



COPADO MASTER SERVICES AGREEMENT

This Master Services Agreement ("**Agreement**") is entered into effective as of the date signed by the parties below or, if signed by the parties on different dates, the date signed by the later signing party (the "**Effective Date**") and is entered into by and between Copado ("**Copado**") and _____ having its principal place of business at _____ ("**Customer**"). Copado and Customer are individually hereinafter referred to as a "Party" and collectively as the "Parties."

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Master Services Agreement.

"**Beta Services**" means Copado services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"**Content**" means Copado provided sample data, training materials, and information obtained by Copado from publicly available sources or its third-party content providers and made available to Customer through the Services.

"**Copado**" means the Copado company entity described in the "Copado Contracting Entity, Notices, Governing Law, and Venue" section 11.9 below.

"**Customer**" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

"**Customer Data**" means any electronic data or information submitted by Customer in using the Services, excluding Content and Non-Copado Applications.

"**Documentation**" means the Copado provided sample data, training materials and system documentation.

"**End of Support**" means the date that the subscription to Copado's Salesforce Services or related development operations tool is no longer supported via original provided Copado-Customer support engagement methods and is replaced with comparable support engagement methods.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Non-Copado Application**" means a web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a marketplace including as Salesforce Labs or under similar designation. Non-Copado Applications, other than those obtained or provided by Customer, will be identifiable as such.

"**Order Form**" means the documents for placing orders hereunder, including addenda thereto, that are entered into between Customer and Copado or any of their Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"**Personally Identifiable Information**" (PII) means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, and includes information protected by the following regulations: The General Data Protection Regulation (GDPR), HIPAA/HITECH - Health related information, GLBA - Financial information, Privacy Act - Fair Information Practices for PII held by US Federal Agencies, COPPA, FERPA, and FCRA.

"**Purchased Services**" means Services that Customer or Customer's Affiliate purchases under an Order Form.

“Services” means the subscription to Copado Salesforce or related development operations tools or professional services that are ordered by Customer under an Order Form and made available online by Copado, as described in the Documentation. “Services” exclude Content and Non-Copado Applications.

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by Copado without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Copado at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. COPADO RESPONSIBILITIES

2.1. Provision of Purchased Services; End of Support.

2.1.1. Copado will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable Copado standard support for the Purchased Services to Customer at no additional charge, and/or upgraded premiere support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which Copado shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Copado’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Copado employees), Internet service provider failure or delay, Non-Copado Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to Copado’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.1.2. Copado strives to continually innovate and evolve its support process with more effective systems and processes. As part of this ongoing evolution, certain support processes, including but not limited to versions, methods of Copado-Customer engagement, and instructions will be revised from time to time. In the event of such a revision, Copado will provide Customer with not less than five (5) days advance notice of such support revisions, along with necessary instructions and process to enable Customer to access the support purchased by Customer pursuant to this Agreement or the applicable Order Form.

2.2. Protection of Customer Data; Personally Identifiable Information. The parties acknowledge that Copado Services should only be used to manage customer “Meta Data” within the Salesforce instance environment, and should not be used to nor is it intended to access, receive, control, store, process, transmit, maintain, or possess Customer’s Personally Identifiable Information. To the extent a customer utilizes such Personally Identifiable Information with Copado, it is expressly outside of the express design and use of the Service, unless a specific data migration or similar service is specified in an applicable Order Form, and which will contain any applicable terms and conditions relative to the security and safeguards necessary for such Personally Identifiable Information. Copado will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Copado will take measures to safeguard all information processed in its system, this will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users).

Copado Services only requires personal information in the form of name (which can be fictionalized) and email used for authentication, authorization and process outcome notification purposes. Copado access is limited to Customer’s instance of Salesforce.com. No access to Customer infrastructure is provided to Copado.

2.3. Beta Services. From time to time, Copado may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not at its sole discretion. Any use of Beta Services is subject to the execution of a separate Beta Services Agreement.

3. USE OF THE SERVICE

3.1. Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Copado regarding future functionality or features.

- 3.2. **Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, Copado may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Copado's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon Copado's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.
- 3.3. **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-Copado Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify Copado promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use Policy below, Order Forms and applicable laws and government regulations, and (e) comply with terms of service of any Non-Copado Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in Copado's judgment threatens the security, integrity or availability of Copado's services, may result in Copado's immediate suspension of the Services, however Copado will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 3.4. **Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-Copado Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Copado Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of Copado intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.
- 3.5. **Acceptable Use Policy.** Customer's violation of this Acceptable Use Policy ("AUP") will be considered a material breach of the Agreement governing the Customer's use of the Services. A) Customer may not, and may not allow any third-party, including its Users, to use Services to display, store, process or transmit, or permit use of Services to display, store, process or transmit:
- i) Material that infringes or misappropriates a third party's intellectual property or proprietary rights;
 - ii) Hate-related or violent material, and/or material advocating discrimination against individuals or groups;
 - iii) Obscene, excessively profane material or otherwise objectionable material;
 - iv) Material advocating or advancing criminal hacking, cracking, or phishing;
 - v) Material related to illegal drugs or paraphernalia;
 - vi) Malicious material or Unlawful software;
 - vii) Malicious Code, and other harmful or malicious files or programs; or
 - viii) Material that violates, encourages or furthers conduct that would violate any applicable laws, including any criminal laws, or any third-party rights, including publicity or privacy rights.
- B) Customer may not use the Services to, nor allow its Users or any third-party to use Services to:
- i) Intentionally distribute viruses, worms, defects, Trojan horses, corrupted files, hoaxes, or any other items of a destructive or deceptive nature;

- ii) Illegally transmit another's intellectual property or other proprietary information without such owner's or licensor's permission;
- iii) Promote, facilitate or encourage illegal activity;
- iv) Interfere with other users' enjoyment of Services;
- v) Access (including through any interfaces provided with Services), any Copado Services, or other service or website, in a manner that violates the terms for use of or access to such service or website;
- vi) Operate an "open proxy" or any other form of Internet proxy service that is capable of forwarding requests to any end user or third-party supplied Internet host;
- vii) Perform significant load or security testing without first obtaining Copado's written consent;
- viii) Remove any copyright, trademark or other proprietary rights notices contained in or on the service or reformat or frame any portion of the web pages that are part of the Services administration display;
- ix) Use Services in any manner that would disparage Copado.

4 FEES AND PAYMENT

- 4.1 **Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscription access purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities of access purchased cannot be decreased during the relevant subscription term.
- 4.2 **Invoicing and Payment.** Customer will provide Copado with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Copado. If Customer provides credit card information to Copado, Customer authorizes Copado to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, Copado will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net thirty (30) days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Copado and notifying Copado of any changes to such information.
- 4.3 **Overdue Charges.** If any invoiced amount is not received by Copado by the due date, then without limiting Copado's rights or remedies, (a) those charges will accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Copado may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.
- 4.4 **Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for Services is overdue, Copado may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, Copado will give Customer at least ten (10) days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer. Copado shall not be required to provide more than two (2) such overdue notices in any calendar year and may take action for nonpayment as provided by this Section if payment is not timely received as invoiced.
- 4.5 **Payment Disputes.** Copado will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer has notified Copado of a reasonable dispute with the applicable charges listed in a Copado invoice prior to the invoice due date (including reasonable detail as to the nature of the dispute), and reasonably and in good faith cooperates diligently to resolve the dispute.
- 4.6 **Taxes.** Copado's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Copado has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Copado will invoice Customer and Customer will pay that amount unless Customer provides Copado with a valid tax exemption certificate authorized by the appropriate taxing authority. Copado is solely responsible for taxes assessable against it based on

its income, property and employees.

5 PROPRIETARY RIGHTS

- 5.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Copado, its Affiliates, its licensors and Content providers reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than expressly set forth herein.
- 5.2 **Customer Data.** Subject to the limited rights granted by Customer hereunder, Copado acquires no right, title or interest from Customer or Customer's licensors under this Agreement in or to Customer Data, including any intellectual property rights therein.
- 5.3 **Admin Access.** Customer understands and agrees that selected Copado technical and customer support personnel may require access to the Customer's Data through the normal course of providing customer support and system administrative services. Customer hereby consents to such access.
- 5.4 **License by Customer to Copado.** Customer grants Copado, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Copado Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for Copado to provide and ensure proper operation of, the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non Copado Application with a Service, Customer grants Copado permission to allow the Non-Copado Application and its provider to access Customer Data and information about Customer's usage of the Non-Copado Application as appropriate for the interoperation of that Non-Copado Application with the Service. Subject to the limited licenses granted herein, Copado acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-Copado Application or such program code.
- 5.5 **License by Customer to Use Feedback.** Customer grants to Copado and its Affiliates a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Copado's or its Affiliates' services.

6 CONFIDENTIALITY

- 6.1 **Definition of Confidential Information.** "**Confidential Information**" means all information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information shall include Customer Data; Copado Confidential Information shall include, without limitation, the Services, the source code, the data schema, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (it) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party, as demonstrated by contemporaneous written records.
- 6.2 **Protection of Confidential Information.** The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 6.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of

compiling and providing secure access to such Confidential Information.

6.4 **Accepted use.** Customer acknowledges and agrees that Copado may compile aggregated, anonymized, de-identified data or metrics from all or part of Customer's use of the Services, provided that such aggregated results will not contain information that could be used to individually identify Customer or its Users. Copado shall use such aggregated data in non-personally identifiable form for the purposes of improving the Copado Service, for evaluating global trends for product development and marketing, for optimizing its performance or metrics, and as may be required for accounting or audit requirements, or by law. Such aggregated de-identified data shall belong to Copado and shall be considered Copado's Confidential Information.

7 WARRANTIES AND DISCLAIMERS

7.1 **Warranties by Copado.** Copado warrants that (i) Copado has validly entered into this Agreement and has the legal power to do so, (ii) the Services shall perform materially in accordance with its Documentation, and (iii) the functionality of the Services will not be materially decreased during a subscription term specified in the Order Form. For any breach of a warranty above, the exclusive remedy shall be as provided in Section 10.4 (Refund or Payment upon Termination) below.

7.2 **Warranties by Customer.** Customer warrants that Customer has validly entered into this Agreement and has the legal power to do so.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8 MUTUAL INDEMNIFICATION

8.1 **Indemnification by Copado.** Copado shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a judgment, or court approved settlement of, a Claim Against Customer; provided that Customer (a) promptly gives Copado written notice of the Claim Against Customer; (b) give Copado sole control of the defense and settlement of the Claim Against Customer (provided that Copado may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to Copado all reasonable assistance, at Copado's expense. In the event of a Claim Against Customer, or if Copado reasonably believes the Services may infringe or misappropriate a third party's intellectual property rights, Copado may in its sole discretion and at no cost to Customer (i) modify the Services so that they no longer infringe or misappropriate, which shall not be considered a breach of any warranties under this Agreement, (ii) obtain a license for continued use of the Services in accordance with this Agreement, or (iii) terminate subscriptions for such Services upon thirty (30) days written notice and refund to Customer any prepaid fees covering the remainder of the term of such subscriptions after the effective date of such termination. Copado shall have no liability or obligation hereunder with respect to any claim based upon (a) use of any Services in an application or environment or on a platform or with devices for which it was not designed or contemplated; (b) modifications, alterations, combinations or enhancements of the Services not created by or for Copado; (c) Customer's continuing allegedly infringing activity after being notified thereof, or its continuing use of any version after being provided modifications that would have avoided the alleged infringement; or (d) any intellectual property right in which Customer or any Customer Affiliates has an interest.

8.2 **Indemnification by Customer.** Customer shall defend Copado against any claim, demand, suit or proceeding made or brought against Copado by a third party alleging that Customer Data, or Customer's use of Customer Data with the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "**Claim Against Copado**"), and shall indemnify Copado for any damages, attorney fees and costs finally awarded against Copado as a result of, or for any amounts paid by Copado under a judgment, or court-approved settlement of, a Claim Against Copado; provided that Copado (a) promptly gives Customer written notice of the Claim Against Copado; (b) gives Customer sole control of the defense and settlement of the Claim Against Copado (provided that Customer may not settle any Claim Against Copado unless the settlement unconditionally releases Copado of all liability); and (c) provides to Customer all reasonable assistance at Customer's expense.

8.3 **Exclusive Remedy.** Section 8 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third -party claim described in this Section 8.

9 LIMITATION OF LIABILITY

9.1 **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

9.2 **Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10 TERM AND TERMINATION

10.1 **Term of Agreement.** This Agreement commences as of the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or have been terminated.

10.2 **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 periods equal to the expiring subscription term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to Seven percent (7%) above the applicable pricing in the prior term, unless Copado provides Customer notice of different pricing at least sixty (60) days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Copado's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in repricing at renewal without regard to the prior term's per-unit pricing.

10.3 **Termination.** A party may terminate an applicable Order Form(s) for cause (i) upon thirty (30) days written notice to the other party of a material breach and if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4 **Refund or Payment upon Termination.** If an Order Form is terminated by Customer in accordance with the "Termination" section above, Copado will refund Customer a pro-rata portion of any prepaid fees covering the remainder of the term of such Order Form(s) after the effective date of termination. If an Order Form(s) is terminated by Copado in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of such Order Form(s) to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Copado for the period prior to the effective date of termination.

10.5 **Surviving Provisions.** The sections titled "Proprietary Rights," "Confidentiality," "Warranties & Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer - Data Personally Identifiable Information" will survive any termination or expiration of this Agreement for so long as Copado retains possession of any Customer Data.

11 GENERAL PROVISIONS.

11.1 **Export Compliance.** The Services, other technology Copado makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each Party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation.

11.2 **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

11.3 **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Copado and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous

agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms pursuant to this Agreement) is void notwithstanding that the Customer documentation may be later in time. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, and (2) this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

- 11.4 **Relationship of the Parties.** The parties to this Agreement are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 11.5 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 11.6 **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 11.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the objectionable portions of such provision will be deemed null and void, and the remaining provisions or portions of this Agreement will remain in effect.
- 11.8 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld, conditioned, or delayed); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination by Customer, Copado will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.9 **Copado Contracting Entity, Notices, Governing Law, and Venue.** The Copado entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, depend on where Customer is domiciled as follows:

Customer's Domicile	Copado Entity	Address	Governing Law	Jurisdiction
All Countries in the United Kingdom & Australia	Copado Ltd.	Copado Ltd. 3 Acorn Business Centre, Northarbour Road, Cosham, Portsmouth, Hampshire, PO6 3TH	England & Wales	London, England
A Country in Europe (other than the UK), the Middle East or Africa	Copado Solutions S.L., a Spanish Corporation	Copado Solutions S.L. Paseo de la Castellana, 77 Madrid M 28046	Spain	Madrid, Spain

- 11.10 **Manner of Giving Notice.** Except as may otherwise be specified in this Agreement, all notices related to this Agreement will be in writing and will be deemed received upon (a) personal delivery with signature receipt, (b) the third business day after mailing, (c) delivery by overnight mail via a recognized provider, or (d) by email, except for notices of termination or an indemnifiable claim which shall clearly be identifiable as such in their terms and sent contemporaneously via a method listed in a) through c) above. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator or supervising employee designated by Customer, or if no such designation is provided, to the relevant billing contact.
- 11.11 **Agreement to Governing Law and Jurisdiction.** Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.
- 11.12 **No Agency.** Copado is entering into this Agreement as principal and not as agent for any other Copado company.

Subject to any permitted Assignment under the “Assignment” section above, the obligations owed by the Copado entity entering into this Agreement shall be owed to Customer solely by that Copado entity, and the obligations owed by Customer under this Agreement shall be owed solely to that Copado entity.

11.13 **Insurance.** Copado will purchase and maintain from the Effective Date of this Agreement through the expiration of this Agreement and any Order Form(s) under the Agreement, the following minimum insurance limits and coverage with an A.M. Best Guide rating to A VII or better:

- a) Workers' Compensation Insurance, with statutory limits, as required by the jurisdiction over Copado's employees, and Employer's Liability Insurance with limits required in the applicable jurisdictions;
- b) Commercial General Liability Insurance, written claims-made basis, combined single limit per occurrence of \$1,000,000 and an annual aggregate of \$2,000,000, including defense costs, for all coverages;
- c) Commercial Automobile Liability Insurance, covering bodily injury and property damage with a combined single limit of not less than \$1,000,000 each accident. This insurance shall cover liability arising out of the use of Copado's owned, non-owned, and hired automobiles in the performance of the Services;
- d) Umbrella/Excess Liability Insurance, written on an occurrence, not claims-made basis, providing coverage excess of the underlying Employer's Liability, Commercial General Liability, and Commercial Automobile Liability insurance, with limits of not less than \$4,000,000;
- e) Professional Liability and Cyber Liability Insurance, including acts, errors and omissions arising out of the rendering professional services related to this Agreement with coverage limits of no less than \$5,000,000 per claim and an annual aggregate of \$5,000,000.

The Commercial General Liability and Umbrella/Excess Liability insurance required above shall list Customer as an additional insured for liability arising out of the acts or omissions of Copado, its employees, or agents and for liability arising out of Copado's Services.

12 Local Law Requirements:

12.1 **Germany:** With respect to Customers domiciled in Germany, Section 7 “Warranties and Disclaimers”, Section 8.3 “Exclusive Remedy”, and Section 9 “Limitation of Liability” of this Agreement are replaced with the following sections respectively:

7. WARRANTIES FOR CUSTOMERS DOMICILED IN GERMANY

- 7.1 **Agreed Quality of the Services.** Copado warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) Copado will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the terms of Section 3 of this Agreement, Copado will not materially decrease the overall functionality of the Services.
- 7.2 **Content.** Copado is not designating or adopting Content as its own and assumes no warranty or liability for Content. The parties agree that the “Reporting of Defects”, “Remedies resulting from Defects” and “Exclusions” sections below shall apply accordingly to Copado's responsibility in the event Copado is deemed responsible for Content by a court of competent jurisdiction.
- 7.3 **Reporting of Defects.** Customer shall report any deviation of the Services from the “Agreed Quality of the Services” section (“Defect”) to Copado in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Customer shall forward to Copado any useful information available to Customer for rectification of the Defect.
- 7.4 **Remedies resulting from Defects.** Copado shall rectify any Defect within a reasonable period of time. If such rectification fails, Customer may terminate the respective Order Form provided that Copado had enough time for curing the Defect. The “Refund or Payment upon Termination” section, sentence and 1 and sentence 3 shall apply accordingly. If Copado is responsible for the Defect or if Copado is in default with the rectification, Customer may assert claims for the damage caused in the scope specified in the “Limitation of Liability” section below.
- 7.5 **Defects in Title.** Defects in title of the Services shall be handled in accordance with the provisions of Clause 8 “Mutual Indemnification”.
- 7.6 **Exclusions.** Customer shall have no claims under this Clause 8 “Warranty” if a Defect was caused by the Services not being used by Customer in accordance with the provisions of this Agreement, the Documentation and the applicable Order Forms.

8.3 **Liability resulting from Indemnification for Customers domiciled in Germany.** The below “Limitation of Liability” section shall apply to any claims resulting from this “Mutual Indemnification” section.

9 LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY

9.1 **Unlimited Liability.** The Parties shall be mutually liable without limitation, (i) in the event of willful misconduct or gross negligence, (ii) within the scope of a guarantee taken over by the respective party, (iii) in the event that a defect is maliciously concealed, (iv) in case of an injury to life, body or health, (v) according to the German Product Liability Law.

9.2 **Liability for Breach of Cardinal Duties.** If cardinal duties are infringed due to slight negligence and if, as a consequence, the achievement of the objective of this Agreement including any applicable Order Form is endangered, or in the case of a slightly negligent failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of this Agreement (including any applicable Order Form), the parties' liability shall be limited to foreseeable damage typical for the contract. In all other respects, any liability for damage caused by slight negligence shall be excluded.

9.3 **Liability Cap.** Unless the parties are liable in accordance with "Unlimited Liability" section above, in no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by Customer and its Affiliates hereunder for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose. The foregoing limitation will not limit Customer's and its Affiliates' payment obligations under the "Fees and Payment" section above.

9.4 **Scope.** With the exception of liability in accordance with the "Unlimited Liability" section, the above limitations of liability shall apply to all claims for damages, irrespective of the legal basis including claims for tort damages. The above limitations of liability also apply in the case of claims for a party's damages against the respective other party's employees, agents or bodies.

12.2 **Italy:** With respect to Customers domiciled in Italy, Section 4.2 "Invoicing and Payment", Section 4.3 "Overdue Charges", Section 4.4 "Suspension of Service and Acceleration", and Section 11.2 "Anti-Corruption" of this Agreement are replaced with the following sections respectively:

4.2 Invoicing and Payment

a) **Invoicing and Payment.** Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net thirty (30) days from the invoice date. If required law as required by law as stated in this Section 4.2 as applicable to the Services, the parties acknowledge that invoices are also be submitted electronically by Copado in accordance with the "Electronic Invoicing" section below through the Agenzia delle Entrate's Exchange System (SDI – Sistema di Interscambio) and any delay due to the SDI shall not affect the foregoing payment term. Customer shall be responsible for providing complete and accurate billing and contact information to Copado and shall notify Copado of any changes to such information.

b) **Electronic Invoicing.** The invoice will be issued in electronic format as defined in article 1, paragraph 916, of Law no. 205 of December 27, 2017, which introduced the obligation of electronic invoicing, starting from January 1, 2019, for the sale of goods and services performed between residents, established or identified in the territory of the Italian State. To facilitate such electronic invoicing, Customer shall provide to Copado at least the following information in writing: Customer full registered company name, registered office address, VAT number, tax/fiscal code and any additional code and/or relevant information required under applicable law. In any event, the parties shall cooperate diligently to enable such electronic invoicing process. Any error due to the provision by Customer of incorrect or insufficient invoicing information preventing (a) Copado to successfully submit the electronic invoice to the SDI or (b) the SDI to duly and effectively process such invoice or (c) which, in any event, requires Copado to issue an invoice again, shall not result in an extension of the payment term set out in the "Invoicing and Payment" section above, and such term shall still be calculated from the date of the original invoice. Copado reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

c) **Split Payment.** If subject to the "split payment" regime, Customer shall be exclusively responsible for payment of any VAT amount due, provided that Customer shall confirm to Copado the applicability of such regime and, if applicable, Customer shall provide proof of such VAT payment to Copado and, if applicable, Customer shall provide proof of such VAT payment to Copado.

4.3 **Overdue Charges.** Subject to the "Payment Disputes" section below, if any invoiced amount is not received by Copado by the due date, then without limiting Copado's rights or remedies, those charges, without the need for notice of default, may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law (Legislative Decree no. 231/2002), whichever is lower and/or (b) Copado may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

4.4 **Suspension of Service.** Subject to the "Payment Disputes" section below, if any charge owing by Customer under this or any other agreement for services is overdue, Copado may, without limiting its other rights and remedies, suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card

or direct debit whose payment has been declined, Copado will give Customer at least ten (10) days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

11.2 Anti-Corruption.

a) **Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

b) **Code of Conduct and Organization, Management and Control Model.** Customer acknowledges that Copado has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 to prevent crimes provided for therein and commits to comply with the principles contained in the above Legislative Decree 231/2001. Customer also acknowledges and agrees that the violation of the principles and the provisions contained in Legislative Decree 231/2001 by Customer may entitle Copado, based on the severity of the violation, to terminate this Agreement for cause as set out in Section 10.3(i) above.

12.3 Spain: With respect to Customers domiciled in Spain, in the event of any conflict between any statutory law in Spain applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

Signature Page Follows

IN WITNESS WHEREOF, the parties' authorized signatories have duly executed this Agreement as of the Effective Date:

COPADO By: _____ Print Name: _____ Title: _____ Date: _____	CUSTOMER: _____ By: _____ Print Name: _____ Title: _____ Date: _____
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