

Subscription Services Agreement

This Subscription Services Agreement (the “SSA”) sets forth the terms and conditions that govern access to and use of the Services (as more fully defined below) provided by Unifocus (Texas), L.P. d/b/a Unifocus (“**Unifocus**”), a Texas limited partnership to the subscribing entity (“**Subscriber**”). Subscriber agrees to its terms and conditions, as of the earlier date that Subscriber accepts the SSA by (1) executing an order form that references this SSA; or (2) using the Services (the “Effective Date”).

WHEREAS, Unifocus provides certain Services (as more fully defined below) in connection with workforce management and operations, which services are available through a subscription service and Subscriber wishes to subscribe to such Services.

NOW, THEREFORE, the parties agree as follows:

1. Definitions

Capitalized terms used herein have the respective meanings given to them in Exhibit 1 or as defined elsewhere in this SSA.

2. Usage Rights

2.1 Access to the Services. Subject to the terms and conditions of this SSA and Subscriber’s payment of all applicable fees, Unifocus hereby grants Subscriber a limited-term, non-exclusive, non-sublicensable, revocable, non-transferable (except as expressly permitted herein) right to access and use each individual Subscription Service as specified in Subscriber’s Order(s) solely for Subscriber’s internal business purposes (each, a “Subscription”). This right to use is solely for Subscriber and, provided that Subscriber binds the relevant Affiliates (the “**Authorized Affiliates**”) in writing to adhere to the terms and conditions of this Agreement, it also permits access to and use by each of the Authorized Affiliates. Subscriber shall be liable to Unifocus for any breach of this Agreement by any such Authorized Affiliate and any Authorized Party of each Authorized Affiliate. If any other Subscriber Affiliate desires to access or use the Services separately from Subscriber then such Affiliate may place a separate Order with Unifocus that incorporates this Agreement by reference. If an Affiliate places such an Order, all references to Subscriber in this SSA shall be deemed to mean the applicable Affiliate with respect to the Services purchased by such Affiliate. Subscriber agrees that its Orders of Subscriptions hereunder are not contingent on the delivery of any future functionality or features.

2.2 Subscriber’s Responsibilities. Subscriber and each Authorized Party is responsible for: (i) the security of Authorized Party access credentials that are in Subscriber’s possession or control; (ii) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Subscription Services; (iii) the activity of Authorized Parties in the Services; and (iv) each Authorized Party’s compliance with this SSA and the Documentation. Further, Subscriber shall: (a) comply with all rules regulations relating to the operation of the Subscription Services in the Documentation, as are built into the Services, or are as otherwise communicated to Subscriber as (b) have sole responsibility for the accuracy, quality, and legality of all Subscriber Data; (c) be responsible for all electronic communications, including those containing business information, account registration, financial information, Subscriber Data, and all other data of any kind contained within emails or otherwise entered electronically through the Services; (d) prevent unauthorized access to, or use of, the Services, and notify Unifocus promptly of any such unauthorized access or

use, and cooperate with and assist Unifocus in identifying and preventing any unauthorized use, copying, or disclosure of the Services, the Documentation, or any portion of the Services or the Documentation as well as with any measures that become necessary (in Unifocus' sole discretion) following such unauthorized use.

2.3 Restrictions. Except to the extent expressly permitted under this SSA, Subscriber shall comply with all access and use restrictions set forth in this SSA or an applicable Order and shall not: (i) provide access to the Services to any third party other than its Authorized Parties, use the Services as a service bureau, or otherwise violate or circumvent any use limitations or restrictions set forth in this SSA, an Order, the Services or the Documentation; (ii) use the Services in violation of Law or in such a manner likely to harm Unifocus, its Affiliates, service providers, licensors, suppliers and/or subscribers; (iii) send or store Malicious Code in connection with the Services; (iv) copy, modify or make derivative works of the Services except to make a reasonable number of copies of the Documentation for use by Authorized Parties; (v) remove any proprietary markings or notices from any materials provided to Subscriber or an Authorized Party by Unifocus; (vi) frame or mirror the Services or any part thereof; (vii) attempt to breach the security of the Subscription Services, or access or attempt to access data belonging to third parties; (viii) attempt to gain access to the Subscription Services or its related systems or networks in a manner not set forth in this SSA or the Documentation, including without limitation by performing any vulnerability scanning, password cracking, remote access testing or penetration testing; (ix) access the Services or Documentation in order to build any commercially available software product or Service; or (x) copy any features, functions, integrations, interfaces or graphics of the Services or Documentation. Subscriber also may not use the Services: (a) to send spam, duplicative, or unsolicited messages in violation of applicable Laws; (b) to store sensitive data such as bank account data, social security (or equivalent) numbers or credit card data outside of the designated fields therefor; (c) to send or store material that violates the rights of a third party; (d) to send or store data or materials that are offensive or illegal or (e) for any other unlawful purpose. Subscriber may not knowingly facilitate or aid a third party in any of the foregoing activities. Subscriber shall be liable for the acts and omissions of all of Subscriber's Authorized Parties relating to this SSA.

2.4 Use Reporting. Unifocus reserves the right to gather and process data on Subscriber's usage of the Services to ensure that the Services are being used in accordance with the terms of this SSA and the type of Service purchased by Subscriber.

2.5 Audits. Upon reasonable prior written notice, and no more than once every twelve (12) months, Unifocus may audit Subscriber's use of the Services to ensure such use complies with the terms of the applicable Order and this SSA. Any such audit will be conducted during normal business hours and in a manner that shall not unreasonably interfere with Subscriber's normal business operations. Subscriber agrees to cooperate with Unifocus' audit and to provide reasonable assistance and access to information reasonably requested by Unifocus. If the audit identifies non-compliance, Subscriber agrees to remedy (which may include, without limitation, the payment of any fees for additional Services) such non-compliance within thirty (30) days of written notification of that non-compliance. Subscriber agrees that Unifocus shall not be responsible for any of Subscriber's costs incurred in cooperating with the audit.

3. Availability, Support and Professional Services

3.1 Availability. Unifocus will use commercially reasonable efforts to maintain availability of the Subscription Services 24 hours a day, 7 days per week, subject to emergency or planned maintenance,

Force Majeure events, and any unavailability caused by a third-party act or omission or any other circumstance beyond Unifocus' reasonable control. Unifocus will endeavor to schedule planned maintenance affecting the availability of the Subscription Services at non-peak times, and, to the extent possible, Subscriber will receive reasonable advance notice (which may be posted within the Services or otherwise) of such planned maintenance. Unifocus will use commercially reasonable efforts to notify Subscriber as soon as reasonably practical of any unplanned downtime of the Subscription Services and resolve the issue as soon as practical.

3.2 Suspension. If Subscriber's use of the Subscription Services interferes with or disrupts the integrity, security, availability or performance of the Subscription Services, Unifocus may modify or temporarily restrict or suspend Subscriber's use of the Services. Unifocus further reserves the right to suspend Subscriber's access to and /or use of the Service: (i) if any payment for the Services is due but unpaid for more than thirty (30) days' following receipt of an invoice from Unifocus for such Services, or (ii) if Unifocus reasonably determines that any Authorized Party's account is being used to engage in any activity prohibited by Section 2.3 above and/or Subscriber's use of the Services is causing immediate, material and ongoing harm to Unifocus or others. Unifocus shall not be liable to Subscriber nor to any third party for any suspension of the Subscription Services under such circumstances as described in this Section 3.2. Any suspension pursuant to this Section 3.2 shall not relieve Subscriber of Subscriber's obligation to make payments for the Subscription Services.

3.3 Technical Support. Subscriber's Authorized Parties who have undergone training for users of the Services will receive technical support for the Subscription Services and/or upgraded support in accordance with the terms of the Order. Technical support may, at Unifocus' discretion, include on-line help, FAQs, training guides and templates and the use of email, chat or live help. Unifocus is not obligated to maintain or support any customization to the Services or any Third-Party Service, even if sold by Unifocus, except under a separate agreement signed by the parties.

3.4 Professional Services. Unifocus may perform Professional Services and develop Deliverables for Subscriber. Unifocus hereby grants Subscriber, subject to timely payment of applicable fees and charges, and subject to the restrictions in this SSA, a personal, nonexclusive, non-transferable license for the Subscription Term to use the Deliverables solely in connection with its use of the Subscription Services. Unless specified in an Order or Statement of Work, Unifocus does not provide updates or reintegration work required to make Deliverables compatible with future versions or releases of the Subscription Services. Subscriber will timely cooperate and provide all assistance and access to resources reasonably required by Unifocus to perform the Professional Services. The start of the relevant Subscription Term will not be delayed due to any delay in performing Professional Services.

4. Fees and Payment

4.1 Fees. Fees are payable in the currency specified on the Order. Subscriber shall pay Unifocus for the Services in the manner and at the dates, fees and rates set forth in the Order, or, if not specified, then at Unifocus' then-standard rate paid annually in advance. Unifocus reserves the right to increase the fees for Services on an annual basis. Unless otherwise expressly stated in an applicable Order, Subscriber shall pay all invoices within thirty (30) days after the date of such invoice. All Subscription Service fees shall begin accruing as of the Subscription Start Date. Subscription fees are based on either (i) actual usage or (ii) Subscriptions purchased, as is specified in the applicable Order. All payment obligations are non-cancelable, and fees paid are non-refundable and, except for usage based Subscriptions, no quantities may be decreased during the relevant Subscription Term.

4.2 Billing and Contact Information. Subscriber agrees to provide Unifocus with complete and accurate billing and contact information, including a specific technical contact if applicable, for Subscriber's account with Unifocus and shall promptly notify Unifocus of any change thereto.

4.3 Taxes. All fees are exclusive of all applicable taxes, levies, and duties, and Subscriber shall be responsible for their payment, excluding taxes on Unifocus' net income. If Unifocus is obligated to collect applicable taxes, Unifocus will include them on its invoice to Subscriber, and Subscriber will pay all such amounts to Unifocus unless Subscriber timely provides Unifocus with a valid tax exemption certificate. Each party will timely provide the other with any documents and information as may be required under, or to comply with, applicable tax Laws.

4.4 Disputed Fees. Subscriber may reasonably and in good faith dispute an invoiced amount within fifteen (15) days after the invoice date, provided that Subscriber shall promptly pay the undisputed portion of the invoice pursuant to Section 4.1 and may only withhold payment of the disputed portion until the dispute is resolved. The Parties shall negotiate in good faith to resolve any payment dispute within forty-five (45) days. Subscriber agrees that any billing discrepancies or disputes not brought to the attention of Unifocus within fifteen (15) days after the invoice date will be and are hereby waived and the invoiced amount will be deemed to be correct.

4.5 Late Payment; Non-Payment. Non-payment of any fees for the Services or of any other amounts due by Subscriber to Unifocus when due is a material breach of this SSA. If any invoiced amount is not received by Unifocus by the due date, then without limiting Unifocus' rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. Subscription Services will not be reinstated until past due balance and late payment interest are paid in full. Subscriber shall also pay all sums expended (including, without limitation, reasonable legal fees) in collecting overdue payments.

5. Proprietary Rights

5.1 Services. Subject to the limited rights expressly granted hereunder, as between the parties Unifocus shall own all rights, title and interest, including all Intellectual Property Rights, in and to the Services (including any configurations and customizations thereof), all Work Product, and Unifocus Data. All rights not expressly granted in this SSA to Subscriber are reserved by Unifocus.

5.2 Access to and Use of Content. Subscriber has the right to access and use the Services and Documentation during the Term subject to the terms of this SSA and the Documentation.

5.3 Subscriber Data. Subject to the limited rights expressly granted hereunder, as between the parties, Subscriber owns all rights, title and interest, including all Intellectual Property Rights, in and to Subscriber Data. Subscriber hereby grants Unifocus and its Affiliates and applicable contractors a worldwide, limited-term license to (i) host, copy, store, record, transmit, display, view or otherwise use Subscriber Data and (ii) adapt, publish, translate, create derivative works from and distribute the Subscriber Data or incorporate the Subscriber Data into any form, medium or technology now known or later developed, and, for each of (i) and (ii) above, all as reasonably necessary for Unifocus to provide the Services in accordance with this SSA and for any other purpose authorized by this SSA, including without limitation for: (a) use with and as Aggregated Statistical Information and (b) to enforce the terms of this SSA. Subject to the licenses granted in this SSA to Unifocus, Unifocus acquires no right, title or interest from Subscriber or Subscriber's licensors under this SSA in or to any of the Subscriber Data. Subscriber agrees that the license to store and maintain Subscriber Data as

contemplated by this SSA shall survive the termination of this SSA and the Services for the timeframe specified in Section 6.5 below.

5.4 Feedback. Subscriber may, but is not required to, provide Unifocus or subcontractors with ideas, suggestions, requests, recommendations or feedback about the Services (“Feedback”). If Subscriber does so, Subscriber grants Unifocus a non-exclusive, worldwide, perpetual, irrevocable license to use, reproduce, incorporate, disclose, and sublicense the Feedback for any purpose.

5.5 Injunctive Relief. The parties acknowledge that, in the event of a breach of any of the provisions of Section 2.3, this Section 5, or Section 6, the non-breaching party will not have an adequate remedy at law. The non-breaching party shall, therefore, be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request without any requirement of posting a bond of any kind. The non-breaching party’s right to obtain injunctive relief shall not limit its right to seek further remedies.

6. Confidentiality and Data Security

6.1 Confidentiality. A party shall not disclose or use any Confidential Information of the other party except as reasonably necessary to perform its obligations or exercise its rights pursuant to this SSA except with the other party’s prior written permission.

6.2 Protection. Each party agrees to protect the Confidential Information of the other party in the same manner that it protects its own Confidential Information of like kind, but in no event using less than a reasonable standard of care.

6.3 Compelled Disclosure. A disclosure by one party of Confidential Information of the other party to the extent required by Law shall not be considered a breach of this SSA, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party’s cost, if the other party wishes to contest the disclosure and provides only the Confidential Information that is so required.

6.4 Personal Data

6.4.1 Unifocus has taken reasonable actions intended to ensure that Subscriber Personal Data is disclosed only to Authorized Parties. However, Subscriber acknowledges that the Internet is an open system and Unifocus cannot and does not warrant or guarantee that Subscriber Personal Data will not be intercepted by third parties. Unifocus disclaims any liability for interception of any Subscriber Personal Data or electronic communications. Notwithstanding the foregoing, Unifocus may disclose information Subscriber submitted to Unifocus if required by Law or if Unifocus, in good faith, believes disclosure is necessary to (i) comply with legal process, or (ii) protect the rights or property of Unifocus, its Affiliates, licensors or others. Unifocus does not provide Subscriber Data to any third party for any purpose other than providing the Services and Unifocus only uses Subscriber’s Personal Data and other information within the limits of the Unifocus’ privacy policy accessible [here](#). If Subscriber objects to Subscriber’s information being used in the manner set forth in the Unifocus’ privacy policy, Subscriber should discontinue use of the Services.

6.4.2 To the extent applicable to the Services provided hereunder, Unifocus shall take steps reasonably calculated to ensure that its collection, access, use, storage, disposal, and

disclosure of Subscriber Personal Data complies with all United States federal and state privacy and data security Laws (including without limitation having in place information security practices that comply with Mass. Regs. Code tit. 201, § 17.00, as well as all other applicable regulations, directives, and regulatory guidance in any other jurisdiction). In the event and to the extent that Subscriber has notified Unifocus that any processing of personal information by Unifocus of any individual is subject to the European Union General Data Protection Regulation or the UK General Data Protection Regulation in connection with the provision of Services hereunder, Unifocus will comply with the terms of its standard [Data Processing Agreement](#).

6.4.3 Use of Anonymized Data and Aggregated Statistical Information. Unifocus may use Anonymized Data and Aggregated Statistical Information to enhance its Services and other services Unifocus may offer to its subscribers. Unifocus also may use the Aggregated Statistical Information for purposes of providing or improving the Services, benchmarking the Services performance, preparing statistics and system metrics, or to provide other services that Unifocus may offer to its subscribers; provided however, that Unifocus' use of Anonymized Data and/or Aggregated Statistical Information will not provide Personal Data or Confidential Information derived from Subscriber Data to any third party.

6.5 Subscriber Data Upon Termination. Upon termination of this SSA, Subscriber Data retained by Unifocus shall be made available to Subscriber for a period of thirty (30) days after the termination of this SSA. Thereafter, Subscriber may request continued maintenance of Subscriber Data in writing at least three (3) business days before expiration of the initial thirty (30) days period. Timely requests will be honored subject to payment in accordance with Section 5 above by Subscriber to Unifocus of its then-standard data management fee. After the thirty (30) day period, Unifocus may anonymize Subscriber Data. Such anonymized Subscriber Data (including Subscriber Data) will be retained in accordance with Unifocus' data retention policies as amended from time to time, but Unifocus cannot guarantee it will be available to Subscriber.

6.6 Limitations on Unifocus. Unifocus shall maintain in confidence, and shall not disclose to any third party, Subscriber Data, and Unifocus will not use Subscriber Data for any purposes other than the provision of the Services and as provided in this SSA and Unifocus' privacy policy.

6.7 Unifocus Remediation of Certain Unauthorized Disclosures. If any unauthorized access to or acquisition of Personal Data is caused by Unifocus' breach of its security and/or unauthorized access to or acquisition of Personal Data is caused by Unifocus' breach of its security and/or privacy obligations under this SSA, Unifocus shall provide data subject notification and take other actions as are required of Unifocus by Law.

7. Third-Party Services

7.1 No Endorsement or Warranty. Unifocus may present to Subscriber, including on its websites, Third-Party Services. All such Third-Party Services are provided under the terms of each Third-Party Provider and not under this SSA. Unifocus does not endorse or make any representation, warranty or promise regarding, and does not assume any responsibility for, any such Third-Party Service or a Third-Party Provider, regardless of whether it is described as "authorized," "certified", "recommended" or the like and regardless of whether the Third-Party Service is included in Subscriber's Order. Subscriber should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation Subscriber feel necessary or appropriate before proceeding with any transaction with a Third- Party Provider or obtaining any

Third-Party Service. Unifocus has no obligation to provide support for Third-Party Services and does not guarantee the initial or continuing interoperability of the Services with any Third-Party Services. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with any feature of the Services on reasonable terms, Unifocus may cease providing such feature without liability.

7.2 Data Sharing. If Subscriber obtains a Third-Party Service that requires access to or transfer of Subscriber Data, Subscriber acknowledges that any such access or transfer is between Subscriber and the Third-Party Provider pursuant to the Third-Party Provider's own privacy notices and policies, and that Unifocus is authorized to provide the Subscriber Data as requested by the Third-Party Service. Unifocus is not responsible for any modification, loss, damage or deletion of Subscriber Data by any Third-Party Service obtained by Subscriber.

8. Term and Termination

8.1 Term. Unless this SSA is earlier terminated as expressly permitted by this SSA, this SSA commences on the Effective Date and continues until the expiration of the Subscription Term of the last outstanding Order under which Services are being provided ("**Term**").

Each Order Form shall be effective upon the date of execution by Subscriber. The Subscription Term for each Order Form shall commence on the Subscription Start Date (as defined in Exhibit 1) and shall expire at the end of the period specified in the "Term" field of that Order Form, unless renewed in accordance with Section 8.2 (Renewal) or otherwise extended by mutual agreement in writing. Except as provided in Section 8.3 below, an Order for Subscription Services may not be terminated early by either party prior to the expiration of the Subscription Term. In the event the Parties have entered into an Order Form for a pilot or evaluation Subscription only, and such Subscription terminates prior to the Parties entering into an Order for a new Subscription, this Agreement will not terminate until one anniversary year following the termination of the pilot or evaluation subscription in order to allow the Parties the opportunity to enter into a new Subscription during such year.

8.2 Renewal. All Subscriptions will automatically renew for the same period as the original Subscription Term (each a "**Renewal Term**") at the list price in effect at the time of renewal unless either party gives the other Party written notice of non-renewal at least 60 days prior to the end of the applicable Subscription Term or Renewal Term.

8.3 Termination. Either party may terminate an Order Form and/or, at its option this SSA (i) by sending a notice of non-renewal as provided above, (ii) if the other party has materially breached this SSA, and, if curable, such breach has not been cured within 30 days' notice from the non-breaching party, or (iii) upon written notice to the other party if the other party becomes the subject of a petition in bankruptcy or another proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

If this Agreement or any Order Form is terminated for convenience by the Subscriber, Subscriber shall remain liable for all fees and charges that would have been payable for the full Subscription Term as if the Agreement had remained in effect for the entire duration. Any outstanding amounts shall become immediately due and payable upon such termination for convenience.

8.4 Effect of Termination. On expiration or termination of this SSA: (i) all applicable rights of access and other licenses and rights granted to Subscriber will immediately terminate; (ii) a party's rights,

remedies, obligations (including payment obligations) and liabilities that have accrued up to the date of termination shall not be affected; (iii) unless Subscriber have terminated the SSA for our material breach as provided above, Unifocus will not be obligated to refund any prepaid and unused fees; and (iv) except as provided in Section 6.5, a party receiving Confidential Information shall, at the request of the discloser, delete or destroy the discloser's Confidential Information in its possession or control. Notwithstanding the foregoing, the recipient may retain discloser's Confidential Information (a) to the extent required by law or governmental authority, or (b) that is automatically stored in accordance with recipient's generally applicable backup policies ("**Backup Media**"). All Confidential Information stored on Backup Media shall remain subject to the confidentiality obligations set forth herein, notwithstanding the expiration or termination of this SSA, so long as it remains undeleted.

8.5 Survival. Sections 1, 4, 5, 6, 8.4, 10, 11 and 12 will survive any expiration or termination of the SSA.

9. Warranties

9.1 Authority. Each party represents to the other that it has the authority to enter into this SSA, to carry out its obligations under it, and to give the rights and licenses granted herein.

9.1.1 Unifocus Warranties. Unifocus warrants that (i) it will provide the Services in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the Subscription Services shall perform materially in accordance with the Documentation, and (iii) the Professional Services will be performed in a professional and workmanlike manner. Subscriber's sole and exclusive remedy for Unifocus' breach of this limited warranty with respect to Subscription Services shall be that Unifocus shall use commercially reasonable efforts to modify the Services to meet the performance and functionality specifications, in all material respects, described in the most current Documentation. In the event of any breach of the foregoing warranty regarding Professional Services, Unifocus shall, at its option and as Subscriber's sole and exclusive remedy, (a) reperform the Professional Services which were not performed as warranted; or (b) in the event Unifocus is unable to re-perform such Professional Services after exercising commercially reasonable efforts to do so, refund the fees paid to Unifocus for the non-conforming portion of the Professional Services.

9.1.2 Unifocus shall have no obligation with respect to a warranty claim (i) unless notified of such claim within thirty (30) days of the first instance of any material performance and/or functionality issue, or (ii) if the warranty claim is the result of a Third-Party Service or a customization of the Services prepared by Subscriber or a third party. Any notice required to be sent pursuant to this Section 9.1 must be sent pursuant to Section 12.15.

9.2 DISCLAIMER OF ALL OTHER WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS SSA, THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE ONLY FOR COMMERCIAL USE, SUBJECT TO ANY RESTRICTIONS IN THIS SSA OR THE DOCUMENTATION. UNIFOCUS, ON BEHALF OF ITSELF, ITS AFFILIATES AND LICENSORS, DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTEES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THOSE (I) OF MERCHANTABILITY OR SATISFACTORY QUALITY, (II) OF FITNESS FOR A PARTICULAR PURPOSE, (III) OF NON-INFRINGEMENT AND (IV) ARISING FROM CUSTOM, TRADE USAGE,

COURSE OF PRIOR DEALING OR COURSE OF PERFORMANCE. EXCEPT AS EXPRESSLY PROVIDED HEREIN, UNIFOCUS, ITS AFFILIATES AND LICENSORS DO NOT WARRANT THAT SUBSCRIBER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. WITHOUT LIMITING THE FOREGOING, UNIFOCUS EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SERVICES WILL MEET SUBSCRIBER'S REQUIREMENTS. SUBSCRIBER ASSUMES RESPONSIBILITY FOR SELECTING THE SERVICES TO ACHIEVE SUBSCRIBER'S INTENDED RESULTS, AND FOR THE RESULTS OBTAINED FROM SUBSCRIBER'S USE OF THE SERVICES. THIS DISCLAIMER APPLIES TO ANY EXPENSES, DAMAGES OR INJURY, REGARDLESS OF THE CAUSE, WHETHER FOR BREACH OF CONTRACT, STRICT LIABILITY, TORTUOUS BEHAVIOR, NEGLIGENCE, OR FOR ANY OTHER CAUSE OF ACTION. SUBSCRIBER ACKNOWLEDGES THAT UNIFOCUS DOES NOT PROVIDE ANY ACCOUNTING, TAXATION, FINANCIAL, INVESTMENT, LEGAL OR OTHER ADVICE TO SUBSCRIBER, USERS, OR ANY THIRD PARTY. NO INFORMATION PROVIDED BY UNIFOCUS SHALL CREATE ANY WARRANTY

10. Indemnification

10.1 By Unifocus. Unifocus shall indemnify, defend and hold Subscriber harmless against any and all damages finally awarded against Subscriber by a court of competent jurisdiction, or agreed to in a written settlement agreement signed by Unifocus, arising out of any claim or lawsuit by a third party (a "**Claim**") against Subscriber to the extent such Claim alleges: that the use of the Subscription Services by Subscriber in accordance with the terms of this Agreement, infringes any patent, copyright or federally registered trademark, or misappropriates a trade secret of a third party. If Subscriber's use of the Subscription Services is enjoined or Unifocus determines that such use may be enjoined, then Unifocus may, at its sole option and expense, either, (a) modify the Subscription Services to be non-infringing, (b) obtain for Subscriber a license to continue using the Subscription Services, or (c) if neither (a) nor (b) are practical in Unifocus' sole judgment, terminate the affected Subscription Service and return to Subscriber the unused portion of any fees paid for the affected Subscription Services. The foregoing obligations of Unifocus do not apply to the extent that the alleged infringement claim (i) results from any change made by Subscriber or any third party for the Subscriber, (ii) could have been avoided by using an unaltered current version of the Subscription Services which was provided by Unifocus, (iii) is based upon any information, design, specification, instruction, software, data, or material not furnished by Unifocus, or any material from Subscriber, a third party portal or other external source that is accessible to Subscriber within or from the Subscription Services (e.g., a third party Web page accessed via a hyperlink). This Section 10.1 constitutes Subscriber's exclusive remedy for third party infringement and trade secret misappropriation claims.

10.2 By Subscriber. Subscriber shall: (a) defend Unifocus against any Claim against Unifocus to the extent the Claim results from (i) Subscriber Data; or (ii) Subscriber's breach of Section 2.3; and (b) pay any damages awarded against Unifocus for the Claim or any amounts agreed by Subscriber and the claimant for the settlement of the Claim.

10.3 Procedures. The Party seeking indemnity under this Section 10 (the "**Indemnified Party**") must: (a) notify the other Party (the "**Indemnifying Party**") promptly in writing of the Claim, specifying the nature of the Claim and such relief as is sought therein; (b) tender to the Indemnifying Party sole control of the defense or settlement of the Claim at the Indemnifying Party's

expense, provided, however, the Indemnifying Party may not settle a Claim in a manner that would have an adverse impact on the business of the Indemnified Party without receiving the prior written consent of the Indemnified Party; and (c) cooperate and, at the Indemnifying Party's expense, assist in the defense of the Claim. The Indemnified Party will have the right to participate at its own expense in any Claim or related settlement negotiations using counsel of its own choice.

11. Limitation of Liability

11.1 Limitations. EXCEPT IN CONNECTION WITH EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 10, INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, AND CONFIDENTIALITY OBLIGATIONS UNDER THIS SSA (COLLECTIVELY THE "EXCLUDED CATEGORIES") THE PARTIES AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR SUBSCRIBER'S OBLIGATIONS TO PAY FEES UNDER THIS SSA AND THE EXCLUDED CATEGORIES, NEITHER PARTY'S AGGREGATE LIABILITY SHALL EXCEED THE FEES FOR THE SERVICES PAID OR PAYABLE IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF SUCH CLAIM ARISES DURING THE FIRST 12-MONTH PERIOD OF THIS SSA, DURING SUCH PERIOD.

11.2 Scope. The exclusions and limitations above apply to all causes of action, whether arising from breach of contract, tort, breach of statutory duty or otherwise, even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss, provided that nothing in this SSA shall limit or exclude any liability which cannot be excluded or limited as a matter of law. The allocation of risk in this SSA is reflected in the level of fees payable hereunder. A party may not circumvent the limitations of liability herein or receive multiple recovery under this SSA by bringing separate claims or claims on behalf of its Affiliates.

12. General Provisions

12.1 Compliance with Laws. Each party shall comply with all applicable Laws in relation to the Services.

12.2 Export. The Services and Documentation, including technical data, may be subject to U.S. export control Laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Subscriber shall not export, re-export, divert, or transfer the Services, Documentation or any component thereof to any prohibited destination or to any party who has been prohibited from participating in US export transactions by any federal agency of the US government. Subscriber agrees to comply strictly with all such Laws and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Services and Documentation. Subscriber shall indemnify Unifocus, including its officers, directors and agents from all losses and liabilities (including reasonable attorney's fees and court costs) arising from any breach of Subscriber's representations, warranties or obligations under this Section.

12.3 OFAC. Subscriber represents and warrants that it is not and will not share the benefit of the Services to any entity incorporated in or resident in a country subject to economic or trade sanctions by the U.S. State Department and/or U.S. State Department or U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") or are listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Person," or similar designation under the OFAC sanctions regime. Any breach of this Section shall be deemed a material breach of this SSA and Unifocus may immediately terminate this SSA.

12.4 Assignment. Neither party may assign any rights or obligations under this SSA without the other party's prior written consent, except that subject to prior written notice to the other party, a party may assign the SSA in its entirety in connection with a merger, acquisition, spin-off, corporate reorganization or restructuring, or sale of substantially all of its assets. Any attempted assignment in breach of this Section 12.4 shall be void.

12.5 Remedies Not Exclusive. Except as expressly set forth herein, any remedy in this SSA is not exclusive of any other available remedy.

12.6 Third Party Beneficiaries. Certain of the Services may be provided by Unifocus Affiliates. In such case, each such Affiliate shall be a third-party beneficiary of this SSA to the extent of such Services. Except as expressly set out in this SSA, a person who is not a party to this SSA will have no rights to enforce it.

12.7 Entire Agreement. This SSA constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous written and oral agreements, negotiations and discussions between the parties regarding the subject matter herein. The parties acknowledge that in entering onto this SSA they have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in this SSA. Nothing shall limit or exclude either party's liability for fraud.

12.8 Severability. If any provision of this SSA is held to be invalid, illegal or unenforceable, then to the extent possible such provision shall be construed to reflect the intent of the original provision, with all other provisions in this SSA remaining in full force and effect.

12.9 No Partnership or Agency. The parties are independent contractors. This SSA does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Except as provided in Section 12.6, there are no third-party beneficiaries to this SSA.

12.10 Waiver. A party's delay or failure to exercise any right under this SSA will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving party.

12.11 Force Majeure. Notwithstanding any provision contained in the SSA, and except for Subscriber's payment obligations, neither party will be liable to the other to the extent performance of any obligations under the SSA is delayed or prevented by a Force Majeure event. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay so caused.

12.12 Order of Precedence. In the event of any express conflict or inconsistency, the order of

precedence shall be: (i) Subscriber's Order; (ii) these terms (including any annexes or exhibits hereto); and (iii) the Documentation.

12.13 Marketing. Subscriber grants Unifocus the right, during the term of this SSA and thereafter, to disclose and make public statements (including press releases and statements on Unifocus' web site) using Subscriber's name, logo and other details) that Subscriber is a Unifocus customer.

12.14 Governing Law; Dispute Resolution. a) This SSA (including the Orders and SOWs shall be governed by the substantive Laws of the State of New York applicable to agreements made and wholly performed in New York, without regard to the application of any conflicts of laws principles. Application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act is expressly excluded. (b) Any and all disputes, controversies or differences which may arise between the Parties out of or in connection with this SSA, or the breach hereof, which cannot be amicably settled by negotiation between the Parties within 30 days from delivery of written notice of that dispute by one Party to the other Party, shall be finally determined by arbitration administered by the International Centre for Dispute Resolution (ICDR) in accordance with its International Arbitration Rules. The place of arbitration shall be Dallas, Texas. All documents to be filed during an arbitration shall be filed in the English language and all oral proceedings shall be conducted in the English language. Each Party shall bear its own costs of translation, without prejudice to a final determination on the allocation of costs. Except to the extent required by applicable law, neither Party may disclose the existence, content or results of any arbitration hereunder (other than to its accountants and attorneys) without prior written consent of the other Party. Each Party shall cause its representatives, witnesses and any arbitrators to assume confidentiality obligations no less stringent than those provided in this SSA, during and after the Term, with respect to the existence, content or results of any arbitration hereunder. Each Party shall be fully responsible for the observance of such confidentiality obligations by its representatives and witnesses during and after the Term. Each Party retains the right to apply to any court of competent jurisdiction at any time for provisional and/or conservatory relief, including prearbitral attachments or injunctions, to enforce the provisions of this SSA protecting, and to otherwise protect, its Confidential Information and Intellectual Property rights, and any such request shall not be deemed incompatible with the agreement to arbitrate or a waiver of the right to arbitrate. For the avoidance of doubt, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.15 Notices. All notices under this SSA shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the third business day after mailing first class with return receipt requested; or (iii) the date of delivery if sent by a nationally recognized courier service (e.g., FedEx). Notices to Unifocus shall be addressed to 511 E. John Carpenter Freeway, Suite 500, Irving, TX, 75062, Attn: CFO. Notices to Subscriber shall be addressed to Subscriber's contact provided to Unifocus in the Order. Each party may modify its recipient of notices by providing notice pursuant to this SSA.

12.16 Interpretation. Headings are for convenience only and may not be used in interpretation. The words "such as" and "including" do not signify limitation. The SSA shall not be interpreted against the drafter.

Exhibit 1

Definitions

“**Activation**” means the date on which the Subscription Services are first made available to Subscriber in a production environment, as confirmed in writing by Unifocus.

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with, the subject entity, where “control” is the direct or indirect ownership or control of at least a majority of the voting rights in the entity, or otherwise the power to direct the management and policies of the entity. An entity is an Affiliate only for as long as such control continues.

“**Authorized Affiliate**” means any entity that is using the Subscription Services pursuant to Subscriber’s Orders placed hereunder.

“**Aggregated Statistical Information**” means aggregated and statistical data derived from the operation of the Services, including, without limitation, the number of records in the Services, the number and types of transactions, configurations, and reports processed in the Services and the performance results for the Services and specifically excluding any Personal Data.

“**Anonymized Data**” means a data set containing, inter alia, Subscriber Data from which all Personal Data has been removed such that the data is not identifiable as relating to any individual person or to Subscriber. For purposes of clarity, Anonymized Data cannot include any Personal Data or any data, information or traits from which the identity of Subscriber, or its Authorized Parties, may be ascertained or that may identify Subscriber, or its Authorized Parties, as the source of any portion of the data.

“**Authorized Party**” means Subscriber’s employees and independent contractors, and those of its Authorized Affiliates, including without limitation the employees and agents of each who have been issued individual login credentials and are authorized by Subscriber to access the Services and who need access to the Services to fulfill their obligations to the Subscriber. Authorized Parties may be required to agree to Unifocus’ then-current End User Subscription Agreement if required as a part of accessing the Subscription Services, but Subscriber’s use of the Services will be subject to this SSA and not the End User Subscription Agreement.

“**Confidential Information**” means all of Subscriber’s, Unifocus’ or any third party’s information, material and data: (i) labeled or designated in writing as confidential or proprietary, (ii) which is verbal or otherwise intangible and the disclosing party advises the receiving party is proprietary or confidential and which is later labeled or otherwise designated in writing as confidential or proprietary, or (iii) which, in view of the nature of such information and/or the circumstances of its disclosure the receiving party knows or reasonably should know is confidential or proprietary, including, without limitation, software, information relating to financial data, plans, forecasts, intellectual property, methodologies, algorithms, agreements, market intelligence, technical concepts, Subscriber information, strategic analyses and internal developments. Confidential Information does not include information which (a) is or becomes publicly known without any fault of or participation by the receiving party, (b) was in the receiving party’s possession prior to the time it was received from disclosing party or came into receiving party’s possession thereafter, in each case lawfully obtained from a source other than the disclosing party and not subject to any obligation of confidentiality or restriction on use, (c) is independently developed by the receiving party by persons not having exposure to the disclosing party’s Confidential Information as evidenced by written documents created in the ordinary course of business of the receiving party, or (d) Anonymized Data and Aggregated Statistical Information.

“Deliverable(s)” means any deliverables of Professional Services that are (i) specified in an applicable Order, and (ii) provided to Subscriber as the result of Subscriber’s engagement of Unifocus to perform Professional Services under an applicable Order.

“Documentation” means the online or written user guides, specifications, and manuals regarding the Services made available by Unifocus, which may be updated by Unifocus from time to time.

“Force Majeure” means the occurrence and continuation of an event, condition or circumstance (except, in each case, for the payment of money) which is beyond the reasonable control and due to no fault of the party asserting the Force Majeure, that directly prevents or delays such party from performing any of its obligations pursuant to this SSA including: (a) war (including civil war, revolution or insurrection), invasion, armed conflict, violent act of a foreign enemy, military or armed blockade, or military or armed takeover; (b) riot, insurrection, civil commotion, civil disturbance, or act of terror or sabotage; (c) nuclear explosion or meltdown, or radioactive, chemical or biological contamination; (d) fire, explosion or other serious casualty; (e) severe weather or other natural disasters (including, without limitation, hurricane, tornadoes, floods, earthquakes, tsunamis, named windstorms, or snow or ice storms); (f) events resulting in the declaration of a state of emergency; (g) pandemics or epidemics; or (h) strike, lock-out, or labor dispute (including, without limitation, any strike, slow-down, lock-out, walk-out, or work stoppage, or other labor dispute.

“Implementation Kick-off” means the date on which Unifocus has conducted an implementation kick-off call with Subscriber, as confirmed in writing by Unifocus.

“Intellectual Property Rights” means all intellectual property and proprietary rights, and all corresponding rights, throughout the world, including: (i) patents and patent applications; (ii) trademarks, service marks, certification marks, trade dress, logos, trade names, slogans, internet domain names and corporate names, all registrations, application and renewals for any of the foregoing, and all goodwill associated with the foregoing; (iii) copyrights and other works of authorship (whether or not copyrightable) and moral rights, and all registrations, applications and renewals for any of the foregoing; (iv) trade secrets and other confidential information (including know-how, techniques, methods, designs, manuals, procedures, process charts, experimental data, technical and evaluation reports, and other technical documentation and specifications, financial, business and marketing plans, and Subscriber and supplier lists and related information); (v) computer software and software systems (including source and object code, data, databases and related documentation); and (vi) all copies and tangible embodiments of the foregoing (in whatever form or medium).

“Law” means all applicable federal, national, state, provincial, local and international community laws, rules, regulations, ordinances and directives that have the force of law, including without limitation those related to privacy, data protection and/or employment.

“Malicious Code” means viruses, worms, time bombs, Trojan horses, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.

“Order” or **“Order Form”** means an ordering document executed by Subscriber and Unifocus for subscription to Services and which is governed by the terms of this SSA.

“Personal Data” means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to

an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identify of that natural person, as well as any other additional data deemed as personal data under applicable personal data protection Laws.

“**Professional Services**” means the curation, development, consulting, training, maintenance, support, implementation, configuration and/or other services specified in an Order (and if applicable an accompanying Statement of Work).

“**Renewal Term**” has the meaning as given in Section 8.2.

“**Services**” means, collectively, the access to the Subscription Services and Professional Services provided to Subscriber.

“**Subscriber**” means the company identified as the Subscriber in the applicable Order Form.

“**Subscription Services**” means the access to the Unifocus SaaS Platform provided to Subscriber.

“**Subscription Start Date**” means the date on which the Subscription Term for a given Order Form commences, as determined by the Start Date field of that Order Form.

“**Subscription Term**” means the time period specified in the “Term” field of the applicable Order Form, during which the Subscriber is authorized to access and use such Subscription Services.

“**SSA**” means these terms, together with all Order(s) and any attachments, exhibits and annexes to any of the foregoing.

“**Statement of Work**” or “**SOW**” means a document executed by both parties that describes the Professional Services to be performed by Unifocus under an Order to this SSA. Each Statement of Work together with this SSA, a related Order and any exhibits and amendments to such Statement of Work, is a separate and independent contractual obligation of Unifocus from any other Statement of Work.

“**Subscriber Data**” means the electronic data or information submitted by Subscriber or Authorized Parties, or otherwise on Subscriber’s behalf, into the Unifocus SaaS Platform.

“**Subscriber Personal Data**” means all Personal Data that is provided to Unifocus or otherwise processed by Unifocus on behalf of Subscriber in the course of using the Unifocus SaaS Platform and any Professional Services under this SSA.

“**Term**” has the meaning as given in Section 8.1.

“**Third-Party Service**” means any product (e.g. software, cloud services, or forms), tool (e.g. integration or development tools) or service (e.g. implementation, configuration, development or accounting) provided by a party other than Unifocus (a “**Third-Party Provider**”).

“**Unifocus Data**” means the information on the Order, data about the configuration and use of the Unifocus SaaS Platform, Aggregated Statistical Information, the Documentation, and other information provided to Subscriber via login to the Unifocus SaaS Platform or otherwise by Unifocus in the course of its performance under this SSA, other than Subscriber Data.

“Unifocus SaaS Platform” means the Software as a Service products and services ordered by Subscriber under an Order and made available online by Unifocus, including any associated offline or mobile components, but excluding any Professional Services and/or Third-Party Services procured by Subscriber from Unifocus.

“Work Product” means any software, data, documentation, graphics, text, code, inventions, pictures, audio, video, animations, enhancements, improvements, methods, processes, works of authorship, work-flow methods or other deliverables, or any portions of the foregoing, that Unifocus creates, conceives, develops, or reduces to practice, whether alone or jointly, as part of or in connection with performing the Professional Services.