

## MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF PROSPECTA SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN. IF CUSTOMER REGISTERS FOR A FREE TRIAL OF PROSPECTA SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES. BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

The Services may not be accessed for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. Prospecta's direct competitors are prohibited from accessing the Services, except with Prospecta's prior written consent. This Agreement is effective between Customer and Prospecta as of the date of Customer's accepting this Agreement (the "Effective Date").

### 1. DEFINITIONS

**"Affiliate"** means any entity that 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 Subscription Agreement.

**"Beta Services"** means Prospecta 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 information obtained by Prospecta from publicly available sources or its third-party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

**"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 electronic data and information submitted by or for Customer to the Services, excluding Content and Non-Prospecta Applications.

**"Documentation"** means the applicable Service's documentation including applicable order form, any SoW, and its usage guides and policies, as updated from time to time .

**"Free Services"** means Services that Prospecta makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

**"Malicious Code"** means code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

**"Marketplace"** means an online directory, catalogue or marketplace of applications that interoperate with the Services.

**"Non-Prospecta Application"** means Web-based, mobile, offline, or other software functionality that interoperates with a Service, that is provided by Customer or a third party and/or listed on a Marketplace. Non-Prospecta Applications, other than those obtained or provided by Customer, will be identifiable as such.

**"Order Form"** means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and Prospecta or any of their Affiliates, including any 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.

**"Purchased Services"** means Services that Customer or Customer's Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

**"Services"** means the products and services that are ordered by Customer under an Order Form or online purchasing portal or provided to Customer free of charge (as applicable), or under a free trial, and made available online by Prospecta, including associated Prospecta offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-Prospecta Applications.

**"Statement of Work" or "SOW"** means any statement of work or other such executed document that references this Agreement, whereby Customer engages Prospecta to perform certain training, consulting technical account management, professional, or similar services related thereto.

**"Software as a Service or SaaS Service"** means Prospecta hosted service solution Known as "MDO" including any future name changes as specified on an Order Form, made available to the customer. The SaaS Service may include the use of certain Software, as applicable.

“**Subscription Term(s)**” means the subscription period(s) specified in an Order Form, during which Authorized Users may use the SaaS Service, subject to the terms of this Agreement

“**PROSPECTA**” means the company described in the “Prospecta Contracting Entity, Notices, Governing Law, and Venue” section below.

“**Update**” is a SaaS Service release that we make generally available to all our customers, along with any corresponding changes to Documentation. An Update may be an error correction or bug fix; or it may be enhancement, new feature, or new functionality

“**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 Prospecta without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, Prospecta 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. PROSPECTA RESPONSIBILITIES

### 2.1 Provision of Purchased Services. Prospecta will:

- a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation;
- b) provide applicable Prospecta standard support for the Purchased Services to Customer at no additional charge, and/or upgraded 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 Prospecta shall give advance 3 days electronic notice), and
  - ii. any unavailability caused by circumstances beyond Prospecta’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labour problem (other than one involving Prospecta employees), internet service provider failure or delay, Non-Prospecta Application, or denial of service attack; and
- d) provide the Services in accordance with laws and government regulations applicable to Prospecta’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 and Users’ use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 **Protection of Customer Data.** Prospecta will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data, as described in the Documentation. Those safeguards 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). To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by Prospecta, its Processor Binding Corporate Rules, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer’s acceptance of this Agreement, and an applicable Affiliate’s execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, Prospecta will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, Prospecta will have no obligation to maintain, or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited;

2.3 **Prospecta Personnel.** Prospecta will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Prospecta’s obligations under this Agreement, except as otherwise specified in this Agreement;

2.4 **Beta Services.** From time to time, Prospecta may make Beta Services available to Customer at no charge. Customer may choose to try such Beta Services or not in its sole discretion. Any use of Beta Services is subject to the Beta Services terms provided separately;

2.5 **Free Trial.** If Customer registers on Prospecta’s or an Affiliate’s website for a free trial, Prospecta will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by Prospecta in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER’S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE “REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS” SECTION AND “INDEMNIFICATION BY PROSPECTA” SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY AND PROSPECTA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE PROSPECTA’S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, PROSPECTA AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER’S USE OF

THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO PROSPECTA AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER. CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

2.6 **Free Services.** Prospecta may make Free Services available to Customer. Use of Free Services is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Services are provided to Customer without charge up to certain limits as described in the Documentation. Usage over these limits requires Customer's purchase of additional resources or services. Customer agrees that Prospecta, in its sole discretion and for any or no reason, may terminate Customer's access to the Free Services or any part thereof. Customer agrees that any termination of Customer's access to the Free Services may be without prior notice, and Customer agrees that Prospecta will not be liable to Customer or any third party for such termination. Customer is solely responsible for exporting Customer Data from the Free Services prior to termination of Customer's access to the Free Services for any reason, provided that if Prospecta terminates Customer's account, except as required by law Prospecta will provide Customer a reasonable opportunity to retrieve its Customer Data.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY PROSPECTA" SECTION BELOW, THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND PROSPECTA SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE PROSPECTA'S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$1,000.00. WITHOUT LIMITING THE FOREGOING, PROSPECTA AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE FREE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE FREE SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO PROSPECTA AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE FREE SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

### 3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form, any SoW 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 Prospecta regarding future functionality or features.

3.2 **Usage Limits.** Services and Content are subject to usage limits specified in Order Forms, any SoW and Documentation. If Customer exceeds a contractual usage limit, Prospecta may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Prospecta'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 Prospecta'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, any SoW, 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-Prospecta 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 Prospecta promptly of any such unauthorized access or use;
- d) use Services and Content only in accordance with this Agreement, Documentation, Order Forms and applicable laws and government regulations; and
- e) comply with terms of service of any Non-Prospecta Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in Prospecta's judgment threatens the security, integrity, or availability of Prospecta's services, may result in Prospecta's immediate suspension of the Services, however Prospecta 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, 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-Prospecta Application to store or transmit infringing, libellous, 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-Prospecta 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, copy or use any of Prospecta intellectual property except as permitted under this Agreement, an Order Form, or the Documentation;
  - h) modify, copy, or create derivative works of 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:
    - i. build a competitive product or service;
    - ii. build a product or service using similar ideas, features, functions or graphics of the Service;
    - iii. copy any ideas, features, functions or graphics of the Service; or
    - iv. determine whether the Services are within the scope of any patent.
- 3.5 **Removal of Content and Non-Prospecta Applications.** If Customer receives notice, including from Prospecta, that Content or a Non-Prospecta Application may no longer be used or must be removed, modified and/or disabled to avoid violating applicable law, third-party rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action, including deleting any Content Customer may have downloaded from the Services, in accordance with the above, or if in Prospecta's judgment continued violation is likely to reoccur, Prospecta may disable the applicable Content, Service and/or Non-Prospecta Application. If requested by Prospecta, Customer shall confirm deletion and discontinuance of use of such Content and/or Non-Prospecta Application in writing and Prospecta shall be authorized to provide a copy of such confirmation to any such third-party claimant or governmental authority, as applicable. In addition, if Prospecta is required by any third-party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, Prospecta may discontinue Customer's access to Content through the Services.

#### 4. NON-PROSPECTA PRODUCTS AND SERVICES

- 4.1 **Non-Prospecta Products and Services.** Prospecta or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-Prospecta Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any non-Prospecta provider, product or service is solely between Customer and the applicable non-Prospecta provider. Prospecta does not warrant or support Non-Prospecta Applications or other non-Prospecta products or services, whether or not they are designated by Prospecta as "certified" or otherwise, unless expressly provided otherwise in an Order Form. Prospecta is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-Prospecta Application or its provider;
- 4.2 **Integration with Non-Prospecta Applications.** The Services may contain features designed to interoperate with Non-Prospecta Applications. Prospecta cannot guarantee the continued availability of such Service features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Prospecta Application ceases to make the Non-Prospecta Application available for interoperation with the corresponding Service features in a manner acceptable to Prospecta.

#### 5. FEES AND PAYMENT

- 5.1 **Fees.** Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form:
- a) fees are based on Services and Content subscriptions purchased and not actual usage;
  - b) payment obligations are non-cancellable and fees paid are non-refundable; and
  - c) quantities purchased cannot be decreased during the relevant subscription term.
- 5.2 **Invoicing and Payment.** Customer will provide Prospecta with valid purchase order or alternative document reasonably acceptable to Prospecta. Prospecta shall invoice the customer in advance, annually in accordance with the relevant order form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to Prospecta and notifying Prospecta of any changes to such information;
- 5.3 **Overdue Charges.** If any invoiced amount is not received by Prospecta by the due date, then without limiting Prospecta's rights or remedies, (a) those charges may 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) Prospecta may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above;
- 5.4 **Suspension of Service and Acceleration.** If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, Prospecta 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;
- 5.5 **Payment Disputes.** Prospecta will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute;
- 5.6 **Taxes.** The 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 Prospecta has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Prospecta will invoice Customer and Customer will pay that amount unless Customer



provides Prospecta with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Prospecta is solely responsible for taxes assessable against it based on its income, property, and employees.

## 6. PROPRIETARY RIGHTS AND LICENSES

- 6.1 **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Prospecta, its Affiliates, its licensors, and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein;
- 6.2 **Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement, and the Documentation;
- 6.3 **License by Customer to Prospecta.** Customer grants Prospecta, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-Prospecta 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 Prospecta to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-Prospecta Application with a Service, Customer grants Prospecta permission to allow the Non-Prospecta Application and its provider to access Customer Data and information about Customer's usage of the Non-Prospecta Application as appropriate for the interoperation of that Non-Prospecta Application with the Service. Subject to the limited licenses granted herein, Prospecta acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-Prospecta Application, or such program code;
- 6.4 **License by Customer to Use Feedback.** Customer grants to Prospecta and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation of Prospecta's or its Affiliates' services;
- 6.5 **Federal Government End Use Provisions.** Prospecta provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

## 7. CONFIDENTIALITY

- 7.1 **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. Confidential Information of Customer includes Customer Data; Confidential Information of Prospecta includes the Services and Content, and the terms and conditions of this Agreement, any SoW, 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 does not include any information that:
- is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party;
  - was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party;
  - is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party; or
  - was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional Prospecta services.
- 7.2 **Protection of Confidential Information.** As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to:
- not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and
  - except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's, or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, Prospecta may disclose the terms of this Agreement and any applicable Order Form to a contractor or Non-Prospecta Application Provider to the extent necessary to perform Prospecta's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.
- 7.3 **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. 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 that Confidential Information.

## 8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 **Representations.** Each party represents that it has validly entered into this Agreement and has the legal power to do so;

8.2 **Prospecta Warranties.** Prospecta 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) Prospecta 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 “Integration with Non-Prospecta Applications” section above, Prospecta will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.

8.3 **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE, CONTENT AND BETA SERVICES ARE PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

## 9. MUTUAL INDEMNIFICATION

9.1 **Indemnification by Prospecta.** Prospecta will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party’s intellectual property rights (a “Claim Against Customer”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Prospecta in writing of, a Claim Against Customer, provided Customer:

- a) promptly gives Prospecta written notice of the Claim Against Customer;
- b) gives Prospecta sole control of the defense and settlement of the Claim Against Customer (except that Prospecta may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability); and
- c) gives Prospecta all reasonable assistance, at Prospecta’s expense. If Prospecta receives information about an infringement or misappropriation claim related to a Service, Prospecta may in its discretion and at no cost to Customer:
  - i. modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Prospecta’s warranties under “Prospecta Warranties” above;
  - ii. obtain a license for Customer’s continued use of that Service in accordance with this Agreement; or
  - iii. terminate Customer’s subscriptions for that Service upon 30 days’ written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by Prospecta, if the Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (IV) a Claim against Customer arises from Content, a Non-Prospecta Application or Customer’s breach of this Agreement, the Documentation or applicable Order Forms.

9.2 **Indemnification by Customer.** Customer will defend Prospecta and its Affiliates against any claim, demand, suit or proceeding made or brought against Prospecta by a third party (a) alleging that the combination of a Non-Prospecta Application or configuration provided by Customer and used with the Services, infringes or misappropriates such third party’s intellectual property rights, or (b) arising from (i) Customer’s use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form, (ii) any Customer Data or Customer’s use of Customer Data with the Services, or (iii) a Non-Prospecta Application provided by Customer (each a “Claim Against Prospecta”), and will indemnify Prospecta from any damages, legal fees and costs finally awarded against Prospecta as a result of, or for any amounts paid by Prospecta under a settlement approved by Customer in writing of, a Claim Against Prospecta, provided Prospecta (a) promptly gives Customer written notice of the Claim Against Prospecta, (b) gives Customer sole control of the defense and settlement of the Claim Against Prospecta (except that Customer may not settle any Claim Against Prospecta unless it unconditionally releases Prospecta of all liability), and (c) gives Customer all reasonable assistance, at Customer’s expense. The above defense and indemnification obligations do not apply if a Claim Against Prospecta arises from Prospecta’s breach of this Agreement, the Documentation, any SoW or applicable Order Forms;

9.3 **Exclusive Remedy.** This “Mutual Indemnification” section 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.

## 10. LIMITATION OF LIABILITY

10.1 **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;

10.2 **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.

## 11. TERM AND TERMINATION

- 11.1 **Term of Agreement.** This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated;
- 11.2 **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 one-year terms, unless either party gives the other written notice (email acceptable) at least 30 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 Prospecta'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 Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing;
- 11.3 **Termination for Cause.** A party may terminate this Agreement for cause:
- a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period; or
  - b) 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.
- 11.4 **Termination for Convenience.** Either Party may terminate this Agreement, Order Form(s) or any Statement of Work, for any reason or for no reason, by providing the other Party at least thirty (30) days' prior written notice;
- 11.5 **Refund or Payment upon Termination.** If this Agreement is terminated by Customer in accordance with the "Termination for cause" section above, Prospecta will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Prospecta in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to Prospecta for the period prior to the effective date of termination. Where the customer terminates the agreement in accordance with the "termination for convenience" section above the Customer shall not be entitled to any refund or relief from payment of any fees paid or payable under the Agreement, applicable Order Forms or Statement of Work;
- 11.6 **Surviving Provisions.** The sections titled "Free Services," "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-Prospecta Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as Prospecta retains possession of Customer Data.

## 12. GENERAL PROVISIONS

- 12.1 **Export Compliance.** The Services, Content, other Prospecta technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Prospecta and Customer each represents that it is not on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria, or Crimea) or in violation of any U.S. export law or regulation;
- 12.2 **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;
- 12.3 **Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between Prospecta 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) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation and (4) any applicable SoW. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement;
- 12.4 **Relationship of the Parties.** The parties 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;
- 12.5 **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement;
- 12.6 **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right;
- 12.7 **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect;
- 12.8 **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); 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 favour 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, Prospecta 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;

12.9 **Prospecta Contracting Entity, Notices, Governing Law, and Venue.** The Prospecta 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:

If Customer is domiciled in:	The Prospecta entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
The United States of America, Mexico or a Country in Central or South America or the Caribbean	Prospecta Software LLC	100 Horizon Center BLVD, 1 <sup>st</sup> & 2 <sup>nd</sup> Floor, Hamilton, New Jersey 08691	New Jersey, United states of America	New Jersey, United states of America
United Kingdom	Prospecta Software LLC	100 Horizon Center BLVD, 1 <sup>st</sup> & 2 <sup>nd</sup> Floor, Hamilton, New Jersey 08691	New Jersey, United states of America	New Jersey, United states of America
Australia or New Zealand	Prospecta Software Australia Pty Limited	Suite 1402, Level 14, Tower B, The Zenith, 821 Pacific Highway, Chatswood NSW 2067	New South Wales	New South Wales
India	Propecta Software Solutions Private Limited	Unit 206A, 2ND Floor, A Block Iris Tech Park, Sector-48 Sohna Road Gurugram	New Delhi, India	New Delhi, India
Singapore, Malaysia, or Indonesia	Prospecta Software Pte. Limited	3 Shenton Way, #10-05, Shenton House, Singapore	Singapore	Singapore
Canada	Prospecta Software Inc.	2106 - 30 Malta Ave Brampton ON L6Y 4S5	Ontario, Canada	Ontario, Canada

12.10 **Manner of Giving Notice.** Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. 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 designated by Customer;

12.11 **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;

12.12 **Publicity and Marketing:** You agree that:

- a) we may advertise or publicise the broad nature of our provision of the Services to you, including on our website or in our promotional material;
- b) we may ask you to mandatorily provide us feedback or participate in joint marketing initiatives;
- c) we may use Feedback in any manner which we see fit (including to develop new features) and no benefit will be due to you as a result of any use by us of any Feedback;

12.13 **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.

9.3 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.



## 10. LIMITATION OF LIABILITY FOR CUSTOMERS DOMICILED IN GERMANY

10.1 Unlimited Liability. The Parties shall be mutually liable without limitation (a) in the event of wilful misconduct or gross negligence, (b) within the scope of a guarantee taken over by the respective party, (c) in the event that a defect is maliciously concealed, (d) in case of an injury to life, body, or health, (e) according to the German Product Liability Law.

10.2 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.

10.3 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 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.

10.4 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.

12.14 Local Law Requirements: Italy. With respect to Customers domiciled in Italy, Section 5.2 "Invoicing and Payment", Section 5.3 "Overdue Charges", Section 5.4 "Suspension of Service and Acceleration", and Section 12.2 "Anti Corruption" of this Agreement are replaced with the following sections respectively:

### 5.2. Invoicing and Payment

5.2.1 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 30 days from the invoice date. The parties acknowledge that invoices are also be submitted electronically by Prospecta 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 Prospecta and shall notify Prospecta of any changes to such information.

5.2.2 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 Prospecta 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) Prospecta 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 Prospecta 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. Prospecta reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.

5.2.3 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 Prospecta the applicability of such regime and, if applicable, Customer shall provide proof of such VAT payment to Prospecta and, if applicable, Customer shall provide proof of such VAT payment to Prospecta.

5.3 Overdue Charges. Subject to the "Payment Disputes" section below, if any invoiced amount is not received by Prospecta by the due date, then without limiting Prospecta'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) Prospecta may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

5.4. 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 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized Prospecta to charge to Customer's credit card), Prospecta 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, Prospecta will give Customer at least 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.

### 12.2 Anti-Corruption.

12.2.1 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.

12.2.2 Code of Conduct and Organization, Management and Control Model. Customer acknowledges that Prospecta 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 and in the Prospecta Code of Conduct which is available upon request. Customer also acknowledges and agrees that the violation of the principles and the provisions contained in Legislative Decree 231/2001 and in the Prospecta Code of Conduct by Customer may entitle Prospecta, based on the severity of the violation, to terminate this Agreement for cause as set out in Section 11.3(i) above.

**Local Law Requirements: 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.