

**Effective Date: 5th December 2024**

Use of the products listed below is subject to the corresponding Product Terms below. These Product Terms are legally binding and are incorporated by reference into any IFS ("IFS") Order/Order Form signed on or after the Effective Date above for the applicable product(s). Terms such as "Customer", "Software" and "Application Software" have the meaning given to them in the Order/Order Form with IFS or other governing terms.

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**IFS Software Specific Terms**

## **IFS.AI Subscription Terms**

These IFS.ai Subscription service terms ("Terms") specifies the terms and conditions which apply to the provision of IFS.ai Subscription services and the Use Cases as described in these Terms. Terms defined in the Customer's Master Agreement with IFS shall also apply in these Terms. These Terms shall prevail and take precedence in the event of any conflict with any other terms forming part of the Agreement.

## **TERMS**

### **1. Services, Fees and Term**

- 1.1. IFS will (a) make available the IFS.ai Subscription services and any applicable content (b) provide applicable support for the IFS.ai Subscription services and the applicable Use Cases provided Customer maintains a contract for Support Services for the Application Software associated with such IFS.ai Subscription and (c) provide the IFS.ai Subscription services in accordance with laws and government regulations applicable to IFS's provision of its services to its customers.
- 1.2. Access and use of the IFS.ai Subscription is permitted solely for the own internal business operations of the Customer and those other entities entitled to benefit from the Application Software to which the IFS.ai Subscription relate.
- 1.3. IFS.ai Subscription is only available for Customer's who are running IFS Cloud 24R1 and later Releases. Customer must have and maintain a valid agreement and active licenses for IFS Cloud to access the IFS.ai Subscription services, including the modules for which the Customer is purchasing the IFS.ai Subscription. Customer must also maintain Support Services at Platinum Support level to access IFS.ai Subscription services.
- 1.4. The Customer subscribes to the IFS.ai Subscription services as described in the applicable Order Form. Fees for IFS.ai Subscription services are based on Tokens which must be consumed within a 12-month period, after which the remaining volume of Tokens available for that period expires. If the IFS.ai Subscription service term exceeds one year, the available volume of Tokens will replenish for the following 12-month period. Token entitlement is always timeboxed and will be replenished after each 12-month period until the subscription end date or unless otherwise stated in the Order Form. The Customer may purchase additional Tokens by purchasing Token bundles at IFS' standard fees or as otherwise agreed in an Order Form. Additional purchases will be documented in a supplemental order and must be signed by IFS and Customer. Then current Token consumption rates are available for Customer to view in the Service Description made available in the IFS Community. IFS reserves the right to adjust the rate at which Tokens are consumed at any time.
- 1.5. Customer shall pay the fees applicable to the IFS.ai Subscription services at the price identified in the applicable Order Form. Unless otherwise stated on such Order Form, fees for IFS.ai Subscription service, are payable in advance of the applicable period to which they relate, the first being due on the Order Form start date unless otherwise stated in such Order Form. Changes affecting fees for IFS.ai Subscription services will be pro-rated in the year of increase. Fees are subject to annual indexation, in accordance with the indexation provisions set forth in the Order Form.
- 1.6. The term of the IFS.ai Subscription services will commence on the date specified in the Order Form and continue in force for the initial term specified therein. Unless otherwise stated in the Agreement. On expiry of the initial term, the Order Form and the IFS.ai Subscription services will terminate unless renewed by the written agreement of the Parties.

### **2. Customer Responsibilities**

- 2.1. Customer will provide a single point of contact to work with IFS that has the required skills and experience to appropriately make use of and coordinate the Customer's use and access to IFS.ai Subscription services effectively. Customer will assign necessary business and IT resources as and when needed during the term of the IFS.ai Subscription services.
- 2.2. Customer will provide a single commercial owner "Service Owner", responsible for managing consumption of the IFS.ai Subscription services and applicable Customer entitlements. Customer must monitor usage and consumption of the IFS.ai Subscription services.
- 2.3. To consume the IFS.ai Subscription services, Customer will ensure it has sufficient storage capacity whether through IFS' Cloud Services or its own environments, if and where such service is available for remote deployments. The Customer shall be responsible for ensuring its users understand the IFS.ai Subscription services and Use Cases and how they should be consumed, as well as managing controls for consumption of such IFS.ai Subscription services.

### **3. IFS.ai Subscription**

- 3.1. Below sets out a summary of IFS.ai Subscription services; only those applicable to the services purchased by Customer apply. Customer's purchase of the IFS.ai Subscription service entitles the Customer to the following:
  - o Access to the generally available IFS.ai Use Cases\*
  - o A limited volume of Tokens to use to consume the IFS.ai Subscription services
  - o Via consumption of IFS.ai Subscription services Use Cases, Customer will be able to benefit from enhanced capabilities for the IFS software modules to which the Use Case relates.
- 3.2. IFS.ai Subscription services and Use Cases are further detailed in the Service Description for IFS.ai Subscription services available in the IFS Community.
- 3.3. IFS will make available Customer insights into its consumption of Tokens. During the subscription term IFS will also inform the Customer of anticipated over consumption, based on Customer's actual consumption, giving the Customer an opportunity to purchase additional Tokens before reaching 100% consumption. If Customer reaches 100% consumption, Customer will not be

\*Customer must be licensed for the underlying software modules for the applicable Use Cases to be available

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able to access the IFS.ai Subscription services, until such time that Customer purchases an additional package of Tokens. Support Services for IFS.ai Subscription services is based on the support plan purchased by Customer, which must as a minimum, be Platinum Support.

- 3.4. Onboarding to IFS.ai Subscription services. Customer will follow any applicable on-boarding processes and procedures specified by IFS to benefit from the applicable Use Cases.
- 3.5. Customer has a right to retrain applicable IFS.ai Machine Learning Models on a pre-agreed basis for relevant Use Cases. Such re-training will be based on IFS policies and terms, ensuring that the Customer dictates the retraining schedule within the agreed parameters. Where available, Customer will be permitted access to specific privileges to make these requests and this must be signed off by the Service Owner. Outside of these requests, IFS may retrain IFS.ai Machine Learning Models and will be made available only as part of a Release. IFS may access Customer Data submitted to the IFS.ai Subscription service to train models pursuant to this section, and Customer instructs IFS to process its Customer Data for such purposes.

### 4. Proprietary Rights

- 4.1. IFS or its licensors retains all right, title, and interest including, without limitation, patents and rights to patent, copyright, trade secret, and trademark in the IFS.ai Subscription services, all related services any software and Documentation and all models and in all improvements, enhancements, modifications, or derivative works thereof including, all right, title, and interest in materials furnished, developed, provided or created by IFS, which shall include all patents and rights to patent, copyright, trade secret, and trademark ("AI Materials"). The AI Materials constitute and contain valuable proprietary products and trade secrets of IFS or its licensor, embodying substantial creative effort and confidential information, know-how, technology, ideas and expressions that are protected by applicable intellectual property and other laws. Customer undertakes to not remove or alter any proprietary legends or notices and to maintain any marking of ownership as advised by IFS from time to time.
- 4.2. No title, copyright, patent, trademark, trade secret or other right of intellectual property not expressly granted under these Terms is exchanged between the Parties.
- 4.3. Customer retains all ownership of its Customer Data. The AI Terms contained in the Product Terms found at [ifs.com/legal](http://ifs.com/legal) apply and are incorporated into these Terms.

### 5. General Terms

- 5.1. IFS.ai Subscription services utilise the IFS.ai Service, the IFS Service Terms apply and are incorporated into these Terms.
- 5.2. Customer acknowledges that (a) all services are performed as remote services, do not include provision of implementation or other consultancy or professional services which would be subject to separate agreement of the parties, (b) any reporting, communication and documentation hereunder will be provided in English, (c) IFS may use personnel from IFS Affiliates or partners around the world to make available and provide the services, and (d) the services will not be constantly available, uninterrupted or error free.
- 5.3. IFS may track and analyze the usage and consumption of the services for purposes of determining usage / consumption made of the service, for the purposes of security, to assist customers, and for improving IFS software and services and the user experience in using such software and services. For example, IFS may use this information to help customers derive more value from the software and services, to understand and analyze trends, or to track which features are used most often in order to improve the software and services. IFS may share anonymous usage data with its service providers for the purpose of helping in such tracking, analysis, and improvements. Additionally, IFS may share such anonymous usage data on an aggregate basis in the normal course of operating their business; for example, IFS may share information publicly to show trends about the general use of its software and services.
- 5.4. Customer agrees that IFS may use Customer's name in publicity activities in relation to the IFS.ai Subscription services (including a publishable statement and, if appropriate, participation at one (1) IFS event per contract year).

### 6. Definitions

The definitions used in these Terms have the meaning given in the Agreement or below.

- 6.1. **"Service Owner"** shall have the meaning given in section 2.2.
- 6.2. **"IFS Service"** refers to the IFS multi-tenanted service where the Use Cases are made available.
- 6.3. **"IFS Service Terms"** means the terms for the IFS Service found at [ifs.com/legal](http://ifs.com/legal).
- 6.4. **"Support Policy"** has the meaning given to it in the Support Terms (defined below).
- 6.5. **"Support Terms"** means the detailed description of the applicable Support Services as specified at [www.ifs.com/legal](http://www.ifs.com/legal).
- 6.6. **"Token"** means a unit of value that represents a specific activity or service utilised by the Customer when accessing and using the IFS.ai Subscription service. Tokens are consumed when users access or use certain features, services or capabilities of the AI Subscription service.
- 6.7. **"Use Case"** refers to defined IFS.ai enhanced capabilities, developed incrementally on top of standard IFS Application Software, and requiring access to the IFS Service to function. The current list of Use Cases can be found in the IFS Community. New Use Cases will only be made available in the latest Release of the Application Software.

## **Emissions Tracker Terms**

These Emissions Tracker terms ("Terms") specify the terms and conditions which apply to the provision of Emissions Tracker as described in these Terms. Terms defined in the Customer's Master Agreement with IFS shall also apply in these Terms. These Terms shall prevail and take precedence in the event of any conflict with any other terms forming part of the Agreement.

## **TERMS**

### **1. Emissions Tracker**

- 1.1. Emissions Tracker is used by Customer to help it track and calculate carbon emissions. The Customer can upload data to Emissions Tracker from various sources ("Input Data"). Customer is responsible for the accuracy and quality of the Input Data and for implementing appropriate controls for verification and validation of any results generated while operating the Emissions Tracker, including emissions results ("Outputs"), as well as any decision, action or omitted action taken by Customer based on any Outputs (including deciding whether any Outputs are suitable for a specific purpose). Input Data will be stored in Emissions Tracker during the subscription term.
- 1.2. The latest available version of Emissions Tracker will be provided to Customer, regardless of which IFS Cloud version Customer runs. Older versions are not maintained. IFS reserves the right to adjust this for future releases. Further, IFS may (at its discretion) update the Software and include new features from time to time.

### **2. Required third-party licenses**

- 2.1. Currently, Customer's access to and use of the Software is contingent on Customer having valid subscriptions for Microsoft PowerApps User License, Power BI Pro License and Azure Key Vault to enable it to install, use and manage the Software and its contents and for storage of data. Customer is responsible for having valid subscriptions for the aforementioned services throughout the applicable subscription term, which subscriptions shall include administrative access, as pertaining to Microsoft PowerApps User License, and permission to create workspaces, as pertaining to Microsoft Power BI Pro License. IFS reserves the right to update this for future releases of Emissions Tracker.

### **3. Third-Party terms and conditions**

- 3.1. Customer understands that the Software relies on Third Party Software and is subject to the terms set out in paragraph 3 of the flow down terms from International Energy Agency (IEA) set out at <http://climatiq.io/partner-terms> and Customer agrees to be bound by such terms.

### **4. Definitions**

The definitions used in these Terms have the meaning given in the Agreement or below.

- 4.1. "**Input Data**" shall have the meaning given in section 1.1.
- 4.2. "**Outputs**" shall have the meaning given in section 1.1.

## IFS Cloud Sustainability Management Terms

These IFS Cloud Sustainability Management terms ("Terms") specifies the supplemental and specific terms and conditions which apply to this module and the services it uses, as described in these Terms. Terms defined in the Customer's Master Agreement with IFS shall also apply in these Terms. These Terms shall prevail and take precedence in the event of any conflict with any other terms forming part of the Agreement.

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#### 1. Creating a Sustainability Plan

- a. Customer is responsible for creating, managing and maintaining its Sustainability Plan for the reporting period, which involves selecting the correct KPI's for the Customer and its business.
- b. The Sustainability Plan is created by Customer using the Sustainability Data which Customer manages and maintains and for which it is responsible for ensuring, including but not limited to, that the data, data quality, calculation and results output is accurate, that all KPI's, whether calculated or manual, are reflective of the Customer's own business and business requirements. Whilst certain quantitative KPI's can be calculated, certain KPI's will require manual calculation. More information on KPI's can be found in the KPI Catalog Overview page within IFS Cloud Sustainability Management Module.

#### 2. Calculating KPI's

- a. Once the Customer has created its Sustainability Plan and created the snapshot the Sustainability Data is transmitted to the IFS Services platform where it is first aggregated to a level to allow KPI calculation, where KPI's can be calculated as per KPI Overview page, and as required to allow Customer to assess its KPI Measurements. The Aggregated Sustainability Data is then used to conduct the KPI calculation and provide the KPI Measurements (this shall be the Services for the purposes of the IFS Services Terms).
- b. The Aggregated Sustainability Data is maintained in the IFS Services platform to allow Customer to continue to iterate and manage its Sustainability Plan and to continue to calculate KPIs.
- c. IFS provides calculated KPIs to facilitate disclosure efforts. However, customers are responsible for ensuring the accuracy and relevance of all calculations, logic, and outputs generated, verifying that they align with their business needs and compliance requirements. IFS assumes no responsibility for any issues arising from reliance on these processes and IFS does not warrant or guarantee that use will achieve compliance with any applicable regulations or standards.

#### 3. Data Service

- a. The Customer must purchase the IFS Data Service from IFS to add data from external sources, whether as raw data or aggregated data, and system defined calculated KPI's (including those relating to IFS Cloud data) to the Customer's Sustainability Plan.
- b. To consume the Data Services, Customer will ensure it has sufficient storage capacity whether through IFS' Cloud Services or its own environments, if and where such service is available for remote deployments. The Customer shall be responsible for ensuring its users understand the Data and how they should be consumed, as well as managing controls for consumption.

#### 4. General Terms

- a. IFS Cloud Sustainability Management Module utilizes the IFS Service. The IFS Service Terms apply and are incorporated into these Terms.
- b. IFS may track and analyze the usage and consumption of the services for purposes of determining usage / consumption made of the service, for the purposes of security, to assist customers, and for improving IFS software and services and the user experience in using such software and services. For example, IFS may use this information to help customers derive more value from the software and services, to understand and analyze trends, or to track which features are used most often in order to improve the software and services. IFS may share anonymous usage data with its service providers for the purpose of helping in such tracking, analysis, and improvements. Additionally, IFS may share such anonymous usage data on an aggregate basis in the normal course of operating their business; for example, IFS may share information publicly to show trends about the general use of its software and services.

#### 5. Definitions

The definitions used in these Terms have the meaning given in the Agreement or below.

- a. **"Aggregated Sustainability Data"** means Sustainability Data once it has been aggregated as described in section 2.1.
- b. **"Data Service"** means a set of data-based services running in the IFS Service. With respect to IFS Cloud Sustainability Management Module, use of such Data Service is for the purposes of transferring data from IFS Cloud to IFS Service, initiating KPI calculation for automated KPIs, and retrieving the resulting data to IFS Cloud Customer environment.
- c. **"IFS Service"** refers to the IFS multi-tenanted service. For IFS Cloud Sustainability Management Module, the IFS Service is used with the Data Service as described in these Terms.
- d. **"IFS Service Terms"** means the terms for the IFS Service found at [ifs.com/legal](http://ifs.com/legal).
- e. **"KPI"** means the key performance indicators selected by Customer to create the Sustainability Plan and for which KPI Measurements can be attributed to.
- f. **"KPI Measurement"** means the measurements recorded, as an outcome of a calculated measurement, or the value inputted by Customer where it is manually added.
- g. **"Sustainability Data"** means data selected by Customer from the KPI Catalog, data from IFS Cloud, IFS Emissions Tracker (if licensed by Customer) as well as manually inputted data and KPI's which can be imported into IFS Cloud. If the Customer has

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purchased the Data Service from IFS, Customer may also add data from external sources whether as raw data or aggregated data, and system defined automated KPI's (including those relating to IFS Cloud data).

- h. "**Sustainability Plan**" means the plan created by the Customer to track against its sustainability targets and review data quality for a reporting period by selecting KPI's to measure.

**IFS Customer Engagement (IFS CE) - WhatsApp Social Media Channel -Terms of Use**

In order to activate the WhatsApp social media channel customer agrees to the terms set out below. Customer understands and agrees that data collected in data collection form on IFS Customer Engagement Administrator Portal will be retained by IFS and passed to Twilio. The data will be used by both parties to enable and maintain the API. Twilio reference that use will be in accordance with [Twilio Privacy Policy](#). IFS reference that use will be in accordance with [Privacy, Cookies & GDPR | IFS](#)

This information will also be passed on to WhatsApp (owned by Facebook). Terms:

- Customer understands that the WhatsApp social media channel is only available through certain authorised providers. IFS works with Twilio to enable WhatsApp for IFS Customer Engagement utilizing the Twilio API for WhatsApp ("API").
- IFS Customer Engagement customers who wish to utilize API must have and retain a Facebook Business Manager account. To activate such account, customers must arrange through Facebook directly, not through IFS or Twilio.
- You will limit the use of your WhatsApp Business Account ("WABA") to your business. You are not entitled to swap or gain access to WABAs that are not created for your business. You will not permit access by government authorities or on behalf of third parties that represent a government authority without written approval from WhatsApp.
- In order to use the API you accept the WhatsApp Client Terms and you will accept such terms in the manner required by Twilio. A copy of the WhatsApp Client Terms will be provided to you by Twilio at the time of registering. You are required to complete the WhatsApp Terms of Service by completing a [separate Google Form](#) provided by Twilio. Completion of the form and acceptance of the terms is mandatory to enable WhatsApp through IFS CE.
- IFS do not charge a fee for use or access to the WhatsApp business solution, IFS may charge for other products and services. The WhatsApp business solution is not to be used standalone from IFS CE.
- Customer understands and agrees that the content of WhatsApp communications sent through the API will be visible in IFS CE and visible to Twilio.
- Customer understands that WhatsApp and Twilio reserve the right to immediately limit, suspend or terminate your access to the WhatsApp business solution if you are found to be violating their terms of service and WhatsApp reserve the right to suspend or terminate the WhatsApp business solution at any time. If so terminated, the API will no longer be available to Customer and Customer will not be permitted to use the WhatsApp social media channel. IFS shall not be liable, and disclaims any liability for, any such limitation, suspension or termination.

## **IFS AI TERMS**

These IFS AI terms ("AI Terms") are supplemental to the Agreement and apply to artificial intelligence Software provided with the Software ("AI Technology(ies)"). Any third-party terms applicable to third party software shall apply and take precedence over these AI Terms as it relates to such third-party software.

### **1. Definitions**

Definitions used in the Agreement shall apply in these terms, in addition to the additional definitions below:

"Result(s)" means any results generated while operating the AI Technologies or any content generated by AI Technologies as output, based on the data and other source content provided to the AI Technologies, including without limitation Customer Data, and the data used to train the AI Technologies.

### **2. Results**

2.1 It is acknowledged and agreed that:

- (a) Results are provided for assistance and information purposes only and do not entail or constitute legal, financial, operational or professional advice;
- (b) Results are created based on a statistical analysis of the source content, without any understanding of the source content as such;
- (c) all Results depend on the quality of the input data or other source content on which the Results are based, and IFS cannot have and does not accept any liability of any kind for any inaccurate or incomplete data or source content; and
- (d) given the nature of AI functionality, its use may result in incorrect, incomplete, biased, unfair, unexpected or inaccurate Results, or which is otherwise unfaithful to the provided source content.
- (e) Customer is solely responsible for:
  - (i) The accuracy and quality of Customer Data and for any Results; and
  - (ii) Implementing appropriate controls and human oversight for verification and validation of bias within any source content and Results (which may require obtaining professional advice as appropriate), and the reliance on, and any decision, action or omitted action based on, any Results (including deciding whether any Results are suitable for the specific purpose to which they are put).

2.2 Without prejudice to Customer's rights in Customer Data:

- (a) Results may not qualify for intellectual property protection;
- (b) Similar or the same Results may be produced by the Software in response to similar requests from different customers; and
- (c) Customer's rights in any Results may not be enforceable against other users of the AI Technologies; and in any event, Customer's ownership in the Results is subject to IFS and/or its licensor's ownership rights in AI Technologies, IFS Materials, and data used to train the AI Technologies ("IFS Materials"). Customer is granted a license to use, and may only use, the IFS Materials in the Results to the same extent as Customer is permitted to use the Software.

2.3 IFS's indemnification obligations, to the extent provided in the Agreement, shall apply to the AI Technologies, but not to the Results.

### **3. Legal Framework**

3.1 Customer acknowledges that the legal framework applicable to and the interpretation of competent courts and authorities regarding the use of certain AI Technologies is evolving and may be subject to future changes. If a change in law or the interpretation of a competent court or authority results in restrictions in the use of certain technology in the Software, Customer accepts that the scope of use may need to be reduced or the impacted technology be amended, replaced or discontinued to address such restrictions.

### **4. Acceptable Use**

4.1 Customer will use the AI Technologies responsibly and in a legally compliant manner.

4.2 Customer will not:

- (a) Use the AI Technologies or the Results to develop, train, or improve other AI functionality, services or AI models, unless explicitly permitted by IFS; or
- (b) Use web scraping, web harvesting, or web data extraction methods to extract data from the AI Technologies or Results.

4.3 Customer will not circumvent measures made available by IFS or a third-party, including but not limited to those intended to help prevent copyright infringement, data breaches, or security incidents.

4.4 Customer will not process any health information protected by regulations that control the use of medical data by AI functionality including without limitation, the GDPR, AI Act and the Health Insurance Portability and Accountability Act (including any implementing regulations and as amended from time to time).

**IFS CLOUD SERVICES – SPECIAL TERMS**

## **European Restricted Access Service Terms**

These European Restricted Access Service Terms ("Terms") specifies the terms and conditions which apply to the EURA Service (defined below). Terms defined in the Customer's Master Agreement with IFS shall also apply in these Terms. These Terms shall prevail and take precedence in the event of any conflict with any other terms forming part of the Agreement.

### **1. Scope**

- 1.1. The IFS EURA Service is designed to address specific data residency and privacy needs of European IFS customers by ensuring that their environments and Content in those environments reside only in EEA or EFTA data centers and by restricting IFS personnel's access to, and processing of Content in, the customer environments when providing IFS Cloud Services and associated Support Services, from locations within the EEA, EFTA and the UK ("EURAService").
- 1.2. These Terms apply and are supplemental to the terms under which the IFS Cloud Services and associated Support Services are provided ("IFS Cloud Services Terms"). Except as amended by these Terms, the IFS Cloud Services Terms shall remain in full force and effect.
- 1.3. The EURA Service shall only apply whilst the EURA Environment is maintained in the EEA or EFTA data centers, if Customer elects to move such data center location outside of EEA or EFTA, the EURA Service and these Terms shall cease to be of any effect and IFS standard (non-EURA Service) procedures for delivering IFS Cloud Services will resume, including the transfer of data to non-EEA, EFTA and UK countries.

### **2. Definitions**

In addition to or in replacement for the defined terms set forth in the IFS Cloud Services Terms, defined terms used herein shall have the meaning as given to them below.

- 2.1. "**Content**" means Customer Data and other data which is submitted to the Cloud Platform, excluding system related data which IFS controls and uses in the provision of the EURA Service.
- 2.2. "**EEA**" or "**European Economic Area**" means European Union plus Iceland, Liechtenstein and Norway.
- 2.3. "**EFTA**" means Iceland, Liechtenstein, Norway and Switzerland.
- 2.4. "**EURAService**" has the meaning given to it in section 4.1.1 below.
- 2.5. "**EURAService**" has the meaning given in section 2.1 above.

### **3. The Enhanced Control Services**

Subject to as agreed and specified in the applicable Order Form, IFS will provide the EURA Service as follows:

#### 3.1. Cloud Platform

- 3.1.1. The EURA Service will be provided for the IFS Cloud Service Environment(s) specified in the applicable Order Form where EURA Service is stated therein ("EURAService").

#### 3.2. Access Control

- 3.2.1. IFS will manage access controls to comply with the service definition for the EURA Service (defined above).
- 3.2.2. The EURA Service will be provided by, and IFS's access to the agreed EURA Environment(s) will be restricted to, only persons located within the EEA, EFTA and the UK.

#### 3.3. Training

- 3.3.1. All IFS personnel providing EURA Service will undergo awareness training and regular refresh training with respect to the controls established to deliver the EURA Service.

#### 3.4. Subcontractors

- 3.4.1. IFS may use subcontractors to provide services hereunder on its behalf. Any subcontractors used in delivery of the EURA Service will be permitted to access Customer Content in the EURA Environment(s) only to deliver the services for which they have been retained to provide and will be obligated to follow IFS's policies, including without limitation, the restrictions and controls applicable to the EURA Service. IFS remains responsible for its subcontractors' compliance with IFS' obligations.

#### 3.5. Data Processing Terms

- 3.5.1. One of the following provisions shall apply:

- (a) If Customer already has signed Data processing Addendum/Agreement with IFS, the terms of the Amendment to the Data Processing Addendum found at [ifs.com/legal](http://ifs.com/legal) posted as of the Order Form Start Date of the Order Form including the EURA Service ("EURAService") will apply and take precedence with regard to the EURA Service. To the extent the Standard Contractual Clauses apply, as described in the Amendment to the Data Processing Addendum referenced above, Customer and its applicable Affiliates are each the data exporter, and Customer's signature of the EURAService, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

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(b) If Customer has no current Data Processing Addendum/Agreement with IFS, the terms of the Data Processing Addendum found at [ifs.com/legal](http://ifs.com/legal) posted as of the Order Form Start Date of the EURA Order shall be incorporated herein by reference. To the extent the Standard Contractual Clauses shall apply as described in the Data Processing Addendum referenced above, Customer and its applicable Affiliates are each the data exporter, and Customer's signature of the EURA Order, shall be treated as its execution of the Standard Contractual Clauses and Appendices.

**3.6. Security Incidents**

3.6.1. The security incident handling process designated by IFS will apply to the EURA Service, subject to the following:

- (a) Customer acknowledges that effective investigation or mitigation of a security incident involving the EURA Service may be dependent upon information or configurations within its control and that the success of such investigation and mitigation may require the Parties' collaborative efforts. If Customer becomes aware of any access or transfer of Content to non-EEA, EFTA or UK countries to store, process, or transmit Content, Customer will promptly notify IFS of such event and provide reasonable assistance and information necessary for IFS to investigate and report such event.
- (b) If either Party determines it is necessary or prudent to make a disclosure to the appropriate authorities regarding the treatment of Content hereunder, such Party will work in good faith to notify the other Party of such disclosure prior to providing such disclosure. The Parties will work together in good faith in the development and reporting of any such disclosure.

**4. Other Customer Responsibilities**

4.1. Whilst IFS has established the infrastructure and operational components of the EURA Service to support its customers, Customer acknowledges and accepts that it is ultimately responsible for the protection and architecture of its applications in its software solutions and environments and their regulatory compliance. Customer acknowledges that it is solely responsible:

- (a) For adopting and implementing such policies and practices for its Users' use of such services, to prevent transfer or disclosure of data outside of EEA, EFTA or UK; and
- (b) to ensure that Content is not shared or made accessible to IFS's personnel in any way other than as permitted under these Terms and the associated data processing terms, including without limitation not to share any Content via email attachments, chats, screen sharing, IFS Community or similar exchanges, or in conjunction with any Case reporting or tracking via the IFS Case Management Portal.

## **IFS Assyst Terms**

These special terms ("Supplemental Terms") outline the specific terms and conditions that govern the provision of IFS Cloud Services for IFS Assyst. These Supplemental Terms are to be read in conjunction with the general terms outlined in the Customer's Master Agreement with IFS and the applicable Order Form. In the event of any inconsistencies between these Supplemental Terms and other terms forming part of the Agreement, these Supplemental Terms shall prevail.

### **1. Platform Maintenance and Assyst Service - Supplemental Terms**

#### **1.1. DOWNTIME**

The Scheduled Downtime Windows\* are:

- **Scheduled Maintenance Window:** First Sunday of each month 07:00-12:00 BST / GMT
- **Data Centre Scheduled Maintenance Window:** First Sunday of each month 07:00-12:00 BST / GMT
- **Customer Dedicated Maintenance Window:** First Sunday of each month 07:00-12:00 BST / GMT

For customers who may operate over the weekend, we can offer, by prior arrangement and separate terms, a modified maintenance schedule allowing IFS to automate the patching of your dedicated servers in a window of your choosing. Note that this will be in addition to the Scheduled Maintenance Window operating across the rest of the datacenter platform for shared components.

#### **1.2. Minor Maintenance Tasks**

Minor maintenance tasks, which do not affect Availability, will be applied during the Scheduled Downtime Window and will not be communicated directly to the Customer.

#### **1.3. Major Maintenance Tasks**

Major maintenance tasks, which do affect Availability, will be applied during the Scheduled Downtime Window and these will be communicated directly to the Customer with a minimum of 14 days prior notice.

#### **1.4. Scheduled Maintenance Window Impact**

During the Scheduled Maintenance Window, IFS may suspend some or all of the IFS Cloud Services to carry out scheduled maintenance or emergency repairs. Servers and services may be stopped and restarted.

#### **1.5. Automated Security Patching**

Automated monthly security patching and regular maintenance update tasks will not be communicated directly to Customer.

#### **1.6. Assyst Only Support Services – Support Terms**

##### **1.6.1. Contact for Support Services**

The support terms applicable to the Assyst service are the IFS Cloud Support Terms subject to the changes specified below:

Contact for Support Services is currently through: [axios.support@ifs.com](mailto:axios.support@ifs.com). The method of access to Support Services may be updated from time to time by notice to customers.

##### **1.6.2. Releases and Updates**

Releases of IFS Assyst are made available to Customer and installed by Customer at Customer's discretion. In the event Releases and Updates are moved to a push process for all customers, IFS reserves the right to automatically provision Releases and Updates.

### **2. Offboarding Assistance**

#### **2.1. Back-up and Return of Content**

##### **2.1.1. Back-ups**

IFS will make back-ups of the Content on a daily basis and will retain such back-ups on the following basis:

- Daily backups, for seven days
- Weekly backups for four weeks
- Monthly backups for 1 month (production environment only) unless otherwise agreed by IFS in the Order Form

#### 2.1.2. Off-boarding/Return of Content

A copy of the production database will be retained for a maximum\* of thirty (30) days at the end of the Subscription Term. The Customer may request the return of Content within such period. At the end of this period, the copy of the Content will be expunged from IFS' systems and backups. Expunging Content is irreversible.

\*IFS reserves the right to delete the retained production database if Customer confirms it has completed the download of the production database prior to the specified maximum thirty (30) day period.

### **3. Email Services**

The standard IFS Assyst service includes an email transmission capability. It is the responsibility of the Customer and its own email system to process and/or relay received emails onto the appropriate users, groups, and/or domains.

### **4. Authentication Services**

The standard IFS Assyst service requires the Customer to use SAML 2.0 authentication mechanism for authenticating end users. It is the responsibility of the Customer to provision and configure appropriate SAML IdP endpoints and, where necessary, federate their domains.

### **5. Customer Obligations**

#### **5.1. Customer Administration of the Services**

Customer may specify Users as "Administrators" through the dashboard. Administrators may have the ability to access, disclose, restrict, or remove Content in or from accounts. Administrators can also monitor, restrict, or terminate access to service accounts. Customer is responsible for:

- Maintaining the confidentiality of passwords and Administrator accounts; and
- Managing access to Administrator accounts.

#### **5.2. System and Network Security**

Violations of system or network security are prohibited and may result in criminal and civil liability. IFS will investigate incidents involving such violations and will cooperate with law enforcement. Examples of system or network security violations include, without limitation:

- Unauthorized access to or use of data, systems, or networks, including any attempt to probe, scan, or test the vulnerability of a system or network or to breach security or authentication measures without the express authorization of the owner of the system or network;
- Unauthorized monitoring of data or traffic on any network or system without the express authorization of the owner of the system or network;
- Interference with service to any user, host, or network including, without limitation, spamming, flooding, deliberate attempts to overload a system, and broadcast attacks;
- Forging of any TCP-IP packet header or any part of the header information in an email or a newsgroup posting.

If approached with complaints relating to any system or network violations, IFS will cooperate and assist law enforcement bodies with their investigations to bring such misuse and violations to an end.

### **6. Third-Party Services**

If Customer uses any third-party service (e.g., a service that uses B2B interface, REST API, or other bridge connectivity to a third-party system) with the IFS Cloud Services:

- IFS will not be responsible for any act or omission of the third party, including the third party's access to or use of Content; and
- IFS does not warrant or support any service provided by the third party.

**IFS Energy and Resources Software Specific Terms**

## **IFS Energy and Resources iLandMan Specific Terms**

In addition to license terms contained in the Agreement, the Customer agrees to observe the following terms with respect to the iLandman software:

### **1. Terms:**

- 1.1. **Storage Space:** IFS provides Customer maximum disk storage space of 100 GB for IFS Energy and Resources iLandMan at no additional charge. If Customer's disk storage exceeds these limits, IFS will charge Customer for additional storage at a rate of \$500.00 per year for an additional 200 GB or \$1000.00 per year for an additional 450 GB of storage space. IFS will use reasonable efforts to notify Customer when the average storage used reaches approximately 90% of the maximum; however, IFS' failure to so notify Customer shall not affect Customer's responsibility to pay for additional storage. IFS reserves the right to establish or modify its general practices and limits relating to storage of Customer data during the term of this Agreement upon at least thirty (30) days prior written notice to Customer.
- 1.2. If at any time Customer's Net User count increases, and Customer moves into a higher pricing tier, Customer will be invoiced for the incremental fees owed (the difference between the old fees and new fees based on increased Net User count) based on IFS's then-current standard fees for the new Net User count tier.
- 1.3. Notwithstanding anything to the contrary in the Agreement, the iLandMan products described herein shall be subject to the terms and conditions below. In the event of a conflict between the terms of the Master Agreement, or the SaaS Addendum and the terms and conditions below, the terms and conditions below shall govern and control.
- 1.4. IFS will use commercially reasonable efforts to operate the Hosted Environment and provide the SaaS Services and associated Maintenance for the Software as specified in this Order Form in accordance with the following:
  - 1.4.1. IFS will provide technical support for errors to customers who have become iLandMan Certified via the completion of the iLandMan Web Based Training Program. Customer will submit requests for technical support for errors via the iLandMan help desk, available through the iLandMan website, and iLandMan will respond to such requests within one (1) business day of submission. Technical support shall be available via email or phone correspondence, during normal business hours of 8:00 a.m. and 5:00 p.m. CST, Monday through Friday. Notwithstanding the foregoing, iLandMan shall have no obligation to provide technical support and upgrades for (i) corrections of difficulties or defects due to Customer's computer hardware, the computer environment, the computer operating system, use of the SaaS Services on equipment or an operating system not approved by iLandMan or other causes external to the SaaS Services.
  - 1.4.2. **iLandMan SaaS Service Access.** The iLandMan SaaS Services are made available to the Customer via the customer portal located at <http://www.ilandman.com>, with Customer specific login credentials.

**IFS Energy and Resources Merrick Specific Terms**

In addition to license terms contained in the Agreement, the Customer agrees to observe the following terms with respect to the Merrick software:

1. Each contract year during the Term, Customer shall provide IFS with a written certification of Customer's Active Well Count for its most recently completed fiscal year ("Annual True-Up"), which certification shall be signed by a duly authorized officer of Customer and delivered to IFS no later than sixty (60) days prior to the end of the then current contract year. Customer agrees to provide information requested by IFS, such as Active Well Count within 60 days of such written request. If necessary, IFS may run a script on Customer's computer system in accordance with the terms of Agreement to verify Customer's compliance with this Order Form.
2. If at any time Customer's Active Well Count increases, and Customer moves into a higher completion count pricing tier, Customer will be invoiced for the incremental fees owed (the difference between the old fees and new fees based on increased Active Well Count) based on IFS's then-current standard fees for the new completion count level.

**IFS Energy and Resources Land Specific Terms**

In addition to license terms contained in the Agreement, the Customer agrees to observe the following terms with respect to the P2 Land software:

1. Each contract year during the Term, Customer shall provide IFS with a written certification of Customer's Agreement Count for its most recently completed fiscal year ("Annual True-Ups"), which certifications shall be signed by a duly authorized officer of Customer and delivered to IFS no later than sixty (60) days prior to the end of the then current contract year.
2. If at any time Customer's Agreement Count increases, and Customer moves into a higher completion count pricing tier or agreement tier, Customer will be invoiced for the incremental fees owed (the difference between the old fees and new fees based on increased Agreement Count) based on P2's then-current standard fees for the new level.

**Tobin All Access ("TAA") Specific Terms****1. Data Access:**

1.1. TAA products ordered will be available solely through the Tobin Data Portal. Login and Password will be provided upon receipt of payment. Delivery of data in non-standard format(s) or by Tobin distribution will result in time and materials processing fees, based on IFS' then-current rates (which, currently are \$250 per hour (minimum fee of \$500)). Processing fees, applicable sales tax and shipping and handling will be invoiced with each delivery.

**2. Tobin Add-ons:**

2.1. Description: Tobin Connect product provides Customer with a Web map service (WMS) which provides Customer with a URL to embed pre-formatted TAA data licensed by Customer into third-party applications or proprietary, internally facing web-based map portals. P2 reserves the right to change, modify, add or remove functionality of Tobin Connect at any time.

**Third Party Software Specific Terms**

## **ORACLE**

These terms are supplemental to the license terms with IFS. It is noted that ASFU licensing (Premium EE or Classic EE) is based on number of IFS Users, whereas FU licensing (SE 2 or EE) is based on number of users in combination with hardware configuration and processor licenses.

### **1. Definitions**

The following terms shall have the following meanings as used in these terms:

- 1.1. "Oracle Application Specific Full Use Programs" (or "ASFU License") shall mean the Oracle software programs used in conjunction with and for the purpose of the IFS Application Software for which a restricted use license is granted on the terms set out below. This is a third-party software product.
- 1.2. "Oracle Programs" shall mean any Oracle software programs to which Customer has been granted a license by IFS.
- 1.3. "End User License" shall mean a nonexclusive, non-transferable right for Customer to use an object code copy of the ASFU License on these terms, for internal use only and not for purposes of any further distribution.
- 1.4. "Oracle User" means all users (physical persons and devices) accessing the Oracle database. All Oracle Users must be licensed, regardless whether the individual is actively using the database at any given time

### **2. Licenses**

- 2.1 The standard Oracle Corporations global terms and conditions do not apply to the IFS ASFU license, the terms of which are specific to IFS. Any request directly to the Customer from a local Oracle affiliate to audit the use of Oracle ASFU, or contrary advice about Oracle licensing conditions, must be referred immediately to IFS and IFS will communicate directly with Oracle Corporation.
- 2.2 If the Customer is not licensing Oracle Programs from IFS, then the Customer agrees in accordance with IFS' instructions, to deliver a written statement confirming the existence of a valid license agreement approved by Oracle for use in conjunction with the IFS Application Software hereunder.
- 2.3 Subject to as specified in the applicable Order/Order Form and the due and timely payment of the applicable fees, Customer is granted a license to use the ASFU License for the applicable license term subject to the license terms with IFS as supplemented by the following terms:
  - 2.3.1 In the event of a conflict between the license terms with IFS and these terms, with respect to use of the ASFU License, these terms and conditions will prevail.
  - 2.3.2 Use of the ASFU License shall be permitted solely, expressly excluding all other purposes of any kind, for the internal business purposes of the Customer and its majority-owned subsidiaries (to the extent such entities remain majority-owned subsidiaries) and they agree to be bound by the terms, conditions and restrictions hereof, and provided that the Customer will remain responsible and liable for the due fulfilment, as well as any violation, of such terms, conditions and restrictions by each such majority-owned subsidiaries.
  - 2.3.3 Customer may permit agents or contractors (including outsourcers) to use the ASFU License on the Customer's behalf for the Customers internal business operations. Subject to as expressly agreed by IFS in writing, for IFS Application Software modules that are specifically designed to facilitate interactions between the Customer and its customers and suppliers, the Customer may permit its customers and suppliers to use the ASFU License in furtherance of such interactions subject to complying with the applicable license as well as these terms. Customer shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the ASFU License and compliance with these terms.
  - 2.3.4 Customer shall have the right to use an object code version of the ASFU License solely in conjunction with and within the scope of the IFS Application Software.
  - 2.3.5 Customer may not (nor enable or permit others to): (a) use or permit use of the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) and make the Oracle Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license).
  - 2.3.6 Customer may copy the Oracle Programs for archival or backup purposes, and make a sufficient number of copies for the specified use. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies.
  - 2.3.7 Customer shall not cause or permit the reverse engineering (unless required by law for interoperability), disassembly, decompilation, translation, modification or adaptation of the Oracle Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs). Customer shall not disclose results of any benchmark tests of the Oracle Programs to any third party without Oracle's prior written approval. Customer may not assign or otherwise transfer this license or the Oracle Programs.

- 2.3.8 Upon the expiry or termination of Customer's license to use the IFS Application Software and/or the ASFU License for whatever reason, Customer shall discontinue use of the ASFU License (including all copies thereof) and either destroy them or return them.
- 2.3.9 The Oracle Programs are the proprietary products of Oracle and are protected by copyright and other intellectual property laws. Customer acquires only the right to use Oracle Programs and does not acquire any rights, express or implied, in the Oracle Programs or media containing Oracle Programs other than those specified herein. Oracle, or its licensor, shall at all times retain all rights, ownership, title, interest, including patent rights and other intellectual property rights, in the Oracle Programs and media.
- 2.3.10 Customer will permit IFS to audit the Customers (and any permitted Affiliate's) use of the ASFU License, provide reasonable assistance in access to information in the course of such audit and permit IFS to report the audit results to Oracle Corporation.
- 2.3.11 The ASFU License may include some Oracle source code that is provided as part of the standard shipment, such source code shall be governed by the license terms with IFS and these terms. Third party technology that may be appropriate or necessary for use with the ASFU License is specified in the package documentation terms associated with the ASFU License and such third-party technology is licensed to the Customer for use only with the ASFU License and under the terms of the third-party license agreement specified in the ASFU License package documentation.
- 2.3.12 Customer accepts that Oracle disclaims, to the extent permitted by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the Oracle Programs. Moreover, Oracle disclaims any liability to perform any obligations or incur any liability not specifically agreed to by Oracle.
- 2.3.13 The application of the Uniform Computer Transactions Act is excluded.
- 2.3.14 Oracle Corporation shall be designated as a third-party beneficiary for the purposes of the license terms with IFS and these terms.

### **3. Support and Maintenance**

- 3.1. Subject to as specified in the applicable Order/Order Form and payment of the applicable fees, IFS will provide support and maintenance services to Customer for the ASFU License, including, where applicable, making available new versions of the ASFU License to the Customer on suitable data media or via suitable electronic means of transmission, in accordance with the applicable support and maintenance terms and these terms. In the event of a conflict between the aforesaid terms and conditions with respect to support and maintenance of the ASFU License, these terms will prevail.

## **IFS MIDDLEWARE SERVER**

The IFS Middleware Server contains a third-party software product licensed to the Customer on the terms applicable to the IFS Application Software supplemented by these terms. In the event of any conflict between the applicable license terms for the IFS Application Software and these terms, these terms will prevail.

- (a) Customer is granted a license to use the IFS Middleware Server for the applicable term. Any unauthorized use of the IFS Middleware Server shall constitute cause for termination of this license. Use of the IFS Middleware Server shall be permitted solely in conjunction with and within the scope of the IFS Application Software, and solely for the internal business purposes of the Customer expressly excluding all other purposes of any kind, for the internal business purposes of the Customer and its majority-owned subsidiaries (to the extent such entities remain majority-owned subsidiaries) and they agree to be bound by the terms, conditions and restrictions hereof, and provided that the Customer will remain responsible and liable for the due fulfilment, as well as any violation, of such terms, conditions and restrictions by each such majority-owned subsidiaries. Customer may permit agents or contractors (including outsourcers) to use the IFS Middleware on the Customers behalf for the Customers internal business operations. Subject to as expressly agreed by IFS in writing, for IFS Application Software modules that are specifically designed to facilitate interactions between the Customer and its customers and suppliers, the Customer may permit its customers and suppliers to use the IFS Middleware in furtherance of such interactions subject to these terms. Customer shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the IFS Middleware and compliance with these terms.
- (b) All hardware on which copies of the IFS Middleware Server resides must be licensed, and the licensed cores may be divided between the servers provided the total number of licensed cores is not exceeded (by way of example between live, test and hot backup servers).
- (c) Customer shall not cause or permit the reverse engineering (unless required by law for interoperability), disassembly, decompilation, translation, modification or adaptation of the IFS Middleware Server (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs). Customer is prohibited from publication of any benchmark tests of the IFS Middleware Server. Customer may not assign or otherwise transfer this license or the IFS Middleware Server. Customer may copy the IFS Middleware Server for archival or backup purposes, and make a sufficient number of copies for the specified use. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies. Upon the expiry or termination of Customer's license to use the IFS Application Software and/or the IFS Middleware Server, the Customer must destroy or return all copies to IFS.
- (d) The IFS Middleware Server may include some Oracle source code that is provided as part of the standard shipment, such source code shall be governed by the terms of the license terms with IFS and these terms. Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the package documentation terms associated with the IFS Middleware Server and such third-party technology is licensed to the Customer for use only with the IFS Middleware Server and under the terms of the third-party license agreement specified in the IFS Middleware Server package documentation.
- (e) The IFS Middleware Server is the proprietary product of Oracle and is protected by copyright and other intellectual property laws. Customer acquires only the right to use the product and does not acquire any rights, express or implied, therein or media containing the program other than those specified herein. Oracle, or its licensor, shall at all times retain all rights, ownership, title, interest, including patent rights and other intellectual property rights, in IFS Middleware Server and media. Customer will permit IFS to audit the Customers use of the IFS Middleware Server, provide reasonable assistance in access to information in the course of such audit and permit IFS to report the audit results to Oracle Corporation.
- (f) Customer accepts that Oracle disclaims, to the extent permitted by applicable law, Oracle's liability for (i) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (ii) any loss of profits, revenue, data or data use, arising from the use of the IFS Middleware Server. Moreover, Oracle disclaims any liability to perform any obligations or incur any liability not specifically agreed to by Oracle.
- (g) Oracle Corporation shall be designated as a third-party beneficiary of the license terms with IFS and these terms.

## **2C8 MODELING TOOL**

IFS has the right to grant license to Customer on behalf of 2conciliate Business Solutions AB (hereinafter "2conciliate") for use of the 2c8 Modeling Tool (the "Software"), as further set forth in this end user license and maintenance agreement (the "EULA").

### **1. LICENSE GRANT AND OWNERSHIP**

Subject to payment of the applicable price, Customer is hereby granted a nonexclusive, non-transferable and non-assignable license to use the Software, in object code, and the appurtenant end user documentation necessary for such use, in accordance with the terms and conditions of this EULA, the Order/Order Form and the appurtenant end user documentation.

All title, copyright, trademark and other proprietary rights pertaining to or arising from the Software and the documentation referred to above in this Section shall remain with 2conciliate.

Official 2conciliate Software products, 2conciliate services and all related materials are always written in English, but can be provided in other languages.

2conciliate reserves the right to add Customer's name and logo to the reference list of Software users.

### **2. LICENSE ACTIVATION AND LICENSE KEY**

The Customer accepts that a customer specific license key obtained from 2conciliate is required to activate the Software license in a designated system ("License key") and that 2conciliate is entitled to register information concerning Customer's designated system, number of users and use of the Software for the purpose of administrating License key's and its rights under this EULA. The Customer further accepts that the creation and distribution of the License key is subject to the full payment by Customer of the applicable Software price.

The Customer is responsible for the use of the License key and Software licenses activated by Customer's License key. Any additional activation of licenses under the License key shall be promptly payable by Customer in accordance with the current Software price. A license can be transferred to a new user if the reason is that the original user terminates his or her employment with the Customer. If the Customer wishes to transfer the license from one user to another for any other reason, a fee of 25% of current annual maintenance cost will be charged.

### **3. UNDERTAKINGS BY THE CUSTOMER**

Without prejudice to the generality of the license granted under this EULA, the Customer undertakes the following with respect to the Software:

- (a) not to make copies or reproduce or translate or adapt or decompile or in any other way create derivative products of the Software except as provided under the applicable mandatory laws or in this EULA;
- (b) to maintain accurate and up-to-date records at all times of the number, location and number of users of all copies of the Software and on what equipment the Software is used and to notify 2conciliate of any amendments necessary and to provide the information to 2conciliate on request;
- (c) to supervise and control the use of the Software in accordance with the terms of this EULA;
- (d) to reproduce and include the copyright notice contained in or on the Software, on all and any copies made, whether in whole or in part, in any form, including partial copies or modifications of the Software made herein; and
- (e) not to provide or otherwise make available the Software in whole or in part (including but not limited to applications, program listings, object code, source program listings, and source code), in any form, to other persons than included in the Order/Order Form, 2conciliate personnel or 2conciliate authorized resellers or representatives, without prior written consent from 2conciliate or as otherwise provided in this EULA or under the applicable mandatory laws.

### **4. ALTERNATION AND ADDITIONS TO THE SOFTWARE**

Alterations and additions to or in connection with the Software may only be carried out by 2conciliate or 2conciliate authorized resellers or representatives and no liability whatsoever shall be accepted by 2conciliate for any alterations or additions carried out by others than 2conciliate nor for any effect on the Software.

Customizations of the Software to the extent and scope defined in the end user documentation are allowed and are in accordance with this EULA and are not in breach of the copyright of 2conciliate Software. No copyright or other intellectual property rights are affected or transferred in making the customizations. No liability whatsoever shall be accepted by 2conciliate for any customization of the Software nor for any effect may such customizations have on the Software or the support thereof.

## 5. WARRANTY AND LIABILITY

2conciliate warrants that the Software shall upon delivery and ninety (90) days from delivery substantially conform to its published specifications. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to Customer as the original licensee. The Customer acknowledges that software in general is not free of errors and agrees that the existence of such shall not constitute a breach of the EULA. Software errors are defined for the purpose of the EULA as any error in the Software that substantially affects the Software's performance under the EULA.

In no event does 2conciliate warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In the event that the Customer discovers an error and notifies 2conciliate of such within three (3) calendar months of the delivery of the Software, 2conciliate shall use reasonable endeavors to correct the error, provided that the error is not due to any modification, variation or addition to the Software not performed by 2conciliate or by the incorrect use, abuse, or corruption of the Software or by use of the Software with other software or on equipment with which the Software is not compatible.

2conciliate's obligation under above warranties shall be its sole liability and all other representations, conditions, warranties and terms, including without limitation the quality, fitness for purpose or merchantability of the Software, whether express or implied, statutory or otherwise, are hereby excluded save to the extent that the same are not capable of exclusion at law.

2conciliate SHALL NOT BE LIABLE TO THE CUSTOMER OR ANY OTHER PARTY FOR ANY LOSS OR DAMAGE WHATSOEVER OR HOWSOEVER, DIRECTLY OR INDIRECTLY, CAUSED BY OR ARISING IN CONNECTION WITH THE SOFTWARE, ANY NEW RELEASE OF THE SOFTWARE OR THEIR USE OTHERWISE, EXCEPT TO THE EXTENT TO WHICH IT IS UNLAWFUL TO EXCLUDE SUCH LIABILITY UNDER THE APPLICABLE LAW. NOTWITHSTANDING THE GENERALITY OF THE AFORESAID, 2conciliate SHALL NOT IN ANY EVENT BE LIABLE WHETHER IN CONTRACT, TORT, BY REASON OF NEGLIGENCE OR OTHERWISE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE WHICH MAY ARISE IN RESPECT OF THE SOFTWARE, ITS USE OR ANY ITEM OR SERVICE PROVIDED OR IN RESPECT OF ANY EQUIPMENT OR PROPERTY USED IN CONNECTION WITH THE SOFTWARE, OR FOR LOSS OF PROFIT, BUSINESS, REVENUE, GOODWILL OR ANTICIPATED SAVINGS, AND SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES EXCEPT AS EXPRESSLY PROVIDED IN THIS EULA.

The Customer shall be responsible for taking back-up copies of its data and data files and verifying the functionality of such back-up copies. 2conciliate shall not be liable for the loss of, damage to or alteration of data or data files of the Customer due to any cause and the resulting damage and expenses incurred, such as expenses based on the re-creation of data files.

Except for any liability of 2conciliate not able to be excluded at law, the liability of 2conciliate shall not exceed fifty percent (50%) of the net amount actually paid to 2conciliate in respect of the supply of the particular Software or services, which gave rise to the liability in question.

## 6. IPR

2conciliate warrants that the Software does not infringe on any third-party rights, including patents and copyrights of any kind. This warrant is not valid for any graphical changes, modifications, alterations, translations or other changes initiated by the customer.

2conciliate shall indemnify the Customer for any claims finally settled in court as well as legal expenses in connection to the processing of cases regarding infringement of third-party patents, copyrights or other intellectual property rights relating to the Software.

2conciliate shall be notified immediately when claims are submitted of the abovementioned nature, and 2conciliate shall be entitled to take legal actions at own expense, or settle any case out of court in connection with such alleged infringements. 2conciliate shall be given the right to choose legal actions and control the legal process. The absence of the above stated notification, or/and the Customer does not take actions decided by 2conciliate, all rights to indemnification will be void.

2conciliate shall be entitled to either obtain the right of continued use of such IPRs, or to make program changes to the effect that such infringements discontinues, or to terminate license with immediate effect and to return all fees paid by the Customer, which is the exclusive remedy in this effect.

## 7. TERM AND TERMINATION

This EULA shall be effective as agreed in the applicable Order/Order Form and for the applicable term specified therein. The license will be subject to co-termination if the IFS Application Software license terminate for any reason.

Without prejudice to other rights or remedies possibly available, either party may by notice in writing terminate this EULA with immediate effect if the other party is in breach of its obligations under this EULA and either that breach is incapable of remedy or the defaulting party shall have failed to remedy its breach within one (1) calendar month after receiving written notice requiring it to remedy that breach.

2conciliate may furthermore terminate this EULA with immediate effect if (a) the Customer becomes incapable to meet its debts as they fall due, (b) the Customer suspends its business, (c) liquidation, bankruptcy, winding up, or reorganization proceedings against the Customer or its assets have been petitioned for or initiated, (d) the Customer proposes or undertakes a debt arrangement with its creditors or anything equivalent in effect, or (e) the Customer applies for or consents to the appointment of a receiver or trustee of a substantial part of its assets. In the event this EULA is terminated, the Customer shall return the Software and any new releases thereof and all documentation and materials related thereto or certify to 2conciliate that such has been

expunged from the Customer's systems and destroyed.

## **8. SOFTWARE UPDATING AND SUPPORT**

### **§1. Update service**

2conciliate provides the Customer against payment of the annual fee (Update and support Fee) certain Software updating (Update service) to the Software to which the Customer is entitled under this EULA. This Section defines the terms under which the Software updating is provided to the Customer. All the applicable terms and conditions of this EULA shall apply to the Software updating.

### **§2. Updates**

Updates of the Software shall be provided by 2conciliate commencing on the effective date of the Customer's purchase of the Update service.

### **§3. Update Term, Renewal and Termination**

The initial period for the Update service is for the remainder of the current year from the commencement date and possible subsequent years as shown in the invoice for the order. At the end of this first period the Update service is automatically extended for another twelve (12) consecutive calendar months unless one of the parties thereto gives written notice of intention not to renew the Update service at least 90 days before the end of the then current period.

Unless the Update service is properly terminated as stated above, Customer shall promptly pay the total annual Update Fees, according to the at present time valid pricelist, for the initial and each renewal Update Term. Payment term is 30 days net.

2conciliate may choose to assign the right to invoice the Customer for the Update Fees to its authorized reseller or representative. 2conciliate may choose to annualize such update terms in future periods such that all agreements between the Customer and 2conciliate will have a common anniversary date. The Update Fee will be prorated to reflect any period different than one year. 2conciliate shall be entitled to adjust the annual Update Fee by notifying the Customer of the change in writing at least one-hundred-and-twenty (120) days before the expiration of the then current Update Term. 2conciliate agrees to provide Update service for the Software for a term of one (1) year from the Effective Date of the purchase of the Update service, as follows:

During the Update Term, 2conciliate shall supply the Customer with all Updates, defined as error corrections, modifications, enhancements, patches, fixes, alterations, or revisions to the Software and Documentation at no additional cost or charge, exclusive of reasonable charges for shipping and handling. The Customer is required to install any Updates to its continued use of the Software within 18 months of release. Releases older than 18 months are not supported.

### **§4 Versions**

2conciliate agrees to provide Versions of the Software in a timely fashion. The version is numbered according to following.

- First number is called "Major" and consists of a big change in functionality and/or user interface.
- Second number is called "Minor" and consists of new functionality and changes that requires updating the server installation.
- Third number is called "Maintenance" and consists of bug-fixes which do not affect the server installation.

2conciliate shall be entitled to adjust the routines at any time. If routines are changed a notice shall be communicated at [www.2c8.com](http://www.2c8.com).

During the Update Term, the Customer will give 2conciliate a written notice of any deficiency or performance dysfunction in, to or with the Software ("Error Notice"). In conjunction with an Error Notice, the Customer will provide the following data where necessary:

- (a) the operating conditions under which the defect/dysfunction occurs (including the specific hardware/software configuration);
- (b) a description of what occurs versus what should have occurred;
- (c) a representative example of inputs for repeating and analyzing the problem. Notifications shall be made according to routines specified in the Order/Order Form.

### **§5 Support**

The customer has right to support. Support is available during 2conciliates local office hours, 9.00 am to 12.00 pm and 1.00 pm to 4.00 pm (CET + 1), except local public holidays. Support shall be addressed to 2conciliate by report forms available at [www.2c8.com](http://www.2c8.com) or mail [support@2c8.com](mailto:support@2c8.com).

### **§6. Other services**

The Customer will be responsible to pay 2conciliate's normal charges and expenses for time or other resources provided by 2conciliate for installation, including but not limited to, technical guidance, compatibility analyzes and customized instructions.

### **§7. Fees and expenses**

The Customer shall contact 2conciliate or 2conciliate's authorized resellers or representatives for current fees, costs and expenses.

During the applicable Update term (as referenced in §3), the annual Update Fees will be subject to annual revision, in accordance with Statistics Sweden's Labor Cost Index for non-manual workers for information and communications companies, category "J" (the "LCI-J") to be calculated as follows: 100 % of the annual Update Fees shall be multiplied with the recorded change in LCI-J obtained by comparing the LCI-J for the first quarter each year with the corresponding index in respect of the previous year. The

## PRODUCT TERMS

first quarter of the year in which the Update Service agreement was concluded by the Customer shall be the base quarter. The revised Fees will be applied from the next applicable due date of the annual Update Fees.

### §8. Warranty and liability

Customer's rights and obligations, including Customer's limited warranty rights, concerning the use of any Builds and Versions (or any other programming provided by 2conciliate, regardless of its form or purpose) shall be subject to, and as provided in, this EULA.

## **BING MAPS**

Bing Maps is a third-party software product provided by Microsoft Corporation. IFS is an authorised reseller of Bing Maps.

These terms are supplemental to the IFS Application Software license terms between IFS and Customer and contains additional Terms of Use ("TOU") regarding Microsoft Bing Maps (the "Services"). The term of the use right provided herein shall be as specified in the applicable Order/ Order Form.

Provided the Customer has a valid and current subscription for Bing Maps Customer email support is available direct from Microsoft at Bing Support (<https://support.discoverbing.com>).

### **1. Definitions.**

Unless otherwise defined herein, the following terms shall have the meanings set forth below:

"Asset" means one of any of the following classes: vehicle, device or other mobile object.

"Bing Maps AJAX Control API" means the Bing Maps Java Script API that enables developers to create Web sites and mobile Company Applications with imagery and location functionality, as described in greater detail in the SDKs.

"Bing Maps iOS Control API" means the Objective-C control that enables developers to embed maps directly into native iOS Company Applications, as described in greater detail in the SDKs.

"Bing Maps Platform APIs" means collectively the following APIs: Bing Maps AJAX Control API, Bing Maps iOS Control API, Bing Maps REST Services API, Bing Maps Silverlight Control API, Bing Maps Silverlight Control for Windows Phone API, Bing Maps SOAP Services API, Bing Maps Windows Presentation Foundation Control API, and Bing Spatial Data Services API, including any successors or future versions of such APIs, and any other Bing Maps Platform APIs that Microsoft may offer via the SDKs.

"Bing Maps REST Services API" means the services that enable the use of REST URLs to perform tasks such as creating a map with pushpins, geocoding an address, retrieving imagery metadata or calculating a route, all as part of Company Applications, as described in greater detail in the SDKs.

"Bing Maps for Windows Store Apps API" means the programmable control that enables developers to create immersive Windows Apps Company Applications for Windows offered through the Windows Store, as described in greater detail in the SDKs.

"Bing Maps Silverlight Control API" means the programmable control that enables developers to create an immersive mapping experience with Silverlight in Company Applications, as described in greater detail in the SDKs.

"Bing Maps Silverlight Control for Windows Phone API" means the programmable control that enables developers to create immersive mapping experiences with Silverlight in Company Applications on Windows Phone, as described in greater detail in the SDKs.

"Bing Maps SOAP Services API" means the programmable SOAP services that enable developers to integrate maps and imagery, driving directions, distance calculations and other location intelligence into Company Applications, as described in greater detail in the SDKs.

"Bing Maps Windows Presentation Foundation Control API" means the programmable control that enables developers to integrate Bing Maps into Company Applications that use Windows Presentation Foundation, as described in greater detail in the SDKs.

"Bing Spatial Data Services API" means the services that enable the use of REST URLs to geocode and reverse-geocode large sets of spatial data and to create and query data sources in Company Applications, as described in greater detail in the SDKs.

"Company Application" means the IFS Application Software.

"Content" means the maps, images and other data and third-party content that Customer is authorized to access via the Services.

"SDKs" means the software development kits applicable to the Services, located [here](#), including all updated and replacement development kits.

"Bing Services" means, the Bing Maps Platform APIs to be provided by Microsoft.

### **2. General Restrictions.**

The Customer may not:

(a) Upload any content to the Bing Services, or use the Bing Services to display or perform in your Company Application, any content:

- for which the Customer does not have all necessary permissions from the copyright holder(s);
- which includes nudity or is obscene, indecent, pornographic or libelous;
- which is intended to exploit minors in any way;
- which incites, advocates, or expresses hatred, bigotry, racism, or gratuitous violence; or
- which is intended to threaten, harass, stalk, defame, defraud, degrade, victimize, or intimidate an individual or group of individuals for any reason, including on the basis of age, gender, disability, ethnicity, sexual orientation, race, or religion, or to incite or encourage anyone else to do so.

- (b) Copy, store, archive, or create a database of the Content, except that geocodes may be stored locally only for use with your Company Applications.
- (c) Exceed a total of 1,000,000 batch geocode entities non-billable transactions or 10,000,000 non-billable transactions total using the Bing Spatial Data Services API in any 12-month period (all transactions above either of these limits will be billable).
- (d) Use Content, including geocodes, other than via an authenticated call to the Bing Services and/or in conjunction with a Bing Map.
- (e) Present or alert an end user to individual manoeuvres of a route in any way that is synchronized with the end-user's sensor-based position along the route (e.g. turn by turn navigation that tracks end-user's position using GPS and communicates a manoeuvre as the end-user approaches the location for such manoeuvre).
- (f) Change, obscure, or minimize any logo, trademark, copyright or other notice of Microsoft or its suppliers, or digital watermarks in the Content; except that we may make alternative logo, trademark and copyright attribution requirements available for use with small maps or on small devices; if available you will find them here.
- (g) Use the Bing Services for business asset tracking, fleet management, or dispatch including, without limitation, to monitor or track the location or movement of Asset(s), including to provide guidance based on the position or routing of multiple objects tracked using GPS or other sensor-generated methods.
- (h) Use Content that consists of points of interest data to generate sales leads information in the form of ASCII or other text-formatted lists of category-specific business listings which (i) include complete mailing address for each business; and
  - (i) contain a substantial portion of such listings for a particular country, city, state or zip code region.
  - (j) Use Content other than in combination with the Bing Services and not separately.
  - (k) Transmit, sell, license or deliver any infringing, defamatory, offensive, or illegal products, services or materials.
  - (l) Violate any applicable U.S. Export Administration Regulations or end-user, end-use and destination restrictions issued by U.S. and other governments. The Services are subject to U.S. export jurisdiction.
- (m) Use the Bing Services in any way that threatens the integrity, performance or reliability of the Bing Services including performance or stress testing, or in any manner that works around any technical limitations in the Bing Services; except that you may test the performance of the Bing Services provided such testing is not at levels above Company's peak performance levels during the prior three (3) months.
- (n) Syndicate, redistribute, resell or sublicense access to the Bing Service or Content on a standalone basis, unless specifically allowed in your Bing Maps Agreement.
- (o) Falsify or alter any unique referral identifier in, or assigned to, a Company Application, or otherwise obscure or alter the source of queries coming from a Company Application.
- (p) Reverse engineer, decompile or disassemble the Bing Service, except and only to the extent that applicable law expressly permits, despite this limitation.
- (q) Integrate road maps from the Bing Service with road maps supplied by any third party. You may not replace aerial imagery from the Bing Service with imagery supplied by any other mapping platform. Notwithstanding the foregoing, you may overlay aerial imagery that you have the rights to use, provided that such imagery does not substantially replace the base aerial imagery provided by the Bing Service. You may incorporate various data layers of types not available through the Bing Service, in the Company Applications (for example, demographic or school location data). You may combine or overlay Ordnance Survey's United Kingdom mapping data or data derived from Ordnance Survey's United Kingdom mapping data (but not Ordnance Survey roads data) with the Bing Service, provided that you have procured all such rights to the Ordnance Survey United Kingdom mapping data, that such use of the Ordnance Survey United Kingdom mapping data with the Bing Service is consistent with your Ordnance Survey license, and that you indemnify Microsoft for such use.
- (r) Use bird's eye aerial imagery (if it is made available through the Bing Maps Platform APIs) to reveal latitude, longitude, altitude or other metadata.
- (s) Download, print, distribute, transmit or manipulate the bird's eye imagery, or offer others that ability, through your Company Application.
- (t) Allow use of bird's eye imagery of the United States, Canada, Mexico, New Zealand, Australia, and/or Japan by a government entity.
- (u) Use Content from Ordnance Survey for non-publicly available Company Applications.
- (v) Use the Bing Service or Content with a vehicle's dashboard, or a device connected to a vehicle's dashboard, systems or sensors, except that the device may be connected to the vehicle power source for charging purposes.

Additional restrictions may apply to use of particular Content or functionalities, as set forth in the SDKs from time to time.

## **TRAVEL MATRIX**

The Hierarchical Travel Matrix Data software incorporates a third-party software product ("TomTom Products"), including data, software and documentation provided to IFS by TomTom.

In addition to IFS Application Software license terms, the Customer ("End User" or "Licensee") agrees to observe the following EULA terms with respect to the TomTom Products ("Licensed Products") and the related application authorized by IFS under the applicable Order:

### **1. General**

- 1.A The use of the Licensed Products is restricted for Customer's own internal business use and not for resale, distribution, sublicense or commercial use.
- 1.B Customer acknowledges that the Licensed Products are the confidential information of TomTom. Any unauthorized disclosure of the Licensed Products to third parties shall be prohibited.
- 1.C The unauthorized copying of the Licensed Products as well as the removal or obscuring of any copyright, trademark notice, or restrictive legend, shall be prohibited.
- 1.D TomTom shall have the right to audit the Customer for the purposes of these EULA terms.
- 1.E The covenants and obligations undertaken by Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.
- 1.F NEITHER TOMTOM NOR ITS SUPPLIERS SHALL BE LIABLE TO THE UNDERSIGNED FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.  
NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TOMTOM SHALL HAVE NO MONETARY LIABILITY TO THE UNDERSIGNED FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT.

THE LICENSED PRODUCTS ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS BASIS" AND TOMTOM AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, ACCURACY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. NO ORAL OR WRITTEN ADVICE OR INFORMATION PROVIDED BY TOMTOM OR ANY OF ITS AGENTS, EMPLOYEES OR THIRD-PARTY PROVIDERS SHALL CREATE A WARRANTY, AND CUSTOMER IS NOT ENTITLED TO RELY ON ANY SUCH ADVICE OR INFORMATION. THIS DISCLAIMER OF WARRANTIES IS AN ESSENTIAL CONDITION OF THE AGREEMENT.

- 1.G Customer shall not use the Software to provide competitive information about TomTom or its products to third parties.
- 1.H The Software may not be used for in-flight navigation or in connection with any high-risk systems, devices, products or services that are critical to the health and safety or security of people and property.
- 1.I Customer shall not use the Software to create (or assist in the creation of) a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.
- 1.J In the event that any Customer is a government entity, the following shall apply:

U.S. GOVERNMENT RIGHTS. If Customer is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Products, the construction that provides greater limitations on the Government's rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643.0330. The Licensed Products are © 1992-202x by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed Products are a trade secret and a proprietary commercial product and not subject to disclosure.

U.S. Government RESTRICTED RIGHTS. The LBS Software is provided as "Commercial Computer Software" or "restricted computer software". Use, duplication, or disclosure by the U.S. Government or U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R.227.2702, as applicable or successor provisions. The manufacturer is Uber Technologies, Inc., San Francisco, CA, 94103

If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Licensed Products from public disclosure and to consider the Licensed Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed Products shall be terminated and considered immediately null and void. Any copies of the Licensed Products held by You shall immediately be destroyed. If any court of competent jurisdiction considers this clause void

## PRODUCT TERMS

and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed Products shall immediately be destroyed.

### 2. Specific conditions relating to certain products:

- 2.A Additional provisions for data of Ireland. Customer is prohibited from using the data of Ireland in any printed, published form to be distributed freely or sold to the public.
- 2.B As of the Effective Date, the following restriction applies to the Post Canada FSA layer and Canada 6-digit layer: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look- up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, Customer may optionally correct or derive Canadian Postal Codes using the Software, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Software, and optionally extract data for fleet management purposes.
- 2.C Additional provisions with respect to TomTom Traffic Licensed Product: Customer specifically agrees that it shall not: (i) store the data for more than twenty-four (24) hours on its servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).
- 2.D Additional provisions with respect to the Speed Profiles, TomTom Traffic, and any other traffic related Licensed Product: Neither the Data nor the Licensed Products such as Speed Profiles or TomTom Traffic or any derivatives thereof shall be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices. With regards to Speed Profiles, End User acknowledges and agrees that the actual speeds may not reflect the legally imposed speed limits.

### 3. Additional TomTom third party provisions

- 3.A The Licensed Products may include data which TomTom licenses from third parties. Customer will comply with all requirements and restrictions which such third parties may TomTom to impose on licensee's (and as may be updated and amended by TomTom from time to time). All applicable restrictions are set out at [https://www.tomtom.com/en\\_gb/thirdpartyproductterms/terms/](https://www.tomtom.com/en_gb/thirdpartyproductterms/terms/). The terms set out in such weblink may be updated by TomTom quarterly and it shall be Customer's responsibility to check, review and comply with any updated or amended terms that would apply to the Licensed Products.

## **TOMTOM REAL TIME TRAFFIC DATA PRODUCTS**

The IFS PSO software incorporates a third-party software product ("TomTom Products"), including data, software and documentation provided to IFS by TomTom.

In addition to IFS Application Software license terms, the Customer ("End User" or "Licensee") agrees to observe the following EULA terms with respect to the TomTom Products ("Licensed Products") and the related application authorized by IFS under the applicable Order:

### **1. General**

- 1.A The use of the Licensed Products is restricted for Customer's own internal business use and not for resale, distribution, sublicense or commercial use.
- 1.B Customer acknowledges that the Licensed Products are the confidential information of TomTom. Any unauthorized disclosure of the Licensed Products to third parties shall be prohibited.
- 1.C The unauthorized copying of the Licensed Products as well as the removal or obscuring of any copyright, trademark notice, or restrictive legend, shall be prohibited.
- 1.D TomTom shall have the right to audit the Customer for the purposes of these EULA terms.
- 1.E The covenants and obligations undertaken by Customer herein are intended for the direct benefit of TomTom and may be enforced by TomTom directly against the Customer.
- 1.F NEITHER TOMTOM NOR ITS SUPPLIERS SHALL BE LIABLE TO THE UNDERSIGNED FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING LOST PROFITS OR COSTS OF COVER, LOSS OF USE OR BUSINESS INTERRUPTION OR THE LIKE, REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TOMTOM SHALL HAVE NO MONETARY LIABILITY TO THE UNDERSIGNED FOR ANY CAUSE (REGARDLESS OF THE FORM OF ACTION) UNDER OR RELATING TO THIS AGREEMENT.

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- 1.G Customer shall not use the Software to provide competitive information about TomTom or its products to third parties.
- 1.H The Software may not be used for in-flight navigation or in connection with any high-risk systems, devices, products or services that are critical to the health and safety or security of people and property.
- 1.I Customer shall not use the Software to create (or assist in the creation of) a digital map database. A "digital map database" means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.
- 1.J In the event that any Customer is a government entity, the following shall apply:

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U.S. Government RESTRICTED RIGHTS. The LBS Software is provided as "Commercial Computer Software" or "restricted computer software". Use, duplication, or disclosure by the U.S. Government or U.S. Government subcontractor is subject to the restrictions set forth in 48.C.F.R. Section 12.212 or 48 C.F.R.227.2702, as applicable or successor provisions. The manufacturer is Uber Technologies, Inc., San Francisco, CA, 94103

If Customer is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then Customer hereby agrees to protect the Licensed Products from public disclosure and to consider the Licensed Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed Products shall be terminated and considered immediately null and void. Any copies of the Licensed Products held by You shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole

## PRODUCT TERMS

or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed Products shall immediately be destroyed.

### 2. Specific conditions relating to certain products:

- 2.A Additional provisions for data of Ireland. Customer is prohibited from using the data of Ireland in any printed, published form to be distributed freely or sold to the public.
- 2.B As of the Effective Date, the following restriction applies to the Post Canada FSA layer and Canada 6-digit layer: The 6- digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look- up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, Customer may optionally correct or derive Canadian Postal Codes using the Software, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Software, and optionally extract data for fleet management purposes.
- 2.C Additional provisions with respect to TomTom Traffic Licensed Product: Customer specifically agrees that it shall not: (i) store the data for more than twenty-four (24) hours on its servers; (ii) broadcast or make TomTom Traffic Licensed Product available except to authorized End Users; and (iii) use the feed or information received via the feed for historical data purposes (including but not limited to collection or analysis).
- 2.D Additional provisions with respect to the Speed Profiles, TomTom Traffic, and any other traffic related Licensed Product: Neither the Data nor the Licensed Products such as Speed Profiles or TomTom Traffic or any derivatives thereof shall be used for the purpose of enforcement of traffic laws including but not limited to the selection of potential locations for the installation of speed cameras, speed traps or other speed tracking devices. With regards to Speed Profiles, End User acknowledges and agrees that the actual speeds may not reflect the legally imposed speed limits.

### 3. Additional TomTom third party provisions

- 3.A The Licensed Products may include data which TomTom licenses from third parties. Customer will comply with all requirements and restrictions which such third parties may TomTom to impose on licensee's (and as may be updated and amended by TomTom from time to time). All applicable restrictions are set out at [https://www.tomtom.com/en\\_gb/thirdpartyproductterms/terms/](https://www.tomtom.com/en_gb/thirdpartyproductterms/terms/). The terms set out in such weblink may be updated by TomTom quarterly and it shall be Customer's responsibility to check, review and comply with any updated or amended terms that would apply to the Licensed Products.

## **CLICKLEARN**

<https://www.clicklearn.com/docs/general-terms/terms-and-conditions>

## **CROSSER**

### **1. Definitions**

"Customer" means IFS' End-Customers.

"Products" means any Crosser Service and Software jointly. The Crosser Platform is a hybrid solution with a SaaS Service and Software.

"Service" means any Crosser SaaS service or product, such as Crosser Cloud, including Crosser Control Center, or any other current or future offerings that are delivered as a cloud/web or hosted service.

"Software" means the executable versions of the software programs owned, such as the Crosser Node, distributed or licensed by Crosser included in Software (and any part of them) which are to be supplied to Customer and for which Customer is granted a limited license.

### **2. Service and Provisioning of Service**

Crosser's Services are offered based on an assumption of 99.5 % average availability, based on an annual Service time of 24/365. The availability assumption does not cover downtime caused by planned maintenance windows, disturbance in availability caused by Customer or by force majeure events.

Without Crosser's prior written approval and subject to paying the applicable Service Fees, the Customer may solely use the Service for the Customer's and Customer's Affiliates own business and may not forward the Service or allow others to exercise the Service.

### **3. The Software and licensing of the Software**

The standard End-User-License Agreement/Terms Acceptance Procedure do not apply to licenses resold/sublicensed by IFS. Instead the following terms shall apply. IFS may resell/sublicense Software licenses to Customers only to the terms and conditions below.

All Software licensed under the Agreement includes and requires a license granted by Crosser and requires the Customer to download and install the Software in Customer's premises within Customer's infrastructure. Subject to payment of the applicable fees, Customer is granted a limited, non-exclusive, right to use the Software.

The grant is based on an assumption of the Customer using the Software in an approved technical- and operational environment as specified at <https://support.crosser.io/portal/en/kb/articles/requirements>, and in accordance with the user- and technical manual and any other instructions provided by Crosser available here:

<https://support.crosser.io/portal/en/kb/articles/requirements>.

The features and limitations of each Software, and the types of results generated, are described in the Documentation. Crosser may at its sole discretion modify the features of Software from time to time without prior notice.

Without Crosser's prior written approval and subject to paying the applicable License Fees, Customer may solely use the Software for the Customer's and Customer's Affiliates own business and Customer Data and may not sublicense the Software or allow others to exercise the Software.

Customer understands and agrees that it shall only use the Software in a manner that complies with any and all applicable laws in the jurisdictions in which the Software is used. Usage shall be in accordance with applicable restrictions concerning privacy, intellectual property rights and other laws. Customer may not use the Software for any purpose other than as described herein or in the applicable product description or manual.

Customer/ understands and agrees to not intentionally (a) interfere with other customers' access to, or use of, software or Cloud Services, or with its security; (b) facilitate the attack or disruption of the Software, third party software or Cloud Services, including a denial of service attack, unauthorized access, penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); or (c) cause an unusual spike or increase in the use of the Software that negatively impacts the Software's, third party software or Cloud Services' operation. "Cloud Service" means Crosser's or third party's hosted software-as-a-service offering or other cloud-enabled feature.

It is acknowledged that Crosser operates a trust model where End-Customers are allowed, at its discretion, to expand their use and add more capacity of the Software beyond the actually licensed scope ("Overage"). The End-Customer is responsible to monthly report any such Overage to IFS and Crosser will also technically monitor the use of the Software by the End-Customer and record such Overage.

### **4. The use of Third-Party Apps and Products**

The Products supports integrations and other connections to certain non-Crosser services. If a Customer chooses to use a non-Crosser service with the Service, in doing so, the Customer hereby grants to Crosser permission to interoperate with the non-Crosser service. Such acquisition and use of non-Crosser services is governed solely by the terms of the relationship between Customer and the provider of the non-Crosser services.

The Products may allow Customer to access or acquire software, services, websites, links, content, material, integrations, bots or applications from independent third parties (companies or people who aren't Crosser) (jointly "Third-Party Apps and Products"). Crosser's Products also help Customer find, make requests to, or interact with Third- Party Apps and Products or allow Customer to share Customer Data, and Customer confirms that it understands that Customer is directing Crosser Products to provide Third-Party Apps and Products to Customer. The Third-Party Apps and Products may also allow Customer to store Customer Data

with a publisher, provider or operator of the Third-Party Apps and Products.

Although Customer may be able to connect to or otherwise access Third-Party Apps and Products and other non- Crosser services or other non-Crosser material through the Products, Customer acknowledges and agrees that: (a) Crosser does not control and is not responsible for any non-Crosser material; (b) Crosser has no liability with respect to any use of non-Crosser material; (c) Customer is responsible for complying with any licenses and other terms applicable to the non-Crosser material; (d) Customer agrees to assume all risk and liability arising from Customer's use of the Third-Party Apps and Products and other non-Crosser materials and that Crosser is not responsible for any issues arising out of Customer's use of them; and (e) Crosser is not responsible or liable to Customer's or any third parties for information or services provided by any Third-Party Apps and Products.

Any use or changes to Third-Party Apps and Products or any other non-Crosser material, including their availability or unavailability, during the term does not affect Customers obligations and Customer is solely responsible for any Customer and third-party damage and claims arising from such use.

## 5. Proprietary Rights

Subject to the limited rights expressly granted hereunder, Crosser and its licensors reserves all rights, title and interest in and to the Products, including all related intellectual property rights. No rights are granted to Customer and its Affiliates hereunder other than as expressly set forth herein.

Customer may only modify the parts of the Product which are enabled for modification and integration to other software, without Crosser's prior written consent. Customer may not alter, translate, create derivative works based on the Product, decompile, reverse assemble or reverse engineer the Product, or attempt to do any of the foregoing, except to the extent this prohibition is not permitted under an applicable law.

## 6. Warranties and Disclaimers

Crosser represents and warrants that the Services, Software, and Support provided by Crosser shall be (i) performed in a professional and workmanlike manner in accordance with generally accepted practice in the industry and pursuant to the provisions of the Agreement and appendices hereto and (ii) performed in accordance with applicable law.

Crosser warrants that the Software will not fail to execute its programming instructions due to defects in materials and workmanship when properly installed and used on infrastructure in accordance with Crosser's recommended technical requirements specified at <https://support.crosser.io/portal/en/kb/articles/requirements>.

Crosser further warrants that the Software will substantially conform to its specifications. Crosser does not warrant that the Software will operate in other hardware and software, or combinations thereof, than Crosser's recommended technical requirement available at <https://support.crosser.io/portal/en/kb/articles/requirements>, or meet requirements specified by the Customer. Crosser does not warrant that the operation of the Software will be uninterrupted or error free. The Customer acknowledges that error free software cannot be reasonably expected within the software industry. Crosser provides all third-party products and software as is.

Customer is solely responsible for any defects or malfunction due to Customer's installation or use of any products or software developed by Customer or by installation or use of Third-Party Apps and Products or any other non-Crosser material and Crosser disclaim any Customer and third-party claims based on such installation or use.

## 7. Limitation of Liability

Crosser's warranties and responsibilities do not cover indirect losses. Indirect losses include, but are not limited to, loss of profits, loss of business, losses caused by disruption or lack of availability, loss of and damage to data, any third- party claims made and any other consequential damages.

Crosser shall not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

## 8. Support

Support consists of assistance in correction of errors in a Product or any issue that is not covered by manuals or installation guides or other Documentation.

Support is offered on the Current Release (meaning the latest release) of a Software and the preceding Release (Current Release - 1). If Customer runs an older version of the Software (Current Release - 2 or older), Crosser may require Customer to upgrade the Software to a supported version prior to offering Standard Support.

Crosser's Support is provided by the Crosser Support Portal ([www.support.crosser.io](http://www.support.crosser.io)) or by email ([support@crosser.io](mailto:support@crosser.io)) during 8.00-17.00 CET weekdays excluding local public holidays.

Additional Support may be offered and provided by Crosser subject to payment of applicable fees.

## **ADOBE SIGN**

[www.adobe.com/go/terms](http://www.adobe.com/go/terms)

**POKA**

<https://www.poka.io/en/terms-conditions-policies>

## **OMNIBYTE TERMS**

IFS has the right to grant access to and right to use OmniByte Software and provide OmniByte Services to Customer. This will be provided to Customer subject to these IFS OmniByte terms ("OmniByte Terms"), which are supplemental to the IFS terms and on payment of the applicable fees and charges.

These OmniByte Terms provide additional terms and conditions for Customer's access to and use of the OmniByte Software and provision of any OmniByte Services. In the event of any conflict between any other IFS terms applicable hereto and the provisions of these OmniByte Terms, these OmniByte Terms shall take precedence.

IFS will use OmniByte and personnel from IFS Affiliates or partners around the world to provide any OmniByte Services.

### **1. DEFINITIONS**

Defined terms used in these OmniByte Terms shall have the meanings given to them below:

"Aggregated Statistics" has the meaning set forth in Section 3.5.

"Authorized User" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the OmniByte Software under the rights granted to Customer pursuant to these OmniByte Terms and (ii) for whom access to the OmniByte Managed Service has been purchased hereunder in accordance with the applicable purchase order.

"Bug" means "a software defect in the OmniByte Software or the OmniByte Managed Service, which consists of a nonconformity between the unmodified software and its applicable functional specifications, which for the OmniByte Software and the OmniByte Managed Service are set forth in the Software Documentation."

"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 OmniByte Managed Service.

"Current Release" means the latest Release of the OmniByte Software offered by OmniByte for general commercial distribution and other currently supported Releases as designated by OmniByte in the then current OmniByte Support Policy.

"Environment" means the complete infrastructure and OmniByte Software installation running, which makes up the technical solution for a particular purpose, as specified in the applicable order. For example, "Production" or "Test".

"Feedback" has the meaning set forth in Section 7.

"Fix" "means a correction to an Issue, Bug or a Security Vulnerability in the OmniByte Software. Fixes are compatible with the applicable Current Release designated by OmniByte.

"Issue" means an identified Bug, Outage or other event impacting the performance of the OmniByte Managed Service.

"OmniByte Deliveries" means such portions of the OmniByte Software, OmniByte Managed Service, OmniByte Support Services and any other related services provided to the Customer as specified in the applicable Order Form, as well as the Software Documentation and any other appurtenant documentation provided in conjunction therewith.

"OmniByte Managed Service" has the meaning set forth in Section 3.

"OmniByte Software" means OmniByte standard, unmodified proprietary FormsPro OmniByte Software products, applications, "apps" and programs (but, for the avoidance of doubt, excluding any third-party software included therein or associated therewith) which Customer has licensed and/or been granted the right to access and use under an order. It is limited to machine readable code (generally referred to as executable or object code) and the user instructions included in the Software Documentation. It does not include vocabularies and other items generally referred to as source code, nor any descriptions not included in the Software Documentation.

"OmniByte Support Services" means the support and maintenance purchased by Customer for particular OmniByte Software, which includes different support options, as specified on the Order Form. OmniByte Support Services may be limited to certain software installation(s), instance(s), environment(s), language version(s), and country(ies) /site(s) as specified in the applicable Order Form.

"Privacy Policy" has the meaning set forth in Section 3.7.

"Releases" means a version of the OmniByte Software designated by OmniByte as a "Release" and made available for general commercial distribution, typically containing new functionality, a cumulative set of Fixes and Improvements, as well as potential architectural changes.

"Service Suspension" has the meaning set forth in Section 3.6.

"Site" means the site at which the Customer utilizes the OmniByte Software.

"Software Documentation" means the reference documentation produced by OmniByte describing the function of, and provided together with, the OmniByte Software or the OmniByte Managed Service in either an on-line manual or knowledge base format.

"Third-Party Components" has the meaning set forth in Section 7.

"Upgrade" means a promotion from one Release of the OmniByte Software to the new Release, which may require a project assignment separately agreed in writing between the Parties, that may include implementation services and other related professional services.

## 2. OMNIBYTE SOFTWARE

If Customer has purchased a license to use the OmniByte Software, as further specified in the applicable Order Form, the following terms will apply:

**2.1 LICENSE GRANT.** Customer is granted a non-exclusive, non-transferable, limited license to download, install and use the OmniByte Software for any domains, servers and devices owned or otherwise controlled by Customer in accordance with the OmniByte Software Documentation.

**2.2 COPIES.** Customer may maintain a separate non-productive backup, disaster recovery and/or testing environment or server for the OmniByte Software. Customer may not have more than one active installation of the OmniByte Software unless Customer purchase additional OmniByte Software licenses.

**2.3 USER RESTRICTIONS.** Download and/or use of the OmniByte Software is limited to (a) the licenses purchased as specified in the applicable Order Form; and (b) the number of users Customer have licensed and paid for.

**2.4 COMPANY RESTRICTIONS.** Customer may use the OmniByte Software only to process Customer's data or data of Customer Affiliates. The OmniByte Software may not be used to process the data of any other entity or to operate a service bureau.

**2.5 FURTHER RESTRICTIONS.** Customer may not modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the OmniByte Software, except and only to the extent that it is expressly permitted by applicable law. Subject to these OmniByte Terms, Customer may view, print or download a reasonable number of copies of any content at the Site for Customer's own informational purposes; provided, that Customer retain all copyright and other proprietary notices contained therein. Reproducing, copying or distributing any content, materials or design elements on the Site for any other purpose is strictly prohibited without the express prior written permission of IFS or OmniByte.

**2.6 SUPPORT, NEW RELEASES AND PLANNED MAINTENANCE.** Provided Customer has a valid agreement for the provision of Support Services in regards of the OmniByte Software, Support Services will be provided to Customer pursuant to the applicable Support Terms, subject to the following terms:

- (a) OmniByte will maintain the Current Release so that it operates in substantial conformity with its Software Documentation and will make all reasonable efforts to resolve issues of which OmniByte becomes aware.
- (b) Customer has the right to Fixes related to Current Release(s) as made available by OmniByte.
- (c) Customer has the right to any new Release of the OmniByte Software made available by OmniByte.
- (d) Customer's use of Fixes and any new Release made available hereunder will be subject to the software license terms applicable to the OmniByte Software and/or, where relevant, the applicable third-party license terms.
- (e) Fixes are made solely for the purpose of the applicable Current Release and Customer accepts that there is no warranty as to the conformity with other Releases of the OmniByte Software or any other software. The implementation of new Releases of the OmniByte Software may require Customer to acquire new releases of, or additional, third-party software and hardware, and may not be compatible with, be based on, or include the same technology, architecture, or functionality as prior Releases. The OmniByte Software Fact Sheet provides updated information about hardware compatibility and is updated with each new Release.

## 3. OMNIBYTE MANAGED SERVICE

If Customer has purchased the right to use the OmniByte Managed Service, as further specified in the applicable Order Form, the following terms will apply:

**3.1 ACCESS TO THE OMNIBYTE MANAGED SERVICE.** Customer is granted a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the OmniByte Managed Service during the subscription term for such service solely for Customer's internal business operations by Authorized Users in accordance with the terms and conditions herein. Customer will be provided the access credentials to allow Customer access. The OmniByte Managed Service shall be comprised of:

- (a) Installation and initialization of the OmniByte Managed Service;
- (b) Facilitating network connectivity into the OmniByte Managed Service (excluding for the avoidance of doubt Customer's network connectivity into the OmniByte Managed Service);
- (c) Management of OmniByte Managed Service and agreed Environments;
- (d) The provision of OmniByte Managed Service availability information generated through monitoring tools.
- (e) In order to assure the continuity of the OmniByte Managed Services, Customer must be in compliance with the Release/Service Update requirements described in the FormsPro Support Policy.

**3.2 ACCOUNT USE.** Customer is responsible and liable for all uses of the OmniByte Managed Service resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Attachment. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of these OmniByte Terms if taken by Customer will be deemed a

breach of these OmniByte Terms by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of the provisions of these OmniByte Terms applicable to such Authorized User's use of the OmniByte Managed Service and shall cause Authorized Users to comply with such provisions.

**3.3 CUSTOMER DATA.** Customer Data is owned by Customer. Customer, not OmniByte shall have sole discretion and control as to the Customer Data entered into and used with the OmniByte Managed Service. Accordingly, Customer have sole responsibility for the accuracy, quality, integrity, legality, appropriateness and the right to use all Customer Data. OmniByte shall not be responsible or liable for Customer's deletion, destruction, damage, loss or failure to store Customer Data. Certain types of information are subject to special regulation which would give rise to specific data handling requirements under applicable laws and regulations ("Regulated Information"). OmniByte does not intend to receive Regulated Information and shall not be responsible for any requirements therefor.

**3.4 PASSWORDS AND ACCESS CREDENTIALS.** Customer is responsible for keeping Customer's passwords and access credentials associated with the OmniByte Managed Service confidential. Customer will not sell or transfer them to any other person or entity. Customer will promptly notify us about any unauthorized access to Customer's passwords or access credentials.

**3.5 AGGREGATED STATISTICS.** OmniByte may monitor Customer's use of the OmniByte Managed Service and collect and compile data and information related to Customer's use of the OmniByte Managed Service in an aggregated and anonymized, de-identified, or otherwise obfuscated manner, including to compile statistical and performance information related to the provision and operation of the OmniByte Software. ("Aggregated Statistics"). Customer acknowledges and confirms that all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by OmniByte. Customer acknowledge that OmniByte may compile Aggregated Statistics based on Customer Data input into the OmniByte Software. Customer agrees that OmniByte 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.

**3.6 SUSPENSION OF THE OMNIBYTE MANAGED SERVICE.** Customer's and any other Authorized User's access to any portion or all of the OmniByte Managed Service may be temporarily suspended if: (i) IFS or OmniByte reasonably determines that (A) there is a threat or attack on the OmniByte Managed Service; (B) Customer's or any other Authorized User's use of the OmniByte Managed Service disrupts or poses a security risk to the OmniByte Managed Service or to any other customer or vendor of OmniByte; (C) Customer or any other Authorized User is using the OmniByte Managed Service for fraudulent or illegal activities; (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) the provision of the OmniByte Managed Service to Customer or any other Authorized User is prohibited by applicable law; or (ii) any vendor of OmniByte has suspended or terminated OmniByte's access to or use of any third-party services or products required to enable Customer to access the OmniByte Managed Service (any such suspension described in subclause (i) or (ii), a "Service Suspension"). IFS shall use commercially reasonable efforts to provide written notice of any Suspension to Customer and to provide updates regarding resumption of access following any Suspension. IFS shall use commercially reasonable efforts to resume the provision of access to the OmniByte Managed Service as soon as reasonably possible after the event giving rise to the Suspension is cured. Neither IFS nor OmniByte will have any 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 Suspension.

**3.7 PRIVACY POLICY.** In terms of privacy the OmniByte Managed Service is provided in accordance with OmniByte's privacy policy available at <https://omnibyte.com/privacy/> ("Privacy Policy") as amended from time to time as described therein.

**3.8 CUSTOMER RESPONSIBILITIES.** Customer is responsible for day to day functional administration and usage of the OmniByte Managed Services, including but not limited to the following:

- (a) Configuration and management of Customer on-site routes/firewalls used to establish VPN or other connectivity;
- (b) Configuration and management of software (if any) installed on site with Customer (such as on-site print agents or off-shore environments);
- (c) Installation, configuration, and maintenance of any software on end-user machines;
- (d) Managing Customer Data;
- (e) Internal Customer case/problem management; centralized co-ordination of Incident reporting to OmniByte in accordance with the terms of this Agreement;
- (f) Creating and managing Authorized Users, profiles, settings and permissions;
- (g) Configuring and managing archiving, history logging, tasks, background jobs, messages, and event actions;
- (h) Report management and archiving, and print manager configuration; and
- (i) Functional use of the OmniByte Managed Service, including integrations.

### 3.9 SOFTWARE SERVICE AVAILABILITY.

(a) Definitions. The following definitions applicable to this section only:

- (1) "Availability" means such times where the OmniByte Managed Service is available, i.e. not being subject to an Outage. The % availability calculation formula, measured over the relevant calendar month, is as follows (where "A" = Availability, "T" = the total Service Hours in the relevant calendar month (calculated in minutes), "O" = Sum of Outages):  $A = (T - O) \times 100\% / T$ .
- (2) "Clock-Stop Events" means elapsed time, (a) during Scheduled Downtime, (b) waiting for necessary and requested response, input, assistance or approval from the Customer upon which the OmniByte Software performance depends, and/or (c) during which an Excluded Incident exists.
  - (a) An Excluded incident is an incident that is:
    - Outside the control of OmniByte or the Cloud Platform Vendor or by other elements outside the reasonable control of OmniByte; or
    - Relating to Content (Customer data and other data submitted to the Cloud Platform) or Configurations; or
    - A Customer-Induced issue or an issue arising as a result of Customer's failure to comply with reasonable instructions regarding the use of the Services; or
    - An incident occurring or extending beyond the applicable Support Period or occurring as a result of an Environment being in a Non-Current State for reasons not attributable to OmniByte.
- (3) "Key User" means a person (or persons) appointed by the Customer who is trained and qualified to handle initial problem resolution and report Issues and Bugs in the OmniByte Software.
- (4) "Outage" means the elapsed net-resolution time during which it is not possible for one or more Authorized Users to log-in to the OmniByte Managed Service, as determined by OmniByte or the cloud services vendor from automated health monitoring and system logs, due to a failure in the cloud services. The duration of an Outage is measured during service hours on a net-resolution time basis from which the accumulated time for all Clock-Stop Events related to the Outage will be deducted, until the Outage has been temporarily or permanently resolved.
- (5) "Scheduled Downtime" means any period of scheduled maintenance used to perform any necessary changes, including any period scheduled by the cloud services vendor for such service. Scheduled Downtime comprises: (a) planned and scheduled maintenance periods (b) Customer initiated downtime; (c) where necessary, scheduled additional maintenance windows, as agreed with Customer, to implement Customer-approved changes of the OmniByte Managed Service; and (d) Cloud Services maintenance operations (scheduled by the cloud services vendor with notice provided approximately one week in advance).

(b) SERVICE LEVEL - AVAILABILITY TARGET AND SERVICE CREDITS.

- (1) The Availability target is 99.5% for the OmniByte Managed Service. In the event the Availability target is not achieved during any calendar month, the Customer is entitled to a service credit as specified below ("Availability Service Credit"). Any cumulative Availability Service Credits will be applied quarterly as a reduction to the Customer's next invoice.
- (2) The Availability Service Credit shall be:
 

Between 0.5% and 1% below Availability target: 5% of monthly OmniByte Managed Service fees due to OmniByte;

Between 1% and 5% below Availability target: 15% of monthly OmniByte Managed Services fees due to OmniByte; and

More than 5% below Availability target: 20% of monthly OmniByte Managed Services fees due to OmniByte.

Total Availability Service Credits per calendar month may not, in the aggregate, exceed the amount corresponding to one month's fees for the OmniByte Managed Service hereunder.
- (3) Any claim for an Availability Service Credit shall be reported as a Case by the Key User in the FormsPro case management portal, accompanied with a detailed written description of the applicable Incident to which it relates. Such a Case shall be raised within 60 days of the end of the calendar month in which the Outage to which the claim relates occurred. Customer must be in compliance with the IFS AUP to make such a claim. OmniByte will evaluate all information reasonably available to it and make a good faith determination of whether an Availability Service Credit is owed and will use commercially reasonable efforts to process claims within thirty (30) days of receipt. IFS will pass on any credit it receives from OmniByte. If the Availability target in regards of the production environment is not achieved during any consecutive three (3) calendar months in any contract year and for which the Customer was entitled to a Availability Service Credit ("Availability Failure"), the Customer may terminate the OmniByte Managed Service on providing at least five (5) days and no more than ninety (90) days written notice to IFS, provided such notice is received by IFS within thirty (30) days of determining such Availability Failure occurred. In the event of termination pursuant to this section: (a) Customer will be provided with a pro-rata refund of any fees paid for the OmniByte Managed Service which relates to periods after the date of termination; and (b) Support Services shall continue, but on support terms for non- OmniByte Managed Service customers, for the period Customer remains entitled to such Support Services. Termination of the OmniByte Managed Service pursuant to this section 3.10 shall not impact any software license or other services (including for the avoidance of doubt Support Services) all of which will continue in full force and effect subject to the terms of the agreement in respect thereof. Customer acknowledges that the

Availability target is not warranted. Any Availability Service Credits due to the Customer and the remedies for Availability Failure shall be the Customer's sole remedy with respect to any failure to meet the applicable Availability target.

(4) For the avoidance of doubt: (a) the Availability targets described herein are not part of or related to any other service level agreement or target as may be applicable between the parties e.g. for Support Services; (b) Availability Service Credits payable hereunder are alternative and not cumulative, which means that where a credit would be payable by OmniByte to Customer also under a different service level agreement for the same Incident, payment will only be made for the higher value one on a mutually exclusive basis e.g. where an Availability Service Credit is due as well as a credit in respect of Support Services; and (c) Availability Service Credits cannot be claimed for Outages constituting or resulting from Excluded Incidents.

#### 4. USE RESTRICTIONS

4.1 Customer shall not, and shall not permit any Authorized Users to, use any OmniByte Software component, the OmniByte Managed Service or the Documentation for any purposes beyond the scope of the access granted in these OmniByte Terms. Customer shall not at any time, directly or indirectly, permit any Authorized Users to: (i) copy, modify, or create derivative work, in whole or in part, of the OmniByte Deliveries (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available any component of the OmniByte Deliveries or any Documentation related thereto except as expressly permitted under this Attachment; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of OmniByte Deliveries, in whole or in part; (iv) use the OmniByte Deliveries in order to build a competitive product or service; (v) copy any features, functions, graphics, trademarks or copyright of the OmniByte Deliveries; (vi) use the OmniByte Deliveries 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; (vii) remove any proprietary notices from the OmniByte Deliveries or the Documentation; or (viii) use the OmniByte Deliveries 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. If the restriction set forth in clause (iii) above is prohibited by applicable law, Customer shall provide IFS with detailed prior written notice of any such intention to reverse engineer the OmniByte Deliveries. Customer shall notify IFS and IFS and/or OmniByte shall be given a right of first refusal to perform such work at rates equal to those proposed by a recognized third-party software services provider for such work.

#### 5. THIRD-PARTY COMPONENTS

5.1 The OmniByte Deliveries may contain or otherwise make use of software, code or related materials from third parties, including, without limitation, "open source" or "freeware" software ("Third-Party Components"). Third Party Components may be licensed under additional or other license terms that accompany such Third-Party Components. Customer acknowledge and agree that these accompanying license terms govern their use. Nothing in these OmniByte Terms limits Customer's rights under, or grants Customer rights that supersede, the license terms that accompany any Third-Party Components. OmniByte shall: (a) pass through to Customer any warranty or other rights it receives for any Third-Party Components; and (b) reasonably cooperate with Customer in enforcing such rights, at Customer's expense.

#### 6. TERM

6.1 The term shall be as set forth in the applicable Order Form.

#### 7. INTELLECTUAL PROPERTY OWNERSHIP; FEEDBACK

7.1 OmniByte owns all right, title, and interest, including all intellectual property rights, in and to the OmniByte Deliveries, and any improvements, enhancements or modifications thereto or derivative works thereof. OmniByte reserves all rights not expressly granted to Customer in these OmniByte Terms and except for the limited rights and licenses expressly granted under these OmniByte Terms, nothing in these OmniByte Terms 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 OmniByte Deliveries.

7.2 Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data. Any Customer suggestions or recommended changes to the OmniByte Deliveries, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), may be freely used by IFS and/or OmniByte irrespective of any other obligation or limitation under any applicable contract governing such Feedback and will be treated as non-confidential.

#### 8. INDEMNIFICATION

8.1 **BY CUSTOMER.** Customer will indemnify, defend, and hold harmless each of IFS and OmniByte from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against IFS and/or OmniByte and its affiliates regarding: (i) Customer Data; (ii) Customer's use of the OmniByte Deliveries in violation of these OmniByte Terms; or (iii) use of the OmniByte Deliveries in violation of these OmniByte Terms.

8.2 **BY IFS.** IFS will indemnify, defend, and hold harmless Customer to the extent IFS is indemnified by OmniByte, from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Customer to the extent based on an allegation that OmniByte's technology used to provide the OmniByte Deliveries to the Customer infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of the third party. In no event will IFS have any obligations or liability under this section arising from: (i) use of any OmniByte Deliveries in a modified form or in combination with materials not furnished by OmniByte and (ii) any content, information, or data provided by Customer, or other third parties.

8.3 **POSSIBLE INFRINGEMENT.** If IFS or OmniByte believes the OmniByte Deliveries infringe or may be alleged to infringe a third party's intellectual property rights, then IFS may: (i) obtain the right for Customer, at IFS's expense, to continue using the

OmniByte Deliveries; (ii) procure a non-infringing functionally equivalent replacement; or (iii) procure the modification of the OmniByte Deliveries so that they no longer infringe. If IFS does not believe the options described in this section are commercially reasonable then IFS may suspend or terminate Customer's use of the affected OmniByte Deliveries (and provide Customer with a pro-rata refund of prepaid fees for the OmniByte Deliveries).

**8.4 GENERAL.** The Party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (i) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (ii) the other party may join in the defense with its own counsel at its own expense. **THE INDEMNITIES ABOVE ARE THE ONLY REMEDIES UNDER THESE OMNIBYTE TERMS FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS IN RELATION TO THE OMNIBYTE DELIVERIES.**

## **9. DISCLAIMERS**

**9.1 OTHER THAN AS EXPRESSLY SET FORTH HEREIN, THE OMNIBYTE DELIVERIES ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, NEITHER CUSTOMER NOR IFS AND THEIR RESPECTIVE AFFILIATES, SUPPLIERS, AND DISTRIBUTORS MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR USE, OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR CONDITIONS OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO CUSTOMER.**

**9.2** The limitations of liability under the Master Agreement shall apply to these OmniByte Terms.

## **10. MISCELLANEOUS**

**10.1 MODIFICATIONS TO THE OMNIBYTE DELIVERIES AND APPLICABLE TERMS.** The OmniByte Deliveries may be updated from time to time; if changed in a manner that materially impacts their functionality, Customer will be informed in writing.

In addition to these OmniByte Terms, Customer acknowledges that IFS's provision of the OmniByte Deliveries hereunder is subject to the OmniByte terms & conditions currently applicable to IFS, as amended from time to time. IFS will notify Customer in the event any change of the OmniByte terms & conditions entails a material change to the provision of the OmniByte Deliveries impacting the Customer's use thereof under these OmniByte Terms.

If in the reasonable opinion of Customer any of the aforesaid changes will materially impair the functionality or use of the OmniByte Deliveries then the Parties shall discuss in good faith the remedy or substantial mitigation of such impairment, the failure of which Customer may terminate the OmniByte Deliveries within 60 days of receiving notice of the change.

**10.2 EXPORT REGULATION.** The OmniByte Software and the Managed Service utilizes software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the OmniByte Software, the OmniByte Managed Service, or the software or technology included in the OmniByte Software or the OmniByte Managed Service to, or make the OmniByte Software, the OmniByte Managed Service, the software or technology included in the OmniByte Software or the OmniByte Managed Service accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. Customer 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 OmniByte Software, the OmniByte Managed Service, or the software or technology included in the OmniByte Software or the OmniByte Managed Service available outside the US.

**10.3 GOVERNING LAW.** Reference is made to the Master Agreement. ANY LEGAL MATTERS ARISING BETWEEN CUSTOMER AND OMNIBYTE IN REGARDS OF THESE OMNIBYTE TERMS WILL BE GOVERNED BY THE LAWS OF STATE OF NORTH DAKOTA EXCEPT FOR ITS CONFLICTS OF LAWS PRINCIPLES.

**10.4 THIRD PARTY BENEFICIARY.** Customer accepts that OmniByte shall be designated as a third-party beneficiary for the purposes of these OmniByte Terms.

## **CADTALK**

These Terms of Service ("Terms") govern your access to and use of CADTALK. You agree that by registering or by using the Services, you are entering a legally binding agreement with CADTALK, LLC ("CADTALK") located in Ft Mitchell, KY USA, an Ohio LLC based on the Terms and the Privacy Policy, which is hereby incorporated by reference (collectively referred to as the "Agreement"). Your access to and use of the Services is conditioned on your acceptance of and compliance with the Agreement. By accessing or using the Services you agree to be bound by the Agreement.

### **1. Basic Terms**

1.1. You are responsible for your use of the Services, for any data you upload to the Services, and for any consequences thereof. You may use the Services only if you can form a binding contract with CADTALK and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. If you are below the legal age required to enter into a legal agreement, then you may not access this Service.

1.2. You may not access the Service if you are a direct competitor of CADTALK, or an employee of a direct competitor of CADTALK.

1.3. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS. IF YOU DO NOT AGREE WITH THESE TERMS, OR IF YOU DO NOT HAVE THE AUTHORITY TO BIND YOUR ENTITY, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

1.4. The Services are always evolving, and the form and nature of the Services may change from time to time without prior notice to you. In addition, CADTALK may stop (permanently or temporarily) providing the Services (or any features within the Services) to you or to users generally and may not be able to provide you with prior notice. We also retain the right to create limits on use and storage at our sole discretion at any time without prior notice to you.

### **2. Privacy and Passwords**

2.1. Privacy. Any information that you provide to CADTALK is subject to our Privacy Policy, which governs our collection and use of your information. You understand that through your use of the Services you consent to the collection and use (as set forth in the Privacy Policy) of this information, including the transfer of this information to the United States and/or other countries for storage, processing and use by CADTALK. As part of providing you the Services, we may need to provide you with certain communications, such as service announcements and administrative messages. These communications are considered part of the Services and your CADTALK account, which you may not be able to opt-out from receiving.

You expressly grant us the right to include your name as a user of our products and services. However, neither party shall use any logo or trademark owned by the other party unless pre-approved in writing by one of its officers.

2.2. Passwords. You are responsible for safeguarding the password or credentials that you use to access the Services and for any activities or actions under your account. We encourage you to use "strong" passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your account and with other accounts that you may connect to your CADTALK account. CADTALK cannot and will not be liable for any loss or damage arising from your failure to comply with the above requirements. You are strictly prohibiting from sharing your password or log in credentials or allowing any other individual to use your log in credentials to access the Services. You agree to use commercially reasonable efforts to prevent unauthorized access to or use of the Service, and to notify Us promptly of any such unauthorized access or use.

### **3. ACCESS TO THE SERVICES.**

3.1. Free Trial. CADTALK will make the Service available to You on a trial basis free of charge until the expiration date of the trial period, or the start date of any Purchased Service ordered by You. ANY DATA YOU ENTER INTO THE SERVICE, AND ANY CUSTOMIZATIONS MADE TO THE SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION BEFORE THE END OF THE TRIAL PERIOD.

3.2. Subscription Services. Other than during a Free Trial only subscribed users in good standing may access and use the Services. We may suspend or terminate your access to the Services for any outstanding payments until such amounts have been paid in full.

3.3. Usage Limitations. Your access to the Services may be subject to other limitations, such as, but not limited to, limits on disk storage space, and allowable bandwidth.

3.4. Loss of Data. CADTALK shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of User data, however, CADTALK shall not be liable for any loss of data. You are required to make backup copies of the information you enter into our Service.

### **4. USING THE SERVICES**

4.1. CADTALK shall: (i) provide to You basic technical support for the Purchased Service as deemed reasonably necessary in CADTALK's sole discretion at no additional charge, and/or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Purchased Service available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which CADTALK shall make reasonable effort to provide at least 8 hours' notice via the Purchased Service and which CADTALK shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Eastern time Friday to 5:00 a.m. Eastern time Monday). In some cases, downtime may be unscheduled or beyond our control, (b) any unavailability caused by circumstances

beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, hurricanes, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (iii) provide the Purchased Service only in accordance with applicable laws and government regulations.

4.2. You are directly responsible for verifying any users accessing the Services under your subscription are in compliance with this Agreement.

4.3. You must maintain a current subscription to continue to access the Services.

4.4. You may use the Services only in accordance with this Agreement, the User Manual and applicable laws and government regulations. You shall not (a) make the Service available to anyone other than valid licensed users, (b) sell, resell, rent or lease the Service, (c) use the Service 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, (d) use the Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein, (f) reverse engineer, telecommunicate transmittal or otherwise attempt to gain unauthorized access to the Service or their related systems or networks, (g) copy the documentation or software except as necessary to use the software as provided in the manual, (h) and distribute, rent, sub-license or lease the software or documentation, including translating, decompiling, disassembling, or creating derivative works.

## **5. PROPRIETARY RIGHTS**

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, CADTALK reserves all rights, title and interest in and to the Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Comments and Suggestions. CADTALK shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Service.

## **6. USER DATA**

6.1. You are solely responsible for all data that you upload to the Services. Do not upload User Data you do not have permission to send to CADTALK or to use in accordance with these terms. You are responsible for creating backup copies of User Data and CADTALK is not responsible for loss of any User Data. By posting User Data on or through the Service, You represent and warrant that: (i) the User Data is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and (ii) that the posting of your User Data on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity.

6.2. You retain any and all of your rights to any User Data you submit, post or display on or through the Service and you are responsible for protecting those rights. We take no responsibility and assume no liability for User Data. By posting User Data using the Service you grant us the right and license to use, modify, and distribute such User Data only as reasonably necessary to grant you full use and access of the Services. CADTALK shall not access User Data except to provide the Service or prevent or address service or technical problems or the risk of injury, damage or loss to any third party, or at Your request in connection with customer support matters.

## **7. Disclaimers, Indemnification and Limitations of Liability.**

Please read this section carefully since it limits the liability of CADTALK and its parents, subsidiaries, affiliates, related companies, officers, directors, employees, agents, representatives, partners, and licensors (collectively, the "Cadtalk Entities"). Each of the subsections below only applies up to the maximum extent permitted under applicable law. Some jurisdictions do not allow the disclaimer of implied warranties or the limitation of liability in contracts, and as a result the contents of this section may not apply to you. Nothing in this section is intended to limit any rights you may have which may not be lawfully limited.

7.1. The Services are Available "AS-IS". Your access to and use of the Services is at your own risk. You understand and agree that the Services is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, CADTALK ENTITIES DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. The CADTALK Entities make no warranty and disclaim all responsibility and liability for: (i) the completeness, accuracy, availability, timeliness, security or reliability of the Services; (ii) any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services; (iii) the deletion of, or the failure to store or to transmit, any data and other communications maintained by the Services; (iv) whether the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from CADTALK Entities or through the Services, will create any warranty not expressly made herein.

## **8. Limitation of Liability.**

8.1. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, (A) NEITHER YOU NOR CADTALK SHALL HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EVEN IF YOU OR CADTALK HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) IN NO EVENT SHALL CADTALK's AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS PAID TO CADTALK BY YOU UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE INCIDENT.

## 9. MUTUAL INDEMNIFICATION

9.1. Indemnification by CADTALK. CADTALK shall indemnify and hold You harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorneys' fees and costs), alleging that the use of the Service as permitted hereunder infringes, misappropriates or violates the intellectual property rights of a third party.

9.2. Indemnification by You. You shall indemnify and hold CADTALK affiliates, officers, agents, and employees harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorney fees and costs), related to (1) the failure of you or your employees or agents to comply with the Terms and (2) any activity in which you or your employees or agents engage on or through the Services.

## 10. ENDING THESE TERMS.

The Terms will continue to apply until terminated by either you or CADTALK as follows.

- 10.1. You may end your legal agreement with CADTALK at any time for any reason by deactivating your accounts and discontinuing your use of the Services. In order to deactivate your account, please contact us [sales@cadtalk.com](mailto:sales@cadtalk.com). If you voluntarily deactivate your account you remain liable for any unpaid subscription fees for your full subscription term.
- 10.2. We may suspend or terminate your accounts or cease providing you with all or part of the Services at any time for any reason, including, but not limited to, if we reasonably believe: (i) any overdue subscription fees; (ii) you have violated these Terms, (iii) you create risk or possible legal exposure for us; or (iv) our provision of the Services to you is no longer commercially viable. We will make reasonable efforts to notify you by the email address associated with your account or through the Services the next time you attempt to access your account.
- 10.3. In all such cases, the Terms and your license to use the Services shall terminate, except those sections you would expect to survive termination.

Nothing in this section shall affect CADTALK's rights to change, limit or stop the provision of the Services without prior notice, as provided above in section 1.

CADTALK may delete User data 60 days after the effective date of the termination of your subscription. CADTALK has no obligation to maintain or provide you with any User Data.

## 11. GOVERNING LAW

11.1. Injunctive Relief. Both parties acknowledge that it is impossible to measure fully, in money, the injury that will be caused to a party in the event of a breach or threatened breach of any of the provisions of this Agreement and both parties waive the claim or defense that it has an adequate remedy at law. In any action or proceeding to enforce the provisions of this Agreement, neither party will assert the claim or defense that such a remedy at law exists. Both parties will be entitled to injunctive relief to enforce the provisions of such sections hereof, without prejudice to any other claim that the enforcing party may have at law or in equity.

11.2. Arbitration. Except for actions initiated by either party for injunctive relief pursuant to the Injunctive Relief section of this Agreement, any dispute, controversy or claim arising out of, relating to or in connection with this Agreement or the performance or nonperformance of either party hereto will be submitted to arbitration under the rules and regulations of the American Arbitration Association. The prevailing party will be entitled to recover from the other party its costs and fees, including reasonable attorneys' fees. Any arbitration brought hereunder will be held in Kenton County, Kentucky. The decision and award of the arbitrator will be final and conclusive upon the parties, in lieu of all other legal, equitable or judicial proceedings between them, and no appeal or judicial review of the award or decision of the arbitrator will be taken, but rather any such award or decision may be entered as a judgment and enforced in any court having jurisdiction over the party against whom enforcement is sought.

11.3. Choice of Law/Venue. The validity and interpretation of this Agreement and the rights and obligations of the parties hereunder will be governed by the laws of the State of Kentucky, notwithstanding any conflict-of-law doctrines of Kentucky or any other jurisdiction to the contrary. Each of CADTALK and You hereby: (a) agrees that any legal proceeding arising out of or relating to this Agreement will be instituted in the United States District Court for the District of Kentucky, or if such court does not have jurisdiction or will not accept jurisdiction, in any court of general jurisdiction in Kenton County, Kentucky; (b) consents to the personal and exclusive jurisdiction of such court; and (c) waives any objection that it may have to the laying of venue of any such proceeding and any claim or defense of inconvenient forum.

## 12. GENERAL PROVISIONS

12.1. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.2. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**12.3. Whole Agreement.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes any and all prior understandings, statements, warranties, representations, and agreements, oral and written, relating hereto. Except as otherwise expressly provided herein, this Agreement may only be amended in a writing signed by both parties.

**12.4. Changes to the Agreement.** We may revise these Terms from time to time, the most current version will always be available via the customer portal for CADTALK. If the revision, in our sole discretion, is material we will notify you via email to the email associated with your account or through the Services. If you do not wish to be bound by any such revisions to the Terms, you must end these Terms with us as set forth in Section 10 above. By continuing to access or use the Services after those revisions become effective, you agree to be bound by the revised Terms.

## **IFS Energy & Resources License Metrics**

## License Metrics - Glossary of Terms

### IFS Energy and Resources:

Product Name	License Metric	License Metric Definition
	Concurrent User	The maximum number of Users permitted to access the IFS Materials at one time.
	Named User	A User that has been issued an exclusive user identification and password to access the IFS Materials.
	User	Any human or non-human (i.e. automated system or similar) permitted to access the IFS Materials under the terms of the Agreement. For the avoidance of doubt, User means any instance of logging into the IFS Materials.
	User Limit	Either the maximum number of Named Users or Concurrent Users permitted to access and use the IFS Materials under the terms of the Agreement.
	Processor Core	means, if applicable, a functional unit on a processor chip used to interpret and execute computer instructions to access the Deliverable. For clarity, each processor chip may contain multiple physical and/or virtual "Processor Cores", and each "Processor Core" is made up of a control unit and an arithmetic logic unit.
Qbyte Financial Management (FM)	Prime User	Prime Users have read & write access. 1 Prime User = 1.0 Net User
	Casual User	A Qbyte FM User that requires update access, that is already a Prime User in Qbyte Metrix. 1 Casual User = 0.5 Net User
	Info User	Any User who has read access only. 1 Info User = 1.0 Net User
Qbyte CS Land and Qbyte Metrix	Prime Users	Prime Users have read & write access. 1 Prime User = 1.0 Net User
	Info User	Any User who has read-only access. 1 Info User = .2 Net Users
Merrick and Operational Intelligence	Active Well Count	"Active Well Count" is defined as the number of completions processed by the Software or are subject to processing in any month.
iLandman	Net User	The sum of Users as stated in and calculated by referring to the Order Form (including this License Metric – Glossary of Terms)
	Full Use/User Admin	Users have read and write access. 1 Full Use User = 1 Net User
	View Only/Timesheet Only	Users have read access only. 1 View Only User = 0.5 Net User
P2 Land	Agreement Count	the number of the following land agreement types: Leases, Contracts, Deeds, Wells and Broker Tracts

## PRODUCT TERMS



<b>Tobin Data</b>	Enterprise	Customer's own internal use in accordance with the terms and conditions of the Agreement in one (1) production Certified Operating Environment of Customer, excluding any Affiliates, without regard to the number of Users.
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