

## Acrew Dental Software as a Service (SaaS) Terms and Conditions

These Software as a Service (SaaS) Terms and Conditions (“Terms”), together with any order form, screens, or documents generated in the ordering process that refer to these Terms (“Order Form(s)”) form a legally binding agreement (“Agreement”) by and between Acrew Dental, a software company with offices located at 15285 Watertown Plank Rd. Elm Grove, WI 53122, (“Provider”), and the customer identified in the applicable Order Forms (“Customer”). Provider and Customer may be referred to herein collectively as the “Parties” or individually as a “Party.”

For clarity, these Terms apply to Provider’s subscription-based software-as-a-service offerings (“SaaS Services”), which are designed to facilitate some of the day-to-day operations of dental practices. As part of the SaaS Services, Provider creates a white-labeled web portal to the SaaS Services to submit general contact information from website visitors that are not already patients of Customer’s dental practice to the SaaS Services (“Website Interface”). The Website Interface is not intended to accept, process, or store any protected health information (PHI) of Customer’s patients.

PROVIDER MAKES THE SAAS AVAILABLE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY ELECTRONICALLY SIGNING THESE TERMS, OR ANY ORDER FORMS INCORPORATING THESE TERMS OR AUTHENTICATING AND ACCEPTING ANY SUBSEQUENT ORDER FORM THAT REFERENCES THESE TERMS, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS.

### 1. Definitions.

(a) “Aggregated Statistics” means data and information related to Customer’s use of the SaaS Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the SaaS Services.

(b) “Administrative Users” means Customer’s employees, consultants, contractors, and agents who are authorized by Customer to access and use the SaaS Services under the rights granted to Customer in this Agreement.

(c) “Authorized User” means Customer’s Administrative Users and Patient Users.

(d) “Customer Data” means, other than Aggregated Statistics, information, data, brand elements, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the SaaS Services or used in connection with the Website Interface.

(e) “Customer Systems” means the Customer’s information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems or electronic medical record systems), and networks, whether operated directly by Customer or through the use of third-party products or services.

(f) “Customer Web Domain” means the web domain(s) mutually agreed upon during Implementation Services where the Website Interface will be displayed for use by Website Visitors and Patient Users.

(g) “Implementation Services” means the professional services and training provided by Provider in the course of establishing the Customer-branded Website Interface and establishing any integration points with other Customer Systems.

(h) “Patient Users” means Customer patients or their agents who establish an online account on the Website Interface to enable scheduling requests, user profile set-up, or payment transactions facilitated through the Website Interface.

(i) “Provider IP” means the SaaS Services, the User Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content or insights derived from Provider’s monitoring of Customer’s access to or use of the SaaS Services, but does not include Customer Data.

(j) “User Documentation” means Provider’s user manuals, handbooks, and guides relating to the SaaS Services provided by Provider to Customer either electronically or in hard copy form.

(k) “Website Visitor” means any third-party user who provides general contact information to the Customer-branded Website Interface prior to establishing a patient relationship with Customer.

## 2. Access and Use.

(a) Provision of Access. Subject to and conditioned on Customer’s payment of Fees and compliance with all other terms and conditions of this Agreement, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with **Section 12(g)**) right to (i) access and use the SaaS Services during the Term, solely for use by Authorized Users; and (ii) to display and make available the Provider IP elements of the Website Interface for use by Patient Users and Website Visitors in accordance with the terms and conditions herein. Such use is limited to the purpose of supporting Customer’s internal business needs.

(b) Implementation. Provider shall provision Customer’s initial Administrative Users, and provide the necessary passwords and network links or connections to allow Administrative Users to access the SaaS Services. Provider’s designated account administrator will have the ability to provision other Administrative Users and Patient Users and set appropriate levels of access by role. The scope of Implementation Services may be further set forth in an Order Form or otherwise agreed by Provider and Customer in writing.

(c) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with **Section 12(g)**) license to use the User Documentation during the Term solely for Customer’s internal business purposes in connection with its use of the SaaS Services.

(d) Use Restrictions. Customer shall not use the SaaS Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the SaaS Services or User Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the SaaS Services or User Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the SaaS Services, in whole or in part; (iv) remove any proprietary notices from the SaaS Services or User Documentation; or (v) use the SaaS Services or User Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

(e) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(f) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's or Website Visitor's access to any portion or all of the SaaS Services or Website Interface if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the SaaS Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Customer has suspended or terminated Customer's access to or use of any Customer System required to enable Customer to access and use the SaaS Services as intended herein; or (iii) in accordance with Section 5(a)(iii) (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the SaaS Services or Website Interface following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the SaaS Services or Website Interface as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(g) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the SaaS Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider 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. In no event will Aggregated Statistics be used to identify Customer or Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. Customer is responsible and liable for all uses of the SaaS Services and User Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, as between Provider and Customer, Customer is responsible for all acts and omissions of Administrative Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Administrative Users aware of this Agreement's provisions as applicable to such Administrative User's use of the SaaS Services, and shall cause Administrative Users to comply with such provisions.

(b) Third-Party Materials. Provider may from time to time make or utilize features powered by third parties ("Third Party Products") in connection with the SaaS Services or Website Interface (e.g., SMS capabilities may be powered by Twilio or other similar third-party providers). For purposes of this Agreement, such Third-Party Products may be subject to their own terms and conditions, and Provider has no control over these Third Party Products. Provider may add, remove, or replace any such Third Party Products at any time during the Term.

(c) Customer Systems and Cooperation. Customer shall at all times during the Term: (i) set up, maintain, and operate in good repair all Customer Systems on or through which the SaaS Services or Website Interface are accessed, used, or integrated; (ii) provide Provider personnel with such access to Customer's premises and Customer Systems as is necessary for Provider to perform the Implementation Services and Support Services; and (iii) provide all cooperation and assistance as Provider may reasonably request to enable Provider to exercise its rights and perform its obligations under and in connection with this Agreement. Provider is not responsible or liable for any delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement (each, a "Customer Delay").

(d) Customer Privacy Notices. Customer is solely responsible for determining what notices or consents are required from any Authorized User or Website Visitor regarding the handling of such individuals' data and information. The categories of personal information the business collects about consumers (specific enough so the consumer has an appropriate sense of what to expect). The parties acknowledge and agree that Website Visitors may have the ability to enter limited categories of contact information that are not subject to HIPAA regulation (including but not limited to, first and last name, email address, date of birth, telephone number and address) directly to the Website Interface in order to establish an online account ("Website Visitor Data"). A Privacy Policy to display on the Website Interface with respect to such Website Visitors and how Provider may use that information will be finalized by mutual agreement of the parties during the implementation process. Provider does not offer or provide any legal or compliance services or opinions as to whether Customer is subject to any laws applicable to Website Visitor Data. Customer is responsible for determining whether final Privacy Policy language suits Customer's particular situation or if other notices or consents should be provided to or obtained Customer's Website Visitors in connection with account registration. Provider further acknowledges and agrees that it is solely responsible for providing any notices or consents

required to Patient Users regarding the handing of any information that is subject to HIPAA regulation.

(e) Data Backup. The SaaS Services do not replace the need for Customer to maintain regular data backups or redundant data archives. To the extent that Customer requests any export or download of data from the SaaS Services, Customer will pay a mutually agreed amount based on commercially reasonable hourly rates for Provider's time to provide such download or export. PROVIDER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

4. Support Services. Provider will use commercially reasonable efforts to make the SaaS Services generally available during our regular business hours, except for any unavailability caused by circumstances beyond Provider's reasonable control. Provider will use commercially reasonable efforts to give Customer at least twenty-four (24) hours prior notice of all scheduled outages of the SaaS Services that are anticipated to have a material effect to availability. Provider will perform identification, diagnosis, and correction of any reproducible failure of the SaaS Services and Website Interface to ensure the SaaS Services and Website Interface operate in all material respects in accordance with the Performance Warranty (defined below) or other requests for assistance, by the provision of customer support technicians available during Provider's regular business hours. Customer must provide sufficient information as required for Provider to replicate or investigate any reported error, and shall provide reasonable cooperation and further information to Provider to facilitate the investigation. Provider accepts support requests on a 24 x 7 basis, but provides response during Provider's regular business hours only. Provider will make reasonable efforts to respond to all support requests based on the level of priority Provider assigns to each request.

5. Fees and Payment.

(a) Fees. Customer shall pay Provider the fees ("Fees") as set forth in an Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in the applicable Order Form. If Customer fails to make any payment when due, without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more following Provider's written notice of outstanding payment, Provider may suspend Customer's and its Authorized Users' access to any portion or all of the SaaS Services or Website Interface until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

(c) Fee Increases. Provider may increase Fees for any Renewal Term by providing written notice to Customer at least sixty (60) days prior to the commencement of the Renewal Term.

6. Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, whether or not marked, designated, or otherwise identified as “confidential” (collectively, “Confidential Information”). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party’s Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party’s obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

(a) Provider IP. Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the SaaS Services to Customer and to generate Aggregated Statistics.

(c) Feedback. If Customer or any of its Authorized Users transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual

property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Limited Warranty and Disclaimer.

(a) Mutual Warranty. Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (ii) it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant under this Agreement; (iii) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and (iv) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

(b) Provider Performance Warranty. Provider represents and warrants that (i) all training, assistance, and support provided during Implementation Services will be provided in a professional and workmanlike manner, and (ii) the SaaS Services and Website Interface will conform in all material respects to the User Documentation when accessed and used in accordance with the User Documentation (the warranty given under subpart (ii), the “Performance Warranty”). Provider does not make any representations or guarantees regarding uptime or availability of the SaaS Services or Website Interface. Customer’s sole remedies and Provider’s sole liability under the Performance Warranty shall be for Provider to make commercially reasonable efforts to return the SaaS Services or Website Interface to material conformance to the User Documentation through the provision of Support Services, or, if Provider reasonably determines it will not be able to resolve a reported nonconformity, to terminate the Agreement and provide Customers with a pro-rata refund of any prepaid but unused subscription Fees.

(c) Additional Customer Warranty. Customer represents, warrants, and covenants to Provider that Customer owns or otherwise has and will have the necessary rights, consents, and notices in place in and relating to the Customer Data so that, as received by Provider and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights, or any privacy or other rights of any third party or violate any applicable law.

(d) DISCLAIMER. EXCEPT FOR THE WARRANTIES GIVEN IN THIS SECTION 8, THE PROVIDER IP IS PROVIDED “AS IS” AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 8, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) Provider Indemnification.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the SaaS Services or any Provider-owned elements of the Website Interface, or any use of the SaaS Services or Website Interface in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights, provided that Customer promptly notifies Provider in writing of such Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If a Third Party-Claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the SaaS Services or Provider-supplied elements of the Website Interface, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use in material accordance with this Agreement. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the SaaS Services or Website Interface in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the SaaS Services or Website Interface not made by or on behalf of Provider; (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or any applicable laws, and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence (including malpractice) or willful misconduct; (ii) use of the SaaS Services or Website Interface in a manner not authorized by this Agreement; (iii) use of the SaaS Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the SaaS Services or Website Interface not made by or on behalf of Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.



10. Limitations of Liability. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, WHICHEVER IS LESS. THE LIMITATIONS OF THIS SECTION 10 SHALL NOT APPLY TO LIABILITY FOR PROVIDER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

11. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect for the term specified in the Order Form (the "Initial Term"). Unless otherwise agreed in the Order Form, this Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider may terminate this Agreement, effective on written notice to Customer, if Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than ten (10) days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(d) or 6;

(ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

(iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy

or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d) Survival. This Section 11(d) and 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

## 12. Miscellaneous.

(a) Entire Agreement. These Terms, together with the Order Form(s) and any other documents incorporated herein or therein by reference, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, the Order Form, (ii) second, these Terms, and (iii) then any other documents incorporated by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to Provider at the addresses set forth on the first page of this Agreement, or to Customer at the address set forth in the applicable Order Form or as maintained in the SaaS Services account (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority.

(d) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly

set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(e) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(f) Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Wisconsin. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder may be instituted exclusively in the federal courts of the United States or the courts of the State of Wisconsin and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) Assignment. Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) Export Regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the SaaS Services or any Customer Data outside the US.

(i) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under 6 or, in the case of Customer, Section 2(d), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j) Counterparts. This Agreement, including any Order Form may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.