

## VERISK 3E MASTER AGREEMENT

This Master Agreement (“Master Agreement” or “Agreement”) is made by and between 3E Company, Environmental Ecological and Engineering d/b/a Verisk 3E, a Delaware corporation with offices at 3207 Grey Hawk Court, Carlsbad, California 92010 USA (hereafter “Verisk 3E” or “Company”), and the entity entering into this Agreement and identified via Agreement acceptance as follows (“Client” or “you”): YOU UNDERSTAND AND AGREE THAT YOU HEREBY ACCEPT, AND ARE LEGALLY BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT: (A) BY SIGNING AN ORDER FORM OR SOW (EACH AS DEFINED BELOW) THAT INCORPORATES ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT BY REFERENCE, (B) BY SIGNING A COPY OF THIS AGREEMENT IN A SIGNATURE BLOCK BELOW, OR (C) BY INDICATING YOUR ASSENT TO THIS AGREEMENT VIA AN ONLINE “I ACCEPT” BOX OR SIMILAR AFFIRMATIVE ACCEPTANCE CLICK-THROUGH MECHANISM.

Company and Client may each be referred to herein individually as a “Party” and collectively as “Parties.”

If an individual is accepting this Agreement on behalf of a company or other legal entity as the Client, such individual represents that he or she has the authority to bind such entity to this Agreement. If the individual purportedly entering into this Agreement does not have such authority to bind the Client, or does not agree with all of the terms and conditions of this Agreement, such individual and the Client must not enter into this Agreement or use the Licensed Products or Professional Services (as defined below).

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and agreements hereinafter set forth, the Parties, intending to be legally bound hereby, do hereby agree as follows:

### 1 DEFINITIONS

**1.1** “Affiliate” means any person or entity that, directly or indirectly, controls, is controlled by, or is under common control with either Party to this Agreement. For this purpose, “control” means the ownership of more than 50% of the voting interests in such legal entity.

**1.2** “Authorized User” or “Named User” means a person to whom Client grants access authorization to use a Licensed Product. An Authorized User may be associated with Client, its Affiliates, its Business Partners or its Business Partners’ Affiliates.

**1.3** “Business Partner” means a legal entity that requires use of a Licensed Product in connection with Client’s and/or its Affiliates’ internal business operations. These may include the customers, distributors, service providers and/or suppliers of Client or its Affiliates.

**1.4** “Content” means any materials provided to Client by Company before or in the course of Company’s performance under the Agreement, including the materials produced in the course of delivering support or Professional Services to Client or its Affiliates. Content may be obtained by Company from various government regulatory and other third-party sources, and may include materials created in cooperation with Client, but does not include Client Data, Client Confidential Information or any Licensed Product.

**1.5** “Cloud Service” means a Licensed Product that may be accessed and used by Client via the Internet cloud on an on-demand basis and is supported by Company pursuant to an Order.

**1.6** “Confidential Information” means all confidential or proprietary information of a Party (“Disclosing Party”) disclosed or made available to the other Party (“Receiving Party”) including information about its business affairs, financial information, marketing and business requirements, goods and services, technology, software, implementation plans, services, materials comprising or relating to intellectual property rights, including without limitation, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of this Agreement (including pricing), whether disclosed orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. For the avoidance of doubt, Client Confidential Information shall include Client Data; and Company Confidential Information shall include Licensed Products, Documentation, Content, and information regarding Company research and development, Product offerings, pricing and availability. Notwithstanding the foregoing, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

**1.7** “Professional Services” means any consulting services, such as implementation, configuration, or training services provided by Company to Client pursuant to an Order.

**1.8** “Client Data” means any content, materials, data, personal data and information that Authorized Users enter into the production system of a Cloud Service or derive from its use of and store in the Cloud Service (e. g. Client-specific reports). Client Data and its derivatives will not include Company’s Confidential Information.

**1.9** “Deliverable” means a deliverable identified under an Order or an SOW.

**1.10** “Documentation” means Company’s then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Client with the Cloud Service.

**1.11** “Licensed Product” means any cloud-based software-as-a-service, content-as-a-service, on-premises software or other product of Company that is licensed or provided to Client by Company via an Order, including any associated Documentation and/or Content.

**1.12** “On-Premises Product” means a Licensed Product that is provided to Client and is supported by Company pursuant to an Order, and that may be hosted by Client or within its own computing environment.

**1.13** “Order Form” or “Order” means any order form, Statement of Work (“SOW”) or similar document that forms an agreement between Company and Client referencing and incorporating this Master Agreement, and under which usage rights in Licensed Products, and Professional Services may be obtained from Company.

**1.14** “Service Level Agreement” or “SLA” means an external document incorporated within an Order that defines levels of service for the Licensed Products to which Company may agree, with respect to availability, support, quality or other like parameters.

**1.15** “Subscription” means a license to use a Licensed Product granted to Client or its Affiliates for limited, renewable time period.

**1.16** “Subscription Term” means the term of validity of a Subscription to a Licensed Product as identified in an applicable Order, and includes the Initial Term plus all Renewal Terms (if any). The “Initial Term” of a Subscription for each Licensed Product runs between the start and end dates specified in the applicable Order, unless otherwise terminated under the Agreement. Upon the expiration of the Initial Term for each Licensed Product, the applicable Subscription may be renewed by agreement of the Parties for successive additional terms (each a “Renewal Term”) as specified in the Order.

**1.17** “Supplemental Terms and Conditions” or “STC” means any product-specific supplemental terms and conditions that apply to a Licensed Product as may be incorporated into an Order.

**1.18** “Usage Parameters” means the standards of measurement for determining the permitted use, volume, numbers of users, quantities, calls, and other applicable usage parameters, and for calculating the applicable Fees due with respect to Client’s use of a Licensed Product as set forth in an Order.

## **2 OVERVIEW**

**2.1 Scope.** This Agreement sets forth the general terms and conditions pursuant to which Client may purchase: i) Subscriptions to Company Licensed Products as may be made available by Company as either Cloud Services or On-Premises Products; and/or ii) Professional Services.

**2.2 Orders.** The Parties may from time to time execute Orders under which Client may purchase Subscriptions to Licensed Products, associated Professional Services, or other items as may be described in such Order. Each Order shall describe the applicable Licensed Product, Subscription Term, Usage Parameters, related Fees (as defined in Section 5.1) and other relevant details; and/or the Professional Services to be provided by Company, Client obligations, and related Fees. Each such Order shall incorporate by reference all the terms and conditions of this Master Agreement, and may contain or reference additional terms applicable to a specific Licensed Product or Service. In the event of a conflict between the provisions of this Agreement and any Order, the provisions of such Order shall control, but only within the scope such Order. The Parties agree that if Client requires a purchase order number on its invoice, Client may provide Company with a valid purchase order immediately upon execution of an Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Client’s accounting purposes and Client’s failure to issue a purchase order, or provide such purchase order to Company, shall in no way relieve Client of any obligation entered into pursuant to this Agreement including, but not limited to, its obligation to pay Company in an accordance with the payment terms herein. The Parties agree that any terms contained in any Client purchase orders, acknowledgments, shipping instructions, or other similar documents that are inconsistent with or different from the terms of the Agreement will be void and of no effect.

### 3 PRODUCTS

#### 3.1 License Grants.

**3.1.1 Cloud Services.** Subject to the terms of this Agreement, the applicable Order, any STCs and the payment of all applicable Fees, Company grants to Client and its Affiliates a non-exclusive, non-transferable, time-limited, revocable license to access and use the Cloud Services described in an Order and the associated Content made available via such Licensed Product during the applicable Subscription Term, solely for Client's or its Affiliates' internal business purposes.

**3.1.2 On-Premises Products.** Subject to the terms of this Agreement, the applicable Order, any STCs and the payment of all applicable Fees, Company grants to Client a non-exclusive, non-transferable, time-limited, revocable license to install and use the On-Premises Products described in an Order and the associated Content made available via such Licensed Product during the applicable Subscription Term, solely for Client's internal business purposes. Client may make one copy of the On-Premises Products in machine-readable form solely for backup purposes. Any backup copy of any Licensed Product must include all copyright notices and any other proprietary legends on the original copy of the Licensed Product.

**3.1.3 Content and Deliverables.** Subject to the terms of this Agreement, the applicable Order, any STCs and the payment of all applicable Fees, Company grants to Client a non-exclusive, non-transferable, time-limited, revocable license to use the Content and Deliverables provided by Company through the Licensed Products to create safety data sheets, labels and other outputs for Client's internal use or for delivery to Client vendors, customers and other third parties in the normal course of Client's business.

**3.1.4 Scope of Licenses.** With respect to the license rights granted to Client under the Agreement, Client may permit Authorized Users to use the Licensed Products within the contractually-agreed scope of the Agreement. Client agrees that: i) usage is limited to the Usage Parameters and volumes stated in the Order; ii) Client is responsible for the acts and omissions of its Authorized Users, Affiliates, and Business Partners as for its own acts and omissions and shall oblige them to adhere to the contractual provisions for the use of the Licensed Products. Client may copy the Documentation to the extent necessary for its internal business purposes. Client may not otherwise copy, distribute, sublicense, license, sell, lease rent or otherwise make any Licensed Products available to third parties.

**3.1.5 Client Affiliates.** Client Affiliates that have not entered into a separate agreement directly with Company may exercise the license grants and obligations of this Section 3.1 as applicable through Client's account hereunder, during the applicable Subscription Term and solely for their respective internal business purposes. Client will be responsible for such Client Affiliates' compliance with the terms of this Agreement, including the obligations of confidentiality contained herein, and for any breach of this Agreement by any Client Affiliate. Use of the Licensed Products by Client Affiliates shall, for purposes of this Agreement, be deemed use by Client subject to all the terms and conditions herein.

**3.1.6 Client Licenses.** Subject to Section 8, Client grants to Company the nonexclusive right to process Client Data as necessary for Company to provide and support the Licensed Products (including without limitation preparing backup copies or performing tests); and to verify Client's compliance the Agreement. Client further grants to Company and its Affiliates perpetual, royalty free, paid up, irrevocable worldwide rights to use, reproduce, distribute and make derivative works of any Licensed Products compliance information that Client may provide to Company and/or its Affiliates ("Compliance Information") for input to Company's and/or its Affiliates' Licensed Product knowledgebase (which knowledgebase Company may make available to other third party clients). Notwithstanding the foregoing, Company and/or its Affiliates may not distribute Client Compliance Information to third parties if such Client Compliance Information is identified by Client in writing as being confidential in nature and subject to the nondisclosure provisions of Section 7.

#### 3.2 Limitations.

**3.2.1 Use Limitations.** Client access to and use of the Licensed Products is limited by the Usage Parameters specified in the applicable Order. User logins and IDs may not be shared or used by more than one individual during any given period of time. Client may, however, delete and add Authorized User logins or IDs from time to time, as reasonably necessary to accommodate changes in personnel and duties, subject at all times to any applicable Usage Parameters. Client is responsible and liable for all access to and use of the Licensed Products by any Authorized Users or otherwise occurring under Client Subscriptions, logins, or IDs, regardless of by whom.

**3.2.2 Excess Use.** Client's use of the Licensed Products is subject to the restrictions of the Agreement, as well as any Usage Parameter limitations stated in the Order. Any use of the Licensed Products that exceeds this scope will be subject to additional Fees. Such additional Fees accrue from the date the excess use began.

**3.2.3 Prohibited Conduct.** Except as expressly permitted by this Agreement, Client shall not, directly or indirectly, without Company express prior written consent: (a) access, use or permit the use of, reproduce, distribute, modify, encumber, time-share, license, sublicense, rent, lease, sell, resell, transfer, or otherwise make available to any third party

any of the Licensed Products; (b) reverse engineer, decompile, disassemble, extract, or otherwise derive or attempt to derive the source code of any Licensed Products or other software provided or made available by Company; (c) defeat or attempt to defeat any security mechanism of any Licensed Products or of any website(s) from which such Licensed Products are made available; (d) remove, obscure, or alter any trademark or copyright, confidentiality or other rights notice or legend appearing on or in any Licensed Product or other materials provided or made available by Company; (e) build a product or service using similar ideas, features, functions content or graphics of the Licensed Products or Professional Services; and (f) knowingly permit any third party to do any of the foregoing. Client shall not use any Licensed Product: (x) to store, send, or provide access to materials that would infringe any intellectual property right or violate any privacy right of any third party; or (y) in any manner that violates or does not comply with applicable laws and regulations.

**3.3 Suspensions.** Company may temporarily limit or suspend Client's or any Authorized User's access to Cloud Services if Company reasonably believes such access may result in harm to the Cloud Service, other Company Clients, or the rights of third parties such that immediate action is required to avoid damages. Company will notify Client of the limitation or suspension without undue delay. Company will limit the suspension or limitation in time and scope as reasonably possible under the circumstances.

**3.4 Third Party Web Services.** Cloud Services may include integrations with third party web services residing on external websites, whereby the Cloud Services may access such web services subject to the terms and conditions of those third parties. In such case, Client agrees that Company is only responsible for providing technical access to the content of such integrated websites, and the services and content of such websites are the sole responsibility of the applicable third parties.

**3.5 Licensed Products Enhancements.** Company may develop and implement enhancements to the Licensed Products to reflect technical advances and to allow for the Cloud Service's continuing compliance with applicable law. Company will inform Client regarding such enhancements within a reasonable period of time before the change is scheduled to take effect by email, the Company website, release notes, or within the Licensed Products. Company may also perform analyses utilizing Client Data and information derived from Client's use of the Licensed Products for purposes of improving the Licensed Products. Any such analyses will anonymize and aggregate all personal data to abide by all privacy laws and the DPA.

**3.6 Reservation of Rights.** Client acknowledges and agrees that: (i) the licenses granted under this Agreement or any Order do not constitute any sale of any Licensed Product or the media in which same is embodied, and do not convey any title or ownership rights in the Licensed Product; (ii) the Licensed Product may incorporate software and Content provided by Company under sublicense from Company's Affiliates, (iii) the Licensed Product may incorporate software and Content provided by Company and/or its Affiliates under license from third party vendors (the "Third Party Vendors"); and (iv) each such Third Party Vendor is an intended third party beneficiary of this Agreement and the applicable Order with respect to any software or Content under license from such Third Party Vendor. All rights not expressly granted to Client herein are expressly reserved by Company.

## 4 PROFESSIONAL SERVICES AND SUPPORT

**4.1** Company shall perform the Professional Services as specified in any attached Order as applicable. By way of example and not limitation, Company may perform Professional Services with respect to authoring, classification, compliance, configuration, customization, implementation, on-site inventory, training or other services as may be related to the Licensed Products, as well as associated emergency response support services. Each SOW will include as a minimum: (i) a description of the Professional Services and any Deliverable to be delivered to Client; (ii) the scope of the Professional Services; (iii) the schedule for the provision of such Professional Services; and (iv) the applicable Fees for the Professional Services, if not specified elsewhere. Changes to an Order or SOW will require, and shall become effective only when, fully documented in a written change order ("Change Order") signed by the duly authorized representatives of the Parties

**4.2** Each Party will designate in each SOW an individual who will be the primary point of contact between the Parties for all matters relating to the Professional Services. Client will cooperate with Company, will provide accurate and complete information, will provide Company with such assistance and access as Company may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the applicable SOW. If applicable. While on Client premises for Professional Services, Company personnel will comply with reasonable Client rules, regulations and policies regarding safety, conduct and security made known to Company.

**4.3** Company shall further provide support for the Licensed Products as specified in the Order and any applicable SLA. Support services may also be included as part of the Professional Services.

## 5 FEES AND PAYMENT

**5.1 Fees.** Client shall pay Company the fees specified or described in any Order or SOW for the corresponding Licensed Products, Subscriptions and Professional Services (the “Fees”), and any additional applicable Fees if Client exceeds the allotted Usage Parameters specified in any Order or SOW. Client further agrees to reimburse and pay Company’s pre-approved, reasonable, out-of-pocket expenses related, for example, to travel and lodging, express shipping (including insurance) and similar expenses incurred by Company in providing the Professional Services or otherwise (“Expenses”). Unless expressly stated otherwise herein or in an Order or SOW: (a) all currency amounts agreed to by the Parties shall be in U.S. dollars; (b) payment obligations are non-cancelable and Fees paid are non-refundable; (c) all amounts payable under this Agreement will be made without deduction, setoff or withholding, including fees levied by third party procurement services and the like. Annual Fee increases will be as detailed in the applicable Order.

**5.2 Invoicing and Payment.** Unless otherwise specified in an Order, Company will invoice i) Subscription and associated Fees to Client annually in advance and ii) Professional Services Fees monthly in arrears. All invoiced amounts are due and payable within thirty (30) days after the date of the applicable invoice or the due date otherwise indicated in the applicable Order or SOW. Any amount due hereunder and not received by Company by the applicable due date shall bear an additional charge of one and one-half percent (1.5%) per month (or the maximum rate permissible under applicable law, if less than the foregoing) from the date due until paid. Company reserves the right to suspend Client’s access and use of the Licensed Products or Company’s provision of Professional Services if Client fails to pay any undisputed, past-due Fees or Expenses within thirty (30) days after receiving written notice thereof from Company, until all past-due Fees and Expenses are paid in full.

**5.3 Taxes.** Fees and Expenses do not include, and (unless Client provides Company with a valid tax exemption certificate) Client shall pay, all sales, use, value added, and other taxes, all customs and import duties, and all similar levies, duties, and taxes imposed at any time (now or in the future) by any relevant jurisdiction (whether federal, state, or local in the United States or any applicable jurisdiction of any other country) in connection with this Agreement or the purchase, sale, or provision of the Licensed Products or Professional Services to Client hereunder, excluding taxes on Company’s income, property and employees.

## 6 PROPRIETARY RIGHTS

**6.1 Client Data.** As between the Parties, Client owns and shall retain all right, title, and interest in and to any chemical inventory lists, safety data sheet content, and other data, in the form of documents or otherwise, provided or uploaded by Client or Client Affiliates in the course of its use of the Licensed Products or Company’s provision of the Professional Services (“Client Data”). Notwithstanding the foregoing, Client hereby grants Company a royalty-free, perpetual, irrevocable, non-exclusive, worldwide right and license to use, reproduce, distribute and make derivative works of all Client Data that Client posts to Company’s database (or that may be otherwise provided to, or acquired by, Company for or on behalf of Client) and to incorporate such Client Data in other works, in any form, media, or technology.

**6.2 Company Licensed Products and Professional Services.** Subject to the limited rights expressly granted in this Agreement, the Licensed Products and Professional Services (including all associated software, Content and databases) and all intellectual property and other rights, title and interest therein, including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, modifications, configurations, derivative works, processes, methods, designs and know-how (regardless of whether copyrightable or patentable) pertaining to any of the foregoing (all of which are deemed to be part of the Licensed Products and Professional Services) belong to Company, its Affiliates and licensors, who are third party beneficiaries of this Agreement as it pertains to their proprietary rights. The Licensed Products and Professional Services are protected by copyright and other intellectual property laws, and Company may in its sole discretion incorporate certain measures in a Licensed Product or Professional Services to prevent unauthorized use. Company may provide licenses in the Licensed Products and Professional Services to third parties that are similar to those provided to Client hereunder, and Company may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques gained in the provision of the Licensed Products and Professional Services to the Client, provided that, in each case, no Confidential Information of Client is disclosed.

## 7 CONFIDENTIALITY; PRIVACY

**7.1 Confidentiality Restrictions.** Each Party shall use at least the same efforts that it uses to protect its own proprietary and confidential information (but not less than reasonable care) to: (a) hold the Confidential Information of the other Party in confidence and protect such Confidential Information from disclosure to third parties; (b) use and reproduce the Confidential Information of the other Party only for the purposes described herein; (c) restrict access to the Confidential Information of the other Party to such of its and its Affiliates’ respective personnel, agents, and consultants as have a need for access and who are subject to legally binding obligations of confidentiality substantially similar to those

set forth herein; and (d) upon termination or expiration of this Agreement or the request of the other Party, return or destroy all Confidential Information of the other Party then in its possession or control; provided that any Confidential Information of the other Party held in archives or back-up systems of the Receiving Party shall be allowed to expire and be deleted or destroyed in accordance with the receiving Party's reasonable archiving or backup policies that are consistent with industry standards. As between the Parties, each Party's Confidential Information shall be and remain solely the property of such Party. A Receiving Party may disclose Confidential Information of the Disclosing Party only to those of its employees and advisors having a need to know such Confidential Information and shall take reasonable precautions to ensure that its employees comply with the provisions of this Section. Each Party may disclose Confidential Information of the other Party to the extent required by applicable law, regulation or legal process provided that the Receiving Party: (i) provides prompt legal notice to the extent permitted; (ii) provides reasonable assistance, at Disclosing Party's cost, in the event the Disclosing Party wishes to oppose the disclosure; and (iii) limits the disclosure to that required by law, regulation or legal process. In the case of a breach of the confidentiality provisions of this Section, the Parties hereby agree that their respective remedies at law are inadequate, and consent to equitable enforcement of their obligations under said sections, by a court of appropriate equity jurisdiction hereunder.

**7.2 Privacy.** Client will collect and maintain all personal data contained in the Client Data in compliance with applicable data protection law. Client acknowledges that except as described in this Agreement, the information provided by Client to Company or that Company collects will be used and protected as described in the Company Privacy Notice available at <https://www.verisk3e.com/privacy>.

## 8 TERM AND TERMINATION

**8.1 Agreement Term.** The term of this Agreement shall commence on the Effective Date and shall continue until twelve (12) months after the date upon which no Subscriptions, Orders or SOWs remain in force and effect, as described in this Section 8 (the "Term").

**8.2 Subscription Term.** Unless earlier terminated under the terms of this Agreement, the term of each Licensed Product Subscription purchased in an Order shall commence on the Order start date, and will continue for an initial period of three (3) years thereafter except if expressly specified otherwise in the Order (the "Initial Term"); and upon the expiration of the Initial Term, the applicable Subscription shall be automatically renewed for successive one (1) year periods (each a "Renewal Term"), unless either Party issues a written cancellation notice to the other Party at least thirty (30) days prior to the end of the Initial Term or current Renewal Term. The Initial Term plus all successive Renewal Terms up until the date of termination shall be collectively referred to as the "Subscription Term" of the applicable Subscription.

**8.3 SOW Term.** Each SOW shall take force and effect on the date executed by both Parties or as otherwise stated therein and, unless earlier terminated in accordance with this Agreement, shall continue until all Professional Services to be provided thereunder have been completed or for any specific time period described in the SOW ("SOW Term").

**8.4 Termination for Cause.** Either Party may terminate this Agreement and/or any individual Order or SOW then in effect immediately and without penalty, upon providing written notice thereof to the other Party, if the other Party materially breaches this Agreement or the affected Order or SOW and, if such breach is curable, fails to cure such breach within thirty (30) days after receiving written notice reasonably describing the breach from the non-breaching Party.

### 8.5 Effects of Termination.

**8.5.1** Upon any termination or expiration of this Agreement: (a) all Licensed Product Subscription licenses granted to Client under any Order shall automatically terminate and be revoked, and Client shall immediately cease use of all such Licensed Products; (b) Company shall discontinue all Professional Services provided under any SOW(s); (c) each Party shall, subject to Section 7.1, immediately discontinue all use of the other Party's Confidential Information and return to the other Party (or, at the other Party's option, destroy) all copies of the other Party's Confidential Information then in such Party's possession or control, and certify in writing such return or destruction; and (d) Client shall promptly pay to Company all outstanding Fees and amounts that accrued or became payable under this Agreement or any applicable Order or SOW through the effective date of termination or expiration.

**8.5.2** Upon any termination or expiration of any individual Order(s) or SOW(s): (a) all Licensed Product Subscription licenses granted to Client under the affected Order(s) shall automatically terminate and be revoked, and Client shall immediately cease use of all such Licensed Products; (b) Company shall discontinue all Professional Services provided under the affected SOW(s); and (c) Client shall promptly pay to Company all outstanding Fees and amounts that accrued or became payable under the applicable Order(s) or SOW(s) through their effective date of termination or expiration.

**8.5.3** Upon any termination or expiration of this Agreement for any reason, all attached Orders and SOWs shall also automatically terminate. If an individual Order or SOW is terminated or expires under this Agreement or by its terms, this Agreement and any other Orders and/or SOWs shall be unaffected and shall not automatically terminate.

## **9 WARRANTIES**

**9.1 Licensed Products and Professional Services.** Company warrants that: (a) throughout the applicable Subscription Term, each Licensed Product will conform to all material operational features and performance characteristics of the accompanying Documentation supplied by Company, and (b) the Professional Services will be performed in a competent, professional and workmanlike manner in material accordance with standards common and prevalent in the industry and with the requirements contained in the applicable SOW provided that, with respect to either clause (a) or clause (b), Client must notify Company in writing of any failure to conform to the foregoing warranties within thirty (30) days after, as applicable, the material defect or error was first encountered or the applicable Professional Services were performed. The warranties in this Section 9.1 shall not apply to the extent that any failure to conform with such warranties arises or results from causes outside of Company's reasonable control, including: (i) misuse, modification, or configuration of a Licensed Product by Client or any third party not under the direction or control of Company; or (ii) other causes within Client's computing environment or otherwise within Client's control or the control of third parties that are not under Company's direction or control, including problems or issues with third-party software applications, hardware, network, or Internet connectivity.

**9.2 Remedies.** For any failure of any Licensed Product or Consulting Service, as applicable, to conform to their respective warranties, Company's liability and Client's sole and exclusive remedy shall be for Company, in the case of a breach of the warranty set forth in Section 9.1(a) and/or (b), to use commercially reasonable efforts to correct such failure; or, in the case of a breach of the warranty set forth in Section 9.1(b) to re-perform the affected Professional Services. If the foregoing remedies are not commercially practicable, Company may, in its sole discretion, terminate the applicable Order or SOW upon providing Client with written notice thereof, and, as Client's sole and exclusive remedy, refund to Client (a) in the case of breach of the warranty set forth in Section 9.1(a) Subscription Fees paid by Client with respect to the unexpired portion of the current Subscription Term for the non-conforming Licensed Products; or (b) in the case of breach of the warranty set forth in Section 9.1(b), any Fees paid by Client for the portion of Professional Services giving rise to the breach.

## **10 DISCLAIMER**

**10.1 General.** EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 9, NEITHER COMPANY NOR ITS LICENSORS, EMPLOYEES, AGENTS, DISTRIBUTORS, RESELLERS, PARENT, AFFILIATES OR SUBSIDIARIES MAKE ANY WARRANTIES OR REPRESENTATIONS (WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY) WITH RESPECT TO THE PRODUCTS, CONTENT, DATA, RELATED DOCUMENTATION, PROFESSIONAL SERVICES, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, ANY IMPLIED WARRANTIES OR CONDITIONS (INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT) AND ANY WARRANTIES THAT MIGHT ARISE THROUGH USAGE OF TRADE OR CUSTOM, COURSE OF DEALING, OR COURSE OF PERFORMANCE, ARE EXPRESSLY EXCLUDED AND DISCLAIMED. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, CONTENT, DATA, RELATED DOCUMENTATION AND PROFESSIONAL SERVICES ARE WITHOUT DEFECT OR ERROR FREE. COMPANY EXPRESSLY MAKES NO WARRANTIES REGARDING PROTECTION OF CLIENT DATA, AND BEARS NO RESPONSIBILITY FOR ESTABLISHING PROCEDURES FOR THE CREATION OF BACK-UP COPIES OR SECURITY OF CLIENT DATA OR OTHER INFORMATION.

**10.2 Third Party Content.** THE CONTENT AND DATA PROVIDED IN THE PRODUCTS AND PROFESSIONAL SERVICES HAVE BEEN OBTAINED FROM SELECTED GOVERNMENT SOURCES, THIRD PARTY LICENSORS AND OTHER RESOURCES THAT COMPANY BELIEVES TO BE DEPENDABLE; AND COMPANY USES COMMERCIALY REASONABLE EFFORTS TO VERIFY THE ACCURACY AND COMPLETENESS THEREOF AS OF THE DATE OF DELIVERY. NOTWITHSTANDING THE FOREGOING, CLIENT UNDERSTANDS AND AGREES THAT THE NATURE AND VOLUME OF THE CONTENT AND DATA ARE SUCH THAT ERRORS OF FACT, OMISSION AND JUDGMENT CANNOT BE COMPLETELY AVOIDED, AND THE ACCURACY AND COMPLETENESS OF SUCH REGULATORY CONTENT AND DATA AFTER THE DATE OF DELIVERY CANNOT BE ASSURED. CLIENT ACKNOWLEDGES AND AGREES THAT ALL SUCH CONTENT AND DATA ARE PROVIDED TO CLIENT "AS IS" AND "WITH ALL FAULTS". COMPANY WARRANTS THAT IT WILL PROVIDE THE CONTENT AND DATA TO CLIENT THROUGH THE PRODUCTS AND PROFESSIONAL SERVICES IN THE SAME CONDITION AS COMPANY RECEIVED SUCH CONTENT AND DATA FROM ITS SOURCES; HOWEVER, CLIENT ACKNOWLEDGES THAT COMPANY DOES NOT WARRANT OR GUARANTEE THAT SUCH CONTENT AND DATA AS RECEIVED BY COMPANY ARE ACCURATE

AND/OR COMPLETE, AND THAT REGULATIONS MAY CHANGE AFTER THE DATE OF DELIVERY OF SUCH CONTENT AND DATA.

## 11 LIMITATION OF LIABILITY

**11.1 Limitation of Liability.** EXCEPT FOR EACH PARTIES INDEMNIFICATION OBLIGATIONS AND CLAIMS ARISING FROM GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EITHER PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CLIENT AND ITS AFFILIATES HEREUNDER FOR THE PRODUCTS AND PROFESSIONAL SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY.

**11.2 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

## 12 INDEMNIFICATION

**12.1 Infringement Indemnification.** Company will defend, indemnify and hold harmless Client and each of its Affiliates and their respective officers, directors, employees and agents against any and all losses, liabilities, costs and damages (including reasonable attorneys' fees) (collectively "Losses") arising out of, or relating to, any claim, suit or action by a third party that the Licensed Products or Professional Services infringe, misappropriate or violate such third party's intellectual property rights. Company's indemnification obligations do not apply if: (a) the allegation does not state with specificity that the Licensed Product or Consulting Service is the basis of the claim; (b) the claim arises from the use or combination of the Licensed Products, Professional Services, or any part thereof with software, hardware, data, or processes not provided by Company, if the Licensed Product or Professional Services or use thereof would not infringe without such combination; (c) the claim arises from Client's breach of this Agreement or applicable Orders or SOWs; (d) the claim arises from continued possession or use of the Licensed Products and Professional Services by the Client after written notice from Company to cease possession or use. If Company receives information about an infringement or misappropriation claim related to a Licensed Product or Service, Company may in its discretion and at no cost to Client: (i) modify the Licensed Product or Service so that they are no longer claimed to infringe or misappropriate; (ii) obtain a license for Client's continued use of the Licensed Product or Service in accordance with this Agreement; or (iii) terminate Client's use of the Licensed Product or Service upon 30 days' written notice and refund Client a pro rata portion of any prepaid fees covering the remainder of the Subscription Term of the terminated Licensed Product or Service.

**12.2 Company General Indemnification.** Company will indemnify, defend and hold harmless Client, its Affiliates and their respective officers, directors, employees, agents from and against any Losses arising out of, or related to, any third party claim suit or action alleging injury or death to any individual or any loss or damage to real or tangible personal property, caused by the act or omission of Company or its officers, directors, employees or agents. The foregoing indemnification will not apply to the extent any such Losses arise out of, result from or in any way relate to any willful misconduct, gross negligence or noncompliance with applicable law by Client, its Affiliates or their respective officers, directors, employees or agents.

**12.3 Client General Indemnification.** Client will indemnify, defend and hold harmless Company, its Affiliates and their respective officers, directors, employees and agents from and against any Losses arising out of, or relating to, a claim, demand, suit or action by a third party alleging: (a) Client Data, or any hardware, software, or materials supplied by Client, violates applicable law or a third party's intellectual property rights; (b) Client's use of the Licensed Products or Professional Services; or (c) injury or death to any individual or any loss or damage to real or tangible personal property, caused by the act or omission of Client or its officers, directors, employees or agents. The foregoing indemnification will not apply to the extent any such Losses arise out of, result from or in any way relate to any willful misconduct, gross negligence or noncompliance with applicable law by Company, its Affiliates or their respective officers, directors, employees or agents.

**12.4 Indemnification Procedures.** All indemnification obligations in this Agreement are conditioned upon the party seeking indemnification: (a) promptly notifying the indemnifying party of the existence of the indemnifiable event; (b) granting authority to the indemnifying party to defend or settle any related action or claim (provided that the indemnifying



may not settle any claim without the consent of the indemnified party unless the settlement unconditionally releases indemnified party of all liability); and (c) providing, at indemnifying party's expense, such information, cooperation and assistance to indemnifying party as may be reasonably necessary to defend or settle the claim or action. An indemnified party's failure to give prompt notice shall not constitute a waiver of the right to indemnification and shall affect indemnifying party's indemnification obligations only to the extent that indemnifying party's rights are materially prejudiced by such failure or delay.

**12.5 Exclusive Remedy.** This Section 12 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

## 13 GENERAL

**13.1 Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes any prior representations, advertisements, statements, proposals, negotiations, discussions, understandings, or agreements regarding such subject matter. In addition, other than for Orders and SOWs, no additional terms, policies or requirements proposed by either Party (whether in electronic form or otherwise or associated with any purchase order, payment system, order documentation or otherwise) shall be applicable to this Agreement or any Licensed Products or Professional Services, at present or in the future, without the express written agreement or consent of the other Party. This Agreement may not be modified or amended except by a writing signed by an authorized representative of each of the Parties.

**13.2 Governing Law and Jurisdiction.** This Agreement shall be governed and construed in accordance with the laws of the State of New York, excluding its conflicts of law rules. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of competent jurisdiction (whether federal or state) sitting within the State and County of New York. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the Agreement.

**13.3 Anti-Bribery.** Neither Party has and will not in connection with this Agreement: (a) offer, promise or give a financial or other advantage to another person or business with the intention to induce or reward that person to perform improperly a relevant function or activity; (b) request, agree to receive or accept a financial advantage for the improper performance of a relevant function or activity; (c) bribe a foreign public official with the intent to influence the official and obtain or retain business or an advantage in the conduct of business; and/or (d) tolerate or accept any such behavior from its suppliers. Each Party warrants and represents that: (a) it has and will comply with all applicable bribery legislation, including the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act ("FCPA"); (b) it has in place a policy on anti-corruption that applies across its company, including subsidiaries; (c) the policy prohibits bribes of any form as described above, including kickback payments and facilitation payments; (d) it has not and will not use gifts or donations, politically or otherwise, to influence a stakeholder or business partner; (e) it has not and will not, in its relationship with the other Party (including its employees and contractors), offer excessive or lavish gifts, hospitality or donations or seek to obtain an improper business advantage with gifts, hospitality or donations; and (f) warrants that it is compliant with other relevant financial crime legislation, rules and standards, (e.g., in relation to trade and economic sanctions, money laundering and other crimes).

**13.4 Notice.** Other than routine administrative communications, which may be exchanged by the Parties via email or other means, and except as otherwise specified herein, all notices, consents, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (a) personal delivery; (b) the fifth business day after being sent by certified mail return receipt requested; or (c) day of receipt, as shown in the applicable carrier's systems, if sent via a generally recognized international express carrier. Company shall send notices to the Client at the address set forth in the applicable Order or SOW, as may be updated from time to time.

**13.5 Severability.** Every provision of this Agreement shall be construed, to the extent possible, as so to be valid and enforceable. If any provision of this Agreement (or portion thereof) is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision (or portion thereof) shall be deemed severed from this Agreement and all other provisions shall remain in full force and effect.

**13.6 Survival.** The provisions of this Agreement, and the rights, duties, and obligations of the Parties hereunder, which by their nature may be reasonably inferred to have been intended to survive termination, cancellation, completion, or expiration of this Agreement (including those set forth in Sections 3.2.4, 3.6, 5, 6, 7, 8.5, 10, 11, 12 and 13) will survive and continue as valid and enforceable rights, duties, and obligations.

**13.7 Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Any waiver by either Party must be in writing and shall apply solely to the instance to which directed.

**13.8 Assignment.** Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of a sale of all or substantially all of its assets or in the event of a merger, corporate reorganization or business consolidation of the Party (but excluding any assignment by Client to a competitor of Company). This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**13.9 Force Majeure.** Except for payment obligations hereunder, and notwithstanding anything in this Agreement to the contrary, neither Party shall be liable, or deemed to be in default, for any delay or failure in its performance hereunder, to the extent such delay or failure results from causes beyond the Party's reasonable control, including acts or omissions of the other Party or third parties not under the direction or control of such Party, acts of God, terrorism, war, civil insurrection, strikes or other organized labor interruption, third-party communications or Internet failures or interruptions, mechanical, electronic or other utility interruptions or failures, fire, explosions, floods, or other natural disasters, or any similar cause.

**13.10 No Third-Party Beneficiaries.** Except as expressly provided, there are no third-party beneficiaries to this Agreement.

**13.11 Independent Contractors.** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

**13.12 Headings and Recitals.** The paragraph headings in this Agreement are to be given no legal effect. The preamble recitals are included as an integral part of this Agreement and are to be given full legal effect.

**13.13 Execution.** This Agreement and any Order or SOW referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted in the form of an electronically scanned image (e.g., in .pdf form) or effected through means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.