

## TERMS OF SERVICES

These Terms of Service (“Terms”) constitute a legal agreement between the person or organization agreeing to these Terms (“Customer”) and Aldrich Web Solutions, a business unit of Cordance Operations LLC, a Delaware limited liability company (the “Company“). By signing an Order, accepting these Terms, or using the Services, you represent that you have the authority to bind the Customer to the Order, these Terms, and any applicable schedules, exhibits, or appendices incorporated or referenced herein (collectively, the “Agreement”). Pre-printed terms of either party’s purchase orders, acknowledgements, or click-through terms do not apply or modify this Agreement, and such other or additional terms or conditions are void and of no effect.

### 1. DEFINITIONS

- 1.1. “Agreement” means the terms and conditions set forth in these Terms of Services, the Order(s), and all referenced schedules, exhibits, product-specific exhibits or appendices.
- 1.2. “Customer Content” means website content, cart data, User information, and other content, including text, multimedia images (e.g., graphics and audio and video files), or other material submitted, uploaded, imported, or otherwise provided to or through the Services by Customer or by a third party on behalf of or for the benefit of Customer, including users of the Services and information such as is available via the admin portal.
- 1.3. “Documentation” means Company’s then-current generally available documentation, specifications, and user manuals for the Products, as well as any documentation included in or attached to this Agreement or an Order.
- 1.4. “Order” means a written description of Services, Professional Service or Software and the applicable pricing as mutually agreed to by the parties in an order form, quote, statement of work or similar document.
- 1.5. “Products” means Company’s Services, Professional Services and Software.
- 1.6. “Professional Services” means services provided by Company’s staff or subcontractors on behalf of Company pursuant to a mutually agreed Statement of Work (“SOW”).
- 1.7. “Services” means Company’s proprietary, hosted, integrated software-as-a-service products listed on Customer’s Order(s).
- 1.8. “Software” means the software application(s) provided to Customer by Company, in object code form,

to install and run on Customer's computer(s).

1.9. "User(s)" means an individual website user who is an end user (customer) of the Customer or its Affiliates, or any website visitor that visits the website of the Customer.

1.10. "Website Administrator" means an individual employee of Customer who has been authorized by Customer to manage the website in some capacity including but not limited to managing the site configuration settings, website content, website users, etc. on behalf of Customer.

## 2. ACCESS AND USE OF THE SERVICES.

2.1. Provision of the Services. Company will make its Services available to Customer pursuant to the terms of the Agreement and the Documentation. Company will use commercially reasonable efforts to make the Services available 24x7. Customer acknowledges that Customer's use of the Services requires access to Customer's ERP solution, third-party hardware, software, internet and/or telecommunications access (which may involve extra charges), and that Customer's ability to access and use the Services may be affected by Customer's ERP, Customer's choices, and the performance of these products and services.

2.2. Implementation. Upon execution of this Agreement, Company will provide the implementation and the training services described in the Statement of Work.

2.3. Changes to Services. Company reserves the right to enhance, upgrade, improve, modify or discontinue features of its Services as Company deems appropriate and in its sole discretion. Company will not materially reduce the core functionality or discontinue any Services unless Company provides Customer with prior written notice. If Company discontinues Services or materially reduce the core functionality, Customer may terminate the affected Services or this Agreement with 60 days prior written notice to Company. Company may offer additional functionality to its standard Services or premium feature improvements for an additional cost.

2.4. Customer's Registration for the Services. Customer's Users may be required to provide information about themselves to register for and/or use certain Services. Customer agrees that it is Customer's sole responsibility to verify the accuracy of this information. Customer's Users may also be asked to choose a username and password. Customer is entirely responsible for maintaining the security of those usernames and passwords.

2.5. Customer's Use of the Services. Company grants Customer a limited, non-exclusive right to use the Services and Documentation only for Customer's internal business purposes, subject to the terms of this Agreement.

2.6. Limitations on Customer's Use. By using the Services, Customer agrees on behalf of itself, Customer's Affiliates and Users, not to (i) modify, prepare derivative works of, or reverse engineer the Services; (ii)

access or use the Services or Documentation for any purpose competitive with Company; (iii) use the Services in a way that abuses or disrupts Company's networks, user accounts, or the Services; (iv) transmit through the Services any harassing, indecent, obscene, or unlawful material; (v) market or resell the Services to any third party; (vi) use the Services in violation of applicable laws or regulations; (vii) use the Services to send unauthorized advertising, or spam; (viii) harvest, collect, or gather user data without their consent; (ix) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (x) use the Services to commit fraud or impersonate any person or entity. Customer understands and acknowledges that Company does not monitor the content passing through its servers, and that it is Customer's sole responsibility to ensure that the information it and its users transmit and receive complies with all applicable laws and regulations and does not infringe upon the rights of any third party. Customer will be solely responsible for the Customer Content. In no event will Company be responsible for Customer Content or its accuracy or completeness, or for any loss of Customer Content. Company reserves the right to terminate services if Company, at its sole discretion, determines that the Customer has acted or is acting in a manner that has or may negatively reflect on the Company, is opposed to the Company's business interests, staff, customers, or prospective customers.

2.7. Responsibility for Users. Customer is responsible for the activities of all Website Administrators who access or use the Services through Customer's account, and Customer agrees to ensure that any such Website Administrators will comply with the terms of this Agreement. Customer agrees to provide Company prompt notice if Customer becomes aware of any violation of this Agreement in connection with use of the Services by any person.

2.8. Support Services. Company will provide standard customer support for the Services to two named Website Administrators. Company's standard support hours are 9:00am to 5:00pm, Central Time, Monday to Friday, excluding national holidays.

### 3. ORDERS, FEES AND PAYMENT.

3.1. Order(s). Customer's order for Products is detailed in an executed Order. Customer may order additional Products using Company's then-current ordering processes. All Orders are effective and the Term of the Order begins: (i) for the initial Order on Exhibit A, the Effective Date of this Agreement, and (ii) for subsequent Orders, the date that the Order is signed by both parties ("Order Effective Date"). Each Order (a) will be treated as separate and independent Order; (b) forms part of the Agreement; and (c) may be subject to verification and credit approval process. Customer may order Professional Services under this Agreement by executing a mutually agreed SOW.

3.2. Fees and Payment. Customer agrees to pay all applicable, undisputed fees for the Products on the terms set forth in the applicable Order, this Agreement, or the invoice. Unless otherwise specified in the Order or invoice, Customer agrees to pay all undisputed fees set forth in an invoice within 30 days of the date thereof. Except as otherwise expressly stated in the Agreement, any payments Customer

makes to Company for the Products are final and non-refundable. Customer is responsible for all fees and charges imposed by third parties such as providers of hardware, software, internet, voice and/or data transmission, related to Customer's access and use of the Products. Customer is responsible for providing accurate and current billing, contact and payment information to Company. Customer agrees that Company may charge Customer's payment card or bill Customer for all amounts due for Customer's use of the Products, and Company may take steps to update Customer's payment card information (where permitted) to ensure payment can be processed. Company may suspend or terminate Customer's use of the Products if at any time Company determines that Customer's payment information is inaccurate or not current, and Customer is responsible for fees and overdraft charges that Company may incur when Company charges Customer's card for payment. Company reserves the right to increase the fees annually. Company will give Customer notice of any price increase at least 60 days in advance of such increase. All references to currency will be in US dollars (\$USD).

3.3. Taxes and Withholdings. Customer is responsible for all applicable sales, services, value-added, goods and services, withholding, tariffs, or any other similar taxes or fees (collectively, "Taxes and Fees") imposed by any government entity or collecting agency arising out of Customer's purchase of the Products, except those taxes and fees based on Company's net income, or Taxes and Fees for which Customer has provided an exemption certificate. In all cases, Customer will pay the amounts due under this Agreement to Company in full without any right of set-off or deduction.

3.4. Disputes; Delinquent Accounts. Customer must notify Company of any fee dispute within 15 days of the invoice date, and once resolved, Customer agrees to pay those fees within 15 days of such dispute notice. Company may, upon 10 days' notice to Customer, suspend the Services if Customer does not pay undisputed fees by their due date, and Customer agrees to reimburse Company for all reasonable costs and expenses, including overdraft charges, collection costs and attorneys' fees, incurred in collecting delinquent amounts. Customer further agrees that Company may collect interest at the lesser of 1.5% per month or the highest amount permitted by law on any amounts not paid when due.

#### 4. TERM AND TERMINATION.

4.1. Term. This Agreement will commence on the Effective Date and continue until the latest expiration date for any Order. The initial term commitment for Customer's purchase of Services will be defined on the Order ("Initial Term"). If the Initial Term for Services is not defined on an Order, the Initial Term of the Order will be 12 months. After the Initial Term, the Term of the Order will automatically renew for additional periods of 12 months each ("Renewal Terms"), unless either party provides notice of non-renewal at least 30 days before the then-current term expires. Terminating use of a specific Service does not affect the term of any other Service still in effect and these terms and conditions will continue to apply to those Services. The term for Customer's commitment to purchase Software or Professional Services will be defined on the applicable Order.

4.2. Termination for Cause. Either party may terminate the Agreement (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice of such breach by the other party, or (ii) where permitted by applicable law, if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business.

4.3. Effect of Termination. If the Agreement or any Services are terminated, Customer will immediately discontinue all use of the terminated Services, except that Company will provide Customer with limited access to the Services for a period of at least 30 days solely to enable Customer to retrieve its Customer Content from the Services. Unless otherwise agreed in writing, Company has no obligation to maintain the Customer Content after this 30-day period. If Company discontinues Services or materially reduce the core functionality in accordance with Section 2.3 above, and Customer elects to terminate the affected Services or this Agreement, Company will provide Customer with a pro rata refund of any prepaid, unused fees. Termination of the Agreement will not affect any claim arising prior to the termination date.

4.4. Survival. The terms of this Agreement will survive the termination or expiration of this Agreement to the extent reasonably necessary to carry out the intent of the parties as indicated therein.

## 5. PROPRIETARY RIGHTS.

5.1. Company's Proprietary Rights and Marks. Customer acknowledges that Company or its licensors retain all proprietary right, title and interest in the Products, all Documentation Company name, logo, or other marks (together, the "Marks"), and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. Except for the express limited rights set forth in this Agreement, no right, title or interest in Company's Products, Documentation, or Marks is granted to Customer. Customer agrees that Customer will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part Company's Marks or is similar to any of these.

5.2. Customer Content. Customer retains all rights to its Customer Content and is solely responsible for the Customer Content sent or transmitted by Customer or displayed or uploaded by Customer in using the Services and for compliance with all laws pertaining to the Customer Content, including, but not limited to, laws requiring Customer to obtain the consent of a third party to use the Customer Content and to provide appropriate notices of third-party rights. Customer hereby grants Company a worldwide, royalty-free, non-exclusive license to use, modify, reproduce, and distribute Customer Content in order to provide and operate the Services. Company will not view, access, or process any of Customer Content, except: (x) as authorized or instructed by Customer or Customer's Users in this Agreement or in any other agreement between the parties, or (y) as required to comply with Company policies, applicable law, or governmental request, or (z) as may be necessary for the support and performance of the Services.

5.3. Feedback. Customer hereby grants Company a fully paid-up, royalty-free, worldwide, transferable, sub-

licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Products or otherwise use any suggestions, enhancement requests, recommendations or other feedback Company receives from Customer, Customer's Affiliates and Users ("Feedback"). Company also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or initiated by Customer's Feedback.

5.4. Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Company may collect and compile data and information related to Customer's use of the Services to be used by Company in an aggregated and anonymized manner, including, but not limited to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). All right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer agrees that Company may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, provided that such Aggregated Statistics do not identify Customer or Customer Content.

5.5. Publicity. Customer agrees that Company may use Customer's name and logo and refer to Customer in its promotional or marketing materials and its website, lists and business presentations.

## 6. DATA PRIVACY AND SECURITY.

6.1. Security Safeguards. Each party will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Content and any associated personal data that is collected and/or processed through the Services. On Company's part, those safeguards will include commercially reasonable measures designed to prevent unauthorized access, use, modification, deletion, and disclosure of Customer Content. Customer (not Company) has sole responsibility for adequate security, protection, and backup of Customer Content when in Customer's or its representatives' or agents' possession or control.

6.2. Sub-processors. Customer acknowledges and agrees that Company may use sub-processors to help provide the Service, who may access Customer Content and any associated personal data, to provide, secure and improve the Services. Before sharing Customer Content with any sub-processors, Company will require that the sub-processor maintains, at a minimum, commercially reasonable data practices for maintaining the confidentiality and security of Customer Content and preventing unauthorized access. Company will be responsible for the acts and omissions of its sub-processors to the same extent that Company would be responsible if Company were performing the Services.

6.3. Data Protection Laws. To the extent that Company's provision of the Services involves the processing of Personal Data under applicable data protection law, the parties agree that Customer will be deemed to be the Data Controller, and Company will be deemed to be the Data Processor, as those terms are understood under the applicable data protection law. For the purposes of this Agreement, the term

“Personal Data” means any information relating to an identified or identifiable natural person where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

6.4. State Privacy Laws. To the extent that Customer Content contains “personal information” that is subject to the California Consumer Privacy Act of 2018, its implementing regulations, and any amendments thereto (collectively, the “CCPA”), or any other substantially similar state privacy laws, Company agrees that it will comply with all such laws and process such personal information as a service provider (as defined under the CCPA) and will not (a) retain, use or disclose personal information for any purpose other than the purposes set out in this Agreement and/or as permitted by the CCPA; or (b) “sell” (as defined and understood within the requirements of the CCPA) personal information.

## 7. CONFIDENTIALITY.

7.1. “Confidential Information” will mean all information that is identified as confidential at the time of disclosure by the Disclosing Party or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure. Customer Content will be deemed Confidential Information of Customer without any marking or further designation. Company’s Services, Software, Documentation and any related intellectual property rights, and the terms and conditions of this Agreement will be deemed Confidential Information of Company without any marking or further designation. Confidential Information will not include information that the Receiving Party can demonstrate: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information.

7.2. Each party (as “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 (i) not use any Confidential Information of the other party (the “Disclosing Party”) for any purpose outside the scope of this Agreement, and (ii) 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. If Receiving Party is required by law or court order to disclose Confidential Information, then Receiving Party will, to the extent legally permitted, provide Disclosing Party with advance written notification, and cooperate in any effort to obtain confidential treatment of the Confidential Information. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which



damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

## 8. WARRANTIES.

- 8.1. Company provides the Services using a commercially reasonable level of care and warrant that the Services and other Products will materially conform to their Documentation under normal use. Company's entire liability and Customer's exclusive remedy under this warranty will be, at Company's sole option and subject to applicable law: (i) for Services or Professional Services, to provide conforming Services or Professional Services, or to terminate the non-conforming Services or Professional Services, and provide a pro-rated refund of any prepaid fees from the date Customer notifies Company of the non-conformance through the end of the remaining term of the applicable Order; and (b) for Software, to cure the non-conformance, replace the non-conforming Software with conforming Software, or terminate Customer's license to the Software and provide a pro-rated refund of any prepaid fees from the date Customer notifies Company of the non-conformance through the end of the remaining term of the applicable Order, or based on a seven year depreciation basis for perpetual licenses. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT REPRESENT OR WARRANT THAT (i) THE USE OF ITS PRODUCTS WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) ITS PRODUCTS WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS.
- 8.2. Use of the Services by Website Administrators and/or Users may be available through a compatible mobile device, internet access, and may require third party software. Customer agrees that Customer is solely responsible for these requirements, including any applicable changes, updates and fees, as well as the terms of Customer's agreement with Customer's mobile device and telecommunications provider. COMPANY MAKES NO WARRANTIES OR REPRESENTATION OF ANY KIND, EXPRESS, STATUORY OR IMPLIED AS TO (I) THE AVAILABILITY OF INTERNET OR TELECOMMUNICATION SERVICES FROM CUSTOMER'S PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION, (II) ANY LOSS, DAMAGE OR OTHER SECURITY INTRUSION OF THE INTERNET OR TELECOMMUNICATION SERVICES, AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTING CONNECTED WITH THE SERVICES. THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. COMPANY IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.



8.3. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD IT LIABLE, FOR THE CONDUCT OF THIRD PARTIES, INCLUDING PROVIDERS OF THE THIRD-PARTY SERVICES, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTY SERVICES RESTS ENTIRELY WITH CUSTOMER.

8.4. No Liability in Connection with Data Accessed Through the Services. Company will not have any liability for damages or issues resulting from the data or other information accessed by Customer or Users through the Services, including any damage to User's computer systems or loss or corruption of data caused by computer viruses contained in such accessed data or information.

## 9. INDEMNIFICATION.

9.1. Company Indemnity. Company will indemnify and defend Customer against any third-party claim alleging that any of the Product infringes upon any patent or copyright, or violates a trade secret of any such third-party ("IP Claim"), and Company agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. Customer will promptly notify Company of any claim and cooperate with Company in defending the claim. Company will reimburse Customer for reasonable expenses incurred in providing any cooperation or assistance. Company will have full control and authority over the defense and settlement of any claim, except that any settlement requiring Customer to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Customer may join in the defense with its own counsel at its own expense.

9.1.1. If (i) Company becomes aware of an actual or potential IP Claim, or (ii) Customer provides Company with notice of an actual or potential IP Claim, Company may (or in the case of an injunction against Customer, will), at Company's sole option and determination: (a) procure for Customer the right to continue to use the Product; or (b) replace or modify the Product with equivalent or better functionality so that Customer's use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the Product and refund to Customer any pre-paid fees for any periods after the termination of Customer's use of the Product, less any outstanding moneys owed by Customer to Company.

9.1.2. The obligations in Section 9.1 do not extend to (i) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Product with other products, software or services not provided by Company; (ii) any IP Claim related to any Customer Content, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Product outside the scope of the rights granted in this Agreement.

9.2. Customer's Indemnity. Unless prohibited by applicable law, Customer will indemnify and defend Company against any third-party claim resulting from a breach of Sections 2.6 or 5.2 or alleging that any of the Customer Content infringes upon any patent or copyright, or violates a trade secret of any

party, and Customer agrees to pay reasonable attorney's fees, court costs, damages finally awarded, or reasonable settlement costs with respect to any such claim. Company will promptly notify Customer of any claim and cooperate with Customer in defending the claim. Customer will reimburse Company for reasonable expenses incurred in providing any cooperation or assistance. Customer will have full control and authority over the defense and settlement of any claim, except that: (i) any settlement requiring Company to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (ii) Company may join in the defense with its own counsel at its own expense.

#### 10. LIMITATION ON LIABILITY.

10.1. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR INCIDENTAL LOSS, OR DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) CUSTOMER'S LOST PROFITS, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.

10.2. EXCEPT FOR COMPANY'S INDEMNITY OBLIGATIONS FOR AN IP CLAIM, COMPANY'S ENTIRE LIABILITY TO CUSTOMER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION OR THEORY OF LIABILITY (INCLUDING CONTRACT, TORT, OR WARRANTY), WILL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER TO COMPANY DURING THE PRIOR 12 MONTHS UNDER THE APPLICABLE ORDER.

11. COMPLIANCE WITH LAWS. In connection with the performance, access and use of the Products under the Agreement, each party agrees to comply with all applicable laws, rules and regulations including, but not limited to export, privacy, data protection and anti-bribery laws and regulations. Each party represents that it is not named on any U.S. government denied-party list. Further, Customer will not permit its users to access or use any Product or Content Product in a U.S. embargoed country or in violation of any U.S. export law or regulation. If necessary and in accordance with applicable law, Company will cooperate with local, state, federal and international government authorities with respect to the Products. If access to or use of the Products or the Documentation are acquired by or on behalf of a unit or agency of the United States government, the government agrees that such Product or Documentation is "commercial computer software" or "commercial computer software documentation" and that, absent a written agreement to the contrary, the government's rights with respect to such Product or Documentation are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable. Notwithstanding any other provision in these terms, Company may immediately terminate the Agreement for noncompliance with applicable laws.

12. SUSPENSION OF SERVICES. Company reserves the right to suspend the Services or restrict access or functionalities if (a) Company reasonably believes that Customer, Customer's Affiliates or Users have materially violated this Agreement, or (b) Company reasonably determines that the security of our Services or infrastructure may be compromised due to hacking attempts, denial of service attacks, or other malicious activities. Unless legally prohibited, Company will use commercially reasonable efforts to notify Customer when taking any of the foregoing actions. Company will not be liable to Customer, Customer's Affiliates or Users or any other third party for any such suspension of Services or reduced functionality. Any suspected fraudulent, abusive, or illegal activity by Customer, Customer's Affiliates or Users, may be referred to law enforcement authorities at our sole discretion.

13. ADDITIONAL TERMS.

13.1. Dispute Resolution. Each party agrees that before it seeks any form of legal relief (except for a provisional remedy as explicitly set forth below) it will provide written notice to the other party of the specific issue(s) in dispute (and reference the relevant provisions of the contract between the parties which are allegedly being breached). Within 30 days after such notice, knowledgeable executives of the parties will hold at least one meeting (in person or by video- or tele-conference) for the purpose of attempting in good faith, to resolve the dispute. The parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation, or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise required by law or judicial decision. The dispute resolution procedures in this Section will not apply to claims subject to indemnification under Section 9 (Indemnification) or prior to a party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, trade secrets or Confidential Information.

13.2. Limitation on Bringing Claims; No Jury. By entering into this Agreement, each party is waiving the right to a jury. Any claim arising out of this Agreement must be brought, if at all, within two years of the claim arising. Customer may only resolve disputes with Company on an individual basis and Customer agrees not to bring or participate in any class, consolidated, or representative action against Company or any of its employees or affiliates.

13.3. Governing Law and Jurisdiction. This Agreement will be governed by the laws of the State of Delaware. Each party agrees to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Delaware.

13.4. No Class Actions. Customer may only resolve disputes with Company on an individual basis and Customer agrees not to bring or participate in any class, consolidated, or representative action against Company or any of its employees or affiliates.

13.5. Assignment. Neither party may assign its rights or delegate its duties under the Agreement either in whole or in part without the other party's prior written consent, which will not be unreasonably withheld, except that either party may assign the Agreement to an affiliated entity, or as part of a

corporate reorganization, consolidation, merger, acquisition, or sale of all or substantially all of its business or assets to which this Agreement relates without prior written consent. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.

- 13.6. Notices. Notices must be sent by personal delivery, overnight courier, or registered or certified mail. may also provide notice to the email last designated on Customer's account, electronically via postings on Company's website, in-product notices, or via its self-service portal or administrative center. Unless specified elsewhere in this Agreement, notices should be sent to Company at 16 W. Martin Street, Raleigh, NC 27601, Attn: Contract Admin, with a copy to the attention of the Revenue Department at the same address; e-mail: revenue@cordance.co, and for notice related to legal matters, to Legal@Cordance.co. Company will send notices to the address last designated on Customer's account. Notice is given (a) upon personal delivery; (b) for overnight courier, on the second business day after notice is sent, (c) for registered or certified mail, on the fifth business day after notice is sent, (d) for email, when the email is sent, or (e) if posted electronically, upon posting.
- 13.7. Entire Agreement; Order of Precedence. This Agreement, including any applicable Order, schedules, exhibits, and appendices, and any mutually signed SOW set forth the entire agreement between Customer and Company relating to the Services and/or Professional Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between any of the above referenced documents, the conflict will be resolved in that order. No modification of or amendment to this Agreement will be effective unless mutually agreed in writing.
- 13.8. General Terms. If any term of this Agreement is not enforceable, this will not affect any other terms. Both parties are independent contractors and nothing in this Agreement creates a partnership, agency, fiduciary or employment relationship between the parties. No person or entity not a party to the Agreement will be a third-party beneficiary or have the right to modify the Agreement or to make commitments binding on Company. Failure to enforce any right under the Agreement will not waive that right. Unless otherwise specified, remedies are cumulative. The Agreement may be agreed to online or executed by electronic signature and in one or more counterparts. No party will be responsible for any delay or failure to perform under the Agreement due to force majeure events (e.g., natural disasters; epidemics, pandemics, terrorist activities, activities of third-party service providers, labor disputes; and acts of government) and acts beyond a party's reasonable control, but only for so long as those conditions persist.
- 13.9. Beta Services. Company may offer Customer access to beta services that are being provided prior to general release ("Beta Services"). Customer understands and agrees that the Beta Services may contain bugs, errors and other defects, and use of the Beta Services is at Customer's sole risk. Customer acknowledges that Customer's use of Beta Services is on a voluntary and optional basis, and Company has no obligation to provide technical support and may discontinue provision of Beta

Services at any time in its sole discretion and without prior notice to Customer. These Beta Services are offered “AS-IS”, and to the extent permitted by applicable law, Company disclaims any liability, warranties, indemnities, and conditions, whether express, implied, statutory or otherwise. If Customer is using Beta Services, Customer agrees to receive related correspondence and updates from Company and acknowledges that opting out may result in cancellation of Customer's access to the Beta Services. If Customer provides Feedback about the Beta Service, Customer agrees that Company own any Feedback that Customer shares with Company. For the Beta Services only, this Section supersedes any conflicting terms and conditions in the Agreement, but only to the extent necessary to resolve conflict. When, if at all, Company releases a Beta Service for general availability, it is no longer a “Beta Service” and is treated as a part of Services for all purposes under this Agreement (including the payment of applicable additional Fees).

Last Update: 2024-06-25