

## ENTCORP CUSTOMER TERMS - SOFTWARE-AS-A-SERVICE

1. **Scope and Parties.** These Entcorp Customer Terms for Software-as-a-Service (the “Agreement”) govern the purchase, access and use of software-as-a-service from **Entcorp UK Ltd** (“Entcorp”) by the Customer entity identified below (“Customer”). The terms of this Agreement become effective when Entcorp accepts Customer’s order, upon renewal of an order or upon Customer’s use of Entcorp SaaS (defined below) (“Effective Date”), and will remain in effect unless terminated pursuant to Section 19 (Termination).
2. **Entcorp Software-as-a-Service.** “Entcorp Software-as-a-Service” or “Entcorp SaaS” mean the Entcorp branded online software solutions that Entcorp makes available for Customer use through a network connection, each as described in the applicable supporting material and other exhibits or attachments that are each made a part of this Agreement (collectively, “Supporting Material”). The terms for use of each Entcorp SaaS is stated in the Supporting Material. Supporting Material may include service descriptions, data sheets, statements of work and their applicable exhibits, addenda, and attachments which may be available to Customer in hard copy or by accessing an Entcorp website. In the event of a conflict, Supporting Material takes precedence over this Agreement.
3. **Orders.** Customer may place orders for Entcorp SaaS through our website, customer-specific portal, or by letter, fax, or e-mail (each upon Entcorp’s acceptance, an “Order”). The term of each Entcorp SaaS subscription is stated in the applicable Order or Supporting Material and begins on the date that Entcorp SaaS is made available to Customer (“SaaS Order Term”).
4. **Access Rights.** During the applicable SaaS Order Term, Customer may access and use Entcorp SaaS in accordance with the applicable Supporting Material and this Agreement. Customer is responsible for complying with the terms of this Agreement and the Supporting Material. Customer is responsible for any and all use of Entcorp SaaS through Customer’s credentials or any account that Customer may establish. Customer agrees to maintain the confidentiality of Customer’s account, credentials, and any passwords necessary to use Entcorp SaaS. Should Customer believe that there has been unauthorized use of Customer’s account, credentials, or passwords, Customer must immediately notify Entcorp.
5. **Usage Limitations.** Entcorp SaaS may be used only for Customer’s internal business purposes and not for commercialization. Customer will not: (i) exceed any usage limitations identified in the Supporting Material; (ii) except to the extent expressly permitted in Supporting Material, sell, resell, license, sublicense, lease, rent, or distribute Entcorp SaaS or include Entcorp SaaS as a service or outsourcing offering, or make any portion of Entcorp SaaS available for the benefit of any third party; (iii) copy or reproduce any portion, feature, function, or user interface of Entcorp SaaS; (iv) interfere with or disrupt the integrity or performance of Entcorp SaaS; (v) use Entcorp SaaS to submit, send, or store Customer-provided SaaS Data that is obscene, threatening, libelous or otherwise unlawful or tortuous material, violates any third party’s privacy rights, or infringes upon or misappropriates intellectual property rights; (vi) use Entcorp SaaS to disrupt or cause harm to a third party’s system or environment; (vii) access Entcorp SaaS to build a competitive product or service; or (viii) reverse engineer Entcorp SaaS. Customer is responsible for complying with all terms of use for any software, content, service, or website it loads, creates, or accesses when using Entcorp SaaS.
6. **Payment terms.**
  - a. **Prices and Taxes.** Prices will be as quoted in writing by Entcorp or, in the absence of a written quote, as set out on our website, customer-specific portal, or Entcorp published list price at the time an order is submitted to Entcorp. Prices are exclusive of taxes, duties, and fees unless otherwise quoted. If a withholding tax is required by law, please contact the Entcorp order representative to discuss appropriate procedures.
  - b. **Invoices and Payment.** Customer agrees to pay all invoiced amounts within thirty (30) days of Entcorp’s invoice date.
7. **Customer-provided SaaS Data.** Customer is solely responsible for the data, text, audio, video, images, software, and other content input into an Entcorp system or environment (“Customer-provided SaaS Data”) during Customer’s access or use of Entcorp SaaS. As between Entcorp and Customer, Customer is and will remain the sole and

exclusive owner of all right, title, and interest in and to all Customer-provided SaaS Data. Customer hereby provides to Entcorp all necessary rights to Customer-provided SaaS Data to enable Entcorp to provide Entcorp SaaS. Entcorp will use Customer-provided SaaS Data only as necessary to provide Entcorp SaaS, technical support, or as otherwise required by law.

**8. Personal Data.**

- a. If, in the course of providing Entcorp SaaS, Entcorp agrees in writing to process Customer Personal Data, Entcorp shall process such data only as mutually agreed and in compliance with data protection legislation to which Entcorp is subject as a service provider and processor of Customer Personal Data.
- b. "Customer Personal Data" means personal data of which Customer or its affiliates is the controller and which Entcorp processes in the course of providing Entcorp SaaS. The terms "controller", "processor", "process", "processed", "processing", and "personal data" used in this Agreement shall be as defined by EU Directive 95/46/EC, unless otherwise defined by applicable data protection legislation.

**9. Data Security.** Entcorp implements technical and organizational measures to protect Customer-provided SaaS Data. The Supporting Material for each Entcorp SaaS describes the measures implemented for such Entcorp SaaS.

**10. Entcorp SaaS Performance and Operations.** Entcorp's ability to deliver Entcorp SaaS will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any information from Customer needed to deliver Entcorp SaaS.

**11. Entcorp SaaS Operations.** So long as during the SaaS Order Term, Entcorp does not materially degrade the functionality, as described in Supporting Material of Entcorp SaaS, Entcorp reserves the right: (i) to modify the systems and environment used to provide Entcorp SaaS; and (ii) to make any changes to Entcorp SaaS that it deems necessary or useful to maintain or enhance the quality or delivery of Entcorp's services to its customers, the competitive strength of or market for Entcorp's services, or Entcorp SaaS' cost efficiency or performance. Entcorp may use global resources, such as Entcorp affiliates or third parties in worldwide locations to provide Entcorp SaaS and perform its obligations.

**12. License Grant to Software in connection with Entcorp SaaS.** To the extent that Entcorp provides software in connection with Entcorp SaaS, Entcorp grants Customer a non-exclusive and non-transferable license to use the version or release of the Entcorp-branded software listed in the Order or the applicable Supporting Material (the "Licensed Software") during the SaaS Order Term. Unless otherwise stated in writing, Customer may only use the Licensed Software for internal purposes and not for further commercialization. Customer may make a copy or adaptation of the Licensed Software only for archival purposes or when it is an essential step in the authorized use of the Licensed Software. Customer agrees that it will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of any Licensed Software unless permitted by statute, in which case Customer will provide Entcorp with reasonably detailed information about those activities. For non-Entcorp branded software, the third party's license terms will govern its use. Entcorp may monitor and audit Customer use of the Licensed Software and compliance with any associated license terms and, if Entcorp makes a license management program available, Customer agrees to install and use it within a reasonable period of time. Customer may not sublicense, assign, transfer, rent, or lease the Licensed Software except as permitted in writing by Entcorp.

**13. Warranty:** Entcorp WILL PERFORM Entcorp SAAS BY QUALIFIED PERSONNEL AND IN A WORKMANLIKE MANNER CONSISTENT WITH THE SUPPORTING MATERIAL. TO THE EXTENT PERMITTED BY LAW, Entcorp DISCLAIMS ALL OTHER WARRANTIES. Entcorp DOES NOT WARRANT THAT Entcorp SAAS WILL BE UNINTERRUPTED OR ERROR FREE. IF Entcorp PROVIDES CUSTOMER WITH A FREE-OF-CHARGE SAAS ORDER TERM, INCLUDING BUT NOT LIMITED TO ENTCORP SAAS PROVIDED ON AN EVALUATION OR "FREEMIUM" BASIS, Entcorp SAAS IS PROVIDED "AS IS" AND TO THE EXTENT PERMITTED BY LAW, Entcorp DISCLAIMS ALL WARRANTIES AND LIABILITY.

**14. Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Customer grants Entcorp a non-exclusive, worldwide, royalty-free right and license to any intellectual property, including Customer-provided SaaS Data, that is necessary for Entcorp and its designees to perform Entcorp SaaS.

**15. Intellectual Property Rights Infringement.** Entcorp will defend and/or settle any claims against Customer that allege that an Entcorp-branded product or service as supplied under this Agreement infringes the intellectual property rights of a third party. Entcorp will rely on Customer's prompt notification of the claim and cooperation with our defense. Entcorp may modify the product or service so as to be non-infringing and materially equivalent, or we may procure a license. If these options are not available, we will refund to Customer the balance of any pre-paid amount for the

affected Entcorp SaaS. Entcorp is not responsible for claims resulting from Customer-provided SaaS Data or from any unauthorized use of the products or services. This section shall also apply to Licensed Software identified as such in the relevant Supporting Material except that Entcorp is not responsible for claims resulting from Customer-provided SaaS Data, customized configurations or designs (i) performed or provided by Customer or (ii) performed at Customer's direction. Customer will defend or indemnify Entcorp from and against third party claims arising from Customer-provided SaaS Data or customized configuration or designs (i) performed or provided by Customer or (ii) performed at Customer's direction.

16. **Limitation of Liability.** Entcorp's liability to Customer under this Agreement is limited to the greater of \$1,000,000 or the amount payable by Customer to Entcorp for the relevant Entcorp SaaS Order that is the subject of the claim for the twelve (12) month period immediately preceding the act or omission giving rise to the claim. This limit applies collectively to Entcorp, its employees, subsidiaries, contractors, and suppliers. Neither Customer nor Entcorp will be liable for lost revenues or profits, downtime costs, or indirect, special, or consequential costs or damages. This provision does not limit either party's liability for: unauthorized use of intellectual property, death or bodily injury caused by their negligence, acts of fraud, nor any liability which may not be excluded or limited by applicable law. Neither party will be liable for performance delays or for non-performance due to causes beyond its reasonable control, except for payment obligations. If Entcorp provides customer with a free-of-charge SaaS Order Term, including but not limited to Entcorp SaaS provided on an evaluation or "freemium" basis, Entcorp SaaS is provided "as is" and to the extent permitted by law, Entcorp shall not be responsible for any loss or damage to Customer, its customers, or any third parties caused by Entcorp SaaS or the Licensed Software that Entcorp makes available for Customer.
17. **Suspension.** Entcorp may suspend Customer's access and use rights to Entcorp SaaS where Customer breaches Sections 4, 5, 6, 7, or 12 of this Agreement or Customer's use of Entcorp SaaS is in violation of law and Customer fails to remedy the breach within a reasonable period after being notified by Entcorp in writing of the details. The suspension shall become effective after lapse of the cure period. Customer remains responsible for applicable fees from the date of suspension and throughout the suspension period, including usage and data storage fees. Customer will not be entitled to service credits, if any, during any suspension period.
18. **Termination.** Either party may terminate this Agreement on written notice if the other fails to meet any material obligation and fails to remedy the breach within a reasonable period after being notified in writing of the details. If either party becomes insolvent, unable to pay debts when due, files for or is subject to bankruptcy or receivership, or asset assignment, the other party may, if permitted by law, terminate this Agreement and cancel any unfulfilled obligations. Entcorp may terminate this Agreement where Customer's access and use rights are suspended pursuant to Section 17 or to comply with applicable laws or regulations. Any terms in the Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
19. **Effect of Expiration or Termination.** Except for termination for cause in circumstances where Entcorp is at fault, termination of this Agreement shall not entitle Customer to any refund, and payment obligations are non-cancelable. Upon expiration or termination of a SaaS Order Term, except as otherwise provided in the Supporting Material:
  - a. Entcorp may disable all Customer access to the applicable Entcorp SaaS, and Customer shall promptly return to Entcorp (or at Entcorp's request destroy) any Licensed Software provided with Entcorp SaaS; and
  - b. Entcorp shall make available Customer-provided SaaS data in the format generally provided by Entcorp, subject to the terms of the applicable Supporting Material.
20. **General.** This Agreement represents our entire understanding with respect to its subject matter and supersedes any previous communication or agreements that may exist. Modifications to this Agreement will be made only through a written amendment signed by both parties. The Agreement will be governed by the laws of the country of Entcorp or the Entcorp affiliate accepting the Order and the courts of that locale will have jurisdiction; however, Entcorp or its affiliate may bring suit for payment in the country where the Customer affiliate that placed the Order is located. Customer and Entcorp agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Claims arising or raised in the United States will be governed by the laws of the state of California, excluding rules as to choice and conflicts of law.