rendering same for Services and the restoration of all data after the completion of the Services.
- (d) Provide suitable environmental conditions for performance of the Services and delivery of the Deliverables.
- (e) Provide reasonable assistance to CribMaster as requested or as set forth herein.
- (f) Use the Services and the Deliverables only as intended and with equipment and software recommended by CribMaster, or the applicable manufacturers and software providers.
- (g) Encrypt data before transmission via the internet to any cloud-based data storage or other service (minimum 256 bit encryption) and undertake reasonable security and backup precautions while using Third-Party Resold Services, including but not limited to cloud services.
- (h) Comply with all applicable law and use policies.



- (i) Ensure that only its authorized personnel have access to Confidential Information, PII (each as defined herein), other data, or use of Third-Party Resold Services, including but not limited to cloud services.
- (j) Pay, discharge, and be responsible for, all licensee fees, business, sales, use, or other similar taxes or assessments charged or levied by reason of the services performed or Deliverables provided to Distributor under this Agreement; provided, however, that if CribMaster is required to remit any fee, tax, or duty on behalf of or for the account of Distributor, Distributor will reimburse CribMaster within ten (10) days after CribMaster notifies Distributor in writing of such remittance.

Upon the failure of Distributor to comply with the responsibilities set forth in this Section 5 (“Non-compliance”), CribMaster may, at its option, refuse to perform any service where Non-compliance has occurred until such Non-compliance has been cured to the reasonable satisfaction of CribMaster without any liability or obligation under this Agreement or any applicable law; provided further, that CribMaster may charge Distributor at its then current labor rates for any service call at which no service was performed by CribMaster as a result of Non-compliance. Third-Party Resold Services may be suspended for Non-compliance, during which time Distributor may not have access to data.

**6. Time/Days/Place for Service/Service Level Agreement.** CribMaster agrees to provide the Services during the hours of 8:00 a.m. to 6:00 p.m. Eastern Time, Monday through Friday, excluding holidays. Local legal holidays will apply. All Service completion and Deliverable delivery schedules provided by CribMaster are estimates and are provided for planning purposes only.

**7. Limited Warranties.**

- (a) The Services shall be performed in a good workmanlike and professional manner. The Deliverables shall materially conform with the specifications set forth on Exhibit A hereto at the time they are delivered to Distributor. The foregoing limited warranties are expressly contingent upon Distributor fulfilling the Distributor responsibilities set forth above and any other conditions that may be specified herein. In the event Distributor finds any Services or Deliverables provided hereunder to be nonconforming with the foregoing limited warranties, CribMaster shall promptly correct such Services or Deliverables to conform with such limited warranties. In the event that CribMaster is unable to correct such Services or Deliverables after three (3) opportunities to do so in accordance with this Section 7(a), CribMaster shall reimburse to Distributor the payments made to CribMaster for such Services or Deliverables. To the extent CribMaster is supplying third party hardware or software as part of the Services or Deliverables, such hardware and software shall be provided solely with the manufacturers’ or publishers’ standard end user warranties, if any. CribMaster makes no independent warranties whatsoever with regards to third party hardware or software. The foregoing constitutes Distributor’s sole remedy for Service or Deliverable warranty claims.



(b) Third-Party Resold Services are provided “AS IS.”

**8. Disclaimer of All Other Warranties.** WITH THE EXCEPTION OF THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CRIBMASTER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED UNDER LAW, INCLUDING THE WARRANTIES OF NON-INGRIMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CRIBMASTER DOES NOT PROMISE THAT THE SERVICES OR DELIVERABLES PROVIDED, INCLUDING THIRD-PARTY RESOLD SERVICES, WILL BE ERROR-FREE OR THAT DISTRIBUTOR’S COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, OR ACCESS TO THIRD-PARTY RESOLD SERVICES, WILL OPERATE WITHOUT DIMINISHMENT OR INTERRUPTION.

**9. Acceptance Criteria.** Distributor shall accept Services and Deliverables that materially conform to the specifications set forth on Exhibit A hereto.

**10. Subcontracting.** CribMaster may subcontract Services, including on-site Services to be provided to Distributor under the applicable SOW. Such subcontracting will not release CribMaster from any of its obligations in this Agreement.

**11. Independent Contractor.** Nothing in this SOW, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees’ salaries (including withholding of income taxes and social security), workers’ compensation, and all other employment benefits. Neither party is authorized to, or will, make any representation, contract, or commitment on behalf of the other party.

**12. Governing Law.** This Agreement shall be interpreted and governed by the laws of the State of Delaware without giving effect to choice of law provisions. The parties agree that the venue for any actions brought pursuant to this SOW shall be either the Courts of the State of Delaware, or the U.S. District Court for the District of Delaware.

**13. Severability.** In the event any term or provision of this SOW is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this SOW for each party remain valid, binding and enforceable.

**14. Counterparts.** This SOW may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This SOW shall not be deemed executed unless and until at least one counterpart bears the signature of each party’s designated signatory.

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



CRIBMASTER:

By \_\_\_\_\_

Name:

Title:

DISTRIBUTOR

By \_\_\_\_\_

Name:

Title:



**EXHIBIT 1 TO SCHEDULE A - SPECIFICATIONS**

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**SCHEDULE B – PRICING TERMS SHEET**



## **EXHIBIT A - TRADEMARK GUIDELINES**

### **1. OWNERSHIP OF CRIBMASTER MARKS.**

**1.1. Ownership Rights.** Distributor acknowledges that CribMaster is the registered and/or common law owner of all right, title and interest in and to the CribMaster Marks. Distributor acknowledges that nothing in the Agreement or herein shall be construed to grant to Distributor any rights in any of the CribMaster Marks, except as expressly provided in this Agreement. Distributor acknowledges that neither the license granted herein nor its use of the CribMaster Marks will not create in Distributor any right, title or interest in the CribMaster Marks and that all such use of the CribMaster Marks and the goodwill generated thereby will inure solely to the benefit of CribMaster.

**1.2. Trademark License Grant.** Subject to the terms and conditions of this Exhibit, CribMaster hereby grants to Distributor a non-exclusive, non-sublicenseable, non-transferable license to use the CribMaster Marks for and in connection with normal business activities relating to the marketing, distribution and support of the Products as permitted in the Agreement. Distributor may be provided with certain marketing and advertising materials as may be made available from CribMaster from time to time. If Distributor chooses to reproduce such materials, it shall first notify CribMaster in writing of its intent and shall specify the materials and quantities to be reproduced. The trademark license grant is intended to permit Distributor the right to use and distribute materials containing CribMaster Marks for purposes of promoting the distribution of the Products and continuing to build the branding and goodwill of the CribMaster Marks. This trademark license grant does not permit Distributor the right to hold itself out as an affiliate or subsidiary of CribMaster or in any way to imply that there is any legal connection between Distributor and CribMaster, other than an authorized distributor. This Exhibit expressly permits Distributor to hold itself out as “an authorized distributor of CribMaster” but expressly prohibits Distributor from using materials that imply otherwise. Distributor shall indicate on all materials, including, but not limited to, its business cards, letterhead, marketing material, etc., that it is “an authorized distributor of CribMaster® products”. The only permissible use of CribMaster’s name and logo is if the following is clearly stated:

“An Authorized Distributor of CribMaster Products”

**1.3. Indemnification by Distributor.** Distributor shall defend, indemnify and hold harmless CribMaster, its subsidiaries and affiliates, and their respective successors and assigns from all losses, costs, liabilities, damages, claims, and expenses of every kind and description, including reasonable attorneys’ fees, arising out of or resulting from any act or omission of Distributor or any agent of Distributor relating to the marketing, distribution, or support



services provided with respect to any of the Products in connection with which the CribMaster Marks are used, including, but not limited to (i) breach of the trademark license grant stated above; (ii) breach of any warranties stated herein; (iii) failure to comply with trademark and other laws relating to trademark usage; (iv) unfair or fraudulent advertising claims, warranty claims, and product defect or liability claims pertaining to the Products; and (v) claims for unauthorized use or misuse of any patent, trademark, copyright or other proprietary right owned, used or controlled by any third party pertaining to the marketing, distribution or support of the Products.

## 2. **QUALITY GUIDELINES.**

2.1. **Quality.** In the course of marketing, distributing and supporting the Products under the CribMaster Marks, Distributor shall maintain and adhere to standards of quality and technical specifications that conform to those quality standards and specifications published by CribMaster, communicated by CribMaster to Distributor in training classes, or such other standards and specifications that may be adopted from time to time by CribMaster during the term of this Agreement. Such guidelines are designed to ensure that the quality of any of the services provided by Distributor relating to the marketing, distribution and support of the Products are consistent with the quality of similar services provided by CribMaster under the CribMaster Marks or with the reputation enjoyed by the CribMaster Marks.

2.2. **Inspection of Samples.** CribMaster may, from time to time, request that Distributor deliver to CribMaster, samples of materials utilized by Distributor in its marketing, distribution and support of the Products.

## 3. **OBLIGATIONS OF DISTRIBUTOR.**

3.1. **Marking; Compliance with Trademark Laws.** Distributor shall (a) cause the appropriate designation “™” or the registration symbol “®” to be placed adjacent to the CribMaster Marks in connection with each use or display thereof and to indicate such additional information as CribMaster shall reasonably specify from time to time concerning the rights under which Distributor uses the CribMaster Marks; and (b) comply with all laws pertaining to trademarks and trademark usage.

3.2. **Display of the CribMaster Marks.** Distributor shall display the CribMaster Marks, in a manner consistent with CribMaster’s standards, with respect to the materials prepared by Distributor, including visual displays and in marketing activities respecting the Products.



3.3. **Objections by CribMaster.** Distributor shall not use the CribMaster Marks on or in connection with any materials, including but not limited to, packaging or marketing material to which CribMaster at any time objects.

4. **WARRANTIES BY DISTRIBUTOR.** Distributor:

4.1. Will not at any time challenge or object to CribMaster's right, title or interest in the CribMaster Marks or the validity of any of the CribMaster Marks or any registration thereof;

4.2. Will not do or cause to be done or omit to do anything if such action or inaction would contest or in any way impair or tend to impair the rights of CribMaster in the CribMaster Marks;

4.3. Will not represent that it has any ownership in or rights with respect to the CribMaster Marks other than the rights granted by this Agreement;

4.4. Will not, during or subsequent to the term of this Agreement, use or register any trademark, service mark, trade name, insignia or logo that is confusingly similar to or a colorable imitation of any of the CribMaster Marks; and

4.5. Will not, during or subsequent to the term of this Agreement, register or use any domain name that incorporates or is confusingly similar to any of the CribMaster Marks.

5. **Changes and Modifications to the CribMaster Marks.** CribMaster expressly reserves the right from time to time to modify and change the CribMaster Marks. The CribMaster Marks, as modified or changed, shall for all purposes be deemed to be the CribMaster Marks referred to in this Agreement. Any and all such modifications or changes in the CribMaster Marks developed or adopted by CribMaster shall be the sole and absolute property of CribMaster and CribMaster may incorporate such modifications and changes in the CribMaster Marks and shall have the exclusive right to register such modified or changed marks as CribMaster deems appropriate. Distributor shall incorporate all such modifications or changes to the CribMaster Marks within a reasonable period of time after receiving notice of such modifications or changes.

6. **PROTECTION OF CRIBMASTER MARKS.**



- 6.1. Notice and Prosecution of Infringement of CribMaster Marks.** Distributor shall provide CribMaster with prompt written notice of any apparent infringement of the CribMaster Marks or any attempted use of or any application to register any mark confusingly similar to, or a colorable imitation of, any of the CribMaster Marks of which it becomes aware. CribMaster shall have primary responsibility to (i) institute and prosecute any actions for such infringement of the CribMaster Marks; and (ii) oppose any attempted use of or any application to register any mark confusingly similar to, or a colorable imitation of, any of the CribMaster Marks.
- 6.2. Fees Relating to Infringement Actions.** Any damages and costs recovered through such proceedings shall belong exclusively to CribMaster, and CribMaster shall be solely responsible for all costs and expenses of prosecuting such actions. However, at CribMaster's election, if CribMaster requests that Distributor contribute its proportionate share to the costs and expenses (including attorneys' fees) to the recovery of such damages and CribMaster recovers damages in an action for infringement of the CribMaster Marks, Distributor shall receive an equitable share of the damages recovered and paid to CribMaster. Distributor shall provide CribMaster with reasonably requested assistance in connection with such proceedings. CribMaster shall keep Distributor informed of the status of any such proceedings.
- 7. RELATIONSHIP OF PARTIES.** It is the express intention of the parties hereto that Distributor and CribMaster are and shall be separate legal entities. This Agreement shall not be construed to make Distributor the agent or legal representative of CribMaster, and Distributor is not granted any right or authority to assume or create any obligations for, on behalf of, or in the name of CribMaster. Distributor agrees, and shall require its agents to agree, not to incur or contract any debt or obligation on behalf of CribMaster, or commit any act, make any representation, or advertise in any manner that may adversely affect any right of CribMaster, including CribMaster's ownership of the CribMaster Marks, or be detrimental to CribMaster's good name and reputation.
- 8. TERM AND EVENTS OF TERMINATION.** The rights to use CribMaster Marks shall terminate on the effective date of expiration or termination of the Agreement. Immediately upon the effective termination or expiration date of this Agreement, Distributor shall cease all use of CribMaster Marks and shall, at CribMaster's option, return to CribMaster or destroy all materials bearing any CribMaster Marks, including, but not limited to, brochures, advertising materials, demonstration materials, marketing collateral and any other documentation, in all forms.





## **EXHIBIT B – CRIBMASTER APPLICATION SOFTWARE TERMS**

THE FOLLOWING TERMS AND CONDITIONS APPLY TO SOFTWARE USERS, AS DEFINED BELOW, USE OF ALL SOFTWARE AND RELATED DOCUMENTATION PROVIDED BY CRIBMASTER, INCLUDING CRIBMASTER OWNED SOFTWARE, SOFTWARE EMBEDDED IN HARDWARE (“EMBEDDED SOFTWARE”) THAT IS PROVIDED BY CRIBMASTER, AND SOFTWARE PROVIDED BY CRIBMASTER UNDER A LICENSE FROM A THIRD PARTY SUPPLIER (COLLECTIVELY, THE “SOFTWARE”) WHETHER OPERATING ON A SINGLE COMPUTER, NETWORK OR WEB HOSTED ENVIRONMENT, AND SUPPLEMENTS THE TERMS OF THE AGREEMENT TO WHICH THEY ARE ATTACHED (“AGREEMENT”). READ THE TERMS AND CONDITIONS OF THIS EXHIBIT CAREFULLY BEFORE CONTINUING USE OF THE SOFTWARE. SOFTWARE USERS (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) MUST AGREE TO THE TERMS OF THIS EXHIBIT BEFORE USING THE SOFTWARE. BY INSTALLING OR OTHERWISE USING THE SOFTWARE, SOFTWARE USERS ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS EXHIBIT. IF SOFTWARE USERS ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS EXHIBIT, THEY SHOULD PROMPTLY RETURN ALL SOFTWARE TO CRIBMASTER.

- 1. Software Users.** Software Users means, collectively or individually, the Distributor, if the Distributor is an end user of the Software, and the Software Users of the Distributor that are end users of the Software. Software Users use of all Software and related documentation provided by CribMaster or Distributor is governed by the terms and conditions set forth in this Exhibit B. Distributor must pass through Exhibit C to its Software Users and inform its Software Users that the use or installation of any Software is an agreement to be bound by the terms of Exhibit C.
- 2. License Grant.** CribMaster hereby grants to Software Users, and they accept, a limited, non-exclusive, non-transferrable, non-sublicensable license to access and use the Software in object-code-only form, and the accompanying user documentation, only for Software Users internal business purposes and only as otherwise authorized in this Exhibit. The maximum number of users, or products, as applicable, authorized to simultaneously access and use the Software is set forth in the pertinent CribMaster Order Form. Embedded Software may only be used with the hardware in which it is embedded and may not be transferred or otherwise removed from such hardware. Software Users agree that they will not assign, sublicense, transfer, pledge, lease, rent, or share their rights to the Software. Software Users may not modify, adapt, alter, translate, or create derivative works of the Software, and may not merge the Software with any other software or code. Upon loading or accessing the Software, other than Embedded Software, into or on a computer, Software Users may retain the media on which the Software was delivered (if any) for backup purposes. No copies of the Software or any portion thereof may be made by Software Users or any person under their authority or control.
- 3. Licensor’s Rights.** Software Users acknowledge and agree that all intellectual property rights in the Software are owned by CribMaster and its suppliers, or each of their licensors, and is protected under U.S. copyright law and trade secret laws of general applicability. Software Users further acknowledge and agree that all right, title, and interest in and to the Software are and shall remain with CribMaster or its suppliers, as applicable. Neither this Exhibit nor the Agreement convey to Software Users any interest in or to the Software.



Instead, Software Users are granted only a revocable, limited right to use the Software in accordance with the terms of this Exhibit and the Agreement.

4. **Limitation on Reverse Engineering.** Software Users may not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Software unless such activity is expressly permitted by applicable law.
5. **Term.** This License Agreement becomes effective upon Software Users use of the Software and shall continue until termination. Notwithstanding the foregoing, CribMaster may terminate this License Agreement upon breach by Software Users of any term hereof. Upon such termination, Software Users agree to cease all use of the Software and understand that, where applicable, CribMaster will restrict access to the Software and destroy or return to CribMaster the Software and all copies and portions thereof (if any). If CribMaster, in its sole discretion, determines Software Users continued use of the Software will not result in additional physical, reputational, or financial harm, damage, data loss, meaningful interference, or interruption of service to CribMaster, Distributor, or other customer systems or services, CribMaster will provide ninety (90) days notice of termination under this Section.
6. **Copyright.** All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and “applets” incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by CribMaster or its suppliers, or each of their respective licensors. The Software is protected by copyright laws and international treaty provisions. Software Users may copy the printed materials accompanying the Software for Software Users internal use only. Software Users agree to not make any modifications to the Software or accompanying printed materials and, to the extent such modifications are made, Software Users agree that they are owned by CribMaster.



## **EXHIBIT C – SOFTWARE-AS-A-SERVICE**

This Software-As-A-Service Exhibit (“SaaS Exhibit”) shall govern any SaaS Solution (as further defined below) required by any of the Products and/or purchased under the Agreement, to which this Exhibit C is attached and made a part thereof.

**1. Definitions.** Solely for the purposes of this SaaS Exhibit, the terms below shall have the meaning ascribed to them below:

- a. **“Access Credentials”** means any username, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the SaaS Solutions.
- b. **“Action”** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
- c. **“Affiliate”** of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.
- d. **“Authorized User”** means Distributor’s employees, consultants, contractors and customers, each of whom must be biological human, (a) who are authorized by Distributor to access and use the SaaS Solution under the rights granted to Distributor pursuant to this SaaS Exhibit; and (b) for whom access to the SaaS Solution has been purchased hereunder.
- e. **“Customer Data”** means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Distributor or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.
- f. **“Documentation”** means any manuals, instructions, or other documents or materials that Seller provides or makes available to Distributor in any form or medium and which describe the functionality, components, features, or requirements of the Services or CribMaster Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.



- g. **“Harmful Code”** means any software, hardware, artificial intelligence, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Distributor or any Authorized User from accessing or using the SaaS Solution or CribMaster Systems as intended by this Exhibit.
- h. **“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws and all similar or equivalent rights or forms of protection, in any part of the world.
- i. **“Losses”** means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- j. **“Permitted Use”** means any use of the SaaS Solutions by an Authorized User for the purpose of storing Customer Data collected through the Distributor’s, or its Authorized Users’, use of CribMaster software.
- k. **“Person”** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- l. **“Personal Information”** means any information that identifies an individual or relates to an identifiable individual that is collected through use of the SaaS Solutions.
- m. **“Process”** means to take any action or perform any operation or set of operations that the SaaS Solution are capable of taking or performing on any data, information, or other content. “Processing” and “Processed” have correlative meanings.
- n. **“Representatives”** means, with respect to a Party, that Party’s and its Affiliates’ employees, officers, directors, consultants, agents, independent contractors, sublicensees, subcontractors and legal advisors.
- o. **“Security Incident”** means any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of, or damage to Customer Data, or any other unauthorized Processing of Customer Data, except for that Processing reasonably believed to be authorized.
- p. **“CribMaster Hosting Services”** means the provision by CribMaster of network infrastructure, computing servers, data storage, and software connectivity, hosted either by CribMaster on its own servers or by CribMaster’s cloud provider(s), which



enables Distributor and Authorized Users to access CribMaster Systems.

- q. **“CribMaster Materials”** means the SaaS Solution, Documentation and CribMaster Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by CribMaster or any Subcontractor in connection with the SaaS Solution or otherwise comprise or relate to the CribMaster Hosting Services or CribMaster Systems. For the avoidance of doubt, the term “CribMaster Materials” includes Resultant Data and any information, data, or other content derived from CribMaster’s monitoring of Distributor’s or Authorized User’s access to or use of the SaaS Solution but does not include Customer Data.
- r. **“CribMaster Personnel”** means all individuals involved in the performance of Services as employees, agents, or independent contractors of CribMaster or any Subcontractor.
- s. **“CribMaster Systems”** means the information technology infrastructure used by or on behalf of CribMaster in the performance of the SaaS Solution, including all computers, software, hardware, databases, electronic systems (including database management systems), connected systems, and networks, whether operated directly by CribMaster or through the use of third-party services.
- t. **“Sensitive Personal Information”** means any of the following types of Personal Information: (i) social security number, taxpayer identification number, passport number, driver’s license number or other government-issued identification number; (ii) credit or debit card details or financial account number, with or without any code or password that would permit access to the account or credit history; or (iii) information on race, religion, ethnicity, sex life or practices or sexual orientation, medical or health information, genetic or biometric information, biometric templates, political or philosophical beliefs, political party or trade union membership, background check information or judicial data such as criminal records or information on other judicial or administrative proceedings.
- u. **“Service Level Failure”** means a material failure of the SaaS Solutions to meet the Availability Requirement.
- v. **“Service Unavailability”** means the SaaS Solution are not available for access and use by Distributor and its Authorized Users over the Internet and the unavailability is not due, in whole or in part, to any: (a) act or omission by Distributor or any Authorized User that does not strictly comply with this SaaS Exhibit; (b) Distributor Failure; (c) Distributor’s or its Authorized User’s Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by CribMaster pursuant to this SaaS Exhibit; (f) Scheduled Downtime; (g) disabling, suspension, or termination of the SaaS Solutions pursuant to 2.7 (Suspension or Termination of SaaS Solution); or (h) Harmful Code.
- w. **“Third-Party Materials”** means materials and information, in any form or medium,



including any software, documents, data, content, specifications, products, equipment, or components of or relating to the SaaS Solutions that are provided by CribMaster and are not proprietary to CribMaster.

## 2. SaaS Solution.

- 2.1. **Access and Use.** Subject to and conditioned on Distributor's and its Authorized Users' compliance with this SaaS Exhibit, CribMaster hereby grants Distributor a non-exclusive, non-transferable right to access and use the SaaS Solutions during the term (as set forth in the Order Form) for the Permitted Use, solely for use by Distributor or its Authorized Users in accordance with the terms and conditions herein and pursuant to validly issued Access Credentials. The total number of Authorized Users will not exceed the number set forth in the Order Form, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the fees payable hereunder.
- 2.2. **Documentation License.** CribMaster hereby grants to Distributor a non-exclusive, non-transferable license to use the Documentation during the Term solely for Distributor's or its Authorized Users' internal business purposes in connection with its use of the SaaS Solutions.
- 2.3. **Service and System Control.** Except as otherwise expressly provided in this SaaS Exhibit, as between the Parties with respect to the SaaS Solutions:
- (a) CribMaster has and will retain sole control over the operation, provision, maintenance and management of the CribMaster Materials; and
  - (b) Distributor has and will retain sole control over the operation, maintenance and management of and all access to and use of, the Distributor Systems (as defined in Section 8.3 below) and sole responsibility for all access to and use of the CribMaster Materials by any Person by or through the Distributor Systems or any other means controlled by Distributor or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the SaaS Solutions or CribMaster; (ii) results obtained from any use of the SaaS Solutions or CribMaster Materials; and (iii) conclusions, decisions, or actions based on such use.
- 2.4. **Reservation of Rights.** Nothing in this SaaS Exhibit grants to Distributor or any Authorized User any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the SaaS Solutions, CribMaster Materials, or Third-Party Materials, whether expressly, by implication, estoppel, or otherwise. All right, title and interest in and to the SaaS Solutions, the CribMaster Materials and the Third-Party Materials are and will remain with CribMaster and the respective rights holders in the Third-Party Materials.
- 2.5. **Changes.** CribMaster reserves the right, in its sole discretion, to make any changes to the SaaS Solutions and CribMaster Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of CribMaster's services to its customers; (ii) the competitive strength of or market for CribMaster's services; or (iii) the SaaS



Solutions' cost efficiency or performance; or (b) to comply with applicable law. Distributor understands and holds CribMaster harmless for any such changes which negatively impact or impair Distributor's use of the SaaS Solutions and CribMaster Materials. In the event of such negative impact or impairment, CribMaster and Distributor will work together to identify a reasonable solution to mitigate the impact, but neither Party shall be required to implement or accept such solution. Without limiting the foregoing, either party may, at any time during the term, request in writing changes to the SaaS Solutions. No requested changes will be effective unless and until memorialized in a written change order signed by both parties. Notwithstanding any other provision in this SaaS Exhibit, CribMaster shall not be liable for any Service Unavailability or disruption to the SaaS Solutions arising from a custom program or script written or provided by Distributor or an Authorized User, regardless of whether such custom program or script is accepted and/or implemented by CribMaster.

**2.6. Product Obsolescence.** CribMaster reserves the right, in its sole discretion, to declare as obsolete any SaaS Solution or CribMaster Materials that it deems necessary or useful to best serve its customers, adapt to technological advances, meet evolving security standards or regulations or otherwise accommodate market needs. Without limiting the foregoing, CribMaster will use best efforts to either provide impacted customers with a reasonably comparable alternative or reasonable notice to identify and implement another solution. If, as a result of CribMaster's decision to declare a SaaS Solution or any CribMaster materials obsolete, the parties agree CribMaster is in breach of its obligations under the Agreement, its Exhibits, or any other terms agreed upon by the Parties, Distributor's sole and exclusive remedy shall be termination of the Agreement.

**2.7. Subcontractors.** CribMaster may from time to time in its discretion engage third-parties to perform Services, Processing or provide cloud hosting services to deliver the SaaS Solutions that will have access to Personal Information (each, a "**Subcontractor**"), subject to the following conditions: (a) CribMaster will maintain a list of the Subcontractors and will provide this list to Distributor upon Distributor's request; (b) CribMaster will provide Distributor prior notice of the addition of any Subcontractor to this list and the opportunity to object to such addition(s); and (c) if Distributor makes such an objection on reasonable grounds and CribMaster is unable to modify the SaaS Solution to prevent access to Distributor Data by the additional Subcontractor, Distributor will have the right to terminate the relevant portion of the Services. CribMaster will, prior to engaging any Subcontractor, enter into a data agreement with such third-party that is at least as restrictive as this SaaS Exhibit.

**2.8. Suspension or Termination of SaaS Solution.** CribMaster may suspend, terminate, or otherwise deny Distributor's, any Authorized User's, or any other Person's access to or use of all or any part of the SaaS Solutions or CribMaster Materials, without incurring any resulting obligation or liability, if: (a) CribMaster receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires CribMaster to do so; or (b) CribMaster believes, in its good faith and sole discretion, that: (i) Distributor or any Authorized User has failed to comply with any term of this SaaS Exhibit, or accessed or used the SaaS Solutions beyond the scope of the rights granted or for a purpose not authorized under this SaaS Exhibit or in any



manner that does not comply with any instruction or requirement of the specifications; (ii) Distributor or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the SaaS Solutions; (iii) this SaaS Exhibit expires or is terminated; (iv) suspension, termination, or any other denial of access is reasonably required to address Harmful Code, (v) there has been a failure to comply with Third- Party Terms, damage, data loss, meaningful interference, or interruption of service to CribMaster, Distributor, or other customer systems or services or (vi) CribMaster's cloud service provider has directed such termination or suspension. This Section 2.8 does not limit any of CribMaster's other rights or remedies, whether at law, in equity, or under this SaaS Exhibit. If Distributor or any Authorized User's access to the SaaS Solutions is suspended under this Section 2.8 and later reinstated, CribMaster reserves the right to charge Distributor a reconnection fee.

### **3. Use Restrictions; Service Usage and Data Storage.**

**3.1. Use Restrictions.** Distributor shall not and shall not permit any other Person to, access or use the SaaS Solutions or CribMaster Materials except for the Permitted Use and as expressly permitted by this SaaS Exhibit and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Distributor shall not:

- a. exceed any bandwidth or storage space limitations for Distributor's account, if any, or attempt to circumvent or alter the processes or procedures to measure time, bandwidth, utilization, or other methods to document use of the SaaS Solutions;
- b. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Solution or CribMaster Materials to any Person other than Authorized Users;
- c. bypass or breach any security device or protection used by the SaaS Solutions or CribMaster Materials or access or use the SaaS Solutions or CribMaster Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- d. input, upload, transmit, or otherwise provide to or through the SaaS Solutions or CribMaster Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; access or use the SaaS Solutions or CribMaster Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other CribMaster customer), or that violates any applicable law; and
- e. otherwise access or use the SaaS Solutions or CribMaster Materials beyond the scope of the authorization granted under this Agreement or the Third- Party Terms or in an unlawful or illegal manner.

**3.2. Service Usage and Data Storage.** Any fees for designated levels of usage and data storage (each a "Service Allocation") will be set forth in the applicable CribMaster Order Form, beginning with the fees payable by Distributor for the levels of usage and data storage in effect as of the Effective Date. CribMaster will notify Distributor in writing,



which may be via email, if Distributor has reached eighty (80) percent of its then current Service Allocation and Distributor may increase its Service Allocation and corresponding fee obligations in accordance with this Agreement and the applicable Order Form. If Distributor exceeds its Service Allocation for any relevant period, Distributor shall also pay to CribMaster the applicable excess usage and storage fees set forth in the applicable CribMaster Order Form. Distributor acknowledges that exceeding its then-current Service Allocation may result in service degradation for Distributor and other CribMaster customers and agrees that (i) CribMaster has no obligation to permit Distributor to exceed its then-current Service Allocation and (ii) no denial of service by CribMaster as a result of Distributor voluntarily or involuntarily exceeding its then-current Service Allocation shall be deemed to be an event of Service Unavailability.

#### **4. Distributor Obligations.**

- 4.1. **Distributor Systems and Cooperation.** Distributor shall at all times during the term: (a) set up, maintain, fix, and operate in good repair, including the installation of all recommended updates, all Distributor Systems on or through which the SaaS Solutions are accessed or used; (b) ensure Distributor and Software Users adhere to the requirements of Schedule 1 to this SaaS Exhibit, (c) obtain Software Users' agreement to the CribMaster End User License Agreement provided by CribMaster and attached as Schedule 2 to this SaaS Exhibit, and (d) provide all cooperation and assistance as CribMaster may reasonably request to enable CribMaster to exercise its rights and perform its obligations under and in connection with this SaaS Exhibit. For the avoidance of doubt, CribMaster has no obligation to provide or coordinate services listed in this Section 4.1(a), or reimburse Distributor for the same.
- 4.2. **Effect of Distributor Failure or Delay.** CribMaster is not responsible or liable for any delay or failure of performance caused in whole or in part by Distributor's delay in performing, or failure to perform, any of its obligations under this SaaS Exhibit (each, a "**Distributor Failure**").
- 4.3. **Corrective Action and Notice.** If Distributor becomes aware of any actual or threatened activity prohibited by Section 3.1 (Use Restrictions), Distributor shall and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the SaaS Solutions and CribMaster Materials); and (b) notify CribMaster of any such actual or threatened activity.
- 4.4. **Notice.** Distributor will be responsible for: (i) providing any necessary notices to individuals with respect to the Processing by and transfer of Personal Information to CribMaster pursuant to this SaaS Exhibit, and (ii) ensuring it has the right to share Personal Information with CribMaster for the purposes described in this SaaS Exhibit.

#### **5. Service Levels; Support.**



- 5.1. **Service Levels.** Subject to the terms and conditions of this SaaS Exhibit, CribMaster will use commercially reasonable efforts to limit Distributor's Service Unavailability during the Term (the "**Availability Requirement**").
- 5.2. **Scheduled Downtime.** CribMaster will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the SaaS Solutions during hours which are intended to minimize the adverse impact of such downtime on Distributor; and (b) give Distributor at least thirty-six (36) hours prior notice of all scheduled outages of the SaaS Solutions ("**Scheduled Downtime**").
- 5.3. **Service Support.** Subject to Distributor's satisfying its payment obligations under the Agreement, support for the SaaS Solutions is available by telephone and email during the hours of eight (8) a.m. and six (6) p.m. Eastern Time (as calculated in Hartford, CT), Monday through Friday, excluding holidays. CribMaster may provide notifications of Service Level Failures to Distributor by telephone.
6. **Data Backup.** The CribMaster Systems are designed to perform routine data backups exclusively for Distributors and Customers subscribed to the CribMaster Hosting Services and in accordance with CribMaster's SaaS Solutions Backup Strategy document, which is confidentially available upon request by the Distributor. Distributor may request its then most current back-ups of Customer Data from CribMaster, which CribMaster shall provide to Distributor at Distributor's expense. In the event of any loss, destruction, damage, or corruption of Customer Data caused by the CribMaster Systems or the SaaS Solution, CribMaster will, as its sole obligation and liability and as Distributor's sole remedy, use commercially reasonable efforts to restore the Customer Data from CribMaster's then most current backup of such Customer Data. EXCEPT AS SET FORTH HEREIN CRIBMASTER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.
7. **Privacy & Data Protection.** To the extent that CribMaster obtains Personal Information from Authorized users through the SaaS Solutions, CribMaster agrees to the following:
  - 7.1. **Use.** CribMaster will Process Personal Information on behalf of Distributor to deliver Services in accordance with this SaaS Exhibit or other documented instructions of Distributor, whether in written or electronic form, or as otherwise required by applicable law.
  - 7.2. **Confidentiality.** CribMaster will hold Personal Information in strict confidence and impose confidentiality obligations on CribMaster personnel who will be provided access to, or will otherwise Process, Personal Information, including requiring personnel to protect all Personal Information.
  - 7.3. **Information Security Program.** CribMaster will maintain a written information security program that contains appropriate administrative, technical, and physical safeguards to protect Personal Information against anticipated threats or hazards to its security,



confidentiality or integrity. This is a confidential document which will not be shared.

- 7.4. **Cross-Border Transfers.** In connection with the performance of this SaaS Exhibit, CribMaster may transfer Personal Information to various locations. CribMaster will protect Personal Information in accordance with this SaaS Exhibit regardless of the jurisdiction in which it is located. If required by applicable law, the Parties will enter into EU Standard Contractual Clauses (Controller to Processor) or other similar agreements to facilitate transfer of Personal Information cross border.
- 7.5. **Requests or Complaints from Individuals.** CribMaster will promptly notify Distributor, unless specifically prohibited by law, if CribMaster receives: (i) any requests from an individual with respect to Personal Information Processed, including but not limited to opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Information, including allegations that the Processing infringes on an individual's rights. CribMaster will not respond directly to any such request or complaint and will cooperate with Distributor with respect to any action taken relating to such request or complaint and will seek to implement appropriate processes (including technical and organizational measures) to assist Distributor in responding to requests or complaints from individuals. Distributor is responsible for ensuring the accuracy of any Personal Information provided to CribMaster.
- 7.6. **Regulatory Requests.** At Distributor's request, CribMaster will assist Distributor in the event of an investigation by a competent regulator, including a data protection regulator or similar authority, if and to the extent that such investigation relates to the Processing of Personal Information by CribMaster on behalf of Distributor in accordance with this SaaS Exhibit. CribMaster reserves the right to charge a reasonable fee to Distributor for such requested assistance.
- 7.7. **Unauthorized Access.** CribMaster will take appropriate actions to address incidents of unauthorized access to Personal Information, including notifying Distributor as soon as reasonably possible following confirmation of any such incident. In the event of an incident of unauthorized access, CribMaster may consider Distributor input to determine whether any reports are required to be made or notices given (to public officials, data subjects, or any other person) and CribMaster will assist Distributor with filing any such reports and giving any such notices.
- 7.8. **Audit.** CribMaster will provide to Distributor, its authorized representatives, and such independent inspection body as Distributor may appoint, on reasonable notice, a summary of CribMaster's most recent independent audit. Summaries of audits are the expense of the Distributor.
- 7.9. **Return or Disposal.** Upon termination or expiration of this Exhibit or Agreement for any reason or upon Distributor's request and expense, CribMaster will return or destroy Personal Information, except as otherwise required by law applicable to CribMaster.



## 8. Security; Use of Customer Data.

**8.1. CribMaster Systems and Security Obligations; Use of Customer Data.** CribMaster will employ reasonable security measures in accordance with standard industry practice. This may include troubleshooting to prevent, find and fix problems with the operation of the SaaS Solution. CribMaster will not use Customer Data or derive information from it for any advertising or other commercial purposes without Distributor's consent. CribMaster may use Resultant Data to improve the SaaS Solutions, or for any other lawful purpose.

### 8.2. Security Incident Procedures.

**8.2.1. Discovery by CribMaster.** In the event CribMaster confirms a Security Incident caused by CribMaster, CribMaster shall notify Distributor within the timeline provided by applicable law and shall, subject to applicable laws, regulations, or a governmental request, provide Distributor with non-privileged details of the Security Incident, to the extent available, including any information relating to the cause of the Security Incident. In the event of a Security Incident, CribMaster and Distributor shall cooperate in good faith to resolve any privacy or data security issues involving Customer Data and to make any notifications to individuals affected by the Security Incident as required by law and equally share the cost of the same. If the Security Incident resulted from the negligence or malicious activity of Distributor, any legally required notifications and actions shall be made at Distributor's expense.

**8.2.2. Discovery by Distributor.** In the event Distributor becomes aware of a Security Incident related to the SaaS Solutions, Distributor shall, in the most expedient time possible under the circumstances, notify CribMaster of the Security Incident and shall, subject to applicable laws, regulations, or a governmental request, provide CribMaster with details to the extent available about the Security Incident, including information related to the cause of the Security Incident. In the event of a Security Incident, Distributor and CribMaster shall cooperate in good faith to resolve any privacy or data security issues involving Customer Data and to make any notifications to individuals affected by the Security Incident as required by law. If the Security Incident resulted from the act, omission or negligence of Customer, any legally required notifications and actions shall be made at Distributor's expense.

**8.3. Distributor Control and Responsibility.** Distributor has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Distributor or any Authorized User in connection with the SaaS Solutions; (c) Distributor's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Distributor or through the use of third-party services ("**Distributor Systems**"); (d) the security and



use of Distributor's and its Authorized Users' Access Credentials; (e) all access to and use of the SaaS Solutions and CribMaster Materials directly or indirectly by or through the Distributor Systems or its or its Authorized Users' Access Credentials, with or without Distributor's knowledge or consent; and (f) all results obtained from and all conclusions, decisions and actions based on access or use of the SaaS Solutions and CribMaster Materials.

8.4. **Access and Security.** Distributor shall employ physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the SaaS Solutions; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the SaaS Solutions.

8.5. **Prohibited Data.** Distributor acknowledges that the SaaS Solutions are not designed with security and access management for Processing the following categories of information: (a) Sensitive Personal Information; (b) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) ITAR (International Traffic in Arms Regulations) related data; (e) or any other data the handling and/or storage of which is restricted pursuant to applicable law (each of the foregoing, "**Prohibited Data**"). Distributor shall not, and shall not permit, any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the SaaS Solutions, the CribMaster Systems, or any CribMaster Personnel. Distributor is solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

8.6. **Use of Information of Distributor Representatives.** Distributor acknowledges that CribMaster will use information relating to Distributor Representatives for its administrative purposes, such as administering this SaaS Exhibit, billing, product updates and other similar uses.

## 9. Fees and Payment.

9.1. **Fees.** Distributor shall pay CribMaster the fees set forth in the applicable CribMaster Order Form ("**Fees**") in accordance with this Section 9 (**Fees and Payments**).

9.2. **Taxes.** All Fees and other amounts payable by Distributor under these Terms and Conditions are exclusive of taxes and similar assessments. Without limiting the foregoing, Distributor is responsible for all sales, use and excise taxes and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Distributor hereunder, other than any taxes imposed on CribMaster's income.

9.3. **Payment.** Distributor shall pay all undisputed Fees within thirty (30) days after the date of the invoice therefor. Distributor shall make all payments hereunder in U.S. dollars by the payment methods set forth in the invoice.



- 9.4. **Late Payment.** If Distributor fails to make any payment when due then, in addition to all other remedies that may be available:
- a. CribMaster may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law;
  - b. Distributor shall reimburse CribMaster for all reasonable costs incurred by CribMaster in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and
  - c. if such failure continues for thirty (30) days following written notice thereof, CribMaster may suspend performance of the CribMaster Hosting Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Distributor or any other Person by reason of such suspension.
- 9.5. **No Deductions or Setoffs.** All amounts payable to CribMaster under these Terms and Conditions shall be paid by Distributor to CribMaster in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason or any deduction or withholding of tax as may be required by applicable law).
- 9.6. **Fee Increases.** CribMaster may increase Fees by providing written notice to Distributor at least thirty (30) calendar days prior to the date the Fees are to increase, at which time the applicable CribMaster Order Form shall be deemed amended accordingly.
- 9.7. **Reimbursable Expenses.** Distributor shall reimburse CribMaster for out-of-pocket expenses incurred by CribMaster in connection with performing the Hosting Services as set forth in the applicable CribMaster Order Form ("**Reimbursable Expenses**").

## 10. Indemnification.

- 10.1. **Indemnification by CribMaster.** CribMaster shall defend, indemnify, and hold Distributor harmless from and against any and all damages, costs, losses, liabilities, or expenses (including court costs and reasonable attorneys' fees) which Distributor may suffer or incur in connection with any actual claim, demand, action, or other proceeding by any third party against Distributor arising from any claims that the SaaS Solution infringes the intellectual property rights of a third party, provided that Distributor (a) promptly gives CribMaster written notice of the claim; (b) gives CribMaster sole control of the defense and settlement of the claim (provided that CribMaster may not settle any claim unless the settlement unconditionally releases Distributor of all liability); and (c) provides CribMaster with all reasonable assistance, at CribMaster's expense. CribMaster shall not have any liability to the extent any claim is the result of (i) CribMaster's compliance with specifications provided by Distributor, (ii) the combination of the SaaS Solution with other hardware, products, software, or services not provided by CribMaster, (iii) Distributor or its Authorized Users' actions, omissions, or breach of this Agreement, or (iv) any lack of access to and / or use of the CribMaster Materials by Distributor or its Authorized Users if caused by: Distributor or its Authorized Users' lack of internet connectivity; failure, interruption, outage,



or other problem with any software, hardware, system, network, facility, or other matter not supplied by CribMaster pursuant to this SaaS Exhibit; Scheduled Downtime; Force Majeure; disabling, suspension, or termination of the SaaS Solutions pursuant to 2.7 (Suspension or Termination of SaaS Solution); or harmful code, If the SaaS Solution shall be the subject of an indemnifiable claim, or CribMaster reasonably believes that the SaaS Solution shall be the subject of an indemnifiable claim, CribMaster may, at its discretion, (i) modify the software or seek a license to remediate the infringement claim, or (ii) terminate this Agreement with written notice. This indemnification obligation constitutes CribMaster's sole and exclusive liability and Distributor's sole and exclusive remedy with respect to any claim of infringement of intellectual property rights by the SaaS Solution.

10.2. **Distributor Indemnification.** Distributor shall defend and indemnify CribMaster (and its affiliates, officers, directors and employees) from and against any and all damages, costs, losses, liabilities or expenses (including court costs and attorneys' fees) which CribMaster may suffer or incur in connection with any actual claim, demand, action or other proceeding by any third party arising from (a) the combination of a third-party application or configuration provided by Distributor and used with the SaaS Solution that infringes or misappropriates such third party's intellectual property rights, (b) Distributor's use of the SaaS Solution in violation of applicable law or this Agreement, or (c) Distributor's actions or negligence leading to malicious access and/or damage to CribMaster's Systems. Distributor shall also indemnify CribMaster (and its affiliates, officers, directors and employees) from and against any and all damages, costs, losses, liabilities or expenses (including court costs and attorneys' fees) which CribMaster may suffer or incur as a result of Distributor's actions or negligence leading to malicious access and/or damage to CribMaster's Systems.

11. **Reimbursable Expenses.** Distributor shall reimburse CribMaster for out-of-pocket expenses incurred by CribMaster in connection with performing the SaaS Solutions as set forth in the applicable CribMaster Order Form. In addition, Distributor shall reimburse CribMaster for out-of-pocket expenses incurred by CribMaster for any rush work or remedial measures, including but not limited to the hiring of subcontractors, taken by CribMaster in response to a request from Distributor to assist in resolving issues related to Distributor's Systems, Distributor's Responsibilities as described herein, Distributor-controlled Data, or the SaaS. Notwithstanding the foregoing, Distributor shall not be responsible for reimbursing expenses related to issues with the SaaS if such issues were caused by CribMaster's gross negligence.



## EXHIBIT C, SOFTWARE-AS-A-SERVICE, SCHEDULE 1

### System Requirements and Security Standards

Distributor is responsible for ensuring that all Software Users accessing CribMaster Software or CribMaster Systems meet the following minimum system and security requirements where applicable:

- 1) **Supported Browsers:** Software Users must access the application via the latest versions of Google Chrome, Mozilla Firefox, Microsoft Edge, or Apple Safari, with JavaScript and cookies enabled.
- 2) **Operating Systems:** Access must occur from devices running Windows 10 or later, macOS 11 or later, or current stable Linux distributions. Mobile access (if applicable) requires iOS 14+ or Android 10+.
- 3) **Security:** All devices must have up-to-date antivirus and anti-malware protection, active firewall, and current security patches installed. The Distributor and Software User are responsible for ensuring that uploaded files are free from viruses, malware, or malicious code.
- 4) **Network:** A reliable broadband internet connection is required. The use of network configurations that interfere with application functionality, including certain proxy servers or VPNs, is unsupported.
- 5) **File Uploads:** Software Users must follow the document guidelines for uploads available within each application. These include file types, size limits, and document templates.
- 6) **Authentication:** Software Users must follow password best practices, including using unique, hard-to-guess passwords, changing passwords frequently, and using different passwords for different systems. Software Users must use their own, individually assigned credentials to access any CribMaster Software or CribMaster Systems.

*CribMaster is not responsible for any issues arising from non-compliance with these requirements. CribMaster reserves the right to update these requirements as necessary to maintain security and functionality.*



## EXHIBIT C, SOFTWARE-AS-A-SERVICE, SCHEDULE 2

### CRIBMASTER END USER LICENSE AGREEMENT

THE TERMS AND CONDITIONS OF THIS CRIBMASTER END USER LICENSE AGREEMENT (“EULA”) APPLY TO SOFTWARE USERS’, AS DEFINED BELOW, USE OF ALL SOFTWARE, CRIBMASTER SYSTEMS, AND RELATED DOCUMENTATION PROVIDED BY CRIBMASTER, AND SUPPLEMENTS THE TERMS OF THE AGREEMENT TO WHICH IT IS ATTACHED (“AGREEMENT”). READ THE TERMS AND CONDITIONS OF THIS EULA CAREFULLY BEFORE CONTINUING USE OF THE SOFTWARE AND CRIBMASTER SYSTEMS. SOFTWARE USERS (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) MUST AGREE TO THE TERMS OF THIS EULA BEFORE USING THE SOFTWARE. BY INSTALLING OR OTHERWISE USING THE SOFTWARE OR CRIBMASTER SYSTEMS, SOFTWARE USERS ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS EULA. IF SOFTWARE USERS ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS EULA, THEY SHOULD PROMPTLY DISCONTINUE USE OF ALL SOFTWARE AND CRIBMASTER SYSTEMS AND/OR RETURN ALL SOFTWARE TO CRIBMASTER.

#### I. General Terms

##### 1. Definitions.

- a. **“Authorized User”** means Licensor’s employees, consultants, contractors and customers, each of whom must be biological human, (a) who are authorized by Distributor to access and use the SaaS Solution under the rights granted to Distributor pursuant to this SaaS Exhibit; and (b) for whom access to the SaaS Solution has been purchased hereunder.
- b. **“CribMaster Systems”** means the information technology infrastructure used by or on behalf of CribMaster in the performance of the SaaS Solution, including all computers, software, hardware, databases, electronic systems (including database management systems), connected systems, and networks, whether operated directly by CribMaster or through the use of third-party services.
- c. **“Harmful Code”** means any software, hardware, artificial intelligence, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Licensor or any Authorized User from accessing or using the SaaS Solution or CribMaster Systems as intended by this Exhibit.



- d. **“SaaS Solution(s)”** means the software-as-a-service offering as described in the Agreement, which may include data hosted by CribMaster on its servers, hosted by CribMaster’s cloud provider, or installed and operated on the Distributor’s or Authorized User’s own servers and data centers.
  - e. **“Software”** means collectively CribMaster-owned software, CribMaster software embedded in products that are provided by CribMaster, and CribMaster software, whether embedded in products or otherwise, provided by CribMaster under a license from a third-party supplier (whether operating on a single computer, network or web hosted environment).
  - f. **“Software Users”** means, collectively or individually, the customers of the Licensor that are end users of the Software and the CribMaster Systems. Software Users use of all Software, CribMaster Systems, and related documentation provided by CribMaster or Distributor is governed by the terms and conditions set forth in this EULA.
2. **License Grant.** CribMaster hereby grants to Software Users, and they accept, a limited, non-exclusive, non-transferrable, non-sublicensable license to access and use the Software in object-code-only form, and the accompanying user documentation, only for Software Users internal business purposes and only as otherwise authorized in this EULA. The maximum number of users authorized to simultaneously access and use the Software is set forth in the applicable CribMaster Order Form. Embedded Software may only be used with the hardware in which it is embedded, and may not be transferred or otherwise removed from such hardware. Software Users agree that they will not assign, sublicense, transfer, pledge, lease, rent, or share their rights to the Software. Software Users may not modify, adapt, alter, translate, or create derivative works of the Software, and may not merge the Software with any other software or code. Upon loading or accessing the Software, other than Embedded Software, into or on a computer, Software Users may retain the media on which the Software was delivered (if any) for backup purposes. No copies of the Software or any portion thereof may be made by Software Users or any person under their authority or control.
3. **Licensor’s Rights.** Software Users acknowledge and agree that all intellectual property rights in the Software are owned by CribMaster and its suppliers, or each of their licensors, and is protected under U.S. copyright law and trade secret laws of general applicability. Software Users further acknowledge and agree that all right, title, and interest in and to the Software are and shall remain with CribMaster or its suppliers, as applicable. Neither this EULA nor the Agreement convey to Software Users any interest in or to the Software. Instead, Software Users are granted only a revocable, limited right to use the Software in accordance with the terms of this EULA and the Agreement.
4. **Licensor’s Obligations.** Software Users agree to meet the following minimum system and security requirements, which CribMaster may update as necessary to maintain security and



functionality, and acknowledge CribMaster is not responsible for any issues arising from non-compliance with these requirements:

- a. **Supported Browsers:** Software Users must access the application via the latest versions of Google Chrome, Mozilla Firefox, Microsoft Edge, or Apple Safari, with JavaScript and cookies enabled.
  - b. **Operating Systems:** Access must occur from devices running Windows 10 or later, macOS 11 or later, or current stable Linux distributions. Mobile access (if applicable) requires iOS 14+ or Android 10+.
  - c. **Security:** All devices must have up-to-date antivirus and anti-malware protection, active firewall, and current security patches installed. The Distributor and Software User are responsible for ensuring that uploaded files are free from viruses, malware, or malicious code.
  - d. **Network:** A reliable broadband internet connection is required. The use of network configurations that interfere with application functionality, including certain proxy servers or VPNs, is unsupported.
  - e. **File Uploads:** Software Users must follow the document guidelines for uploads available within each application. These include file types, size limits, and document templates.
  - f. **Authentication:** Software Users must follow password best practices, including using unique, hard-to-guess passwords, changing passwords frequently, and using different passwords for different systems. Software Users must use their own, individually assigned credentials to access any CribMaster Software or CribMaster Systems.
5. **Use Restrictions.** Software Users shall not access or use the SaaS Solutions or CribMaster Systems except as expressly permitted by this EULA. For purposes of clarity and without limiting the generality of the foregoing, Software Users shall not:
- a. exceed any bandwidth or storage space limitations, if any, or attempt to circumvent or alter the processes or procedures to measure time, bandwidth, utilization, or other methods to document use of the SaaS Solutions;
  - b. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Solution or CribMaster Systems to any person other than an Authorized User;



- c. bypass or breach any security device or protection used by the SaaS Solutions or CribMaster Systems or access or use the SaaS Solutions or CribMaster Systems other than by an Authorized User through the use of his or her own, then valid access credentials;
  - d. input, upload, transmit, or otherwise provide to or through the SaaS Solutions or CribMaster Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code; access or use the SaaS Solutions or CribMaster Systems in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other CribMaster customer), or that violates any applicable law; and
  - e. otherwise access or use the SaaS Solutions or CribMaster Systems beyond the scope of the authorization granted under the Agreement or this EULA in an unlawful or illegal manner.
6. **Limitation on Reverse Engineering.** Software Users may not reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Software unless such activity is expressly permitted by applicable law.
7. **Term.** This EULA becomes effective upon Software Users' use of the Software and shall continue until termination. Upon any termination, Software Users agree to cease all use of the Software and destroy or return to CribMaster the Software and all copies and portions thereof (if any).
8. **Suspension or Termination.** CribMaster may suspend, terminate, or otherwise deny Software User's, or any other Person's, access to or use of all or any part of the Software, without incurring any resulting obligation or liability, if: (a) CribMaster receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires CribMaster to do so; or (b) CribMaster believes, in its good faith and sole discretion, that: (i) Software User has failed to comply with any term of this EULA, or accessed or used the Software beyond the scope of the rights granted or for a purpose not authorized under this EULA or in any manner that does not comply with any instruction or requirement of the specifications; (ii) Software User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Software; (iii) suspension, termination, or any other denial of access is reasonably required to address harmful or malicious code, (iv) there has been a failure to comply with third-party terms, damage, data loss, meaningful interference, or interruption of service to CribMaster, any



distributor, or other customer systems or services, or (v) CribMaster's cloud service provider has directed such termination or suspension. This Section does not limit any of CribMaster's other rights or remedies, whether at law, in equity, or under this EULA. If Software User's access to the Software is suspended under this Section and later reinstated, CribMaster reserves the right to charge a reconnection fee. If CribMaster, in its sole discretion, determines Software User's continued use of the Software will not result in additional physical, reputational, or financial harm, damage, data loss, meaningful interference, or interruption of service to CribMaster, Distributor, or other customer systems or services, CribMaster will provide ninety (90) days' notice of termination.

## II. **CribMaster API Endpoints SaaS**

9. **License Limitations.** Notwithstanding the terms contained in the CribMaster Application Software Exhibit, the following limitations apply to the API SaaS license: the API SaaS is licensed for use by authorized Distributors and/or Software Users solely for integration into their own business systems. Distributors may provide API SaaS access to their customers but may not (i) repackage or resell the API as a standalone product, (ii) build commercial services that rely on this API for unrelated third parties, or (iii) act as an intermediary service for unlicensed users. Any use beyond direct integration into a Distributor or Customer's internal systems require explicit written approval from CribMaster.
10. **Support and Maintenance.** CribMaster may provide support and maintenance for the API at its discretion. The customer agrees that CribMaster is under no obligation to provide updates, upgrades, or support unless explicitly stated.
11. **Usage Limitations.** CribMaster sets and enforces limits on the use of its APIs (e.g., limiting the number of API requests or the number of users served), at its sole discretion. The customer agrees to and will not attempt to circumvent such limitations as documented with each API. If the customer wishes to use any API beyond these limits, they must obtain CribMaster's express consent, which may include additional terms and/or charges. For such requests, contact your account manager. Exceeding the usage limitations may trigger Section 2.8 of the Software-as-a-Service Exhibit to the Agreement.
12. **API Prohibitions.** When using the APIs, the customer may not (nor allow those acting on their behalf to): defame, abuse, harass, stalk, or threaten others, interfere with or disrupt the APIs, servers, or networks providing the APIs, use the APIs for activities where their use or failure could lead to death, personal injury, or environmental damage (e.g., operation of nuclear facilities, air traffic control, or life support systems), or process or store data subject to the International Traffic in Arms Regulations or any other law prohibiting such processing or storage.

## III. **CribMaster SolGen Software**



13. Customer understands SolGen does not require Distributor's product catalog data ("Customer Data") to function; however, SolGen's accuracy is improved, and the user experience is enhanced if Customer Data is imported into the SolGen system. Distributor will provide Customer Data in a mutually agreeable format for CribMaster to ingest into SolGen. Distributor shall retain ownership of the Customer Data. Customer Data will be considered Confidential Information and can be deleted by Customer at any time or by CribMaster upon Customer's request.

#### **IV. Miscellaneous Terms**

14. **Copyright.** All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by CribMaster or its suppliers, or each of their respective licensors. The Software is protected by copyright laws and international treaty provisions. Software Users may copy the printed materials accompanying the Software for their internal use only. Software Users agree to not make any modifications to the Software or accompanying printed materials and, to the extent such modifications are made, Software Users agree that they are owned by CribMaster.

15. **Warranties.** CribMaster warrants and represents to the Software User that (i) the Software shall perform materially in accordance with manuals, instructions, or other documents provided by CribMaster to its distributors or Software Users, and which describe the functionality, components, features, or requirements of the Software, (ii) the functionality of the Software will not be materially decreased during a subscription term, and (iii) the Software does not knowingly infringe any valid U.S. patent, trademark, copyright, or other intellectual property right of any third party. The knowing non-infringement warranty shall not apply to any infringement which results from (x) any modifications or derivatives developed by any distributor or Software User(s) or their employees or contractors, (y) any unit or copy of the Products, or any part thereof manufactured and produced by any Distributor, or (z) any combination by a distributor of the Products, or any unit or copy thereof, with equipment or software or other items not supplied by CribMaster.

16. **Limitation of Liability.** CRIBMASTER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, REGARDLESS OF WHETHER CRIBMASTER HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, WHETHER SUCH DAMAGES ARE OTHERWISE FORESEEABLE, AND THE THEORY UPON WHICH SUCH LIABILITY IS PREMISED. IN THE EVENT OF ANY LIABILITY INCURRED BY CRIBMASTER HEREUNDER, THE ENTIRE LIABILITY OF



CRIBMASTER FOR DAMAGES FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO DIRECT DAMAGES.

17. **Headings.** The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.
18. **Governing Law.** The terms of this EULA shall be interpreted and governed by the laws of the State of Delaware without giving effect to choice of law provisions. The parties agree that the venue for any actions brought pursuant to this EULA shall be either the Courts of the State of Delaware, or the U.S. District Court for the District of Delaware, without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this EULA.
19. **Severability.** In the event any term or provision of this EULA is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this EULA for each party remain valid, binding and enforceable.
20. **Waiver.** No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.
21. **Modifications.** CribMaster reserves the right, in its sole discretion, to make any changes to the Software or these terms that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of CribMaster's services to its customers; (ii) the competitive strength of or market for CribMaster's services; or (iii) the SaaS Solutions' cost efficiency or performance; or (b) to comply with applicable law. Software User understands and holds CribMaster harmless for any such changes which negatively impact or impair Software User's use of the Software.
22. **Binding Terms and Assignments.** Except as described in Section 20, these terms shall be binding upon CribMaster, Software Users, and their respective successors and permitted assigns. The rights and obligations outlined in this EULA are not transferable or assignable by Software User without the prior written consent of CribMaster and any purported transfer or assignment in violation hereof shall be void and of no force and effect.



**EXHIBIT D – DATA PROCESSING AGREEMENT**

**EXHIBIT INTENTIONALLY OMITTED**

**TO EXECUTE A DATA PROCESSING AGREEMENT, CONTACT YOUR  
CRIBMASTER SALES REPRESENTATIVE**



## **EXHIBIT E – ADDENDUM FOR CRIBMASTER API ENDPOINTS SAAS**

These additional terms (the “**API Addendum**”) shall only apply to Distributors and Software Users who have subscribed to CribMaster’s API Endpoints SaaS (“**API SaaS**”) through the Agreement, to which this API Addendum is attached and made a part thereof. By executing an order for CribMaster’s API, Distributor agrees to be bound by these additional terms and pass on these terms to its Software Users. Terms not defined herein shall have the meaning set forth in the applicable Agreement and the Exhibits attached thereto. In the event of any conflict between this API Addendum and the terms of the Agreement or any other Exhibit thereto, the terms of this API Addendum shall control.

### **BETA PRODUCT**

Distributor understands the API Software utilizes API connections, is still in development, and may not be feature-complete or error-free. Distributor will ensure its End Users understand the same. CribMaster’s liability with regard to the API SaaS is limited to the amounts paid by Distributor for the API SaaS in the past 12 months. CribMaster shall have no liability for indirect, special, incidental, or consequential damages related to the API SaaS. The limitations of this API addendum shall survive the Agreement. The parties have entered into the Agreement in reliance upon these limitations of liability, which allocate the risk between the parties and form a basis of the bargain.

### **LICENSE LIMITATIONS**

Notwithstanding the terms contained in the CribMaster Application Software Exhibit, the following limitations apply to the API SaaS license: the API SaaS is licensed for use by authorized Distributors and/or Software Users solely for integration into their own business systems. Distributors may provide API SaaS access to their customers but may not (i) repackage or resell the API as a standalone product, (ii) build commercial services that rely on this API for unrelated third parties, or (iii) act as an intermediary service for unlicensed users. Any use beyond direct integration into a Distributor or Customer’s internal systems require explicit written approval from CribMaster.

### **SUPPORT AND MAINTENANCE**

CribMaster may provide support and maintenance for the API at its discretion. The customer agrees that CribMaster is under no obligation to provide updates, upgrades, or support unless explicitly stated.

### **USAGE LIMITATIONS**

CribMaster sets and enforces limits on the use of its APIs (e.g., limiting the number of API requests or the number of users served), at its sole discretion. The customer agrees to and will not attempt



to circumvent such limitations as documented with each API. If the customer wishes to use any API beyond these limits, they must obtain CribMaster's express consent, which may include additional terms and/or charges. For such requests, contact your account manager. Exceeding the usage limitations may trigger Section 2.8 of the Software-as-a-Service Exhibit to the Agreement.

### **API PROHIBITIONS**

When using the APIs, the customer may not (nor allow those acting on their behalf to): defame, abuse, harass, stalk, or threaten others, interfere with or disrupt the APIs, servers, or networks providing the APIs, use the APIs for activities where their use or failure could lead to death, personal injury, or environmental damage (e.g., operation of nuclear facilities, air traffic control, or life support systems), or process or store data subject to the International Traffic in Arms Regulations or any other law prohibiting such processing or storage.

### **API SECURITY REQUIREMENTS**

Distributor shall ensure Distributor and Software Users meet all security requirements set forth in the Agreement, including its Exhibits and Schedules.

### **MODIFICATION TO THIS API ADDENDUM**

Nothing in this document is intended to prevent CribMaster from exercising its rights under the Agreement, including the right to amend this API Addendum. The customer agrees that continued access or use of the services following any such amendment constitutes acceptance of any modified terms.



## **EXHIBIT F – ADDENDUM FOR CRIBMASTER SOLUTION GENERATOR SOFTWARE**

These additional terms (the “Solution Generator **Addendum**”) shall only apply to distributors who have subscribed to CribMaster’s Solution Generator Software (“**Solution Generator**”) through the Agreement, to which this Solution Generator Addendum is attached and made a part thereof. By executing an order for CribMaster’s Solution Generator, you agree to be bound by these additional terms. Terms not defined herein shall have the meaning set forth in the applicable Agreement and the Exhibits attached thereto. In the event of any conflict between this Solution Generator Addendum and the terms of the Agreement or any other Exhibit thereto, the terms of this Solution Generator Addendum shall control.

### **Distributor Product Information**

Distributor understands Solution Generator does not require Distributor’s product catalog data (“Customer Data”) to function; however, Solution Generator’s accuracy is improved, and the user experience is enhanced if Customer Data is imported into the Solution Generator system. Distributor will provide Customer Data in a mutually agreeable format for CribMaster to ingest into Solution Generator. Distributor shall retain ownership of the Customer Data. Customer Data will be considered Confidential Information and can be deleted by Customer at any time or by CribMaster upon Customer’s request.