

ITHOS GLOBAL

TERMS OF SERVICES

These Terms of Service (“Terms”) constitute a legal agreement between the person or organization agreeing to these Terms (“Customer”) and Ithos Global, a business unit of Cordance Operations LLC, 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.

1. DEFINITIONS.

- 1.1. “Affiliate” of a party means an entity which, directly or indirectly is controlled by, controls or is under common control with that party where “control” of the party or other entity is the possession of the power to direct or cause the direction of the management and policies of the party or other entity, whether by voting, contract or otherwise.
- 1.2. “Agreement” means these terms and conditions including all referenced Exhibits or Annexes hereto, and Orders as mutually executed by the parties, and any amendments to the foregoing executed by authorized representatives of the parties. In the event of a conflict between other provisions of these Terms and an Order, the provisions of the Order will govern and control, but only with respect to the Services provided under that Order. No provisions of either party’s pre-printed purchase orders, acknowledgements, or click-through terms may modify these Terms, and such other or additional terms or conditions are void and of no effect.
- 1.3. “Content Products” means all defined data products (such as Ithos Data Systems and the Compliance Engine, and any other data products) as detailed in Schedule A or otherwise on the Ithos Global website. The definition of Content Products also includes updates to the Content Products and all data and documents stored therein.
- 1.4. “Customer Content” means content, data, and information, including text, graphics, videos, 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 Customer’s customers, prospective customers and users of the Services.
- 1.5. “Data Processing Addendum” means the terms and conditions which apply to Company’s processing of personal data on behalf of Customer as set out [HERE](#).
- 1.6. “Documentation” means Company’s then-current generally available documentation, specifications, and user manuals for the Services which can be located at <https://ithosglobal.com/documentation/> or such other URL as Company may provide from time to time, as well as any documentation included in or attached to any Order Form or such other Services-related documents provided by Company to Customer.

1.7. "Overages" means when any use limit is exceeded during the subscription term of an Order Form.

1.8. "User" means an individual employee, consultant, contractor, or agent of Customer who has been authorized by Customer to use the Services on behalf of Customer and/or its Affiliates.

2. ACCESS AND USE OF THE SERVICES.

2.1. Provision of the Services. Company will make its software-as-a-service offerings and Content Products as described in Schedule A ("Services") available to Customer pursuant to the terms of these Terms and the Documentation. Company will use commercially reasonable efforts to make the Services available 24x7. Customer acknowledges that its use of the Services requires 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 its choices and the performance of these products and services.

2.2. Changes to Services. Company reserves the right to enhance, upgrade, improve, modify or discontinue features of Company's Services as it deems appropriate and in its discretion. Company will not materially reduce the core functionality or discontinue any Services unless Company provides Customer with prior written notice. Company may offer additional functionality to Company's standard Services or premium feature improvements for an additional cost. Customer agrees to use commercially reasonable efforts to utilize Company's most current version/release of the Services.

2.3. 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 any such information will be accurate. Customer's Users may also be asked to choose a username and password. Customer is entirely responsible for maintaining the security of Customer's username and password and agree not to disclose such to any third party.

2.4. Use of the Services. Customer agrees to use the Services in accordance with the use levels by which Company measures, prices and offers Company's Services as posted on Company's websites, Customer's Order, or in the Documentation ("Use Levels"). Company grants Customer a limited right to use Company's Services only for business and professional purposes. Customer's Affiliates, third party agents, contractors or service providers may use the Services as Users under Customer's account, provided that Customer will take full responsibility for such third parties' compliance with these Terms. If Customer submits an Order on behalf of Customer's Affiliate, Customer warrants that it has the authority to bind that Affiliate and Customer will be liable if its Affiliate does not comply with these Terms. In addition, Customer's Affiliates may submit their own Orders as mutually agreed with Company, and this creates a separate agreement between the Affiliate and Company that incorporates these Terms and treats the Affiliate as the Customer.

2.5. Limitations on Customer's Use. By using Company's Services, Customer agrees on behalf of itself, its Affiliates and Users, not to (i) modify, prepare derivative works of, or reverse engineer, Company's Services; (ii) knowingly or negligently use Company's Services in a way that abuses or disrupts

Company's networks, user accounts, or the Services; (iii) transmit through the Services any harassing, indecent, obscene, or unlawful material; (iv) market, or resell the Services to any third party; (v) use the Services in violation of applicable laws, or regulations; (vi) use the Services to send unauthorized advertising, or spam; (vii) harvest, collect, or gather user data without their consent; (viii) transmit through the Services any material that may infringe the intellectual property, privacy, or other rights of third parties; or (ix) use the Services to commit fraud or impersonate any person or entity.

2.6. Responsibility for Users. Customer is responsible for the activities of all Users who access or use the Services through Customer's account and agrees to ensure that any such Users will comply with these Terms. If Customer becomes aware of any violation of these Terms in connection with use of the Services by any person, please contact Company.

2.7. Professional Services. Company will, upon execution of a mutually agreed Statement of Work ("SOW") provide professional services as set forth in Exhibit A.

3. ORDERS, FEES AND PAYMENT.

3.1. Orders. Customer's order for Services is detailed in an executed Order, quote, Schedule A, statement of work or similar document (each, an "Order"). Customer may order Services using Company's then-current ordering processes. All Orders are effective on the earlier of (i) the date Customer submits its Order, or (ii) the date on the signature block of the Order ("Effective Date"). Acceptance of Customer's Order may be subject to Company's verification and credit approval process. Each Order will be treated as a separate and independent Order.

3.2. Fees and Payment. Customer agrees to pay all applicable, undisputed fees for the Services and Overages on the terms set forth in an Order Form, these Terms, a SOW or Customer's 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 set forth in Sections 4.3 and 8 below, any payments Customer makes to Company for access to the Services are final and non-refundable. Customer is responsible for all fees and charges imposed by third parties such as hardware, software, internet, voice and/or data transmission providers related to Customer's access and use of the Services. Customer is responsible for providing accurate and current billing, contact and payment information to Company. Company may suspend or terminate Customer's Services if at any time Company determines that Customer's payment information is inaccurate or not current. Company reserves the right to update the price for Services annually after the Initial Term. Company will give Customer notice of any price increase at least 30 days in advance of such increase.

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 based on the Services, except those based on Company's net income, or for which Customer has provided an exemption certificate. In all cases, Customer will pay the amounts due under these Terms 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. Company may, on 10 days' notice to Customer, suspend Customer's 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. The initial term commitment for Customer's purchase of Services will be as specified on an Order ("Initial Term") and begins on the Effective Date. If the Order is silent, the Initial Term will be 36 months. After the Initial Term, the Services will automatically renew for additional 12-month periods ("Renewal Terms"), unless either party provides notice of non-renewal at least 30 days before the current term expires. Company may agree to align the invoicing under multiple Orders, but this will not reduce the term of any Order. Terminating specific Services does not affect the term of any other Services still in effect.

4.2. Termination for Cause. Either party may terminate these Terms (i) if the other party breaches its material obligations and fails to cure within 30 days of receipt of written notice, 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. In addition, Company may suspend access or terminate immediately if Company believes the Services are being used by Customer or its Users in violation of applicable law or Sections 2.5 or 5.2 of these Terms.

4.3. Effect of Termination. If these Terms 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. Upon Customer's request made before the end of such 30-day period, Company will securely destroy Customer Content. Company has no obligation to maintain Customer Content after such 30-day period. Termination will not affect any claim arising prior to the termination date. If Company discontinues Services or materially reduces the core functionality in accordance with Section 2.2 above, and Customer elects to terminate the applicable Order, Company will provide Customer with a pro rata refund of any prepaid, unused fees. Notwithstanding anything to the contrary herein, these Terms will continue to apply to any Order that is still in effect.

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

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 Services, all Documentation, all Content Products,

Company's 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 these Terms, no right, title or interest in Company's Services, Documentation, Content Products 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 to Customer. Company will not view, access or process any of Customer Content, except: (a) as authorized or instructed by Customer or its Users in these Terms or in any other agreement between the parties, (b) as required to comply with Company's policies, applicable law, or governmental request, or (c) to provide Company's Services and Content Products to other customers to the extent that such Customer Content constitutes generic product or ingredient data that does not identify Customer and is not marked as confidential.
- 5.3. Feedback. Customer agrees that Company will have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, assignable, irrevocable, and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback Company receives from Customer, its 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 that were initiated by Customer's Feedback.
- 5.4. Aggregated Statistics. Notwithstanding anything to the contrary in this TOS, 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 to compile statistical and performance information related to the provision and operation of the Services ("Aggregated Statistics"). As between Company and Customer, 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 its Customer Content.
- 5.5. Publicity. Customer agrees that Company may use Customer's name and refer to Customer in its promotional or marketing materials and its website, lists and business presentations.

6. 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 measures designed to prevent unauthorized access, use, modification, deletion and disclosure of Customer Content. Customer (not Company) bears 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 Services, 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 the terms of the Data Processing Addendum apply to the processing of personal data by Company on behalf of the Customer. 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.

7. CONFIDENTIALITY.

- 7.1. "Confidential Information" means 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. All Customer Content will be deemed Confidential Information of Customer without any marking or further designation except as set forth in Section 5.2(c). All Company technology, Documentation, Content Products and the terms and conditions of this TOS 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 TOS, 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 TOS 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 its Services using a commercially reasonable level of care and warrant that the Services will materially conform to the 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, to provide conforming Services, or to terminate the non-conforming 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. 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 COMPANY'S SERVICES WILL BE TIMELY, UNINTERRUPTED OR ERROR FREE, OR OPERATE IN COMBINATION WITH ANY SPECIFIC HARDWARE, SOFTWARE, SYSTEM OR DATA, OR (ii) COMPANY'S SERVICES WILL MEET CUSTOMER'S SPECIFIC REQUIREMENTS.

8.2. THE DATA PROVIDED THROUGH THE CONTENT PRODUCTS HAS BEEN OBTAINED FROM SELECTED GOVERNMENT SOURCES, THIRD PARTY VENDORS AND OTHER RESOURCES THAT COMPANY BELIEVES TO BE DEPENDABLE, AND COMPANY HAS OTHERWISE USED COMMERCIALY REASONABLE EFFORTS TO PROVIDE FOR THE ACCURACY AND COMPLETENESS OF SUCH DATA AS OF THE DATE OF DELIVERY. HOWEVER, THE NATURE AND VOLUME OF SUCH DATA ARE SUCH THAT (I) OCCASIONAL ERRORS OF FACT, OMISSION AND JUDGMENT CANNOT BE COMPLETELY EXCLUDED AND (II) THE ACCURACY AND COMPLETENESS OF SUCH DATA AFTER THE DATE OF DELIVERY CANNOT BE ASSURED.

LICENSEE ACKNOWLEDGES AND AGREES THAT ALL USE OF SUCH DATA IS “AS IS” AND “WITH ALL FAULTS”.

8.3. Use of the Services may be available through a compatible mobile device, internet access, and may require third party software. Customer agrees that it 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. 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. CUSTOMER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT LIABLE, AND CUSTOMER AGREES NOT TO SEEK TO HOLD IT LIABLE, FOR THE CONDUCT OF CUSTOMER'S THIRD PARTY SERVICE PROVIDERS, AND THAT THE RISK OF INJURY FROM SUCH THIRD-PARTY SERVICES RESTS ENTIRELY WITH CUSTOMER.

8.5. 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's Indemnity. Company will indemnify and defend Customer against any third-party claim alleging that any of the Services infringes upon any patent or copyright, or violates a trade secret of any such third-party an (“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. This Section 9.1 describes Company's sole obligations and Customer's exclusive remedies in the event of an IP 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: (i) 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 Services; or (b) replace or modify the Services with equivalent or better functionality so that Client's use is no longer infringing; or (c) if (a) or (b) are not commercially reasonable, terminate provision of the Services and refund to Customer any pre-paid Service fees for any periods after the termination of the Service, less any outstanding moneys owed by Customer to Company.

9.1.2. The obligations in Sections 8.1 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 Services with other products, software or services not provided by Company; (ii) any IP Claim related to any Customer Data, or (iii) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this TOS.

9.2. Customer's Indemnity. Customer will indemnify and defend Company against any third-party claim resulting from a breach of Sections 2.5 or 5.2 or alleging that any of its 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. EXCLUSION OF CERTAIN DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY PUNITIVE, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY DAMAGES, OR DAMAGES ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, OR (iv) 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. LIMITATION ON AMOUNT OF LIABILITY. EXCEPT FOR A PARTY'S BREACH OF SECTIONS 2.5, 5.1, 5.2, 7 (EXCLUDING CLAIMS RELATED TO CUSTOMER CONTENT), A PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 9, A PARTY'S LIABILITY UNDER SECTION 10.3, OR A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS ARISING OUT OF THIS TOS IS LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY ("GENERAL LIABILITY CAP"). The foregoing does not limit Customer's obligations to pay any undisputed fees and other amounts due under this Agreement.

10.3. SUPERCAP FOR DATA PROTECTION CLAIMS. IN THE CASE OF "DATA PROTECTION CLAIMS," EACH PARTY'S AND ITS AFFILIATES' TOTAL LIABILITY TO THE OTHER PARTY AND ITS AFFILIATES FOR ALL CLAIMS IN THE AGGREGATE (FOR DAMAGES OR LIABILITY OF ANY TYPE) SHALL NOT EXCEED TWO TIMES THE "GENERAL LIABILITY CAP". FOR THE PURPOSES OF THIS TOS, "DATA PROTECTION CLAIMS" MEANS ANY CLAIMS ARISING FROM A PARTY'S BREACH OF SECTION 6.1 (SECURITY SAFEGUARS), SECTION 7 (CONFIDENTIALITY IN RELATION TO CUSTOMER CONTENT), OR BREACH OF APPLICABLE DATA PROTECTION LAWS WHICH RESULTS IN THE UNAUTHORIZED ACCESS TO OR USE OF ANY CUSTOMER CONTENT.

10.4. IN NO EVENT SHALL EITHER PARTY (OR ITS RESPECTIVE AFFILIATES) BE LIABLE FOR THE SAME EVENT UNDER BOTH THE GENERAL LIABILITY CAP AND THE DATA PROTECTION CLAIMS CAP.

11. COMPLIANCE WITH LAWS. In connection with the performance, access and use of the Services 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 Service in a U.S. embargoed country or in violation of any U.S. export law or regulation. Notwithstanding any other provision in the TOS, Company may immediately terminate the Agreement for noncompliance with applicable laws. Company represents that it and its Affiliates have taken reasonable precautions to reduce the risks of modern slavery practices (such as forced labor, child labor, wage exploitation and similar practices) in its operations and supply chain.

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 its 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.

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. Arbitration. If the parties do not reach an agreed upon solution within a period of 30 days from the time of the commencement of the informal dispute resolution process described above, then either party may initiate binding arbitration by a single arbitrator before the American Arbitration Association using its Commercial Arbitration Rules as the sole means to resolve claims subject to the terms set forth below. CUSTOMER AGREES THAT ANY DISPUTE OR CLAIM RELATING TO THIS TOS WILL BE RESOLVED BY BINDING ARIBTRATION RATHER THAN IN COURT AND THAT CUSTOMER WILL ARBITRATE WITH COMPANY ONLY IN CUSTOMER'S INDIVIDUAL OR CORPORATE CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS. Any arbitration claim must be brought within one year of the claim arising. The arbitrator will have exclusive authority to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable, or whether a claim is subject to arbitration. The arbitrator will be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award will be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. Customer understands and agrees that unless it can demonstrate that arbitration in Delaware would create an undue burden for Customer, any arbitration hearing will be held in Delaware. Customer understands and agrees that by entering into this Agreement, each party is waiving the right to a jury trial or a trial before a judge in a public court. Other rights that Customer would have if Customer went to court, such as the right to appeal and to certain types of discovery, may be more limited or may also be waived. Notwithstanding the parties' decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights (meaning patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights) or Confidential Information. Furthermore, Customer has the right to opt out and not be bound by these arbitration provisions by

sending written notice of Customer's decision to opt out to the following address legal@cordance.co within 30 days of the date of this Agreement.

- 13.3. Governing Law and Jurisdiction. These Terms will be governed by the laws of the State of Delaware. For any dispute not subject to arbitration, each party agrees to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Delaware.
- 13.4. 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. Any attempted assignment without consent will be void. The Agreement will bind and inure to the benefit of each party's successors or assigns.
- 13.5. Notices. Notices must be sent by personal delivery, overnight courier, or registered or certified mail. Company 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 Company's 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 legal@cordance.co, and 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.
- 13.6. Entire Agreement; Order of Precedence. This Agreement, including the Order(s) and any applicable schedules, exhibits, and appendices, and any mutually signed SOW set forth the entire agreement between Customer and Company relating to the Services, Content Products, and or Professional Services and supersedes all prior and contemporaneous oral and written agreements, except as otherwise permitted. If there is a conflict between an executed Order, this Agreement, and the Documentation, in each case, as applicable, the conflict will be resolved in that order, but only for the specific Services described in the applicable Order. No modification of or amendment to this Agreement will be effective unless mutually agreed in writing.
- 13.7. Updates to Terms. Company reserves the right to propose changes to this Agreement that are generally applicable to all customers at any time and will, if such changes are material, provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined in Company's sole discretion. By continuing to access or use Company's Services after any revisions become effective, Customer agrees to be bound by the revised terms of the Agreement. If Customer does not agree to the new terms, Customer is no longer authorized to use the Services. In the event of a material change of terms, Customer may terminate the Agreement by giving Company written notice within 30 days of Company's notice of the change of terms and

Company will refund to Customer any pre-paid fees that are applicable to the period after such termination.

- 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. 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; 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.

EXHIBIT A

Provision of Professional Services. Company will provide those professional services (the "Professional Services"), as needed for special regulatory service assignments, described in a separate Statement of Work ("SOW"), in accordance with the following:

- (a) Customer will appoint a project manager who will oversee Company's performance of the Professional Services.
- (b) Customer will supply to Company at no cost access to all relevant technical information, regulatory files and information, computer facilities and office space specified in such additional schedule as a responsibility of Customer.
- (c) Customer will pay fees for Professional Services at the rates as provided in such SOW.
- (d) Travel time to and from Customer locations will not be billed to Customer. All bills for Professional Services will be rendered monthly in arrears and are payable within thirty (30) days of Customer's receipt thereof; provided, however, that Customer may withhold payment of any portion that it in good faith disputes if it notifies Company of such dispute by the date payment would otherwise be due.
- (e) In addition to Professional Services fees and if specified in such additional schedule, Customer is responsible to reimburse for those reasonable out of pocket travel and living expenses as incurred by Company directly in its performance of the Professional Services only if approved by Customer in advance. All such travel and living expenses must conform to Customer's travel and expense reimbursement policies, must be individually itemized on each invoice, and must be supported by reasonable documentation; otherwise, such expenses will not be reimbursed.

- (f) Either party may terminate a SOW and the parties' respective obligations thereunder if the other party is in material breach of its obligations under this Exhibit A, the SOW or this Agreement, and such party has not cured the breach within thirty (30) days of written notice from the non-breaching party specifying the breach.
- (g) For any breach by Company of this Exhibit A or a SOW, Company will re-perform the Professional Services and if Company fails to re-perform the Professional Services as warranted and within a reasonable time period, Customer, as its sole remedy for the breach, will be entitled to recover the fees paid to Company for the Professional Services found to be unsatisfactory after re-performance or inability or failure to perform.
- (h) Except as otherwise specified in a SOW, all deliverables specified in a SOW and all other work product or other materials resulting from Company's performance of the Professional Services (the "Work Product") will be the sole and exclusive property of Company.