

Cloud Services Agreement

This Cloud Services Agreement (this "**Agreement**") is a binding contract between you ("**Customer**," "**you**," or "**your**") and PolicyPak Software, Inc. ("**PolicyPak**," "**we**," or "**us**"). This Agreement governs your access to and use of the Cloud Services.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE "ACCEPT" BUTTON BELOW OR BY ACCESSING OR USING THE CLOUD SERVICES (the "**Effective Date**"). BY CLICKING ON THE "I ACCEPT" BUTTON BELOW OR BY ACCESSING OR USING THE CLOUD SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE SELECT THE "DECLINE" BUTTON BELOW. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE CLOUD SERVICES.

1. Definitions.

(a) "**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.

(b) "**Cloud Services**" means PolicyPak Cloud any related services provided by PolicyPak under this Agreement as detailed on the Website, as defined below.

(c) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(d) "**Documentation**" means PolicyPak's user manuals, Application Sets, as well as any XML or other data files or documentation related to the Cloud Services provided by PolicyPak to Customer either electronically or in hard copy form.

(e) "**EULA**" means the PolicyPak End User License Agreement, as modified from time to time, which is incorporated herein by reference.

(f) "**Fees**" has the meaning set forth in Section 6.

(g) "**Order**" means, in the case of Enterprise or Professional Licensees, the order form filled out and submitted by or on behalf of Licensee, and accepted by PolicyPak, that details the scope and fees associated with Customer's subscription to the Cloud Services and related Software.

(h) **"PolicyPak IP"** means the Cloud Services, the Documentation, the Software, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, PolicyPak IP includes Aggregated Statistics and any information, data, or other content derived from PolicyPak's monitoring of Customer's access to or use of the Cloud Services, but does not include Customer Data.

(i) **"Registration"** shall mean the registration form executed by Customer or accepted by Licensee on the Website that details the scope and fees associated with Licensee's subscription to the Cloud Services.

(j) **"Software"** means any software installed in your on-premises environment, including but not limited to the Cloud Client and Client Side Extension downloaded or otherwise provided by PolicyPak, subject to the EULA.

(k) **"Third-Party Products"** means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Cloud Services.

(l) **"Website"** collectively refers to all websites and domains owned by PolicyPak.

2. Access and Use.

(a) Provision of Access. Subject to and conditioned on your payment of Fees and compliance with all other terms and conditions of this Agreement, PolicyPak hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the term of the applicable Registration or Order Confirmation, solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Notwithstanding the foregoing, certain Cloud-only Customers may use the Cloud Services on behalf of one or more end-customers, provided that Customer has obtained all required authorizations and consents from such end-customers. PolicyPak shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, PolicyPak hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Cloud Services.

(c) Software. Use of the Cloud Services may require or include use of Software. PolicyPak grants you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide as part of the Cloud Services during the Term and in accordance with the EULA. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 4(e).

(d) Monitoring. We may monitor and collect configuration, performance, and usage data relating to your use of the Cloud Services: (a) to facilitate delivery of the

Cloud Services (such as (i) tracking usage and licenses, (ii) providing support, (iii) monitoring the performance, integrity, and stability of the Service Offering's infrastructure, and (iv) preventing or addressing service or technical issues); and (b) to improve our products and services. You may not interfere with that monitoring. We will not access Customer Data except as necessary to provide the Cloud Services, or as otherwise provided in this Agreement.

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

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, PolicyPak may monitor Customer's use of the Cloud Services and collect and compile data and information related to Customer's use of the Cloud Services to be used by PolicyPak in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between PolicyPak and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PolicyPak. You acknowledge that PolicyPak may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that PolicyPak may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer's Confidential Information.

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

3. Suspension.

(a) Notwithstanding anything to the contrary in this Agreement, PolicyPak may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services or Software if:

(i) you (A) fail to pay the Fees or any other charges indicated on any invoice or order confirmation within five (5) business days of PolicyPak's notice to you that payment is delinquent, (B) your payment account provider refuses payment of Fees or you refuse authorization for same, or (C) if you do not update payment information upon our request;

(ii) PolicyPak determines, in its sole discretion, that (A) there is a threat or attack on any of the Policy Pak IP; (B) Customer's or any other Authorized User's use of the PolicyPak IP disrupts or poses a security risk to the PolicyPak IP or to any other customer or vendor of PolicyPak; (C) Customer or any other Authorized User is using the PolicyPak IP in violation of Section 4(a); (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) PolicyPak's provision of the Cloud Services or Software to Customer or any other Authorized User is prohibited by applicable law;

(iii) any vendor of PolicyPak has suspended or terminated PolicyPak's access to or use of any third-party services or products required to enable Customer to access the Cloud Services.

(b) In the event of any suspension pursuant to this Section 6 (any such suspension, a "**Service Suspension**"), PolicyPak shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. PolicyPak shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. PolicyPak will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

4. Customer Responsibilities.

(a) Acceptable Use. The Cloud Services may not be used for unlawful, harmful, threatening, defamatory, obscene, harassing, fraudulent, or otherwise objectionable activity, as determined by PolicyPak in its sole discretion. You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on the Website from time to time.

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

(c) Customer Data. You hereby grant to PolicyPak a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PolicyPak to provide the Cloud Services to you, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. You will ensure that Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Cloud Services confidential. You will not share, sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Services may permit access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Cloud Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

5. Support. The access rights granted hereunder entitle Customer to the support services described on the Website at <https://www.policypak.com/support/support-faq/>, as modified from time to time.

6. Fees and Payment. Customer shall pay PolicyPak in advance on the basis and at the rates as set forth in each Registration or any applicable Order, as well as any additional fees including but not limited to fees for usage ("**Fees**") within thirty (30) days from the invoice date without offset or deduction. PolicyPak may increase or add new fees for any existing Cloud Services, service Component, or Software, or implement a fee for any previously free Cloud Service, service Component, or Software, by giving you 30 days' advance notice. Customer shall make all payments hereunder in US dollars on or before the due date.

7. You are responsible for providing valid and current payment information and for keeping such information up to date. You hereby authorize PolicyPak and PolicyPak's payment

processor to bill your credit card or other payment instrument in advance on a periodic basis in accordance with the specifications for your Cloud Services, as well as any additional or periodic Fees applicable to your account, including late fees (if any), and You further agree to pay any Fees so incurred. Your payment account provider, directly or through third-party service providers, may provide PolicyPak with updated credit card numbers, expiration dates, or other information which may be used to renew services or make payments under this Agreement. Should PolicyPak choose, in its sole discretion, to participate in such auto-update programs, you agree PolicyPak to share your payment account information with such third-party providers and update your payment account with information provided through such services.

8. If Customer fails to make any payment when due, without limiting PolicyPak's other rights and remedies: (i) PolicyPak may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse PolicyPak for all reasonable costs incurred by PolicyPak in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for ten (10) days or more, PolicyPak may suspend, in accordance with Section 3, Customer's and all other Authorized Users' access to any portion or all of the Cloud Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on PolicyPak's income.

9. Confidential Information. From time to time during the Term, PolicyPak and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated, or otherwise identified as "confidential" at the time of disclosure (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; (ii) to establish a party's rights under this Agreement, including to make required court filings (iii) is known to or in the recipient party's possession prior to receiving the disclosure of such Confidential Information; (iv) is known or generally available to the public through no act or omission of the recipient party; or (v) is made available free of any legal restriction by a third party. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential

Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

10. Privacy Policy. PolicyPak complies with its privacy policy available at <https://www.policypak.com/company/privacy/> ("**Privacy Policy**"), in providing the Cloud Services. The Privacy Policy is subject to change as described therein. By accessing, using, and providing information to or through the Cloud Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

11. Intellectual Property Ownership; Feedback. As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the PolicyPak IP and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services or the Software, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

12. Limited Warranty and Warranty Disclaimer.

(a) NO WARRANTY. THE CLOUD SERVICES ARE PROVIDED "AS IS" AND POLICYPAK SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. POLICYPAK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. POLICYPAK MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

(b) You acknowledge and agree that there are risks associated with utilizing an Internet-based service, including but not limited to the risk of failure of hardware, software and Internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your account, including, but not limited to Customer Data.

13. Customer Warranty and Indemnification.

(a) Warranty. Customer represents and warrants that it: (i) owns all right, title, and interest, including all intellectual property rights, in and to Customer Data; (ii) has obtained any legally-required informed consent regarding the collection, use, and sharing of any such Customer Data; (iii) will not pass any “personal data” or “personally identifiable data” under any law or regulation into the Cloud Services; and (iv) that both the Customer Data and your use of the Cloud Services are in compliance with Section 4(a).

(b) Indemnification. Customer shall indemnify, hold harmless, and, at PolicyPak's option, defend PolicyPak and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Cloud Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against PolicyPak unless PolicyPak consents to such settlement, and further provided that PolicyPak will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

14. Limitations of Liability. IN NO EVENT WILL POLICYPAK BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER POLICYPAK WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL POLICYPAK'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO POLICYPAK UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM \$10,000, WHICHEVER IS LESS.

15. Term and Termination.

(a) Term. Unless stated otherwise in an order confirmation, the Cloud Services are provided to Customer for an initial term of one (1) month from the Effective Date (the “Initial Term”). At the expiration of the Initial Term, the Agreement will automatically renew at the same length of time as defined in the Initial Term (each, a “Renewal Term”, and together with the Initial Term, the “Term”) unless a Party provides the other Party with notice of its intent not to renew at least thirty (30) days prior to the expiration of the then current term.

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

(i) PolicyPak may terminate this Agreement for non-payment upon five (5) days' advance notice.

(ii) PolicyPak may terminate this Agreement, effective on written notice to the other party, if Customer: (A) materially breaches this Agreement other than for non-payment, and such breach is incapable of cure or, being capable of cure, remains uncured 15 days after PolicyPak provides Customer with written notice of such breach; or (B) if PolicyPak otherwise has the right to suspend under Section 3.

(iii) either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the PolicyPak IP and any related EULA shall also terminate. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 15(d) , Sections 6, 9, 11, 14, 17, 18, 19, and 21, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

16. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through the Website. You are

responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Cloud Services after the effective date of the modifications will be deemed acceptance of the modified terms.

17. Export Regulation. The Cloud Services and the Software utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Cloud Services or the Software or technology included in the Cloud Services to, or make the Cloud Services or the Software or technology included in the Cloud Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Cloud Services or the Software or technology included in the Cloud Services available outside the US.

18. US Government Rights. Each of the software components that constitute the Cloud Services and the Documentation is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Cloud Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

19. Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Delaware without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Delaware. Any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Delaware in each case located in and for the city of Wilmington and County of New Castle, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

20. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.

21. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available on the Website and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized

overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Cloud Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

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