

ACTSOLV, LLC

MASTER SUBSCRIPTION AGREEMENT

Welcome to ACTSOLV!

This Master Subscription Agreement (the “**Agreement**”) is a contract between you (hereinafter, the “**Customer**”, or “**you**”) and ACTSOLV, LLC, a Massachusetts limited liability company (hereinafter, “**ACTSOLV**”, or “**we**”). ACTSOLV and Customer (or you) is each a “**Party**” and collectively they are the “**Parties**”).

This Agreement describes the services we will provide to you and the terms and conditions of our relationship. We will not provide these services unless you agree to the terms of this Agreement. By using ACTSOLV’s Subscription Services (as defined below) or receiving ACTSOLV’s Professional Services (as defined below), you are agreeing to these terms.

This Agreement is made and entered into as of the Effective Date of the first **Services Order Form and Agreement** (“**SOF**”), defined below executed by ACTSOLV and you. This Agreement is incorporated into and is an integral part of the SOF.

Now therefore, you and ACTSOLV agree as follows:

1. Definitions.

As used in this Agreement and in any SOF associated with this Agreement the following definitions shall apply:

(a) “ACTSOLV Intellectual Property” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask works and rights thereto, know-how and other trade secret rights, Confidential Information, and all other intellectual property, derivatives thereof, and forms of legal protection of a similar nature anywhere in the world;

(b) “ACTSOLV Technology” means any or all of ACTSOLV’s proprietary technology (including but not limited to software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by ACTSOLV in providing the Subscription Services;

(c) “Administrator” means a User designated by Customer who is authorized to submit, whether electronically or in writing, SOFs and otherwise administer Customer’s use of the Subscription Services and/or the Professional Services;

(d) “Affiliate” means a legal entity that controls, is controlled by, or is under common control with a Customer;

(e) “Cause” means an uncured breach of this Agreement by Customer;

(f) “CertSOLVSM” is a proprietary software, owned by ACTSOLV and used in connection with recordkeeping of exemption certificates for taxes;

(g) “Confidential Information” includes, without limitation, all technical and non-technical information of any party to this Agreement that is either: (i) designated as confidential at the time of disclosure; or (ii) should reasonably be considered confidential, given the nature of the information or the circumstances surrounding its disclosure. Notwithstanding the above, all technical and non-technical information concerning or related to any party’s or any of its Affiliates’ products, services, online properties (including the discovery, invention, research, improvement, development, marketing, or sale thereof), financial data and models, business and marketing plans, and any information related to the foregoing constitutes Confidential Information;(h) “Content” means the visual information, documents, and/or services contained in or made available to Customer via the Subscription Services, other than Customer Data;

(i) “Customer” means the legal entity to which the Subscription Services are provided, as identified in the applicable SOF;

(j) “Customer Data” means any data, information, or material that Customer, or Customer’s Users, may disclose or submit to ACTSOLV in the course of using the Subscription Services;

(k) “Deliverables” means any copyrightable works, products, discoveries, developments, designs, work product, deliverables, improvements, inventions, processes, techniques, and know-how made, conceived, reduced to practice by ACTSOLV (either alone or jointly with Customer or others) that result from Subscription Services included in any SOF, and provided to Customer hereunder; Enterprise;

(l) “Entity” means a legal entity comprising Customer or an Affiliate;

(m) “Initial Service Term” means the initial period during which the Subscription Services and/or Professional Services are to be provided to Customer as specified in the initial SOF;

(n) “Notice” shall have the meaning given in Section 20 herein;

(o) “Order Effective Date” means the date identified in an SOF as the date on which such SOF shall be effective;

(p) “Services Order Form and Agreement” or “SOF” means the form evidencing Customer’s initial order for Subscription Services and any subsequent SOF submitted online or in written form, specifying, among other things: the Order Effective Date; the services subscribed to; the applicable fees; the billing period; and, other charges as agreed by ACTSOLV and Customer. All executed SOF are deemed incorporated into and to become a part of this Agreement. In the event of any conflict between the terms of this Agreement and the terms of any such SOF, the terms of the applicable SOF shall prevail;

q) “Professional Services” means any services other than Subscription Services provided by ACTSOLV and/or its subcontractors or agents pursuant to an applicable SOF, including but not limited to technical tax support and any other consulting services;

(r) “Renewal Service Term” means each subsequent renewal period that becomes effective following commencement of the Initial Service Term;

(s) “Subscription Services” means ACTSOLV’s online services identified during the ordering process as specified in the SOF, and in that certain “Supplemental Service Level Agreement”, attached hereto as Exhibit A and incorporated herein by reference, and further as developed, operated, and maintained by ACTSOLV, including ancillary online or offline products and services provided to Customer by ACTSOLV under this Agreement, including the ACTSOLV Technology, Content, and any other products or services so identified on an SOF; and

(t) “User” means any Customer officer, director, employee, representative, consultant, contractor, agent, and/or other individual or entity authorized by ACTSOLV to use the Subscription Services and who has been supplied with User credentials by Customer (or by ACTSOLV at Customer’s request).

2. Subscription Services; Intellectual Property.

(a) Subscription Only. Subject to the terms and conditions of this Agreement, during the Initial Service Term and any subsequent Renewal Service Term, ACTSOLV will provide Customer (including any Customer Affiliate) access to, and use of, the Subscription Services provided hereunder solely for Customer’s own business purposes. As part of the Subscription Services, ACTSOLV shall make available to Customer the ability to export a file containing Customer Data.

(b) Proprietary Rights; No License. Customer acknowledges and agrees that all right, title, and interest in and to ACTSOLV Intellectual Property, including all copyrights, patent and trade secret rights, ACTSOLV Technology, and Deliverables, and any portion thereof, including without limitation: any upgrades; updates; enhancements; and patches, together with all proprietary rights relating thereto, are owned exclusively by ACTSOLV. Customer further agrees that it will not challenge or otherwise dispute ACTSOLV’s sole ownership of or its rights to ACTSOLV Intellectual Property, ACTSOLV Technology, or Deliverables. This Agreement is not a license to any ACTSOLV Intellectual Property, ACTSOLV Technology or Content except as otherwise expressly provided in this Agreement or any applicable SOF, all rights not expressly granted to Customer are reserved by ACTSOLV.

(c) Modifications, etc. ACTSOLV reserves the right to make changes, modifications, and/or enhancements to the Subscription Services from time to time during the Initial Service Term or any Renewal Service Term.

3. Limitations on Use.

Customer agrees that it shall not:

(a) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise exploit or make available to any third party the Subscription Services, the Content, any ACTSOLV Intellectual Property, ACTSOLV Technology, Deliverables, or Content in any way without the express, written consent of ACTSOLV;

(b) modify or make derivative works based upon the Subscription Services, any ACTSOLV Intellectual Property, ACTSOLV Technology, Deliverables, or Content;

(c) reverse engineer any Subscription Services, ACTSOLV Intellectual Property, ACTSOLV Technology, Deliverables, or Content;

(d) access the Subscription Services in order to build any other product or service, whether or not competitive with the Subscription Services;

(e) use the Subscription Services to interfere with or disrupt the integrity or performance of the Subscription Services or the data contained therein;

(f) gain or attempt to gain access to the Subscription Services, any related systems or networks, or any ACTSOLV Intellectual Property, ACTSOLV Technology, Content, or Deliverables without ACTSOLV's express, written consent of ACTSOLV; or

(g) release to any third party the results of any evaluation of the Subscription Services performed by or on behalf of Customer for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes without the express, written consent of ACTSOLV.

4. Order Process.

To order Subscription Services or Professional Services, Customer shall execute this Agreement and any related SOF. ACTSOLV may accept or reject, in its sole discretion, such SOF within ten (10) days after its receipt. Each accepted, fully executed SOF shall be deemed incorporated into this Agreement by reference and made an integral part of this Agreement. Terms, provisions, or conditions on any SOF, purchase order, acknowledgement, or other form or writing that Customer may provide to ACTSOLV for use in connection with the procurement of Subscription Services (including Professional Services or any ACTSOLV Intellectual Property or ACTSOLV Technology) will have no effect on the rights, duties, or obligations of the Parties, regardless of any failure of ACTSOLV to object to such terms, provisions, or conditions.

5. Customer's Responsibilities.

Customer agrees to comply with all applicable laws and regulations in connection with Customer's use of the Subscription Services. In particular, but without limitation, Customer shall:

(a) notify ACTSOLV immediately of any unauthorized use of any Subscription Services, Professional Services, ACTSOLV Intellectual Property, ACTSOLV technology, password or account or any other known or suspected breach of security with respect to the Subscription Services;

(b) report to ACTSOLV immediately and use reasonable efforts to stop immediately any copying, distribution, or any other unauthorized use of ACTSOLV Intellectual Property, ACTSOLV Technology, Subscription Services, Professional Services, Content, or Deliverables of which either Customer or any Customer's User knows or has reason to know; and

(c) not provide false identity information or otherwise unlawfully gain or attempt to gain access to or use of the Subscription Services.

6. Data Protection

Any data stored by ACTSOLV will be protected by industry standard technical and organization security best practices in accordance with ACTSOLV's regulatory obligations applicable to the nature of the information including technical, physical, administrative and organizational controls, and will: (i) maintain the confidentiality, security and integrity of such Confidential Information; (ii) implement and maintain industry standard systems and procedures for detecting, preventing and responding to attacks, intrusions, or other systems failures and regularly test or otherwise monitor the effectiveness of the

safeguards' key controls, systems, and procedures; (iii) limit access to Customer Data to only ACTSOLV's personnel who have a reasonable need for such information and designate an employee or employees to coordinate implementation, maintenance and monitoring of its security measures; and (iv) identify reasonably foreseeable internal and external risks to the security, confidentiality and integrity of Customer's Confidential Information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of such information (whether such information is on ACTSOLV's systems or facilities, in transit or being disposed of), and assess the sufficiency of any safeguards in place to control these risks.

7. Intellectual Property Infringement.

Customer shall indemnify and hold ACTSOLV, its licensors, affiliates, parent organizations, subsidiaries, officers, directors, employees, attorneys, and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) (individually, a "**Claim**", and collectively, "**Claims**") arising out of or in connection with any Claim alleging that use of Customer Data infringes a third party's copyright, patent, trademark, or other intellectual property, or has demonstrably harmed such third party's intellectual property rights; provided that in any such case ACTSOLV:

- (i) promptly notifies Customer of any Claim it receives;
- (ii) gives Customer sole control of the defense and settlement of any Claim (provided that Customer may not settle any such Claim unless such settlement unconditionally releases ACTSOLV of all liability and does not adversely affect ACTSOLV's business);
- (iii) provides commercially reasonable assistance to Customer in connection with defending any Claim; and
- (iv) has not compromised or settled such Claim.

8. Account Information and Data.

BOTH CUSTOMER AND ACTSOLV EXPRESSLY AGREE THAT ACTSOLV DOES NOT OWN ANY CUSTOMER DATA AND THAT CUSTOMER SHALL HAVE SOLE RESPONSIBILITY FOR THE ACCURACY, QUALITY, INTEGRITY, LEGALITY, AND INTELLECTUAL PROPERTY OWNERSHIP OR RIGHT TO USE ALL CUSTOMER DATA. ACTSOLV is not responsible or liable for the deletion, correction, destruction, damage, or loss of Customer Data not caused directly by ACTSOLV. ACTSOLV's use of Customer Data shall be limited to the purpose of providing the Subscription Services to Customer in accordance its obligations hereunder.

Customer further agrees and acknowledges that:

(a) ACTSOLV is not obligated to retain any Customer Data for longer than thirty (30) days after termination of this Agreement; and

(b) ACTSOLV has no obligation to retain any Customer Data and may delete Customer Data if Customer is in material breach of this Agreement with such breach not being cured within 30 days after receipt by Customer of Notice of such breach, including but not limited to failure to pay outstanding Fees. Upon termination for Cause resulting from any uncured breach, Customer's right to access or use

Customer Data immediately ceases, and ACTSOLV shall have no obligation to maintain or forward any Customer Data. ACTSOLV shall maintain data backup procedures (collectively, “**Data Backup Procedures**”) which include procedures regarding frequency of data backup, recovery of materials, storage of backup media, plans for restoration of data and programs, turnover of backup materials in the event of termination of the Agreement or upon Customer’s request, and data integrity safeguards. ACTSOLV shall perform all backups in accordance with the Data Backup Procedures. ACTSOLV shall implement and maintain commercially reasonable security procedures and practices appropriate to the nature of the information to protect Customer Data obtained hereunder from unauthorized access, destruction, use, modification, or disclosure.

9. Professional Services.

(a) If Professional Services are to be provided to Customer by ACTSOLV, additional terms and conditions applicable thereto, and the scope thereof, shall be determined as set forth in the applicable SOF. In addition, ACTSOLV shall retain any and all ownership rights to any and all Deliverables, excluding any pre-existing technology or materials supplied by Customer for incorporation into such Deliverables. ACTSOLV grants to Customer hereunder a royalty-free, non-exclusive, non-transferable, non-assignable worldwide license to use any Deliverables, to the extent necessary in connection with Customer’s use of the Subscription Services during the Initial Service Term or any Renewal Service Term. Customer acknowledges that nothing in this Agreement shall restrict or limit ACTSOLV from performing similar Professional Services for any third party.

(b) If Subscription Services or Professional Services include input by ACTSOLV of tax data provided by Customer (“**Tax Data**”) into applications or systems provided by ACTSOLV and necessary for performance of the Subscription Services, Customer is solely responsible for reviewing and validating that the Tax Data inputted by ACTSOLV accurately and completely reflects the Tax Data provided by Customer to ACTSOLV. For purposes of quality control, ACTSOLV may require written acknowledgement from Customer that inputted Tax Data has been reviewed and approved, but this shall not relieve Customer of its sole responsibility to ensure the accuracy and completeness of the Tax Data inputted. In the event such written acknowledgement is not received by ACTSOLV within ten (10) business days of ACTSOLV’s notice to Customer that Tax Data has been inputted, Customer shall be deemed to have approved its accuracy and completeness.

10. Intellectual Property Ownership.

(a) Generally. ACTSOLV shall exclusively own all right, title, and interest, in and to ACTSOLV Intellectual Property, ACTSOLV Technology, the Content, the Subscription Services, and any Deliverables (excluding any pre-existing technology or materials supplied by Customer for incorporation into such Deliverables), including any and all enhancements, enhancement requests, suggestions, modifications, extensions, and/or derivative works thereof, even if Customer pays Professional Services Fees for such. This Agreement is for Subscription Services and/or Professional Services only; it does not convey to Customer any rights of ownership in or to the Subscription Services, or any Deliverable, ACTSOLV Technology or ACTSOLV Intellectual Property, except as expressly provided herein. The ACTSOLV name, the ACTSOLV logo, and any ACTSOLV product and service names associated with the Subscription Services are service marks or trademarks of ACTSOLV, and no right or license is granted in or to them except as expressly provided herein.

(b) Deliverables. ACTSOLV shall retain all ownership right, title, and interest in and to any and all Deliverables (excluding any Customer pre-existing technology and materials supplied by Customer and incorporated into such Deliverables). ACTSOLV hereby grants Customer a royalty-free,

non-exclusive, non-transferable, non-assignable worldwide license to use any Deliverables, to the extent necessary to permit Customer to use the Deliverables in connection with the Subscription Services during the Term. Customer acknowledges that nothing in this Agreement shall restrict or limit ACTSOLV from using any Deliverable while providing Subscription Services or performing Professional Services for any third party

11. Fees, Payment Terms, Taxes, Billing Contact.

Customer agrees to pay all fees and charges specified on each executed SOF (collectively, “**Fees**”). All payment obligations are non-cancelable while this Agreement remains in effect, and all amounts paid are nonrefundable. ACTSOLV generally charges and collects in advance any fees for Subscription Services and in arrears for usage which exceeds such Fees specified on each SOF. Payment terms not specified in the subject SOF are net thirty (30) days from the date of ACTSOLV’s invoice, without offsets or deductions of any kind. ACTSOLV’s Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer, not ACTSOLV, shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on ACTSOLV’s income. If ACTSOLV has the legal obligation to pay or collect taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides ACTSOLV with a valid tax exemption certificate authorized by the appropriate taxing authority. Customer agrees to provide ACTSOLV with accurate billing and contact information, including Customer’s legal name, street address, and the name, e-mail address, and telephone number of an Administrator. Customer agrees to update this information by written notice to ACTSOLV within thirty (30) days of any change thereto. ACTSOLV reserves the right to modify any Fee with respect to its Subscription Services and to introduce new charges to become effective upon the upcoming Renewal Service Term by providing Customer written notice at least ninety (90) days prior to the end of the then current Service Term. In the event that Customer does not provide notice of termination to ACTSOLV as described below, such Fee changes shall become effective at the commencement of the next Renewal Service Term. In the event Customer fails to make payments per payment terms as set forth in this Agreement or in any applicable SOF, and legal enforcement by ACTSOLV is deemed necessary, Customer agrees to pay all reasonable legal fees and costs incurred by ACTSOLV.

During the effective period of this Agreement, Fees will automatically increase on January 1st of each year after the Order Effective Date by the greater of four percent (4%) or the amount of the most recently fixed Social Security Cost of Living Adjustment.

12. Term of Agreement; Term of SOF; Automatic Renewal; Survival.

(a) **Master Services Agreement (MSA)**. The term of this Master Services Agreement (MSA) shall begin on the Effective Date of the initial SOF executed by Customer and shall continue in effect until all SOFs issued under this Agreement have expired in accordance with the terms thereof unless this Agreement is terminated earlier in accordance with this Agreement.

(b) **SOF**. The term of an SOF will begin on the Effective Date of the SOF and shall continue for the term specified in such SOF subject to Section 12(c) herein. In the event that an SOF contains Subscription Services or Professional Services added to an existing subscription, such added Subscription Services shall be billed as provided for in the subject SOF and will terminate with the SOF unless:

(i) otherwise set forth in an applicable SOF; or

(ii) this Agreement is terminated earlier as provided herein.

(c) Automatic Renewal. Upon expiration of an SOF, the Subscription Services will renew automatically for each subsequent twelve (12) month period following the end of the Initial Service Term (each a “**Renewal Service Term**”) as if the parties entered into a new SOF, unless either Party notifies in writing the other Party of its intent to terminate at least ninety (90) days prior to the end of the then effective Initial Service Term or Renewal Service Term. Fees for each Renewal Service Term shall increase to the then-standard ACTSOLV Subscription Services Fees for the subject services for each subsequent Renewal Service Term.

(d) Effect of Expiration or Termination of Agreement; Survival. Upon expiration of this Agreement or its termination in accordance with this Section 12, Customer agrees it will promptly: (i) cease all use of the Subscription Services, and all ACTSOLV Intellectual Property and ACTSOLV Technology, and any and all portions thereof; (ii) remove any and all Subscription Services, ACTSOLV Intellectual Property and ACTSOLV Technology and any and all portions thereof from your computer systems and certify to us in writing that this has been fully accomplished; and (iii) pay us all Fees owed to us under this Agreement. The Parties’ respective rights and obligations under Sections 3 (Limitations on Use), 10 (IP Ownership) 16 (Disclaimer of Warranty), 18 (Limitation of Liability), 22 (Confidentiality), and 23 (Non-solicitation) of this Agreement shall survive its termination.

13. Non-Payment and Suspension.

ACTSOLV reserves the right to suspend or terminate this Agreement, any related SOF, and Customer’s access to the Subscription Services if Customer’s account becomes delinquent and any such delinquency remains uncured for a period of thirty (30) days. Delinquent invoices are subject to interest of 1.5% per month on any outstanding balance from the date due, plus all expenses of collection. In addition, ACTSOLV has the right to remove any credit terms provided in any SOF in the event Customer’s account becomes delinquent (e.g., net thirty payment terms will be reduced to net Zero). Customer will continue to be charged Fees during any period of Subscription Service or Professional Service suspension due to Customer’s payment delinquency. If ACTSOLV initiates termination of this Agreement for Cause, Customer will be obligated to pay all remaining Fees due computed in accordance with their terms for the remainder of the applicable Order Effective Date for the Initial Service Term or any Renewal Service Term. Any account that remains delinquent for thirty (30) days or more shall constitute Cause for termination of this Agreement and related SOF.

14. Termination for Cause.

Either Party may terminate this Agreement (and any SOF then in effect) for Cause if the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after receipt by the breaching Party of Notice of such breach.

15. Representations and Warranties.

- (a) By Each Party. Each Party represents and warrants to the other Party that:
- i. this Agreement and any related SOF has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms;
 - ii. no authorization or approval from any third party is required in connection with such Party’s execution, delivery, or performance of this Agreement; and if any such

- authorization or approval is required, it has been obtained from those with the authority to do so; and,
- iii. the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.
- (b) By ACTSOLV. ACTSOLV represents and warrants to Customer that:
- i. ACTSOLV and the Subscription Services and the Professional Services shall, at all times, comply with applicable federal, state, and local, laws, rules, and regulations;
 - ii. the Subscription Services and the Professional Services will not contain any programming devices (e.g., viruses, key locks, back doors, trap doors, etc.) which would: (a) disrupt the use of the Customer's software or any system, equipment or software to which Customer's networks are interfaced or connected; or (b) destroy or damage data or make data inaccessible or delayed. In the event of a breach of the warranty contained in this subsection 15(b)(ii), ACTSOLV shall remove any such disabling code so inserted and restore or recreate all data which is thereby destroyed, damaged or inaccessible, at ACTSOLV's sole expense.
 - iii. ACTSOLV is the sole legal and beneficial owner of CertSOLVSM. To ACTSOLV's knowledge, CertSOLVSM does not infringe, violate, dilute, or misappropriate the copyright, trade secret, or other intellectual property rights of any other entity or person.
 - iv. ACTSOLV shall, at all times, implement and maintain data and cyber security compliance measures and a written information security program, including appropriate up-to-date policies, procedures, and risk assessments, to protect Customer Data in accordance with industry standards; and
 - v. ACTSOLV has all rights and authorizations necessary to grant access and use rights to the Subscription Services.
- (c) By Customer. Customer represents and warrants to ACTSOLV that:
- i. any information or other documentation Customer provides to ACTSOLV in connection with the Subscription Services and the Professional Services will not contain any programming devices (e.g., viruses, key locks, back doors, trap doors, etc.) which would: (a) disrupt the use of the ACTSOLV's software or any system, equipment or software to which ACTSOLV's networks are interfaced or connected; or (b) destroy or damage data or make data inaccessible or delayed. In the event of a breach of the warranty contained in subsection 15(c)(i), Customer shall remove any such disabling code so inserted and restore or recreate all data which is thereby destroyed, damaged or inaccessible, at Customer's sole expense.

16. DISCLAIMER OF WARRANTIES.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN SECTION 15, ACTSOLV MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ACTSOLV EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ACTSOLV DOES NOT WARRANT THAT THE SERVICES (INCLUDING

PROFESSIONAL SERVICES OR RELATED DELIVERABLES, IF ANY) ARE OR WILL BE ERROR-FREE, WILL MEET CUSTOMER'S REQUIREMENTS, OR BE TIMELY OR SECURE. CUSTOMER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF ACTSOLV TO ANY THIRD PARTY.

17. INTERNET DELAYS.

ACTSOLV'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS . ACTSOLV IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS NOT CAUSED BY ACTSOLV.

18. LIMITATION OF LIABILITY.

EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, LOSSES RESULTING FROM A BREACH ON CONFIDENTIALITY PURSUANT TO SECTION 22, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THREE (3) TIMES THE AMOUNTS ACTUALLY PAID BY OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY. EXCEPT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SUBSCRIPTION SERVICES, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICES, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Marketing.

Customer on one hand grants ACTSOLV the right to use Customer's name and logo on ACTSOLV's website, web address, marketing materials, and similar outputs for the sole purpose of identifying Customer as an ACTSOLV customer and ACTSOLV on the other hand grants Customer the right to use the ACTSOLV name logo, website, web address on Customer's website, marketing materials, and similar outputs generated through Customer's use of the Subscription Services or Professional Services, provided it does not remove or otherwise obfuscate such identifying information; and in each case provided that no other details of this Agreement or the relationship between the Parties are specified or revealed.

20. Notice.

All notices ("Notice") required or permitted to be provided under this Agreement or any SOF must be delivered in writing:

- (a) in person or by messenger; or
- (b) by nationally recognized overnight delivery service; or
- (c) by certified U.S. mail to the other Party at the address set forth in the applicable SOF or as otherwise communicated to the other Party in writing; or
- (d) by facsimile or electronic mail at the address set forth in the applicable SOF or as otherwise communicated to the other Party in writing.

Each Notice shall for all purposes of this Agreement and any SOF be treated as effective or having been given:

- (i) when delivered if delivered personally; or
- (ii) if sent by U.S. mail, at the earlier of its receipt or 72 hours after the same has been deposited in a regularly maintained receptacle for the deposit of U.S. mail, addressed and mailed as aforesaid; or
- (iii) if sent by facsimile, upon confirmation of facsimile transfer; or
- (iv) if sent by electronic mail, upon confirmation of delivery when directed to the electronic mail address.

Either Party may change its address by giving timely Notice of the new address to the other Party pursuant to this Section and identifying in such Notice the date on which such change is effective.

21. Assignment.

Customer may not assign this Agreement or any of its obligations hereunder to any third party without ACTSOLV's prior written consent. Any purported assignment in violation of this Section 21 shall be null and void *ab initio*. This Agreement and each and all of the provisions hereof inure to the benefit the Parties and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

22. Confidentiality.

(a) ACTSOLV agrees that it will:

(i) protect the confidentiality of Customer Data using the same degree of care that it uses to protect its own confidential information, but with no less than reasonable care;

(ii) not use any Customer Data for any purpose outside the scope of this Agreement; and

(iii) not disclose Customer Data to any third party except to its third-party service providers, agents, or subcontractors employed to provide the Subscription Services or Professional Services, in which case ACTSOLV shall instruct such third parties to protect the confidentiality of Customer Data to no less than the degree required by ACTSOLV.

(b) Customer agrees that it will:

(i) not disclose any terms of this Agreement that vary from terms published publicly by ACTSOLV to anyone other than its attorneys, accountants, and other professional advisors under the same duty of confidentiality except permitted hereunder or as required by law; and

(ii) not disclose any ACTSOLV Intellectual Property, ACTSOLV Technology, or Deliverables without the prior written approval of ACTSOLV;

(c) The duty of confidentiality imposed by this Section 22 on either Party does not apply to any information that: (i) is, at the time of disclosure, publicly available without breach of any obligations owed to the disclosing Party; (ii) became known to the recipient from a source other than the disclosing Party other than by the breach of an obligation of confidentiality; (iii) can be demonstrated to have been independently developed by the recipient; or (iv) information that may be required by law, order of court, or other competent legal authority to be disclosed.

23. Non-solicitation.

During the Term of this Agreement and any Renewal Service Term and for a period of one (1) year thereafter, neither Party shall solicit, directly or indirectly, any of the other Party's current employees, or any employees who had been employed at any time during the six (6) months prior to termination of this Agreement, as an employee, consultant, independent contractor, or agent. Notwithstanding the foregoing, this restriction shall not apply to: (a) such employees who independently initiate contact with a Party regarding potential employment; (b) solicitation by a Party through any advertisement or general solicitation that is not specifically targeted at such employees.

24. Dispute Resolution.

In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or any SOF (each a "**Dispute**"), the Parties hereto shall use their best efforts to settle the Dispute. To this end, they shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution satisfactory to both Parties. In the event they are unable to resolve the Dispute, in this manner, then upon Notice by either Party to the other, such Dispute shall be settled by final and binding arbitration administered by the American Arbitration Association (the "AAA") before a sole arbitrator in Boston, Massachusetts, in accordance with the AAA's Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Provisional injunctive relief may, but need not, be sought by either Party in a court of law while arbitration proceedings are pending, and any provisional injunctive relief granted by such court shall remain effective until the matter is finally determined by the Arbitrator. This Agreement, and any related SOF, shall be interpreted by and governed in accordance with the laws of the Commonwealth of Massachusetts.

25. General.

(a) Independent Contractor.

It is the express intention of the Parties that ACTSOLV perform the Subscription Services and Professional Services, as the case may be, as an independent contractor. No joint venture, partnership, employment, or agency relationship exists between Customer and ACTSOLV as a result of this Agreement or use of Subscription Services or Professional Services.

(b) Waiver.

Any waiver of the provisions of this Agreement or of a Party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a Party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the Party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the Party's right to take subsequent action.

(c) Insurance.

(a) For the Term of this Agreement, ACTSOLV shall at its own cost and expense maintain one or more insurance policies during the Subscription Term with at least the following limits:

- (i) Workers' Compensation insurance in accordance with statutory and regulatory requirements, with coverage limits of not less than \$1,000,000 per occurrence;
- (ii) Commercial General Liability insurance coverage limits of not less than \$1,000,000 per occurrence, \$2,000,000 aggregate;
- (iii) Umbrella Liability insurance coverage limits of not less than \$3,000,000 per occurrence, \$3,000,000 aggregate; and
- (iv) Cyber Liability insurance coverage limits of not less than \$3,000,000.

(b) ACTSOLV shall provide upon reasonable request a certificate of insurance evidencing all the insurance coverages provided under this section 25(c).

(d) Integration.

The terms and conditions of this Agreement shall govern the Subscription Services and/or Professional Services, as the case may be, to be provided by ACTSOLV under any SOF submitted by Customer and accepted by ACTSOLV, as though the provisions of this Agreement were set forth in their entirety within such SOF, and so that each SOF and this Agreement shall be considered one, fully integrated document and agreement. This Agreement, together with any applicable SOF(s) (including any other documents referenced therein), comprises the entire agreement between Customer and ACTSOLV regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the Parties regarding such subject matter.

(e) Amendment.

This Agreement may be amended only in a writing signed by both Parties.

(f) Counterparts.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts

may be delivered via facsimile, email (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, *e.g.*, www.docusign.com), and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

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EXHIBIT A

to

ACTSOLV, LLC – MASTER SUBSCRIPTION AGREEMENT

SUPPLEMENTAL SERVICE LEVEL AGREEMENT

This ACTSOLV Supplemental Service Level Agreement (“SLA”) is an exhibit to your ACTSOLV Master Subscription Agreement (“MSA”). Capitalized terms used but not otherwise defined in this SLA will have the same meanings assigned to them in your SLA and/or ACTSOLV Master Subscription Agreement (“MSA”).

Available and Availability

The terms “**Available**” and “**Availability**” mean that the Subscription Services subscribed to and paid for by the Subscriber (as specified in the MSA and/or the SOF) will be available to and fully usable by the Subscriber, and not subject to a prior notification of maintenance, system, or application upgrade, 99.0% of the time in any given Subscription Service contract quarter, excluding Scheduled Downtime (as such term is defined, below).

Availability Guarantee

ACTSOLV hereby provides the following “**Availability Guarantee**” to the Subscriber:

Upon the Subscriber’s written request, ACTSOLV agrees, that within thirty (30) days of the end of any Subscription Service contract year during which the Subscription Services are Available to the Subscriber less than 99.0% of the time, ACTSOLV will provide a report to the Subscriber detailing the percentage of time the Subscription Services were Available each quarter during of the just ended Subscription Services contract year (the “**Annual Availability Report**”). To the extent that less than 99.0% of the Subscription Services were Available to the Subscriber during any quarter of the just-ended contract year as detailed in the Annual Availability Report, ACTSOLV shall issue to the Subscriber Subscription Fee credits determined as follows:

Percentage of Subscription Services Available per Contract Quarter	Percentage of Annual Subscription Fees credited for lack of Availability.
95.0% - 99.0%	2%
90.0% - 95.0%	5%
80.0% - 89.9%	15%
65.0- 79.9%	25%
50.0% - 64.9%	50%

If the Subscription Services are Available less than 50.0% for any Subscription Services contract quarter as detailed in the Annual Availability Report, the Subscriber may terminate the SOF and receive a refund of all Subscription Fees and Support Fees (if applicable) paid to ACTSOLV for the then current Subscription Services term.

Scheduled Downtime

ACTSOLV shall perform maintenance to the Subscription Services as required to meet the foregoing Availability guarantee, but no more frequently than once per week, and only between the hours of 8:00 pm Eastern Standard Time on Friday and 3:00 am Eastern Standard Time on the following Monday. ACTSOLV will provide a minimum of seventy-two (72) hour advance notice to the Subscriber in of any Scheduled Downtime. In certain circumstances, ACTSOLV and Subscriber may agree that the minimum notice period can be less than seventy-two (72) hours. ACTSOLV will use commercially reasonable efforts to minimize any unavailability, disruption, and/or inoperability of the Subscription Services in connection with Scheduled Downtime.

Exceptions to Availability Guarantee

The following are excluded from ACTSOLV's Availability Guarantee – e.g., will not be counted against the 99.0% Availability guarantee (each an “**Exception**”): Lack of Availability due to a failure of the Subscriber's Internet Service provider, communication systems, and other systems, and/or events outside ACTSOLV's control, including Availability interruptions caused by or resulting from a Force Majeure or Act of God, such as war, special military operation, civil insurrection, pandemic, fire, flood, or other natural or man-made cause, national emergency, strike, shortage of labor, materials or equipment, government regulations, or other cause beyond ACTSOLV's reasonable control.