



CUSTOMER PURCHASE TERMS AND CONDITIONS

IMPORTANT: PLEASE READ THESE CUSTOMER PURCHASE TERMS AND CONDITIONS CAREFULLY.

THESE CUSTOMER PURCHASE TERMS AND CONDITIONS (“AGREEMENT”) ARE LIMITED TO THOSE CONTAINED HEREIN. THESE TERMS APPLY TO YOUR (“YOU” or “YOUR” or “CUSTOMER”) PURCHASE OF CERTAIN PRODUCTS, SERVICES, SOFTWARE, AND/OR HOSTING SERVICES (ALL OF WHICH ARE DEFINED BELOW) PROVIDED AND SOLD BY STANLEY INDUSTRIAL & AUTOMOTIVE, LLC (“CRIBMASTER”), AS DESCRIBED IN YOUR CRIBMASTER ORDER FORM(S) (DEFINED BELOW). BY PLACING AN ORDER FOR PRODUCTS, SERVICES, SOFTWARE, AND/OR HOSTING SERVICES AS DESCRIBED IN YOUR CRIBMASTER ORDER FORM, YOU AGREE TO BE BOUND BY AND ACCEPT THIS AGREEMENT UNLESS YOU AND CRIBMASTER HAVE SIGNED A SEPARATE AGREEMENT THAT EXPRESSLY OVERRIDES THIS AGREEMENT, IN WHICH CASE THAT SEPARATE AGREEMENT WILL CONTROL.

YOU MAY ISSUE A PURCHASE ORDER OR OTHER FORM FOR ADMINISTRATIVE PURPOSES ONLY. ADDITIONAL OR DIFFERENT TERMS AND CONDITIONS CONTAINED IN ANY SUCH PURCHASE ORDER OR ANY FORM DELIVERED BY YOU (I) WILL BE NULL AND VOID AND (II) ARE HEREBY DEEMED TO BE MATERIAL ALTERATIONS AND NOTICE OF OBJECTION TO THEM AND REJECTION OF THEM IS HEREBY GIVEN. CRIBMASTER’S FULFILLMENT OF YOUR ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF YOUR TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THIS AGREEMENT. YOU AGREE THAT THIS AGREEMENT AND ANY CRIBMASTER ORDER FORMS ISSUED IN CONNECTION HERewith WILL CONTROL. NO COURSE OF PRIOR DEALINGS BETWEEN THE PARTIES AND NO USAGE OF TRADE WILL BE RELEVANT TO DETERMINE THE MEANING OF THE TERMS OF THIS AGREEMENT OR ANY CRIBMASTER ORDER FORM.

1. Definitions.

- (a) “CribMaster Order Forms” means collectively, any invoice, sales quote, purchase order form, Statement of Work, or other documentation provided by CribMaster in connection with the Products and/or Services provided hereunder.
- (b) “Deliverables” means the documents, work product, and other materials that are delivered to Customer hereunder or prepared by or on behalf of CribMaster in the course of performing the Services, each of which shall be set forth in one or more Statements of Work or other CribMaster Order Form.
- (c) “Effective Date” means the date specified on the cover page of this Agreement as the Effective Date.
- (d) “Hosting Services” means integrated application and data hosting services including the required infrastructure, operating systems, licenses, software, network and IT administration, security, and servers to deliver the CribMaster application, sold by CribMaster to Customer hereunder
- (e) “Products” means, collectively, (i) the tangible products, including, without limitation, any machines, component parts, hardware, accessories and other tangible items sold by CribMaster to Customer hereunder, (ii) all software, embedded, hosted or otherwise proprietary to and licensed by CribMaster to Customer hereunder, (iii) Hosting Services.
- (f) “Resultant Data” means data and information related to Customer’s use of the Products and/or Services that is collected, developed and/or used by CribMaster in an aggregate and anonymized manner, including without limitation to compile statistical and performance information related to the provision and operation of the Services.
- (g) “Services” means certain customized professional services to be provided by CribMaster hereunder.
- (h) “Shipping Date” means the date a Product is delivered to a carrier at CribMaster’s facility.

- (i) "Software" means collectively CribMaster-owned software, software embedded in products that is provided by CribMaster, and software provided by CribMaster under a license from a third party supplier (whether operating on a single computer, network or web hosted environment).
- (j) "Statement of Work" or "SOW" means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

2. Scope, Application of Agreement, and CribMaster Order Forms.

- (a) This Agreement governs the relationship between Customer and CribMaster with respect to Customer's purchase of the Products and Services and constitutes a binding contract between Customer and CribMaster. Customer agrees to be bound by and accepts the terms and conditions of this Agreement unless Customer and CribMaster have both executed a separate agreement which expressly overrides this Agreement.
- (b) Customer may issue a purchase order or other form for administrative purposes only. Additional or different terms and conditions contained in any such purchase order or any form delivered by Customer (i) will be null and void and (ii) are hereby deemed to be material alterations and notice of objection to them and rejection of them is hereby given. CribMaster's fulfillment of Customer's order does not constitute acceptance of any of Customer's terms and conditions and does not serve to modify or amend this Agreement. Customer agrees that this Agreement and any CribMaster Order Forms issued in connection herewith will control. No course of prior dealings between the parties and no usage of trade will be relevant to determine the meaning of the terms of this Agreement or any CribMaster Order Form.

3. Orders, Pricing, and Payment.

- (a) Orders. All Customer-issued purchase orders are subject to acceptance by CribMaster.
- (b) Pricing. The price for the Products and Services will be set forth in the applicable CribMaster Order Form.
- (c) Payments. Unless otherwise set forth in the applicable CribMaster Order Form: (i) all terms are net 30 days, (ii) payment must be made via acceptable form such as credit card, check, wire transfer, or other electronic method. Failure to pay within specified terms may, at the option of CribMaster result in (a) the suspension of the Services and/or any customer support with respect to Products, (b) the imposition of interest charges at the rate of a 1.5% per month or the highest allowed by law, whichever is lower, (c) the suspension or withholding from Customer, without liability, of Software updates to CribMaster-owned Software by CribMaster, and/or (d) the termination of this Agreement by CribMaster effective immediately upon written notice to Customer. All reasonable travel, lodging, car rentals, and meal expenses will be billed to the Customer unless otherwise specified in the applicable SOW. Any sales and use taxes shall be added to the invoice. In the event Customer claims exemption from sales and use taxes, Customer must promptly provide CribMaster with the appropriate tax exemption certificate from the taxing authority.
- (d) Keys. Customers acknowledges that Customer will be given a key code which will give it access to certain Products for the permitted number of users for which license fees have been paid. In the event Customer desires to increase the maximum number of users, Customer shall first obtain CribMaster's prior authorization and pay additional license fees to CribMaster as determined by CribMaster's then current pricing structure.
- (e) Maintenance Renewal Fees. After the first year of this Agreement and with respect to the Products, Customer must pay the maintenance renewal fees as specified in the applicable CribMaster Order Form ("Maintenance Renewal Fees") to attain access to (a) customer support for the Products (as specified in the Exhibits hereto) and (b) any CribMaster proprietary software upgrades. The Maintenance Renewal Fees will be automatically billed following the end of the first year of this Agreement, and annually on the anniversary thereof, unless Customer gives written notice of non-renewal to CribMaster no later than

sixty (60) days prior to the end of the current contract year. In the event Customer elects not to pay the Maintenance Renewal Fees but subsequently requests such services, Customer must first repay the Maintenance Renewal Fees that would have been due had Customer not terminated such services.

- (f) Third-Party Fees. CribMaster may immediately pass-through to Customer any fees and fee increases by third-party resellers for any third-party resold services identified in the applicable CribMaster Order Form (“Third-Party Resold Services”).

4. Representations and Warranties. Each party represents to the other party that:

- (a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization, or chartering;
- (b) it has the full right, power, and authority to enter into this Agreement and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative whose signature is set forth on the cover page hereof has been duly authorized by all necessary corporate action of the party; and
- (d) when executed and delivered by such party, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

5. Warranty Disclaimer. WITH THE EXCEPTION OF THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND ANY APPLICABLE CRIBMASTER FORMS, CRIBMASTER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO THE PRODUCTS SOLD, SERVICES, RENDERED, AND/OR DELIVERABLES PROVIDED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND/OR NONINFRINGEMENT.

6. Limitation of Liability. CRIBMASTER WILL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR (A) ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF PROFIT, LOST TIME, LOSS OF DATA, LOSS OF USE OF ANY EQUIPMENT, COST OF PROCUREMENT OF SUBSTITUTE PRODUCTS, TECHNOLOGY OR SERVICES, REGARDLESS OF (A) WHETHER CRIBMASTER HAS BEEN ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES, (B) IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE, AND (C) THE THEORY UPON WHICH SUCH LIABILITY IS PREMISED. UNLESS OTHERWISE SET FORTH IN AN APPLICABLE CRIBMASTER ORDER FORM IN THE EVENT OF ANY LIABILITY INCURRED BY CRIBMASTER HEREUNDER, THE ENTIRE LIABILITY OF CRIBMASTER FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED THE DOLLAR AMOUNT PAID BY CUSTOMER FOR THE PRODUCT(S) OR SERVICES OR PORTION THEREOF GIVING RISE TO THE CLAIM.

The limitation of CribMaster’s liability set forth in this Section 6 will survive the expiration and/or termination of this Agreement.

7. Indemnity.

- (a) By CribMaster. CribMaster agrees to protect, defend, hold harmless and indemnify Customer, its officers, directors, employees, agents and customers from and against any and all claims, actions, liabilities, losses, costs, damages and expenses arising out of or related to any actual death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting in whole or in part from any actual defect in any Products or Services.
- (b) By Customer. Customer agrees to protect, defend, hold harmless and indemnify CribMaster, its officers, directors, employees, agents and customers from and against any and all claims, actions, liabilities, losses, costs, damages and expenses arising out of or related to any actual or alleged death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, resulting or claimed

to result in whole or in part from any actual or alleged (a) misuse of a Product by a user of the Product, or (b) misrepresentation by Customer or any of Customer's employees or agents in connection with a Product and/or Service.

8. Resultant Data Aggregation. Customer acknowledges and agrees that CribMaster shall be entitled to collect and utilize Resultant Data for the purposes of improving the performance of the Products and/or general marketing purposes. Any collection and use of Resultant Data hereunder shall be conducted in accordance with all applicable laws.

9. Trademarks. Customer acknowledges that CribMaster owns and/or is licensed to use and sublicense to third parties, certain trademarks, trade names, and other proprietary logos, slogans, and designs, whether registered or unregistered, in various countries around the world (herein separately and collectively referred to as the "Trademarks") that may be imprinted upon or otherwise associated with the Products and Services. Unless otherwise set forth in the applicable CribMaster Order Form, Customer acknowledges and agrees that no rights, license, or interest to or in the Trademarks is granted hereunder and that CribMaster retains all ownership of the Trademarks. Customer acknowledges and agrees that it is prohibited from altering, modifying, removing, obscuring or covering any Trademarks, copyright notices, or trademark notices or other proprietary rights legends placed on or embedded by CribMaster in the Products, Software, or otherwise included in the Services and/or Deliverables.

10. Product-Specific Terms and Conditions. Any purchase and sale of Products hereunder shall be governed as set forth below. For the avoidance of doubt, Exhibits B, C, and D, shall be CribMaster Order Forms for the purposes of this Agreement, including, in particular, Section 14(j) hereof.

- (a) Any purchase and sale of Products, other than Hosting Services, shall also be governed by the terms and conditions set forth in Exhibit B.
- (b) Customer's use of all Software and related documentation provided by CribMaster, shall be governed by the terms and conditions set forth in Exhibit C. Notwithstanding the foregoing, in some cases Customer may license software directly from a third party other than CribMaster. In those instances, such third party may require Customer to agree to the third party's terms and conditions, such as an end user license agreement, and that applicable agreement will exclusively govern Customer's use of such third-party software. Customer will look solely to that third party for any loss, claims or damages arising from or related to the provision of such third-party software.
- (c) Any purchase and sale of Hosting Services, shall also be governed by the terms and conditions set forth in Exhibit D.

11. Term and Termination.

- (a) Term. The Term applicable to any Products, Services, Software, and/or Hosting Services is set forth in the applicable CribMaster Order Form.
- (b) Termination without Breach. Unless otherwise set forth in a CribMaster Order Form, either party may terminate this Agreement at any time without cause, upon sixty (60) days' prior written notice to the other party.
- (c) Termination for Breach. CribMaster may terminate this Agreement immediately upon material breach of any term of this Agreement by providing Customer with thirty (30) days' written notice of such termination, including the nature of the breach upon which such notice is based, and Customer fails to cure such breach within such thirty (30) day notice period.
- (d) Termination for Insolvency. CribMaster may terminate this Agreement immediately by providing notice in writing to Customer, should any of the following events occur: (a) Customer shall make an assignment for

the benefit of creditors; (b) Customer shall admit in writing its inability to pay its debts as they mature; (c) a trustee or receiver of Customer is appointed by court; (d) a federal bankruptcy act which is acquiesced in or results in final adjudication in bankruptcy; or (e) Customer fails to perform any obligation herein.

- (e) Effect of Termination. Upon expiration or termination of this Agreement for any reason, Customer shall return all materials and information relating to the marketing, promotion, distribution and support of the Products. Nothing contained herein shall affect any rights or licenses granted to Customers or customers to use the Products previously granted by, under the authority of and paid for in full by Customer in accordance with the terms of this Agreement.

12. Personal Identifiable Information. Unless otherwise set forth in the applicable CribMaster Order Form, Customer represents and warrants to CribMaster that the Products and/or Services contemplated hereunder do not in any way involve CribMaster's handling of, access or exposure to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual ("PII"). In the event that the Products and/or Services or Deliverables involve PII in any way, Customer shall provide CribMaster with fifteen (15) days' prior written notice. Pursuant to Exhibit D to this Agreement, the parties will then decide if Standard Contractual Clauses or other documentation is necessary under relevant privacy laws. Any such required documentation shall be in effect prior to CribMaster's receipt of PII. The terms of Exhibit D shall apply to any PII received by CribMaster.

13. Confidentiality. "Confidential Information" means information that is provided to or obtained by one party from the other that is valuable, not generally known by the public but which does not rise to the level of a Trade Secret and may include, without limitation, computer software programs, documentation, data, reports, records, verbal communication, and/or materials related to either party's company or products. "Trade Secrets" means information which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Confidential Information and Trade Secrets are collectively referred to herein as "Information." Information includes all such information which has not been in the public domain prior to receiving this Information from the other party, including any affiliations, contracts, and knowledge that either party may have access to or which may be disclosed to the receiving party as a consequence of the business relationship entered into by the parties. In consideration for each party furnishing the Information to the other party, each party hereto agrees to the following: (a) All Information is considered highly sensitive and strictly confidential. Accordingly, each party shall maintain such Information in the utmost confidence. With respect to CribMaster Information, the Customer shall not use or exploit the Information for any purpose other than evaluating and providing recommendations to a prospect or customer regarding CribMaster solutions. (b) The receiving party shall limit disclosure and transfer of Information to the receiving party's employees, officers, representatives, and agents that have a legitimate need to review or have access to the Information. In the event Customer wishes to employ independent professionals for the sole purpose of assisting Customer in analyzing the supply chain and inventory management structure and recommending solutions to the customer, then Customer may divulge the Information to such third parties provided that prior to doing so, CribMaster is notified and approves all such third parties. Customer shall require all such third parties to be bound by the non-disclosure obligations of this Agreement. (c) The actions of negligence of the receiving party's employees, officers, agents or other representatives referred to herein shall be deemed the actions of the receiving party with respect to the Information, and any unauthorized use or disclosure of Information shall constitute a material breach hereof and shall cause irreparable harm and loss to the disclosing party. The terms set forth above shall survive with respect to (i) Confidential Information for a period of five (5) years following expiration or termination of this Agreement for any reason; and (ii) Trade Secrets for so long as the respective information qualifies as a trade secret under applicable law. The rights of the parties set forth in this Section 13 shall be in addition to and not an abrogation of any existing non-disclosure and/or confidentiality agreement between the parties; provided, however, that in the event of any conflict between the terms of this Section 13 and any such existing agreement, this Section 13 shall prevail.

14. General.

- (a) Binding Agreement and Assignments. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. This Agreement is not transferable or assignable without the prior written consent of the other party and any purported transfer or assignment in violation hereof shall be void and of no force and effect, provided that CribMaster may at any time assign or transfer any or all of its rights or obligations under this Agreement without Customer's prior written consent to any affiliate or to any entity acquiring all or substantially all of CribMaster's assets.
- (b) Waiver. No waiver of any provision or breach shall be implied by failure to enforce any rights or remedies herein provided, and no express waiver shall affect any provision or breach other than that to which the waiver is applicable and only for that occurrence.
- (c) Force Majeure. Neither party shall be liable for any failure, inability or delay to perform hereunder (except the payment of money), if such failure, inability or delay is due to circumstances beyond its reasonable control, including, but not limited to, acts of God, war, terrorism, strike, lockout, labor disturbance, epidemic or pandemic, social conflict, fire, explosion, earthquake or sabotage.
- (d) Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Delaware without giving effect to choice of law provisions. The parties agree that the venue for any actions brought pursuant to this Agreement shall be either the Courts of the State of Delaware, or the U.S. District Court for the District of Delaware.
- (e) Disputes. If any dispute arises in connection with this Agreement, the parties will attempt to settle it by mediation in accordance with the Judicial Arbitration & Mediation Services, Inc. ("JAMS"). The mediation will start, unless otherwise agreed between the parties, within fifteen (15) days of one party issuing a written request to mediate to the other. The mediation will take place in Hartford, Connecticut. Any agreement reached through mediation shall be governed by, construed, and interpreted in accordance with the laws of the State of Delaware. If the dispute is not settled by mediation within fifteen (15) days of commencement of the mediation or within such further period as the parties may agree in writing either party may issue arbitration or court proceedings in Hartford, Connecticut. JAMS shall be the appointing body and administer the arbitration. The JAMS rules in force at the time the arbitration is initiated shall be applied in any arbitration commenced pursuant to this clause.
- (f) Independent Contractor. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits. Neither party is authorized to, or will, make any representation, contract, or commitment on behalf of the other party.
- (g) Entire Agreement. This Agreement and each CribMaster Order Form issued hereunder sets forth the entire Agreement and understanding between the parties with respect to the subject matter hereof, and replaces any prior oral or written communications. For the avoidance of doubt, the attached Exhibits hereto and each CribMaster Order Form issued hereunder or in connection herewith are made a part of this Agreement. This Agreement shall not be supplemented, modified or amended except by a written instrument signed by duly authorized representatives of Customer and CribMaster, respectively, and no other person has or shall have the authority to supplement, modify or amend this Agreement in another manner.
- (h) Severability. In the event any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.
- (i) Headings and Interpretations. The headings of the Sections of this Agreement are intended solely for

convenience or reference, and shall be given no effect in the construction or interpretation of this Agreement. Each party has been or has had the opportunity to be represented by counsel in connection with this Agreement and, accordingly, any rule of law or legal doctrine that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived. The use of the masculine pronoun herein shall, where the context so indicates, be deemed to include the feminine and the neuter and vice versa, and the use of the singular shall be deemed to include the plural and vice versa.

- (j) Order of Precedence. In the event of any conflict or inconsistency of terms among the various documents that, at any given time, constitute this Agreement, the order of precedence that shall apply is as follows, with each listed document or type of document superseding and prevailing over any subsequently listed document or type of document, and with later executed documents prevailing over earlier documents of the same type, each solely to the extent of any irreconcilable conflict or inconsistency of the terms and conditions thereof: (i) change orders or other modifications to CribMaster Order Forms that are executed by the parties after the Effective Date of this Agreement; (ii) CribMaster Order Forms executed after the Effective Date of this Agreement; and (iii) this Agreement. Any preprinted terms and conditions on Customer purchase orders or other documents shall be deleted and be void and of no effect.
- (k) Counterparts. This Agreement may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This Agreement shall not be deemed executed unless and until at least one counterpart bears the signature of each party's designated signatory.
- (l) Remedies. CribMaster's remedies shall be cumulative and remedies specified herein do not exclude any remedies allowed by law.

EXHIBIT A – STATEMENT OF WORK FOR PROFESSIONAL SERVICES

This Statement of Work ("**SOW**"), issued pursuant to, and adopts and incorporates by reference the terms and conditions of, that certain Master Purchase Agreement ("**Master Agreement**"), which was entered into on the Effective Date set forth on the cover page thereto, by and between Stanley Industrial & Automotive, LLC, a Delaware limited liability company, with a place of business at 1955 West Oak Circle, Marietta, GA 30062 ("CribMaster") and [CUSTOMER], a [STATE OF ORGANIZATION] [TYPE OF ENTITY] ("**Customer**", and together with CribMaster, the "**Parties**," and each, a "**Party**"), as it may be amended from time to time.

This SOW is effective beginning on [DATE] ("**SOW Effective Date**") and will remain in effect until [DATE/CONTINGENCY] ("**Expiration Date**"), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW, the Master Agreement, and any applicable CribMaster Order Form. Capitalized terms used but not defined in this SOW shall have the meanings set out in the Master Agreement.

1. **Scope of Work.** [PROJECT SUMMARY].
2. **Work Schedule and Deliverables.** The relevant milestones, completion dates, and terms associated with this SOW are as follows:

Line Item	Task	Completion Date
1		
2		
3		

The relevant deliverables associated with this SOW are as follows:

Line Item	Quantity	Deliverable	Delivery Date	Delivery Location
4				
5				
6				

3. Pricing. All costs listed below are based on the scope and assumptions included in this SOW.

Item	Price [per unit/[OTHER]]	[Cost Structure]
Total:		

4. Proprietary Rights and Ownership of Deliverables. CribMaster does not convey or transfer, nor does Customer obtain, any right or interest in any of the software programs, systems, tools, data, materials, or processes utilized or provided by CribMaster in connection with the performance of this Agreement. Unless otherwise expressly set forth herein and only to the extent that any such software is owned by CribMaster, CribMaster grants to Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable, royalty-free license to use the technology embedded in the Services provided under this Agreement. Ownership rights in the Deliverables shall transfer from CribMaster to Customer only upon Customer's payment in full therefor.

5. Customer Responsibilities. Customer, at its sole expense, shall:

- (a) Allow employees or agents of CribMaster reasonable access to the premises and facilities where the Services are to be provided. Customer shall not require CribMaster's personnel to sign any document as a condition of gaining access to Customer's premises and facilities that has not been approved in advance by CribMaster.
- (b) Provide for the installation, maintenance, and proper functioning of all products not provided by CribMaster which are necessary for CribMaster to perform the Services or provide the Deliverables, including, without limitation, electric power, electrical wiring, cabling, telephone equipment, computers, modems, printers, tables, etc. shall be Customer's sole responsibility.
- (c) Ensure the timely backup, removal, protection, and restoration, as applicable, of any programs, data and removable storage media contained in the computer products, hardware or software, before rendering same for Services and the restoration of all data after the completion of the Services.
- (d) Provide suitable environmental conditions for performance of the Services and delivery of the Deliverables.
- (e) Provide reasonable assistance to CribMaster as requested or as set forth herein.
- (f) Use the Services and the Deliverables only as intended and with equipment and software recommended by Customer, or the applicable manufacturers and software providers.
- (g) Encrypt data before transmission via the internet to any cloud-based data storage or other service

(minimum 256 bit encryption) and undertake reasonable security and backup precautions while using Third-Party Resold Services, including but not limited to cloud services.

- (h) Comply with all applicable law and use policies.
- (i) Ensure that only its authorized personnel have access to Confidential Information, PII (each as defined herein), other data, or use of Third-Party Resold Services, including but not limited to cloud services.
- (j) Pay, discharge, and be responsible for, all licensee fees, business, sales, use, or other similar taxes or assessments charged or levied by reason of the services performed or Deliverables provided to Customer under this Agreement; provided, however, that if CribMaster is required to remit any fee, tax, or duty on behalf of or for the account of Customer, Customer will reimburse CribMaster within ten (10) days after CribMaster notifies Customer in writing of such remittance.

Upon the failure of Customer to comply with the responsibilities set forth in this Section 6 (“Non-compliance”), CribMaster may, at its option, refuse to perform any service where Non-compliance has occurred until such Non-compliance has been cured to the reasonable satisfaction of CribMaster without any liability or obligation under this Agreement or any applicable law; provided further, that CribMaster may charge Customer at its then current labor rates for any service call at which no service was performed by CribMaster as a result of Non-compliance. Third-Party Resold Services may be suspended for Non-compliance, during which time Customer may not have access to data.

6. Time/Days/Place for Service/Service Level Agreement. CribMaster agrees to provide the Services during local service hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding holidays. Local legal holidays will apply. All Service completion and Deliverable delivery schedules provided by CribMaster are estimates and are provided for planning purposes only.

7. Limited Warranties.

- (a) The Services shall be performed in a good workmanlike and professional manner. The Deliverables shall materially conform with the specifications set forth on Exhibit A hereto at the time they are delivered to Customer. The foregoing limited warranties are expressly contingent upon Customer fulfilling the Customer responsibilities set forth above and any other conditions that may be specified herein. In the event Customer finds any Services or Deliverables provided hereunder to be nonconforming with the foregoing limited warranties, CribMaster shall promptly correct such Services or Deliverables to conform with such limited warranties. In the event that CribMaster is unable to correct such Services or Deliverables after three (3) opportunities to do so in accordance with this Section 8(a), CribMaster shall reimburse to Customer the payments made to CribMaster for such Services or Deliverables. To the extent CribMaster is supplying third party hardware or software as part of the Services or Deliverables, such hardware and software shall be provided solely with the manufacturers’ or publishers’ standard end user warranties, if any. CribMaster makes no independent warranties whatsoever with regards to third party hardware or software. The foregoing constitutes Customer’s sole remedy for Service or Deliverable warranty claims.
- (b) Third-Party Resold Services are provided “AS IS.”

8. Disclaimer of All Other Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, CRIBMASTER DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED UNDER LAW, INCLUDING THE WARRANTIES OF NON-INGRIMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CRIBMASTER DOES NOT PROMISE THAT THE SERVICES OR DELIVERABLES PROVIDED, INCLUDING THIRD-PARTY RESOLD SERVICES, WILL BE ERROR-FREE OR THAT CUSTOMER’S COMPUTER PRODUCTS, HARDWARE OR SOFTWARE, OR ACCESS TO THIRD-PARTY RESOLD SERVICES, WILL OPERATE WITHOUT DIMINISHMENT OR INTERRUPTION.

9. Acceptance Criteria. Customer shall accept Services and Deliverables that materially conform with the

specifications set forth on Exhibit A hereto.

10. Subcontracting. CribMaster may subcontract Services, including on-site Services to be provided to Customer under the applicable SOW. Such subcontracting will not release CribMaster from any of its obligations in this Agreement.

11. Independent Contractor. Nothing in this SOW, and no course of dealing between the parties, shall be construed to create an employment or agency relationship or a partnership between a party and the other party. Each party shall be solely responsible for payment of its employees' salaries (including withholding of income taxes and social security), workers' compensation, and all other employment benefits. Neither party is authorized to, or will, make any representation, contract, or commitment on behalf of the other party.

12. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of Delaware without giving effect to choice of law provisions. The parties agree that the venue for any actions brought pursuant to this SOW shall be either the Courts of the State of Delaware, or the U.S. District Court for the District of Delaware.

13. Severability. In the event any term or provision of this SOW is determined to be invalid, illegal or unenforceable, the remaining terms and provisions will continue in full force and effect if the essential terms and conditions of this SOW for each party remain valid, binding and enforceable.

14. Counterparts. This SOW may be executed in duplicate counterparts. Each such counterpart, if executed by both parties, shall be an original and all such counterparts together shall constitute but one and the same document. This SOW shall not be deemed executed unless and until at least one counterpart bears the signature of each party's designated signatory.

EXHIBIT B – PRODUCT-SPECIFIC TERMS AND CONDITIONS

These Product-Specific Terms and Conditions shall govern any the purchase and sale of any Products purchased under the Master Purchase Agreement, to which these Terms and Conditions are attached and made a part thereof.

1. Pricing. Customer may obtain Products at the prices reflected on the applicable CribMaster Order Form.

2. Delivery. Title to the Products and risk of loss or damage during shipment pass from CribMaster to Customer upon delivery to a carrier at CribMaster's facilities (F.O.B. Origin, freight prepaid and added.) CribMaster will make every reasonable effort to meet scheduled shipping dates, but those dates are estimates only and not binding contractual commitments, and CribMaster will not be responsible or liable for its failure to meet any shipping date. For the avoidance of doubt and notwithstanding the foregoing, title to any Software purchased and/or licensed hereunder will remain with CribMaster and Customer's rights therein shall be governed by the Master Purchase Agreement.

3. Customer Support. Subject to Customer's satisfying its payment obligations under the Agreement, CribMaster shall provide reasonable technical support to Customer's technical personnel by telephone or electronic mail between the hours of 8 a.m. and 6 p.m. (EST) Monday through Friday (excluding holidays) to resolve problems relating to the use and operation of the Products.

4. Installation. Installation is the sole and exclusive responsibility of the Customer, unless installation is purchased as a separate Service in accordance with the Master Purchase Agreement.

5. Limited Warranties. CribMaster warrants and represents to Customer that the Products: (a) will, at the time of delivery, materially conform to the specifications provided to Customer; and (b) do not knowingly violate or infringe any valid U.S. patent, trademark, copyright, or other intellectual property right of any third party. The

knowing non-infringement warranty shall not apply to any infringement which results from (i) any modifications or derivatives developed by Customer or its customer(s) or their employees or contractors, (ii) any unit or copy of the Products, or any part thereof manufactured and produced by Customer, or (iii) any combination by Customer of the Products, or any unit or copy thereof, with equipment or software or other items not supplied by CribMaster, and Customer shall indemnify CribMaster for damages suffered by CribMaster resulting solely from subsections (i), (ii), and (iii) of this Section 5. Additional Product-specific warranties may be listed in the applicable CribMaster Order Forms.

6. Exclusive Remedy. In the event that a Product is nonconforming with the limited warranties set forth in Section 5 above CribMaster will use commercially reasonable efforts to repair, replace, re-perform, or otherwise correct, as applicable, any such nonconforming Product. If CribMaster is unable to repair, replace, reperform, or otherwise correct such nonconforming Product within a reasonable time after receiving written notice thereof, CribMaster shall reimburse to Customer the payments made to CribMaster for such Product. With respect to the warranty set forth in Section 5(b), if the Product becomes, or in CribMaster's opinion is likely to become, the subject of such an infringement or similar claim, CribMaster may, at CribMaster's option and expense, either procure the right for Customer to continue using the Product, or replace or modify such Product so that it becomes non-infringing. If neither of the foregoing alternatives is available on terms that CribMaster, in its sole discretion, deems reasonable, CribMaster shall reimburse to Customer the payments made to CribMaster for such Product. In such event, Customer will promptly cease using the infringing Product under this Agreement. The remedies set forth in this Section 6 constitute the Customer's sole remedy for any warranty claims hereunder.

EXHIBIT C – CRIBMASTER APPLICATION SOFTWARE EXHIBIT

THE FOLLOWING TERMS AND CONDITIONS APPLIES TO YOUR USE OF ALL SOFTWARE AND RELATED DOCUMENTATION PROVIDED BY CRIBMASTER, INCLUDING CRIBMASTER OWNED SOFTWARE, SOFTWARE EMBEDDED IN HARDWARE ("EMBEDDED SOFTWARE") THAT IS PROVIDED BY CRIBMASTER, AND SOFTWARE PROVIDED BY CRIBMASTER UNDER A LICENSE FROM A THIRD PARTY SUPPLIER (COLLECTIVELY, THE "SOFTWARE") WHETHER OPERATING ON A SINGLE COMPUTER, NETWORK OR WEB HOSTED ENVIRONMENT, AND SUPPLEMENTS THE TERMS OF THE AGREEMENT. READ THE TERMS AND CONDITIONS OF THIS EXHIBIT CAREFULLY BEFORE CONTINUING USE OF THE SOFTWARE. YOU (EITHER AN INDIVIDUAL OR A SINGLE ENTITY) MUST AGREE TO THE TERMS OF THIS EXHIBIT BEFORE USING THE SOFTWARE. BY INSTALLING OR OTHERWISE USING THE SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THE TERMS OF THIS EXHIBIT. IF YOU ARE NOT WILLING TO BE BOUND BY THE TERMS OF THIS EXHIBIT, YOU SHOULD PROMPTLY RETURN ALL SOFTWARE TO CRIBMASTER.

1. License Grant. CribMaster hereby grants to you, and you accept, a limited, non-exclusive, non-transferrable, non-sublicensable license to access and use the Software in object-code-only form, and the accompanying user documentation, only for your internal business purposes and only as otherwise authorized in this Exhibit. The maximum number of users authorized to simultaneously access and use the Software is set forth in the applicable CribMaster Order Form. Embedded Software may only be used with the hardware in which it is embedded, and may not be transferred or otherwise removed from such hardware. You agree that you will not assign, sublicense, transfer, pledge, lease, rent, or share your rights to the Software. You may not modify, adapt, alter, translate, or create derivative works of the Software, and may not merge the Software with any other software or code. Upon loading or accessing the Software, other than Embedded Software, into or on your computer, you may retain the media on which the Software was delivered to you (if any) for backup purposes. No copies of the Software or any portion thereof may be made by you or any person under your authority or control.

2. Licensor's Rights. You acknowledge and agree that all intellectual property rights in the Software are owned by CribMaster and its suppliers, or each of their licensors, and is protected under U.S. copyright law and trade secret laws of general applicability. You further acknowledge and agree that all right, title, and interest in and to the Software are and shall remain with CribMaster or its suppliers, as applicable. This Exhibit nor the Agreement convey to you any interest in or to the Software. Instead, you are granted only a revocable, limited right to use the Software in accordance with the terms of this Exhibit and the Agreement.

3. Limitation on Reverse Engineering. You may not reverse engineer, decompile, disassemble or otherwise

attempt to derive the source code of the Software unless such activity is expressly permitted by applicable law.

4. Term. This License Agreement becomes effective upon your use of the Software and shall continue until termination. You may terminate this License Agreement at any time by ceasing use of the Software and, at CribMaster's sole discretion, returning the Software and all copies thereof (if any) and extracts therefrom to CribMaster (if and as applicable). CribMaster may terminate this License Agreement upon breach by you of any term hereof. Upon such termination, you agree to cease all use of the Software and return to CribMaster the Software and all copies and portions thereof (if any).

5. Copyright. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the Software), the accompanying printed materials, and any copies of the Software are owned by CribMaster or its suppliers, or each of their respective licensors. The Software is protected by copyright laws and international treaty provisions. You may copy the printed materials accompanying the Software for your internal use only.

EXHIBIT D – HOSTING SERVICES TERMS AND CONDITIONS

These Terms and Conditions (the "**Terms and Conditions**") shall govern any Hosting Services (as defined below) required by any of the Products and/or purchased under the Master Purchase Agreement, to which these Terms and Conditions are attached and made a part thereof.

1. Definitions. Solely for the purposes of these Terms and Conditions, the terms below shall have the meaning ascribed to them below:

- (a) "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN, or other security code, method, technology, or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Hosting Services.
- (b) "Action" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
- (c) "Affiliate" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.
- (d) "Authorized User" means Customer's employees, consultants, contractors and customers (a) who are authorized by Customer to access and use the Hosting Services under the rights granted to Customer pursuant to these Terms and Conditions; and (b) for whom access to the Hosting Services has been purchased hereunder.
- (e) "CribMaster Materials" means the Hosting Services, Documentation and CribMaster Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans, or reports, that are provided or used by CribMaster or any Subcontractor in connection with the Hosting Services or otherwise comprise or relate to the Hosting Services or CribMaster Systems. For the avoidance of doubt, the term "CribMaster Materials" includes Resultant Data and any information, data, or other content derived from CribMaster's monitoring of Customer's access to or use of the Hosting Services, but does not include Customer Data.
- (f) "CribMaster Personnel" means all individuals involved in the performance of Services as employees, agents, or independent contractors of CribMaster or any Subcontractor.
- (g) "CribMaster Systems" means the information technology infrastructure used by or on behalf of CribMaster in performing the Hosting Services, including all computers, software, hardware, databases, electronic

systems (including database management systems) and networks, whether operated directly by CribMaster or through the use of third-party services.

- (h) "Customer Data" means information, data, and other content, in any form or medium, that is collected, downloaded, or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data, or content by or through the Services. For the avoidance of doubt, Customer Data does not include Resultant Data or any other information reflecting the access or use of the Services by or on behalf of Customer or any Authorized User.
- (i) "Documentation" means any manuals, instructions, or other documents or materials that CribMaster provides or makes available to Customer in any form or medium and which describe the functionality, components, features, or requirements of the Services or CribMaster Materials, including any aspect of the installation, configuration, integration, operation, use, support, or maintenance thereof.
- (j) "Harmful Code" means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data Processed thereby; or (b) prevent Customer or any Authorized User from accessing or using the Hosting Services or CribMaster Systems as intended by these Terms and Conditions.
- (k) "Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws and all similar or equivalent rights or forms of protection, in any part of the world.
- (l) "Losses" means any and all losses, damages, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- (m) "Permitted Use" means any use of the Hosting Services by an Authorized User for the purpose of storing Customer Data collected through the Customer's, or its Authorized Users', use of CribMaster software.
- (n) "Person" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- (o) "Personal Information" means any information that identifies an individual or relates to an identifiable individual that is collected through use of the Hosting Services.
- (p) "Process" means to take any action or perform any operation or set of operations that the Hosting Services are capable of taking or performing on any data, information, or other content. "Processing" and "Processed" have correlative meanings.
- (q) "Representatives" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, CribMaster's, sublicensees, subcontractors and legal advisors.
- (r) "Resultant Data" means data and information related to Customer's use of the Hosting Services that is collected, developed or used by CribMaster in an aggregate and anonymized manner, including without limitation to compile statistical and performance information related to the provision and operation of the Hosting Services.
- (s) "Security Incident" means any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of, or damage to Customer Data, or any other unauthorized Processing of Customer Data.
- (t) "Sensitive Personal Information" means any of the following types of Personal Information: (i) social

security number, taxpayer identification number, passport number, driver's license number or other government-issued identification number; (ii) credit or debit card details or financial account number, with or without any code or password that would permit access to the account or credit history; or (iii) information on race, religion, ethnicity, sex life or practices or sexual orientation, medical or health information, genetic or biometric information, biometric templates, political or philosophical beliefs, political party or trade union membership, background check information or judicial data such as criminal records or information on other judicial or administrative proceedings.

- (u) "Hosting Services" means the data hosting services described in the Pricing Terms Sheet attached hereto as Schedule A and incorporated herein.
- (v) "Service Level Failure" means a material failure of the Hosting Services to meet the Availability Requirement.
- (w) "Service Unavailability" means the Hosting Services are not available for access and use by Customer and its Authorized Users over the Internet and the unavailability is not due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User that does not strictly comply with these Terms and Conditions; (b) Customer Failure; (c) Customer's or its Authorized User's Internet connectivity; (d) Force Majeure Event; (e) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by CribMaster pursuant to these Terms and Conditions; (f) Scheduled Downtime; (g) disabling, suspension, or termination of the Hosting Services pursuant to 2.7 (Suspension or Termination of Services); or (h) Harmful Code.
- (x) "Third-Party Materials" means materials and information, in any form or medium, including any software, documents, data, content, specifications, products, equipment, or components of or relating to the Hosting Services that are provided by CribMaster and are not proprietary to CribMaster.

2. Services.

- 2.1. **Access and Use.** Subject to and conditioned on Customer's and its Authorized Users' compliance with these Terms and Conditions, CribMaster hereby grants Customer a non-exclusive, non-transferable right to access and use the Hosting Services during the Term for the Permitted Use, solely for use by Customer or its Authorized Users in accordance with the terms and conditions herein and pursuant to validly issued Access Credentials. The total number of Authorized Users will not exceed the number set forth in **Schedule A**, except as expressly agreed to in writing by the parties and subject to any appropriate adjustment of the Fees payable hereunder.
- 2.2. **Documentation License.** CribMaster hereby grants to Customer a non-exclusive, non-transferable license to use the Documentation during the Term solely for Customer's or its Authorized Users' internal business purposes in connection with its use of the Hosting Services.
- 2.3. **Service and System Control.** Except as otherwise expressly provided in these Terms and Conditions, as between the parties with respect to the Hosting Services:
 - (a) CribMaster has and will retain sole control over the operation, provision, maintenance and management of the CribMaster Materials; and
 - (b) Customer has and will retain sole control over the operation, maintenance and management of and all access to and use of, the Customer Systems (as defined in Section 8.3 below) and sole responsibility for all access to and use of the CribMaster Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Hosting Services or CribMaster; (ii) results obtained from any use of the Hosting Services or CribMaster Materials; and (iii) conclusions, decisions, or actions based on such use.
- 2.4. **Reservation of Rights.** Nothing in these Terms and Conditions grants to Customer or any Authorized User any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Hosting Services, CribMaster Materials, or Third-Party Materials, whether expressly, by implication,

estoppel, or otherwise. All right, title and interest in and to the Hosting Services, the CribMaster Materials and the Third-Party Materials are and will remain with CribMaster and the respective rights holders in the Third-Party Materials.

- 2.5. **Changes.** CribMaster reserves the right, in its sole discretion, to make any changes to the Hosting Services and CribMaster Materials that it deems necessary or useful to: (a) maintain or enhance: (i) the quality or delivery of CribMaster's services to its customers; (ii) the competitive strength of or market for CribMaster's services; or (iii) the Hosting Services' cost efficiency or performance; or (b) to comply with applicable law. Without limiting the foregoing, either party may, at any time during the Term, request in writing changes to the Hosting Services. No requested changes will be effective unless and until memorialized in a written change order signed by both parties. Notwithstanding any other provision in these Terms and Conditions, CribMaster shall not be liable for any Service Unavailability or disruption to the Hosting Services arising from a custom program or script written or provided by Customer or an Authorized User, regardless of whether such custom program or script is accepted and/or implemented by CribMaster.
- 2.6. **Subcontractors.** CribMaster may from time to time in its discretion engage third parties to perform Services that will have access to Personal Information (each, a "**Subcontractor**"), subject to the following conditions: (a) CribMaster will maintain a list of the Subcontractors and will provide this list to Customer upon Customer's request; (b) CribMaster will provide Customer prior notice of the addition of any Subcontractor to this list and the opportunity to object to such addition(s); and (c) if Customer makes such an objection on reasonable grounds and CribMaster is unable to modify the Hosting Services to prevent access to Customer Data by the additional Subcontractor, Customer will have the right to terminate the relevant Processing. CribMaster will, prior to engaging any Subcontractor, enter into an agreement with such third party that is at least as restrictive as these Terms and Conditions.
- 2.7. **Suspension or Termination of Services.** CribMaster may, directly or indirectly, suspend, terminate, or otherwise deny Customer's, any Authorized User's, or any other Person's access to or use of all or any part of the Hosting Services or CribMaster Materials, without incurring any resulting obligation or liability, if: (a) CribMaster receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires CribMaster to do so; or (b) CribMaster believes, in its good faith and sole discretion, that: (i) Customer or any Authorized User has failed to comply with any term of these Terms and Conditions, or accessed or used the Hosting Services beyond the scope of the rights granted or for a purpose not authorized under these Terms and Conditions or in any manner that does not comply with any instruction or requirement of the specifications; (ii) Customer or any Authorized User is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with any of the Hosting Services; (iii) these Terms and Conditions expire or is terminated; or (iv) suspension, termination, or any other denial of access is reasonably required to address Harmful Code. This Section 2.7 (Suspension or Termination of Services) does not limit any of CribMaster's other rights or remedies, whether at law, in equity, or under these Terms and Conditions. If Customer or any Authorized User's access to the Hosting Services is suspended under this Section 2.7 and later reinstated, CribMaster reserves the right to charge Customer a reconnection fee, in addition to the Fees.

3. Use Restrictions; Service Usage and Data Storage.

- 3.1. **Use Restrictions.** Customer shall not and shall not permit any other Person to, access or use the Hosting Services or CribMaster Materials except for the Permitted Use and as expressly permitted by these Terms and Conditions and, in the case of Third-Party Materials, the applicable third-party license agreement. For purposes of clarity and without limiting the generality of the foregoing, Customer shall not, except as these Terms and Conditions expressly permits:
- (a) exceed any bandwidth or storage space limitations for Customer's account, if any, or attempt to circumvent or alter the processes or procedures to measure time, bandwidth, utilization, or other methods to document use of the Hosting Services;
 - (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any Services or CribMaster Materials to any Person other than Authorized Users;

- (c) bypass or breach any security device or protection used by the Hosting Services or CribMaster Materials or access or use the Hosting Services or CribMaster Materials other than by an Authorized User through the use of his or her own then valid Access Credentials;
- (d) input, upload, transmit, or otherwise provide to or through the Hosting Services or CribMaster Systems, any information or materials that are unlawful or injurious, or contain, transmit, or activate any Harmful Code;
- (e) access or use the Hosting Services or CribMaster Materials in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other CribMaster customer), or that violates any applicable law; and
- (f) Otherwise access or use the Hosting Services or CribMaster Materials beyond the scope of the authorization granted under these Terms and Conditions or in an unlawful or illegal manner.

3.2. **Service Usage and Data Storage.** Any Fees for designated levels of usage and data storage (each a “**Service Allocation**”) will be set forth in the applicable CribMaster Order Form, beginning with the Fees payable by Customer for the levels of usage and data storage in effect as of the Effective Date. CribMaster will notify Customer in writing if Customer has reached eighty (80) percent of its then current Service Allocation and Customer may increase its Service Allocation and corresponding Fee obligations in accordance with this Agreement and **Schedule A**. If Customer exceeds its Service Allocation for any relevant period, Customer shall also pay to CribMaster the applicable excess usage and storage Fees set forth in the applicable CribMaster Order Form. Customer acknowledges that exceeding its then-current Service Allocation may result in service degradation for Customer and other CribMaster customers and agrees that (i) CribMaster has no obligation to permit Customer to exceed its then-current Service Allocation and (ii) no denial of service by CribMaster as a result of Customer voluntarily or involuntarily exceeding its then-current Service Allocation shall be deemed to be an event of Service Unavailability.

4. **Customer Obligations.**

- 4.1. **Customer Systems and Cooperation.** Customer shall at all times during the Term: (a) set up, maintain and operate in good repair all Customer Systems on or through which the Hosting Services are accessed or used; and (b) provide all cooperation and assistance as CribMaster may reasonably request to enable CribMaster to exercise its rights and perform its obligations under and in connection with these Terms and Conditions.
- 4.2. **Effect of Customer Failure or Delay.** CribMaster 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 these Terms and Conditions (each, a “**Customer Failure**”).
- 4.3. **Corrective Action and Notice.** If Customer becomes aware of any actual or threatened activity prohibited by Section 3.1 (Use Restrictions), Customer shall and shall cause its Authorized Users to, immediately: (a) take all reasonable and lawful measures within their respective control that are necessary to stop the activity or threatened activity and to mitigate its effects (including, where applicable, by discontinuing and preventing any unauthorized access to the Hosting Services and CribMaster Materials); and (b) notify CribMaster of any such actual or threatened activity.
- 4.4. **Notice.** Customer will be responsible for: (i) providing any necessary notices to individuals with respect to the Processing by and transfer of Personal Information to CribMaster pursuant to these Terms and Conditions, and (ii) ensuring it has the right to share Personal Information with CribMaster for the purposes described in these Terms and Conditions.

5. **Service Levels; Support.**

- 5.1. **Service Levels.** Subject to the terms and conditions of these Terms and Conditions, CribMaster will use commercially reasonable efforts to limit Customer’s Service Unavailability to less than ninety consecutive minutes as measured over the course of each calendar month during the Term (each such calendar month, a “**Service Period**”) (the “**Availability Requirement**”).

5.2. **Scheduled Downtime.** CribMaster will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Hosting Services during hours which are intended to minimize the adverse impact of such downtime on CribMaster's customers; and (b) give Customer at least thirty-six (36) hours prior notice of all scheduled outages of the Hosting Services ("**Scheduled Downtime**").

5.3. **Service Support.** Subject to Customer's satisfying its payment obligations under the Agreement, support for the Hosting Services is available by telephone and email during the hours of eight (8) a.m. and six (6) p.m. Eastern Standard Time, Monday through Friday, excluding holidays. CribMaster may provide notifications of Service Level Failures to Customer by telephone.

6. **Data Backup.** The CribMaster Systems are programmed to perform routine data backups consistent with CribMaster's Hosting Services Backup Strategy document, which is available upon the Customer's request. Customer may request its then most current back-ups of Customer Data from CribMaster, which CribMaster shall provide to Customer at Customer's expense. In the event of any loss, destruction, damage, or corruption of Customer Data caused by the CribMaster Systems or Services, CribMaster will, as its sole obligation and liability and as Customer's sole remedy, use commercially reasonable efforts to restore the Customer Data from CribMaster's then most current backup of such Customer Data. EXCEPT AS SET FORTH HEREIN CRIBMASTER HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

7. **Privacy & Data Protection.**

To the extent that CribMaster obtains, Personal Information from Authorized users through the Hosting Services, CribMaster agrees to the following:

7.1. **Use.** CribMaster will Process Personal Information on behalf of Customer to deliver Services in accordance with these Terms and Conditions or other documented instructions of Customer, whether in written or electronic form, or as otherwise required by applicable law. The scope, classification, purposes and details of Processing are described in the Description of Transfer attached hereto as **Schedule B**.

7.2. **Confidentiality.** CribMaster will hold Personal Information in strict confidence and impose confidentiality obligations on CribMaster personnel who will be provided access to, or will otherwise Process, Personal Information, including requiring personnel to protect all Personal Information.

7.3. **Information Security Program.** CribMaster will maintain a written information security program that contains appropriate administrative, technical, and physical safeguards to protect Personal Information against anticipated threats or hazards to its security, confidentiality or integrity.

7.4. **Cross-Border Transfers.** In connection with the performance of these Terms and Conditions, CribMaster may transfer Personal Information to various locations. CribMaster will protect Personal Information in accordance with these Terms and Conditions regardless of the jurisdiction in which it is located. If required by applicable law, the parties will enter into EU Standard Contractual Clauses (Controller to Processor) or other similar agreements to facilitate transfer of Personal Information cross border.

7.5. **Requests or Complaints from Individuals.** CribMaster will promptly notify Customer, unless specifically prohibited by laws applicable to CribMaster, if CribMaster receives: (i) any requests from an individual with respect to Personal Information Processed, including but not limited to opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Information, including allegations that the Processing infringes on an individual's rights. CribMaster will not respond to any such request or complaint, will cooperate with Customer with respect to any action taken relating to such request or complaint, and will seek to implement appropriate processes (including technical and organizational measures) to assist Customer in responding to requests or complaints from individuals. Customer is responsible for ensuring the accuracy of any Personal Information provided to CribMaster.

7.6. **Regulatory Requests.** At Customer's request, CribMaster will assist Customer in the event of an investigation by a competent regulator, including a data protection regulator or similar authority, if and to

the extent that such investigation relates to the Processing of Personal Information by CribMaster on behalf of Customer in accordance with these Terms and Conditions. CribMaster reserves the right to charge a reasonable fee to Customer for such requested assistance, to the extent permitted by applicable law.

7.7. **Unauthorized Access.** CribMaster will take appropriate actions to address incidents of unauthorized access to PII, including notifying CribMaster as soon as possible following any such incident. In the event of an incident of unauthorized access, CribMaster will allow Customer to determine whether any reports are required to be made or notices given (to public officials, data subjects, or any other person) and CribMaster will assist Customer with filing any such reports and giving any such notices.

7.8. **Audit.** CribMaster will provide to Customer, its authorized representatives, and such independent inspection body as Customer may appoint, on reasonable notice, a copy of our most recent independent audit. Audits are the expense of the Customer.

7.9. **Return or Disposal.** Upon termination or expiration of these Terms and Conditions for any reason or upon Customer's request and expense, CribMaster will return or destroy Personal Information, except as otherwise required by law applicable to CribMaster.

8. Security; Use of Customer Data.

8.1. **CribMaster Systems and Security Obligations; Use of Customer Data.** CribMaster will employ reasonable security measures in accordance with standard industry practice. This may include troubleshooting to prevent, find and fix problems with the operation of the Hosting Services. CribMaster will not use Customer Data or derive information from it for any advertising or other commercial purposes without your consent. CribMaster may use Resultant Data to improve the Hosting Services, or for any other lawful purpose.

8.2. Security Incident Procedures.

8.2.1. **Discovery by CribMaster.** In the event CribMaster confirms a Security Incident caused by CribMaster, CribMaster shall notify Customer within forty-eight (48) hours and shall, subject to applicable laws, regulations, or a governmental request, provide Customer with details of the Security Incident, to the extent available, including any information relating to the cause of the Security Incident. In the event of a Security Incident, CribMaster and Customer shall cooperate in good faith to resolve any privacy or data security issues involving Customer Data and to make any notifications to individuals affected by the Security Incident as required by law and equally share the cost of the same. If the Security Incident resulted from the negligence or malicious activity of Customer, any legally required notifications and actions shall be made at Customer's expense.

8.2.2. **Discovery by Customer.** In the event Customer becomes aware of a Security Incident related to the Hosting Services, Customer shall, in the most expedient time possible under the circumstances, notify CribMaster of the Security Incident and shall, subject to applicable laws, regulations, or a governmental request, provide CribMaster with details to the extent available about the Security Incident, including information related to the cause of the Security Incident. In the event of a Security Incident, Customer and CribMaster shall cooperate in good faith to resolve any privacy or data security issues involving Customer Data and to make any notifications to individuals affected by the Security Incident as required by law. If the Security Incident resulted from the negligence of Customer, any legally required notifications and actions shall be made at Customer's expense.

8.3. **Customer Control and Responsibility.** Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Hosting Services; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' Access Credentials; (e) all access to and use of the Hosting Services and CribMaster Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or

without Customer's knowledge or consent; and (f) all results obtained from and all conclusions, decisions and actions based on access or use of the Hosting Services and CribMaster Materials.

8.4. **Access and Security.** Customer shall employ physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Hosting Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Hosting Services.

8.5. **Prohibited Data.** Customer acknowledges that the Hosting Services are not designed with security and access management for Processing the following categories of information: (a) Sensitive Personal Information; (b) data that is classified and or used on the U.S. Munitions list, including software and technical data; (c) articles, services, and related technical data designated as defense articles or defense services; and (d) ITAR (International Traffic in Arms Regulations) related data; (e) or any other data the handling and/or storage of which is restricted pursuant to applicable law (each of the foregoing, "Prohibited Data"). Customer shall not, and shall not permit any Authorized User or other Person to, provide any Prohibited Data to, or Process any Prohibited Data through, the Hosting Services, the CribMaster Systems, or any CribMaster Personnel. Customer is solely responsible for reviewing all Customer Data and shall ensure that no Customer Data constitutes or contains any Prohibited Data.

8.6. **Use of Information of Customer Representatives.** Customer acknowledges that CribMaster will use information relating to Customer Representatives for its administrative purposes, such as administering these Terms and Conditions, billing, product updates and other similar uses.

9. Fees and Payment.

9.1. **Fees.** Customer shall pay CribMaster the fees set forth in the applicable CribMaster Order Form ("**Fees**") in accordance with this Section 9 (**Fees and Payments**).

9.2. **Taxes.** All Fees and other amounts payable by Customer under these Terms and Conditions are exclusive of taxes and similar assessments. Without limiting the foregoing, 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 CribMaster's income.

9.3. **Payment.** Customer shall pay all undisputed Fees within thirty (30) days after the date of the invoice therefor. Customer shall make all payments hereunder in U.S. dollars by the payment methods set forth in the invoice.

9.4. **Late Payment.** If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) CribMaster 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;

(b) Customer shall reimburse CribMaster for all reasonable costs incurred by CribMaster in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for thirty (30) days following written notice thereof, CribMaster may suspend performance of the Hosting Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

9.5. **No Deductions or Setoffs.** All amounts payable to CribMaster under these Terms and Conditions shall be paid by Customer to CribMaster in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason or any deduction or withholding of tax as may be required by applicable law).

9.6. **Fee Increases.** CribMaster may increase Fees by providing written notice to Customer at least thirty (30) calendar days prior to the date the Fees are to increase, at which time the applicable CribMaster Order

Form shall be deemed amended accordingly.

9.7. **Reimbursable Expenses.** Customer shall reimburse CribMaster for out-of-pocket expenses incurred by CribMaster in connection with performing the Hosting Services as set forth in the applicable CribMaster Order Form (“**Reimbursable Expenses**”).

SCHEDULE A -PRICING TERMS SHEET

1. Description of the Services:

CribMaster Hosting Services will:

- Provide the Hosting Platform for CribMaster solutions
- Perform recurring and emergency Maintenance
- Apply Security Patches
- Perform Upgrades upon request within a 2-week notice period
- Monitor the Database and Platform and provide reports
- Ensure High Availability and Failover
- Perform daily Backups
- Provide Disaster Recovery if required
- Enable new solution set-up within 2 weeks of customer’s request
- Provide SQL Enterprise

2. Pricing

The Services are quoted and charged in advance on an annual basis. CribMaster reserves the right to charge hosting services for any new software application.

Services will be charged at the initial purchase of the software applications and after the first year on a yearly basis using a prorated calculation.

CribMaster bills for every Connection. “Connection” means each Authorized User and device that connects to a web service, database, or utilizes the CribMaster SQL Agent and application resources to perform an action.

The hosting services fees and renewal fees shall be as set forth on the applicable CribMaster Order Form.

SCHEDULE B - DESCRIPTION OF TRANSFER

Individuals

The Personal Information transferred concern the following categories of individuals:

Categories of data

The Personal Information transferred concerns the following categories of data:

Sensitive Personal Information (if appropriate)

The Personal Information transferred concerns the following types of Sensitive Personal Information:

Processing operations

The Personal Information transferred will be subject to the following basic Processing activities: