

MASTER RELATIONSHIP AGREEMENT
INTERNAL TECHNOLOGIES, INC.

This Master Relationship Agreement (“MRA”), including all Order Forms, Statements of Work, Support Terms, Terms of Service and Acceptable Use, Standard Service Level Agreement, and Product Addendums (all such terms as defined below) agreed to by the parties (collectively, the “Agreement”), is between the entity listed below (“Customer” or “You”) and Internal Technologies, Inc. (“Internal”) and sets forth the terms and conditions under which Internal will make available certain Services and Beta Solutions (each as defined below), and how Customer will be permitted to use and access such Services and Beta Solutions. This Agreement is effective as of the effective date provided in the signature box, below (“Effective Date”). By signing this MRA, Customer and Internal agree to be bound by the terms of the Agreement.

YOU ACCEPT THIS AGREEMENT BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES OR BETA SOLUTIONS.

Internal’s direct competitors are prohibited from accessing the Services, Covered Solutions, and Beta Solutions except with Internal’s prior written consent. In addition, the Covered Solutions and Beta Solutions may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on July 17, 2023. It is effective between Customer and Internal as of the date of Customer’s accepting this Agreement.

TERMS AND CONDITIONS

1. DEFINITIONS

1.1. “**Affiliate**” means any person or entity that controls, is controlled by, or is under common control with a party to this Agreement. The term “control” as used in the immediately preceding sentence means the right to exercise, directly or indirectly, more than fifty percent of the voting rights attributable to the shares, partnership interests, membership shares, or similar evidences of ownership of an entity.

1.2. “**Beta Solutions**” or “**Pilot Solutions**” or “**Beta**” or “**Pilot**” means those projects undertaken by Internal, in which Customer shall have early beta access to software or technology provided by Internal before its widespread commercial release. These Beta Solutions do not include the Covered Solutions.

1.3. “**Blockify®**” means the process of creating new content and / or converting existing information, content, data, knowledge, documents, files, and the like into IdeaBlocks®.

1.4. “**Covered Solutions**” are SaaS (software-as-a-service) offerings which have been purchased by the customer pursuant to an Order Form. The Covered Solutions do not include Pilot Solutions or Beta Solutions.

1.5. “**Customer Data**” means the electronic data and information created, submitted, or input by Customer or its Users in connection with Services or Beta Solutions for the purpose of using the Covered Solutions or facilitating Customer’s use of the Covered Solutions excluding (i) Provided Content, (ii) reports, data, meta-data, assessments, analyses, schema, taxonomy, or compilations, collected by, derived from, created by or returned by the Services and Beta Solutions, including any derivative works thereto.

1.6. “**Documentation**” means user documentation that describes the principles of the operation or functionality of the Covered Solutions, as updated from time to time, and that are accessible by login to the applicable Covered Solution or Beta Solution or via Internal’s website.

1.7. “**IdeaBlock®**” means a modular component of content and associated metadata in any media format.

1.8. “**Internal Credit**” means a unit of measurement to calculate usage of the system’s various Covered Solutions.

1.9. “**Malicious Code**” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

1.10. “**Order Form**” means the ordering document for purchases of Services hereunder, including addenda thereto, that are entered into between Customer and Internal from time to time.

1.11. “**Product Addendum**” means the product addendum attached to this MRA that sets forth the additional terms and conditions specific to the Covered Solutions, if any, including but not limited to pricing information.

1.12. “**Professional Services**” means all content creation services, software training, configuration, data migration, consulting and professional services

performed by or on behalf of Internal for Customer pursuant to a Statement of Work (“SOW”) identifying Professional Services and this Agreement.

1.13. “**Provided Content**” means information or data created or obtained by Internal from publicly available or private sources or its third-party content providers and made available to Customer through the Services, Beta Solutions or pursuant to a Statement of Work (“SOW”), as more fully described in the Documentation.

1.14. “**Services**” means the Software and/or Technology, Support Services and Professional Services, collectively as line items detailed in the Order Form.

1.15. “**Subscription Fees**” means any fees relating to the Covered Solutions (including fees for additional Internal Credits, Support Services, and fees for exceeding Order Form Scope Limitations).

1.16. “**Subscription Term**” for the Covered Solutions means the period that Customer has the right to use the Covered Solutions and associated Documentation as set forth in the applicable Order Form, including the Initial Term and any Renewal Terms.

1.17. “**Support Services**” or “**Support**” means ongoing technical support services for the Covered Solutions, as further described in the applicable Support Terms and Conditions and Order Form (collectively, the “Support Agreement” see Attachment 1).

1.18. “**Users**” means individuals who are authorized by Customer to use the Covered Solutions, who have been supplied user identifications and passwords by Customer, who are authorized by Customer to use the Covered Solutions or Beta Solutions. “Users” may include but is not limited to Customer employees, consultants, contractors, agents, resellers, strategic partners, or third parties with which Customer transacts business; provided, however no User may be a direct competitor of Internal except with Internal’s prior written consent.

2. USE OF THE COVERED SOLUTIONS

2.1. Order Forms. Customer’s right to use any particular Covered Solution is only valid during the Subscription Term. Upon expiration of the Subscription Term, Customer must immediately stop using the Covered Solutions and remove all copies of it from its systems.

2.2. Use of the Covered Solutions. Subject to the terms and conditions of this Agreement, and any Internal Credit limitations on the applicable Order Form, Internal hereby grants to Customer and Customer hereby accepts from Internal a limited, non-exclusive, revocable, non-transferable (except as permitted in Section 14.3 (Assignability)), non-sublicensable right during the applicable Subscription Term to access and use the Covered Solutions and the Provided Content solely in connection with its own business operations.

2.3. Use of the Documentation. Subject to the terms and conditions of this Agreement, Internal hereby grants to Customer a limited, non-exclusive, revocable, non-transferable (except as permitted in Section 14.3 (Assignability)), non-sublicensable license during the applicable Subscription Term to reproduce, without modification, and internally use a reasonable

number of copies of the Documentation solely in connection with Users' use of the Covered Solutions in accordance with this Agreement.

2.4. Use Limitations. Customer's right to use the Covered Solutions, the Documentation, and the Provided Content is contingent upon Customer's compliance with the limitations on Customer's use of the Covered Solutions, the Documentation, and Provided Content specified in this Agreement. Customer agrees that if the maximum allowed usage (e.g., Internal Credits, or other limitations as defined in the Statement of Work or Order Form) for the Covered Solutions as specified in the applicable Order Form or Documentation ("Scope Limitations") is exceeded, then Customer shall notify Internal within 14 days after the limit exceeded. Internal shall make an equitable adjustment in the Order Form price, and modify this Contract accordingly.

2.5. Reservation of Rights. Except for licenses provided hereunder, as between Internal and Customer, Internal and its licensors retain all right, title, and interest to all Services, Covered Solutions, Beta Solutions, Provided Content, software, products, works, and other intellectual property created, used, or provided by Internal including all related intellectual property rights, for the purposes of this Agreement. Internal owns all right, title, and interest in and to all modifications or derivatives of, and improvements to, the Covered Solutions, all Provided Content, Documentation, and any other part of the Services, Covered Solutions, or Beta Solutions (created by either party). No rights are granted to Customer hereunder other than as expressly set forth herein. Subject to the limited licenses granted herein, Internal acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data except as described in this Agreement.

2.6. Customer Data. Internal hereby acknowledges and agrees that all rights, title and interest in and to Customer Data are and shall remain the property of Customer and all intellectual property rights in Customer Data are the property of Customer. Customer hereby grants to Internal throughout the term of this Agreement, and after the term, the necessary rights or license to use, reproduce, promote, distribute, modify, publicly display and perform, cache, and transmit Customer Data via the Covered Solutions solely as necessary for the purposes of this Agreement to enable Customer to use the Covered Solutions and to provide Customer the Covered Solutions. Customer grants to Internal a perpetual, irrevocable, non-exclusive, worldwide, royalty-free, non-transferable (except as permitted in Section 14.3 (Assignability)), non-sublicensable license to only use Customer Data which has been designated or labeled as Public, Unclassified, or Non-Confidential within the Covered Solutions, to train and improve the Covered Solutions, the Services, and any other software or services developed by Internal by building, analyzing, reviewing, running, training, testing and improving any and all elements of the Covered Solutions, including without limitation any algorithms, schema, taxonomy, meta-data, IdeaBlocks, Indexes, Stories, and machine learning models; provided however, that Internal will ensure that any such improvements to the Covered Solutions or Services will not directly incorporate or infringe any Customer Data or intellectual property unless explicitly authorized by Customer in writing. Customer shall provide Internal all Customer Data reasonably required for Internal's performance hereunder in the form and format described in the Covered Solutions Documentation or as otherwise stated by Internal and on the schedule specified by Internal. Customer agrees to abide by the following restrictions when using, processing, and otherwise interacting with data generated by Covered Solutions: (1) The Customer, their Affiliates, or 3rd Party Partners, Suppliers, Vendors, and Sub-contractors may not train AI models or other data processing solutions that Blockify data in whole or in part. (2) The Customer may not train AI models or other data processing solutions using IdeaBlocks (i) without an active Internal Subscription which covers such IdeaBlocks and (ii) on computing infrastructure that is not provided by Internal.

2.7. Protection of Customer Data. Internal represents and warrants that it has measures in place as described in the Documentation to prevent sharing of Customer Data, business operations, trade secrets, or other intellectual property with other customers or third parties, unless explicitly authorized to do so in writing by Customer. Internal will use commercially reasonable efforts to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. 60 days following any termination of this Agreement, Internal may elect to delete your Customer Data.

2.8. Feedback. Customer agrees to provide ongoing feedback to Internal regarding the Covered Solutions, including Customizations, identifying software bugs, functionality, usability, reliability, feature requests, compatibility, and recommending product enhancements or identifying product features that it believes should be eliminated ("Feedback"). If Customer provides any Feedback to Internal concerning the functionality and performance

of the Covered Solutions or execution of services (including but not limited to Customizations, data structures, meta-data, IdeaBlocks, Indexes, and schemas), identifying potential errors, improvements, enhancement requests, correction, or other Feedback relating to the operation of the Covered Solutions, Customer hereby assigns to Internal all right, title, and interest in and to the Feedback, and Internal is free to use the feedback without payment or restriction. Customer acknowledges and agrees that it will not earn or acquire any rights or licenses in, the Covered Solutions, or in any other Internal Intellectual Property rights on account of this Agreement or Customer's performance under this Agreement, even if Internal incorporates any Feedback into the Covered Solutions. Customer represents and warrants that Feedback does not contain any confidential or proprietary information. Internal reserves the right to reproduce, use, disclose, and distribute such Feedback without any obligation to the Customer.

2.9. Internal Personnel. Internal will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with Internal's obligations under this Agreement, except as otherwise specified in this Agreement.

2.10. Beta Solutions. From time to time, Internal may make Beta Solutions available to Customer. Customer may choose to try such Beta Solutions or not at its sole discretion. Internal may determine in its sole discretion the characterization of a release as an Update or Beta Solution. The specifications, features, functionality, and documentation of the Beta Solutions may be determined or modified by Internal in its sole discretion. Beta Solutions are for evaluation purposes only, are not supported, and may be subject to additional terms as set forth in supplemental exhibits. If Internal is hosting the Beta Solutions, from time to time, Internal may change the location where the Beta Solutions is provided or hosted. It may be necessary for Internal to perform scheduled or unscheduled repairs or maintenance, or remotely patch or upgrade the Beta Solution, which may temporarily degrade the quality of the Beta Solution or result in a partial or complete outage of the Beta Solution. Although Internal cannot guarantee that you will receive advance notice of repairs or maintenance, Internal will endeavor to provide at least 24 hours notice of scheduled updates and patches.

2.11. Future Services. Customer agrees that its purchases pursuant to this Agreement are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Internal regarding future functionality or features.

2.12. Exceeding Scope Limitations. Suspension of the operation of the Covered Solutions because of exceeding the scope limitations, as defined in the Order Form, shall not constitute an unplanned interruption.

3. CUSTOMER'S RESPONSIBILITIES

3.1. Account Credentials. Customer is solely responsible for maintaining the confidentiality of the administrator and User login identifications, passwords and account information.

3.2. Compliance and Use. Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, Classification, confidentiality designation, integrity and legality of Customer Data and of the means by which Customer acquired Customer Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Covered Solutions and all Documentation and immediately notify Internal in writing of any such unauthorized access or use or violation by Customer or its Users of this Agreement, (iv) use the Covered Solutions only in accordance with the Documentation and (v) comply with all applicable laws and government regulations. Customer will cooperate and assist with any actions taken by Internal to prevent or terminate unauthorized use of the Covered Solutions or any Documentation. Periodically, Internal may request that Customer provide a detailed and accurate accounting of the usage of the services, such as number of Internal Credits used, and other Scope Limitations detailed in the Order Form that Customer is currently using. Customer shall provide this information in writing within ten (10) business days of Internal's request. A Defect shall not include any defect, effort, or failure attributable to improper installation, operation, misuse or abuse of the Covered Solutions or any modification thereof by Customer.

3.3. Restrictions. Except as otherwise explicitly provided in this Agreement, Customer may not, and will not permit or authorize third parties to:

3.3.1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Covered Solutions or Documentation in any form or media

or by any means; or attempt to reverse engineer, decompile, disassemble, or otherwise reduce to human-perceivable form all or any part of the Covered Solutions; or

3.3.2. access all or any part of the Covered Solutions or Documentation in order to build a product or service that competes with the Covered Solutions or the Documentation;

3.3.3. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit the Covered Solutions or Documentation, or otherwise make the Covered Solutions or Documentation available to any third-party (e.g., as a service bureau), unless authorized in writing by Internal;

3.3.4. Modify or disable any security or other technological features, including Internal Credit tracking, require by Provider for the performance of the Covered Solutions.

3.3.5. make the Covered Solutions available to anyone other than Users;

3.3.6. use the Covered Solutions to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights;

3.3.7. use the Covered Solutions to store or transmit malicious code;

3.3.8. interfere with or disrupt the integrity or performance of the Covered Solutions or third-party data contained therein;

3.3.9. attempt to gain unauthorized access to the Covered Solutions or related systems or networks;

3.3.10. copy or access Provided Content except as permitted herein or in an Order Form or the Documentation; or

3.3.11. disassemble, reverse engineer, or decompile a Covered Solution or Provided Content or access it to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions or graphics of the Service, (iii) copy any ideas, data or content acquisition, processing, and distribution methods, features, functions or graphics of the Covered Solutions, or (iv) determine whether the Covered Solutions are within the scope of any patent.

3.3.12. Notwithstanding the foregoing, or any statement to the contrary herein, portions of the Covered Solutions may be provided with notices and open source licenses from such communities and third parties that govern the use of those portions, and any licenses granted hereunder do not alter any rights and obligations you may have under such open source licenses; however, the disclaimer of warranty and limitation of liability provisions in this Agreement will apply to all such software in this Covered Solutions distribution.

3.4. Customer Training and Certification. For each deployment, Customer agrees to always maintain at least one Customer employee, contractor, or consultant on staff who has become INTERNAL Certified by Internal. Internal will offer this certification to one customer employee per deployment at no additional cost.

3.5. Credit Usage Monitoring. Customer authorizes Internal access to Customer's Covered Solutions software environment at any time for the purpose of billing, monitoring, tracking, generating internal reports, validating, auditing, and ensuring proper accounting of Customer's Internal Credit usage of the Covered Solutions.

4. SUPPORT SERVICES

Support Services shall be provided in accordance with the terms of the applicable Support Terms and Conditions. See Attachment 1.

5. PROFESSIONAL SERVICES

For each request for Professional Services hereunder, the parties shall in good faith negotiate a SOW, each of which shall be deemed a part of this Agreement. A SOW may be a separate document executed by the parties or may be incorporated into an Order Form. Each SOW will specify the scope of work and specific terms of the project(s) to be performed by Internal. Travel expenses, including reasonable transportation, lodging and meal expenses, incurred in relation to the provision of pre-approved Professional Services will be reimbursed by Customer within 30 days and are in addition to the specified Professional Services fees. If Customer cancels a Professional Services visit

less than a week prior to the scheduled visit, Customer will pay all travel (such as hotel, flight) cancellation costs.

6. PAYMENT AND FEES

6.1. Fees. Customer will pay Internal the fees and any other amounts owing under this Agreement, plus any applicable sales, use, excise, or other taxes, as specified in the applicable Order Form or SOW. Fees are based on Covered Solutions or Beta Solutions purchased never to be less than the amount specified on the applicable Order Form or SOW, and may increase if the Scope Limitations are exceeded. Unless otherwise specified in the applicable Order Form or SOW, all amounts payable under this Agreement are denominated in U.S. dollars, and Customer will pay all such amounts in U.S. dollars. Customer's payment obligations are non-cancelable and fees paid are non-refundable. Quantities purchased by Customer cannot be decreased during the relevant subscription term.

6.2. Additional Internal Credits or Usage. Customer may purchase additional Internal Credits under this agreement using an Order Form for each new purchase referencing this Agreement, and Internal shall grant access to the Covered Solutions and the Documentation to such additional Internal Credits in accordance with the provisions of this Agreement.

6.3. Renewal Fees. Internal will give Customer at least 30 days' notice (which may be by email) of any proposed increase in the Covered Solutions fees or any new charges and fees prior to the end of the applicable Initial Term (as defined in Section 7.2) or any Renewal Term (as defined in Section 7.2). Customer will only be entitled to discounts granted for a multi-year commitment if the applicable Renewal Term is for a period equal to or greater than such multi-year commitment. Any other discounts offered for the Initial Term do not apply to Renewal Terms unless expressly provided in the applicable Order Form.

6.4. Invoices and Payment Terms. The Subscription Fees will be invoiced annually in advance. For multi-year term discounts to apply, the full multi-year term amount must be paid in full at the beginning of the subscription term. Fees for increases to the Scope Limitations will be invoiced upon receipt of Customer's notice of overage or request for such purchase. Fees for Professional Services will be invoiced upon execution of the applicable SOW. Customer will pay all amounts due within 30 days of the date of the applicable invoice via check or wire transfer to an account designated by Internal. Customer acknowledges that Subscription Fees for Renewal Terms are due on or by the first day of such Renewal Term.

6.5. Late Payments. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Customer will reimburse any costs or expenses (including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs) incurred by Internal to collect any amount that is not paid when due. In the event of default in the payment of any undisputed invoices, installments or interest for a period in excess of 60 days past their due date, Internal may, without notice or demand, declare the entire principal sum payable during the Term under all outstanding Order Forms and SOWs, immediately due and payable. If Customer believes that Internal has billed Customer incorrectly, Customer must notify Internal thereof (in writing) no later than 60 days after the date of the invoice, otherwise the amount invoice shall be conclusively deemed correct by the parties. Amounts due from Customer under this Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason.

6.6. Payment Disputes. Internal will not exercise its rights under this Section 6 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

6.7. Taxes. Other than net income taxes imposed on Internal, unless Customer provides Internal with a valid tax exemption or a properly completed direct pay certificate, Customer will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from this Agreement. Customer will pay any additional taxes as are necessary to ensure that the net amounts received by Internal after all such taxes are paid are equal to the amounts that Internal would have been entitled to in accordance with this Agreement as if the taxes did not exist, regardless of whether such taxes were included on the initial applicable invoice to Customer.

7. TERM, RENEWAL AND TERMINATION

7.1. **Agreement Term.** This Agreement will commence upon the Effective Date and continue until the Subscription Term for each Order Form has expired or is otherwise terminated in accordance with the terms of the applicable Order Form unless this Agreement is terminated earlier as set forth herein.

7.2. **Order Form Term.** The term for each Order Form shall commence on the effective date of the applicable Order Form (or, if no effective date is specified, on the date the Order Form has been executed by both Customer and Internal) and shall be in effect for the term specified in the Order Form provided, that if no such term is indicated in the Order Form, the initial term shall be for one year (the "Initial Term"). The term of each Order Form will automatically renew for successive periods equal to the length of the Initial Term (each, a "Renewal Term") unless a party provides written notice 30 days in advance of the expiry of the Initial Term or then-current Renewal Term of its desire to amend the duration of the Renewal Term or terminate the Order Form. The per-unit pricing during any Renewal Term will increase by up to 7% above the applicable pricing in the prior term, unless Internal provides Customer notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Internal's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Covered Solutions has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing. Quantity Discounts will only apply to purchases made concurrently on the same Order Form. Discounts are not cumulative. New Internal Credits will be priced as per the pricing table in Attachment 4 of this Agreement.

7.3. **SOW Term.** Each SOW will be in effect for the time period specified on the applicable SOW.

7.4. **Termination for Material Breach.** Either party may terminate this Agreement or a SOW or an Order Form if the other party does not cure its material breach of this Agreement or the applicable SOW or Order Form within 30 days of receiving written notice of the material breach from the aggrieved party. At the aggrieved party's election, such termination will apply only to the applicable Order Form or SOW and related Covered Solutions for a particular software of technology and not to Order Forms or SOWs related to other software of technologies governed by this Agreement. Termination in accordance with this Section 7.4 will take effect when the breaching party receives written notice of termination from the aggrieved party, which notice must not be delivered until the breaching party has failed to cure its material breach during the 30-day cure period. If Customer fails to timely pay any fees, Internal may, without limitation to any of its other rights or remedies, suspend performance of all Covered Solutions for Customer until Internal receives all amounts due. In the event of termination as a result of Customer's failure to comply with any of its obligations under this Agreement, Customer shall be obligated to pay for Subscription Fees and fees for Professional Services rendered. Termination of the Agreement or any Order Form or SOW shall be in addition to and not in lieu of any equitable remedies available to Internal. Upon termination, Customer must immediately stop using the Covered Solutions and remove all copies from its systems.

7.5. **Transition Assistance.** Following the termination of the applicable Order Form or SOW, provided Customer makes a written request within 14 days before the effective date of termination and subject to then-current Professional Service fees on a time and materials basis, Internal may offer transition assistance, which may include, to the extent practicable, an export of Customer Data from the Covered Solutions. To the extent Internal makes available to Customer an API or other means to assist with such transition, the API shall be Internal's Confidential Information (as defined in Section 8), and Customer is granted a personal, non-sublicensable, nonexclusive, non-transferable, limited license to use the API solely for Customer's internal use for exporting Customer's content from Internal to the new Customer system. Customer shall not (a) copy, rent, sell, disassemble, reverse engineer, decompile, modify or alter any part of the API, or (b) otherwise use the API on behalf of any third-party. The API license shall automatically terminate in the event Customer breaches this Section 7.5.

7.6. **Post-Termination Obligations.** If an Order Form or SOW is terminated for any reason, (a) Customer will pay to Internal any fees or other amounts that have accrued prior to the effective date of the termination pursuant to each such Order Form or SOW, (b) any and all liabilities accrued prior to the effective date of the termination will survive, and (c) with respect to a terminated Order Form, Customer will provide Internal with a written certification signed by an

authorized Customer representative certifying that all use of the Covered Solutions and Documentation ordered pursuant to the applicable Order Form(s) by Customer has been discontinued.

7.7. **Survival.** 2.5 (Reservation of Rights), 2.6 (Customer Data), 2.8 (Feedback), 3 (Customer's Responsibilities), 6.1 (Fees), 6.4 (Invoices and Payment Terms), 6.5 (Late Payments), 6.7 (Taxes), 7 (Term, Renewal and Termination), 8 (Confidentiality), 9.1 (Disclaimer of Warranties), 10 (Mutual Indemnification), 11 (Limitations of Liability) and 14 (General) shall survive the termination of this Agreement.

8. CONFIDENTIALITY

8.1. **Definition.** As used herein, "Confidential Information" means all confidential information disclosed by or otherwise obtained from a party ("Disclosing Party") to or by the other party ("Receiving Party"), whether orally, visually 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. Customer's "Confidential Information" includes Customer Data; Internal's "Confidential Information" includes the Covered Solutions, Beta Solutions, all Documentation, the product of all Covered Solutions, and all information provided or disclosed to Customer relating to the Covered Solutions, Beta Solutions, and Internal's financial, security, architectural or similar information; and "Confidential Information" of each party shall include the terms and conditions of this Agreement and each Order Form and SOW, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by or on behalf of such party. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third-party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. **Protection of Confidential Information.** The Receiving Party shall use the same degree of care to protect such Confidential Information that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than commercially reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' Users, and other employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and commercially reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information. Upon Disclosing Party's request, and, in any event, upon the expiration or termination of this Agreement, Receiving Party will promptly deliver to Disclosing Party all Confidential Information, or, upon Disclosing Party's approval, destroy and certify the destruction of all Confidential Information associated with the Covered Solutions.

Any confidential information disclosed by either party related to any details about the Covered Solutions not disclosed on the Internal's public website or other public marketing materials shall be considered Confidential Information; provided however, any information generally posted on Internal's public website regarding its Covered Solutions shall not be considered Internal's Confidential Information.

9. DISCLAIMER OF WARRANTIES

9.1. **Limited Warranty.** Internal warrants for a period of thirty (30) days from the date the initial Covered Solutions were delivered by Internal, the Covered Solutions will substantially conform to Internal's then current Documentation for such Covered Solutions. This warranty covers only problems reported to Internal in writing (including a test case or procedure that recreates the failure and by full documentation of the failure) during the warranty period. In the

event of a material failure of the Covered Solutions to perform substantially in accordance with the specifications during the warranty period ("Defect"), Internal shall use reasonable efforts to correct the Defect or provide a suitable work around as soon as reasonably practical after receipt of Customer's written notice as specified above. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Covered Solutions or any modification thereof by any person other than Internal. If Internal has not remedied the Defect within thirty (30) days of its receipt of Customer's written notice, Customer may give Internal written notice of termination of this Agreement, which termination will be effective ten (10) days after Internal's receipt of the notice, unless Internal is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Customer's exercise of its right under this Section, Customer shall be entitled to receive from Internal, as its sole and exclusive remedy, a refund of all amounts paid to Internal hereunder.

9.2. Disclaimer of Warranties ALL SALES ARE FINAL. NO PURCHASES OF COVERED SOLUTIONS ARE REFUNDABLE, EXCHANGEABLE OR OFFSETTABLE EXCEPT AS SET FORTH IN SECTION 9.1. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9.1, THE COVERED SOLUTIONS, ACCESS THERETO, THE DOCUMENTATION AND ANY, BETA SOLUTIONS AND PROVIDED CONTENT PROVIDED HEREUNDER ARE PROVIDED ON AN "AS IS" BASIS, AND INTERNAL AND ITS AFFILIATES AND AGENTS (I) DO NOT MAKE, AND HEREBY EXPRESSLY DISCLAIM, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUALITY, ACCURACY AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE; (II) DO NOT WARRANT THAT ACCESS TO THE COVERED SOLUTIONS WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT ANY INFORMATION, SOFTWARE, OR OTHER MATERIAL ACCESSIBLE OR PROVIDED THROUGH THE COVERED SOLUTIONS IS ACCURATE, COMPLETE OR FREE OF VIRUSES OR OTHER HARMFUL CONTENTS OR COMPONENTS; SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN WARRANTIES. IN SUCH JURISDICTIONS, INTERNAL'S LIABILITY SHALL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by Internal. Internal shall defend Customer against any claim, demand, suit, or proceeding ("Claim") made or brought against Customer by a third-party alleging that the use of any Covered Solutions as permitted hereunder infringes or misappropriates the intellectual property rights of a third-party, and shall indemnify Customer for any damages finally awarded against Customer, and for reasonable attorney's fees incurred by, Customer in connection with any such Claim; provided, that Customer (i) promptly gives Internal written notice of the Claim; (ii) gives Internal sole control of the defense and settlement of the Claim (provided that Internal may not settle any Claim unless the settlement unconditionally releases Customer of all liability); and (iii) provides to Internal all reasonable assistance, at Internal's expense.

10.2. Exclusions from Obligations. Internal will have no obligation under this Section 10 for any infringement or misappropriation to the extent that it arises out of or is based upon (i) use of the Covered Solutions in combination with other products or services if such infringement or misappropriation would not have arisen but for such combination; (ii) use of the Covered Solutions by Customer for purposes not intended or outside the scope of the license granted to Customer; (iii) Customer's failure to use the Covered Solutions in accordance with instructions provided by Internal, if the infringement or misappropriation would not have occurred but for such failure; or (iv) any modification of the Covered Solutions not made or authorized in writing by Internal where such infringement or misappropriation would not have occurred absent such modification; (v) use of a obsolete and prior version of the Covered Solutions where Internal has advised of a newer version that would not be infringing.

10.3. Mitigation of Infringement Action. If Customer's use of any Covered Solutions is, or in Internal's reasonable opinion is likely to become, enjoined or materially diminished as a result of a proceeding arising under Section 10.1 (Indemnification by Internal), then Internal will either: (i) procure the continuing right of Customer to use the Covered Solutions; (ii) replace or modify the Covered Solutions in a functionally equivalent manner so that it no longer infringes; or if, despite its commercially reasonable efforts, Internal is unable to do either (i) or (ii), Internal will (iii) terminate Customer's right with respect to

the Covered Solutions and refund to Customer all unused Subscription Fees pre-paid by Customer with respect to the Covered Solutions.

10.4. Limited Remedy. This Section 10 states Internal's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by any Covered Solutions.

10.5. Indemnification by Customer. Customer shall defend Internal against any Claim made or brought against Internal by a third-party alleging that Customer's acts or omissions infringe or misappropriate the intellectual property rights of a third-party, violate applicable law, or otherwise harm such third-party giving rise to liability and shall indemnify Internal for any damages finally awarded against, and for reasonable attorney's fees incurred by, Internal in connection with any such Claim; provided, that Internal (i) promptly gives Customer written notice of the Claim; (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless the settlement unconditionally release Internal of all liability); and (iii) provides to Customer all commercially reasonable assistance, at Customer's expense.

10.6. Contributory Negligence. If the joint, concurring, comparative or contributory fault, negligence or willful misconduct of the Parties gives rise to damages for which either party is entitled to indemnification under this Agreement, then such damages shall be allocated between the Parties in proportion to their respective degrees of fault, negligence or willful misconduct contributing to such damages.

11. LIMITATIONS OF LIABILITY

11.1. Disclaimer of Indirect Damages. UNLESS EXPRESSLY STATED OTHERWISE ON AN APPLICABLE ORDER FORM, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR LOST PROFITS OR REVENUES, OR FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.2. Cap on Liability. EXCEPT FOR LIABILITY ARISING OUT OF BREACHES OF SECTION 3 (CUSTOMER'S RESPONSIBILITIES), SECTION 6 (PAYMENT AND FEES) OR SECTION 10 (MUTUAL INDEMNIFICATION), IN NO EVENT SHALL EITHER PARTY'S AGGREGATE, CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS HEREUNDER.

12. PUBLICITY

12.1. Press Release. At any point after the execution of this Agreement and before termination of this Agreement, Internal shall have the option to prepare and issue a mutually approved press release announcing this Agreement. A senior member of Customer's team will provide a quote for the press release within 7 days of the execution and delivery of any Covered Solution or Beta Solution sold to Customer under this Agreement. Any future announcements which refer to the other party or its products must be approved by the other party prior to release. Customer agrees to work in good faith with Internal in producing video testimonial content, case studies, telephone references (up to 4 times/year), or other mutually agreeable communications. Customer may withhold approval for contacts that are, or are likely to become, competitors of Customer. Nothing contained herein shall waive or alter the parties' rights and/or obligations with respect to Confidential Information.

12.2. Video Interview. After 90 days of using the Covered Solutions, Customer agrees to a video interview, which will last 1 hour, of the most senior manager or executive member of Customer's team who has used, been engaged with, or otherwise has experience or knowledge of the Covered Solutions sufficient to provide reasonable articulation of the Covered Solutions value, for Internal's website or other uses. Video will be created at Internal's expense. The video will focus on Customer's non-confidential business challenges and their decision-making process regarding how they chose Internal to fulfill their needs.

Iternal reserves the right to edit the video interview in its discretion and agrees to submit the video to Customer for its approval, which shall not be unreasonably withheld, delayed or conditioned.

12.3. Customer List. Customer agrees that, subject to Customer's brand guidelines, Iternal may include Customer name and logo, in Iternal's lists of customers of the Covered Solutions, in printed or web-based marketing materials (including its website) and in Iternal's marketing presentations.

12.4. Earnings Call. Customer agrees that Iternal may reference Customer by name during any conference call or press release of Iternal's quarterly earnings for any quarter in which Customer utilizes Iternal's Covered Solutions.

13. INSURANCE

13.1. Iternal shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, policies of insurance, of the types and in the minimum amounts stated herein, with responsible insurance carriers duly qualified in those states (locations) where the Covered Solutions are to be performed, covering the operations of Iternal, pursuant to this Agreement.

TYPES OF INSURANCE LIMITS OF LIABILITY (Minimum Amounts):

- Commercial General Liability Insurance: \$2,000,000 per occurrence, \$4,000,000 aggregate;
- Excess Liability (Umbrella) insurance: \$1,000,000 per occurrence, \$1,000,000 aggregate;
- Technology Errors and Omissions Insurance for Professional and Technology Based Services Liability; Technology Products Liability; Information Security & Privacy Liability; and Multimedia and Advertising Liability: \$1,000,000 per occurrence, \$1,000,000 aggregate.

14. GENERAL

14.1. Valid and Binding Agreement. Each party represents and warrants to the other that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; and (b) no authorization or approval from any third-party is required in connection with such party's execution, delivery, or performance of this Agreement.

14.2. Relationship. Iternal will be, and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

14.3. Assignability. Neither party may assign performance of this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other. Notwithstanding the preceding sentence, each party may assign this Agreement without the other party's prior written consent in the case of a merger, acquisition, transfer of the right or interest in any of the underlying intellectual property of the Covered Solutions, or other change of control, or to an Affiliate and in such event this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14.4. Subcontractors. Iternal may utilize a subcontractor or other third-party to perform its duties under this Agreement so long as Iternal remains responsible for all of its obligations under this Agreement.

14.5. Notices. Except as otherwise provided herein, all notices to Iternal must be made by registered or certified mail to the address listed below or via email to the email address listed below. All notices to Customer must be made to the email address of Customer's primary contact with Iternal.

Iternal notice address:
ATTN: General Counsel
1908 Chalk Rock Cove
Austin, TX 78735
legal@iternal.us

Each of Iternal and Customer agree that any notice required pursuant to this Agreement must be provided in writing. Further, each of Iternal and Customer agree that any notice required by this Agreement may be delivered by (i) an electronic record capable of retention by the recipient at the time of receipt (the term "electronic record" shall have such meaning as ascribed to it in

Chapter 322 of Title 10 of the Texas Business & Commerce Code or any successor statute thereto); (ii) by courier, either national or international, as the case may be; or (iii) by registered or certified mail; Any notices made by (i) electronic record shall be deemed to have been duly given when transmitted by the sender to the email address of the recipient as provided below (or as from time to time updated to the other party); and (ii) courier or mail shall be deemed to have been duly given on the fifth business day after dispatch to the address of the recipient as provided below (or as from time to time updated to the other party).

If to Customer:

Legal Name: _____
Address: _____
Attention: _____
Email: _____

Iternal may broadcast notices or messages through the Covered Solutions or by posting notices or messages on Iternal's web site to inform Customer of changes to the Covered Solutions, or other matters of importance; Iternal shall inform Customer of such broadcast by email. Either party may change its address for receipt of notice by notice to the other party in accordance with this Section 14.5.

14.6. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement or any Order Form or SOW for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, including but not limited to acts of God, government restrictions (including the denial or cancellation of any export of other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, internet service provider or communications failure).

14.7. Dispute Resolution. Any and all disputes, controversy or claims related to or arising in connection with this Agreement shall first be referred to representatives chosen by each of the parties for an informal resolution. If this informal resolution does not resolve the dispute within 30 days, the parties hereto agree to submit the dispute to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. This provision shall not limit either party's right for interim judicial relief, such as an injunction, an order of eviction, or similar actions. Any such arbitration shall proceed in accordance with the laws of the State of Texas and the venue of any such Arbitration shall be held in Austin, Texas. Within ten calendar days after the arbitration demand is served upon a party, the parties must jointly select an arbitrator with at least five years' experience in that capacity. If the parties do not agree on an arbitrator within ten calendar days, a party may petition the AAA in order to appoint an arbitrator. The decision of the arbitrator shall be final and binding and no party shall have rights of appeal. Each party shall bear its own costs and fees in connection with the arbitration, however, the arbitrator shall have the power to order one party to contribute to the reasonable costs and expenses of the other party, or to pay all or any portion of the costs of the arbitration.

14.8. Waiver. The waiver by either party of any breach of any provision of this Agreement does not waive any other breach. The failure of any party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

14.9. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect.

14.10. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of executing this Agreement, a facsimile copy or a ".pdf" image delivered via email of an executed copy of this Agreement will be deemed an original.

14.11. Entire Agreement. This Agreement and the attachments hereto, constitutes the entire agreement between the parties hereto regarding Customer's use of the Covered Solutions and receipt of all Covered Solutions and Beta Solutions and supersedes and replaces all prior agreements, representations, warranties, statements, promises, information, arrangements

and understandings, whether oral or written, express or implied, with respect to the subject matter hereof. In the event of a conflict between the terms and conditions of this Agreement and any other agreements, the order of precedence shall be: (1) this Agreement (2) the applicable Order Form (3) the applicable SOW (if any) (4) the Support Terms and Conditions (5) Terms of Service and Acceptable Use (6) Standard Service Level Agreement. These terms and conditions apply to current and future purchases of products and services by Customer from Iternal. No usage of trade or other regular practice or method of dealing between the parties will be used to modify, interpret, supplement, or

alter the terms of this Agreement. This Agreement may be changed only by a written agreement signed by an authorized agent of the party against whom enforcement is sought. Iternal will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Agreement (whether or not it would materially alter this Agreement) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Iternal specifically agrees to such provision in writing and signed by an authorized agent of Iternal.

Effective as of this _____.

On behalf of Iternal Technologies, Inc.

By:

Print Name:

Title:

Date:

On behalf of [Customer Legal Entity]:

By:

Print Name:

Title:

Date:

Attachments:

Attachment 1: Support Terms and Conditions

Attachment 1

SUPPORT TERMS AND CONDITIONS INTERNAL TECHNOLOGIES, INC.

1. DEFINITIONS.

1.1. **"Defect"** means a problem with the Covered Solutions, and does not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Solutions or any modification thereof by Customer

1.2. **"Updates"** means a subsequent release of the Covered Solutions that Internal makes generally available to its supported customers, as indicated by a version number increase to the right of the first decimal point (e.g., 2.1 to 2.2).

1.3. **"Workaround"** means a modification or "patch" for a particular version of the Covered Solutions, which may be of a temporary or interim nature, to help cure or avoid an Defect.

1.4. **"Support"**. Support shall consist of internet assistance to Customer with respect to use of the Covered Solutions and to resolve Defects through access to a website that may include any of the following: a knowledge base, online case tracking, frequently asked questions, Updates, and Documentation. Support will be available from 9:00 am to 5:00 pm, Central Time, Monday through Friday, excluding United States and regional holidays. If Customer's use expands to the Asia Pacific both parties will work together to provide updated support hours for that region. Unless otherwise designated by Internal, Customer will access the website described on the Order Form.

1.5. **"Support Tier"** means the level of Support (Standard, Gold or Platinum) that has been selected by the Customer on the Order Form.

1.6. **"Term"** means the number of years of Support services purchased by Customer pursuant to the Order Form.

1.7. **"Generally Available Service"** means a widespread commercially available Solution that is ordered by Customer under an Order Form which are subject to the terms set forth in the Master License and Service Agreement. Generally Available Service excludes Beta Solutions.

2. SUPPORT INFORMATION.

Upon payment of the fees applicable to the Term and Support Tier selected on the Order Form ("Fees"), Internal agrees to provide the Support Tier selected by the Customer on the Order Form, for the duration of the Term, and solely for the Covered Solutions.

2.1. Standard Support Level.

2.1.1. Annual Covered Solutions Maintenance. Internal shall use commercially reasonable efforts to maintain the Covered Solutions so that it operates without Defects.

2.1.2. Updates. Internal shall supply the first level point of contact with electronic notice of any Updates for the Covered Solutions at least 60 days in advance of any Update that is generally made available by Internal to its customers during the Term. Except for Updates, Customer shall not be entitled to any other software as part of any level of Support. The First Level Point of Contact may from time to time approve an accelerated update timeline in their discretion after electronic notice has been provided. Updates to fix Defects will be deployed in accordance with Response Time Goals Section 2.4.

2.1.3. Bulletins. From time to time, at its sole discretion, Internal may publish bulletins containing information about Updates and other Internal news to the Covered Solutions or to the Internal website at www.ital.com.

2.2. Support.

2.2.1. Submission of Issues for Resolution. Customer shall submit to Internal the following information: (a) Customer contact information; (b) Covered Solution version; and (c) a complete description of the Defect and its specific Covered Solution environment. If applicable, Customer shall also provide access to the Covered Solution environment so the Defect may be replicated.

2.2.2. Problem Definition. Customer shall record the following information for reference and provide it to Internal: (a) Defect messages and indications that Customer received when the malfunction occurred; (b) what the User was doing when the malfunction occurred; (c) what steps Customer has taken to reproduce the malfunction; (d) what steps Customer may have already taken to solve the problem; and (e) system logging.

2.3. Severity Classification. Defects in the Covered Solutions are classified according to severity of impact on the use of the Covered Solutions, according to the chart below. All disputes regarding severity classification will be resolved by Internal in its sole discretion.

Severity	Impact
1	Defect prevents all useful work from being done. Defects in essential functions for which no non-manual workaround exists; or Defects that cause a material loss of data.
2	Defects that disable essential functions but for which a non-manual workaround exists; Defects that block systems test or professional services deliverables; or Defects that violate the specifications in the Documentation.
3	All other Defects.

2.4. Response Time Goals. Internal agrees to use commercially reasonable efforts to (i) acknowledge Defects reported to Internal by Customer on Internal's problem reporting form and (ii) provide Workarounds. Acknowledgements will be sent to Customer via email. The following response time goals will be in effect:

2.4.1. Severity 1. If a Severity 1 Defect occurs during normal operating hours (9:00 am to 5:00 pm Central Time weekdays), Internal will begin immediate and continuous efforts to reproduce and resolve the Defect and will carry out those efforts until the Defect is resolved. Internal will use commercially reasonable efforts to resolve all Severity 1 Defects in the shortest time possible and will review status with Customer on a daily basis or more frequently, if requested. Acknowledgement will occur within one business day of receipt of the notice of the Defect and categorization of the Defect as a Severity 1.

2.4.2. Severity 2. If the Defect is a Severity 2 issue, Internal will use commercially reasonable efforts to reproduce the problem no later than the opening of the next business day after receipt from Customer of a description of the Defect as provided in Section 2.2.1 above. Internal will use commercially reasonable efforts to resolve Severity 2 problems, but no later than the next Update after reproduction of the Defect.

2.4.3. Severity 3. Severity 3 Defects will be addressed in Internal's normal Update schedule.

2.5. Inclusion. All Workarounds and Updates are licensed pursuant to and subject to the terms and conditions of the Master License and Service Agreement.

3. GOLD & PLATINUM SUPPORT.

3.1. Gold or Platinum Services. In consideration of Customer's payment of the Gold Support Fees or the Platinum Support Fees, Customer shall be eligible to receive the "Gold Services" or "Platinum Services" respectively, as defined in the Order Form / Order Form that Internal makes generally available to its Gold Services customer base or Platinum Services customer base during the applicable Term.

3.2. Electing Gold or Platinum Support. Customer may upgrade to Gold Support or Platinum Support at any time provided that Customer pays the additional

Fees indicated on the applicable Order Form. Such Fees may be pro-rated if the upgrade is made any time during the then-current Term. However, Customer may only downgrade from Gold Services or Platinum Services to another level at the time of renewal. To downgrade from Gold or Platinum, Customer must provide written notice to Iternal any time before the time of renewal of the then-current Term. Such notice shall specify whether the downgrade is to Gold or Standard Support and Customer shall be obligated to pay Iternal's then-current fees for that level of Support unless negotiated previously through an enterprise agreement.

4. ADDITIONAL SERVICES.

4.1. Coverage. For an additional fee, Customer may elect to receive certain additional services with respect to the Covered Solutions including, training, customization, on-site support and maintenance, and consulting services related to problems caused by issues other than the Covered Solutions. Fees related to such services will be described in a Statement of Work signed by both parties and cost information will be quoted by Iternal at Customer's request based on the scope of work and cost per hour for professional services in Attachment

4.2. 4. For clarity, if any services are explicitly included in the Support plan selected by Customer, then such Services do not require payment of additional fee.

4.3. Customization Support. For an additional fee equal to 20% of the cost of any customizations services paid for in an SOW, integrations, or custom reports that Iternal develops for and provides to Customer, Iternal will maintain and support any such customizations, integrations, or custom reports in accordance with the terms herein. Any such fee will be added to Customer's next annual service/license fee.

4.4. Out-of-Pocket Expenses. Customer shall pay all reasonable out-of-pocket expenses incurred by Iternal, including costs for meals, lodging and travel related to additional support services, in accordance with the terms of the Master License and Service Agreement.

5. OBLIGATIONS OF CUSTOMER.

5.1. First Level Support/ Point of Contact. All communications relating to Support shall be supervised, coordinated, and undertaken by Iternal Support. In the event there is no resolution given to Customer for whatever reason, Iternal should engage one of the three main point of contacts (see table below) to try to resolve issue. Each Customer main point of contact must possess or, at Customer's expense, acquire the necessary expertise and training to diagnose and resolve Defects with direction by Iternal.

Contact	Title	Email	Phone

5.2. Pre-Call Procedures. Prior to requesting support from Iternal, Customer shall comply with all published operating and troubleshooting procedures for the Covered Solutions. If such efforts are unsuccessful in eliminating the Defect, Customer shall then promptly notify Iternal of the Defect in accordance with the provisions of Section 2.2.1. Customer shall confirm that the following conditions have been satisfied before contacting Iternal for support:

5.2.1. Reproduction. If possible, the situation giving rise to the Defect is reproducible in a single supported Covered Solution and that situation is then reproduced live for Iternal;

5.2.2. Support Representative. The Customer contact has the technical knowledge regarding the Covered Solutions and any other software

or hardware systems involved, and in the facts and circumstances surrounding the Defect;

5.2.3. Access. The entire system, including all software and hardware, is available to the Customer contact without limit during any telephone discussions with Iternal support personnel; and

5.2.4. Cooperation. The Customer contact will follow the instructions and recommendations of Iternal's support personnel when servicing the Covered Solutions.

5.3. Remote Connection. If appropriate, Customer will cooperate with Iternal to allow and enable Iternal to perform Support services via remote connection using standard, commercially available remote control software. Customer shall be solely responsible for instituting and maintaining proper security safeguards to protect Customer's systems and data.

5.4. Updates. Customer acknowledges and agrees that Updates provided by Iternal pursuant to this Support Agreement may, in Iternal's sole discretion, require additional training of Customer's personnel. Such training shall be performed in accordance with this Section 5 including but not limited to access, remote connection, and cooperation to best optimize the speed at which training can be delivered.

6. LIMITATIONS ON SUPPORT SERVICES.

6.1. Customer Defects. If Customer notifies Iternal of a problem and Iternal correctly determines that the problem is due to Customer's incorrect or improper use of the Covered Solutions or failure to comply with the terms of this Support Agreement or the SaaS Rider (as opposed to a Defect in the Covered Solutions), the resolution of such problem is not covered by Support. However, Iternal may provide consulting services to correct the problem pursuant to this Section 6.

6.2. Release Support Period. Iternal shall support a release of the Covered Solutions provided however, that if for any reason Customer has prohibited Iternal from making updates to the Solution for a period of twelve months or more; Customer acknowledges that Iternal's obligations hereunder apply only to Generally Available Services unless Customer has paid to support customizations.

6.3. Third Party Products. Support does not cover the operation or use of third-party hardware or software or Covered Solutions modified by any party other than Iternal or Iternal's Subcontractors used in any manner in violation of the Master License and Service Agreement or inconsistent with the Documentation

6.4. Data. Customer is encouraged to backup data, including but limited to all Customer Data on a frequent basis. Iternal shall have no responsibility for loss of or damage to Customers Data, regardless of the cause of any such loss or damage.

7. MISCELLANEOUS.

7.1. Customer Facilities. To the extent required by Iternal, Customer will, upon request, promptly make available to Iternal certain of its facilities, computer resources, software programs, networks, personnel, and business information as are required to perform any service or obligation hereunder. Iternal agrees to comply with Customer's rules and regulations regarding safety, security, and conduct, provided Iternal has been made aware of such rules and regulations.

7.2. Technical Data. Customer shall not provide to Iternal any Technical Data as that term is defined in the International Traffic in Arms Regulations ("ITAR") at 22 CFR 120.10. Customer shall certify that all information provided to Iternal has been reviewed and scrubbed so that all Technical Data and other sensitive information relevant to Customer's ITAR regulated projects has been removed and the information provided is only relevant to bug reports on Iternal products.