

This MASTER LICENSE AND SERVICES AGREEMENT which may be amended or modified from time to time (“**MLSA**”) by Command Alkon Incorporated (“**Command Alkon**”) is a framework agreement under which Command Alkon and/or one of its Affiliates will supply, lease or license to Customer (or its Affiliates) certain software products or hardware products (the “**Products**”) and/or provide to Customer (or its Affiliates) certain services (the “**Services**”), as further described below and in an applicable order form entered into (each such order, an “**Order**”). This MLSA “**Customer**” means, in the case of an individual accepting this MLSA on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this MLSA, and Affiliates of that company or entity (for so long as they remain Affiliates) that entered an Order. Customer and Command Alkon each are referred to as a “**Party**,” and together the “**Parties**”.

1. ORGANIZATION OF MLSA.

(a) Orders.

(i) With respect to each particular deployment of Products or Services, Customer (or if applicable, its Affiliate) is required to execute an Order. In the event an Affiliate of Command Alkon enters an Order with Customer (or its Affiliate), subject to this MLSA, the term “Command Alkon” as used herein shall be deemed to be (and only be) such Command Alkon Affiliate for purposes of such Order and all obligations and liabilities arising thereunder. Customer agrees that an Order that references this MLSA and is signed by a representative of Customer or its Affiliate is binding on Customer, and Customer shall cause such Affiliate (if any) to comply with the terms hereof. “**Affiliate**” means any entity that directly or indirectly Controls, is controlled by or is under common control of a Party. “**Control**” for purposes of this definition, means the direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

(ii) Upon execution, each Order constitutes a separate agreement between the Parties thereto that incorporates and is subject to the terms of this MLSA. This MLSA shall govern any Orders to the extent they are executed or renewed and shall also govern, and shall constitute an amendment to, any active, open or ongoing Orders. Each Order will specify the term and fees applicable to the Products or Services that are the subject of the Order and may also specify additional terms, conditions, and limitations relating to Customer’s use of or access to such Products or Services. Command Alkon’s quotations and proposals do not constitute a final written offer, and Customer’s acceptance of a Command Alkon proposal or any related Order are subject to Command Alkon’s final approval and acceptance thereof.

(iii) An Order does not amend or supersede this MLSA, and in the event of any conflict between this MLSA and any Order, the terms of this MLSA will govern, except that if the Parties have expressly stated in a mutually executed Order

that a provision of the Order (including, without limitation, any Contrary Term (as defined below)) supersedes a particular provision of this MLSA, then the applicable provision of the Order shall govern with respect to the Products or Services that are the subject of that particular Order. For the avoidance of doubt, Command Alkon shall not be bound by, and rejects, any provisions set forth in any Order (or in any other document or form, including but not limited to provisions printed on any of Customer’s purchase orders or forms) that are at variance with, in conflict with, contrary to or in addition to (x) the terms of Command Alkon’s quotation or proposal in respect of such Order and/or (y) this MLSA (“**Contrary Terms**”) (and any such Contrary Terms shall have no force and effect), unless an Order executed by an authorized representative of Command Alkon expressly states that a specific Contrary Term is agreed and accepted for purposes of such Order only.

(iv) If a particular Order is terminated (or if the portion of such Order relating to a certain Product or Service is terminated), then in accordance with this MLSA, Customer will no longer have the right to access or use, and Command Alkon may cease to provide, the applicable Products or Services that are the subject of the terminated Order (or portion thereof), notwithstanding that other Orders (or in the case of a partially terminated Order, the remainder of such Order) and this MLSA may still be in force and effect.

(b) Customer Purchase Orders. If the Parties have so agreed in the Order, a Customer also may issue a purchase order for the particular Products or Services that are the subject of such Order (a “**Customer Purchase Order**”), provided that a Customer Purchase Order shall not be binding unless the pricing and other terms set forth therein are consistent with the terms of this MLSA and the applicable Order, and such Customer Purchase Order is accepted in writing by Command Alkon in its discretion. Such Customer Purchase Order shall be for Customer’s record-keeping purposes only, and in no event will any Customer Purchase Order substitute for or have the effect of adding, deleting, amending or superseding any terms of any Order, or this MLSA, and in the event of any conflict the terms of this MLSA and/or the applicable Order will govern.

(c) In certain circumstances, Command Alkon may notify Customer that in order to receive a particular service (or portion thereof) provided by a third party, Customer is required to enter into a contract directly with such third party (each, an “**Add-On Provider**”, and such service, an “**Add-On**”). Such Add-On may not be available to Customer if it elects not to enter into such agreement. Except as Command Alkon and Customer may otherwise expressly agree in writing, the provision of such Add-On shall be subject to the terms of such agreement with the Add-On Provider, and Command Alkon will not be responsible for the provision of such Add-On.

2. TERM.

(a) MLSA Term. The term of this MLSA shall be for the period commencing on execution of this MLSA by both Parties (the “**Effective Date**”) and, unless terminated earlier as permitted hereunder, continuing until twelve (12) months after the date on which all Orders have expired or terminated (the “**MLSA Term**”).

(b) Order Term. The initial term and renewal terms for each Service (each a “**Services Term**”) shall be as specified in the applicable Order. The initial term and renewal terms for each license of any Licensed Software (as defined in Section 7(a) below) shall be as specified in Section 7(a)(iii) below (a “**License Term**”). Command Alkon will provide the applicable Services or Products during such Services Term or License Term, respectively, in accordance with such Order and this MLSA.

3. FEES AND PAYMENTS.

(a) Customer shall pay all fees and amounts due in connection with the applicable Products or Services as specified in the applicable Order; provided that if payment terms are not specified in the applicable Order, then all amounts are due and payable net thirty (30) days from the date of invoice. Command Alkon may, in its sole discretion, issue a credit hold against Customer’s account with Command Alkon (which may include but is not limited to suspending any or all Services provided hereunder or removing Customer’s access to any or all Products or Services provided hereunder) at any time following Customer’s failure to make payment as required herein pursuant to Command Alkon’s then-effective credit policy or general practices pertaining thereto.

(b) With respect to any installation, training, support, custom software development or other professional services provided pursuant to an Order (each, a “**Professional Service**”), Command Alkon shall record the actual cost chargeable for such Professional Service, which actual cost shall be comprised of (1) a sum equal to (x) the total number of hours worked by the applicable Personnel (defined below) with respect to such Professional Service multiplied by (y) the hourly rate as may be specified in such Order or otherwise agreed to by the Parties with respect to each such Personnel, (2) the out-of-pocket cost of any materials used by Command Alkon in providing such Professional Service and (3) travel and out-of-pocket expenditures, which may be a predetermined per diem or daily rate. Except as otherwise specified in an applicable Order, any and all travel expenses, per-day expenses and expenses related to site preparation, in each case related to such Professional Service, will be borne solely by Customer and will be invoiced at actual expense.

(c) Command Alkon may at any time (and from time to time), in its sole discretion, change any prices, rates or fees set forth in any Order, with any such change taking effect at any time on or after the first anniversary of such Order’s effective date. Command Alkon will provide at least 30 days’ prior notice to Customer of such change, which notice may be

provided electronically, including by issuance of an electronic invoice. Customer’s continued use of Products or Services shall be deemed to be acceptance of such change.

(d) All prices, rates and fees are exclusive of, and Customer is solely responsible for paying, all applicable taxes, including any sales taxes, use tax, property tax, excise tax, value added tax, foreign withholding taxes, good and services taxes, gross receipt taxes and any interest, additions to tax or penalties applicable thereto, as well as any duties or tariffs (whether national, local or otherwise) levied on Products supplied or Services provided hereunder, except for taxes, based solely on Command Alkon’s net income (other than foreign withholding taxes). Without limiting the foregoing, Customer shall reimburse Command Alkon in full for all amounts Command Alkon pays on Customer’s behalf within fifteen (15) days of Customer’s receipt of an invoice from Command Alkon therefor.

(e) Recurring fees for Services (including SaaS Services) and Licensed Software shall be invoiced as specified in the applicable Order, and if not so specified, then shall be invoiced annually in advance. Any other fees, including for Products, will be invoiced as they are incurred. Command Alkon reserves the right to change payment terms at any time when, in Command Alkon’s opinion, Customer’s financial condition or previous payment record so warrants. Customer shall be deemed to accept those Services set forth in an invoice upon any payment of such invoice. Customer shall be deemed to accept those Products set forth in an invoice upon any payment of such invoice. If Customer disputes the amount charged in any Invoice, Customer shall pay, and Command Alkon shall be entitled to retain, all undisputed amounts.

(f) If Command Alkon has suspended performance of Services or provision of or access to Products or Licensed Software hereunder pursuant to the second sentence of Section 3(a) of this MLSA, then Command Alkon may continue such suspension in its sole and absolute discretion unless and until full payment (including late fees thereon) is received by Command Alkon in respect of the failure of payment that was the cause of such suspension. Customer will be assessed and agrees to pay a late fee equal to one-and-one-half percent (1.5%) per month of all amounts due and payable (or the maximum amount allowed by law, if less), on all past due amounts. Service delays due to conditions or circumstances outside of Command Alkon’s control shall not excuse non-payment or delayed payment.

(g) Command Alkon reserves the right, as permitted, to impose an administrative fee or convenience fee on any payment made by Customer through use of a credit card. This fee shall be determined by Command Alkon in its sole, reasonable discretion.

(h) Unless otherwise specified in writing in an applicable Order, the fees owed to Command Alkon for any on-site Services (including any Professional Services or any Support Services (as defined in Section 7(c)(i))) do not include

applicable travel and living expenses, which shall be paid separately by Customer.

4. LIMITATIONS ON PRODUCTS AND SERVICES.

(a) Customer shall not make available, sell, assign, sublicense, distribute, rent, lease, lend or otherwise transfer any Products or Services in any form to a third party, or allow a third party to have access to or use of any Products or Services unless (i) expressly permitted in the applicable standard product description (“SPD”), if any, for such Product or Service applicable as of the date originally delivered to Customer hereunder or (ii) as otherwise expressly provided in this Agreement or an applicable Order.

(b) No rights are granted to Customer with respect to any Product or Service, including any rights to any Intellectual Property (as defined below) of Command Alkon, either by implication or estoppel or otherwise, except for those rights expressly granted under this MLSA, or pursuant to the terms of an applicable Order. All rights not expressly granted under this MLSA or an applicable Order are reserved to Command Alkon. “**Intellectual Property**” means all rights in intellectual and industrial property, arising in any jurisdiction, whether registered or unregistered which subsist or will subsist now or in the future, including rights in discoveries and inventions, methods and processes, patents, copyrights, software, designs, industrial designs, trade secrets, confidential information and know-how, data and databases, trademarks, trade names, rights in get-up or trade dress and the right to sue for passing off or unfair competition.

(c) The Products and Services may contain data, images, photographs, animations, video, audio, music, text, and associated printed materials or other content (“**Content**”) supplied by, and licensed from, third parties. Any limitations regarding the use of the Products and Services under this MLSA shall also apply to such Content. Command Alkon may notify Customer of additional terms or limitations which apply to such Content (including such terms or conditions as may be specified by Command Alkon’s licensors of such Content), and any such additional terms or limitations are hereby made a part of this MLSA.

(d) All obligations of Command Alkon in connection with the Products and Services, including any activity in connection with any warranty (collectively “**Service Commitments**”), are expressly contingent upon Customer providing all reasonable access (including information, remote connectivity, user authorization and authentication, and other requirements such as pass-keys, tokens, usernames, passwords, and others) that Command Alkon may request in connection with performing or preparing for any Service Commitments (each an “**Access Condition**”) and shall be contingent on Customer’s use of the then-current, commercially available version of the applicable Products and Services. To the extent that the failure to provide or incomplete compliance with an Access Condition affects Command Alkon’s compliance with any obligations related to

the Service Commitments, all such obligations shall be excused and the period for performance thereof shall be tolled, during all such times as the Access Conditions are not satisfied. Likewise, in the event that Customer requests a specific method of access not commonly used by Command Alkon, Customer shall provide all reasonably requested support and assistance, in addition to all Access Conditions, that Command Alkon requests in order to establish, maintain, and efficiently use the method of access, and all Service Commitments shall be excused and tolled to the same extent as Command Alkon’s performance or timing is negatively affected by the need for or delay in such support and assistance. Without limiting the foregoing, Customer agrees that it will: (i) ensure that a Customer representative is available during provision of Services; (ii) provide Command Alkon reasonable working conditions, and (iii) test all Products in a non-business crucial or non-production environment before implementing or requesting the implementation of such Products into a business crucial or production environment. Throughout the MLSA Term, Customer shall maintain site conditions within the common environmental range of all systems devices and media as specified by Command Alkon. For Products having remote diagnostic service, Customer shall provide and bear the costs of Command Alkon-specified Internet connection or modems or data sets, when required. Claims and liabilities resulting from failure of Customer to fulfill any or all of its obligations under this Section 4(d) shall be fully borne by Customer and Command Alkon shall bear no liability whatsoever for such failure of Customer.

(e) Command Alkon does not accept responsibility for the connection, combination or interoperability of any Products and Services with third party products and services, and Command Alkon shall have no liability for any damage or loss that may arise in connection with such acts or circumstances. Further, Customer agrees and acknowledges that Customer is solely responsible for obtaining any and all rights and authorizations required to connect, combine, operate and use any Products and Services with the products and services of third parties not supplied by Command Alkon.

(f) Customer acknowledges and agrees that Command Alkon may include within a Product or Service logic, code or other devices designed to enable Command Alkon to provide service or restrict reproduction or usage of the Product or Service for the express uses permitted under this MLSA or any applicable Order (“**Protection Device**”). Notwithstanding anything to the contrary, Customer may not, and in no event shall attempt to, obtain the source code of the Protection Device, nor shall any license or right granted in this MLSA or any Order entitle Customer (or any third party acting on its behalf) to modify, disable or attempt to circumvent such Protection Device. Customer shall not take any action designed to circumvent a reproduction or use restriction or other Product or Service protection scheme implemented by Command Alkon. In the event of any malfunction of the Protection Device, Command Alkon will, as its sole liability,

and Customer's sole remedy, provide Services to correct such Protection Device so that Customer may use the affected Product or Service as licensed under this MLSA or the applicable Order. The failure of the Protection Device to limit use in violation of, or which exceeds the scope of, the license granted under this MLSA does not and shall not be construed to imply that such use is authorized.

(g) Customer acknowledges and understands that, if applicable (which applicability shall be determined by Command Alkon in its sole reasonable discretion), (i) Command Alkon will specify the manner in which each account administrator ("**Account Administrator**") and authorized user ("**Authorized User**") of Customer will be provided with the access credentials to Products and Services, (ii) each Account Administrator and each Authorized User must be at all times an employee of Customer in order to retain and use such access credentials, and (iii) subject to the terms of any applicable Order, Command Alkon is entitled to place limitations on the number or type of Account Administrators or Authorized Users. Each applicable Order will specify the manner in which Account Administrators and Authorized Users will be provided with accounts, login IDs, passwords and other access credentials ("**Access Credentials**") for the applicable SaaS Services, and any applicable limitations on the number or type of users. Customer acknowledges that Account Administrators and Authorized Users may be required to agree to the terms of an End User License Agreement, Terms of Use, or similar agreement, and any system rules disclosed or published by Command Alkon from time to time (including on the SaaS Service) governing use of the SaaS Service or any other Product or Service (collectively, "**Access Terms**") prior to accessing such SaaS Service, Product or Service. Customer and its Account Administrators and its Authorized Users shall at all times comply with the Access Terms. Customer shall at all times be responsible for the compliance by each and every Account Administrator and Authorized User with the terms of the MLSA, any Order, any Subscriber Agreement as released by Command Alkon from time to time, and any Access Terms.

(h) Customer acknowledges and agrees that Command Alkon may immediately suspend, terminate, withdraw or discontinue Command Alkon's provision of, and/or Customer's (or its Account Administrator's or Authorized User's) access to and use of, all or part of any Product or Service during such time that: (i) Command Alkon in its sole discretion determines that the Services or Products, including the SaaS Services and the Licensed Software, are being used by Customer (or any Account Administrator or Authorized User) in material violation of this MLSA or the applicable Order, or Customer fails to reasonably cooperate with Command Alkon in a reasonable investigation of any suspected material violation of the foregoing; (ii) such suspension, termination, withdrawal or discontinuance is deemed necessary by Command Alkon in its sole discretion to protect Command Alkon, the Command Alkon network and/or any data thereon, the Command Alkon IP (as defined below in

Section 14(a)), any Command Alkon or third party servers or computer systems hosting any Service, any Command Alkon customer, or any Product or Service; or (iii) such suspension, termination, withdrawal or discontinuance is required by law, regulation or legal right of another. Command Alkon also reserves the right to terminate the delivery or provision of a Service or Product (including Licensed Software) if Command Alkon ceases to provide such Service or Licensed Software generally to its customers. Command Alkon shall not be responsible for delays or costs incurred by Customer or any third party as a result of such suspension or termination of the delivery or provision of Products or Services.

5. EQUIPMENT DELIVERY, INSTALLATION, REMOVAL AND SERVICING.

(a) Delivery; Delay; Risk of Loss.

(i) Delivery of any Equipment (as defined below) will be EXW (Incoterms 2010) (Command Alkon's premises) (defined in the January 1, 2011 INCOTERMS as "ex works"). Risk of loss in respect of any Order passes to Customer upon delivery by Command Alkon or its agent to the carrier of the Equipment related to such Order. Equipment held for Customer shall be held at Customer's sole risk and expense.

(ii) Customer shall be solely responsible for all costs and charges relating to shipping and delivery of Equipment, provided that Command Alkon may, without undertaking any obligations or liabilities, pay in advance for transit insurance and freight insurance based on the Equipment valuation and for transportation charges, and if Command Alkon so elects, in its sole discretion, to pay such costs, Customer agrees to reimburse Command Alkon for all such costs.

(iii) "**Equipment**" means (A) any computer hardware, mobile devices, communication devices or other equipment related to a Product or Service, or (B) any other physical Products.

(b) Installation.

(i) If pursuant to an Order, any Equipment is delivered, purchased or leased by or licensed to Customer from Command Alkon, then installation of Equipment is the sole responsibility of Customer unless Customer also purchases Equipment installation services pursuant to the Order ("**Equipment Installation Services**"). Equipment for which Customer has purchased Equipment Installation Services shall be installed by Command Alkon or Command Alkon's designated installer. Installation shall be deemed complete upon successful conclusion of Command Alkon's standard test procedures. Command Alkon shall be under no obligation to install any Equipment unless (A) the Equipment is properly treated while in the possession of Customer, (B) all prerequisite Equipment installation site(s) are properly prepared, and (C) the Equipment and site(s) are made available to Command Alkon within thirty (30) days after Customer's receipt of such Equipment.

(ii) All installations of Equipment purchased by Customer shall be made on the basis of written instructions provided by Customer, and Command Alkon accepts no responsibility for the correctness, sufficiency, appropriateness, or accuracy of such instructions; provided, however, that all Equipment may be modified by Command Alkon or its agents in such a way as to cause such Equipment to conform to any applicable safety standards, regulations or laws of (A) the jurisdictions in which such Equipment is manufactured or (C) the final destination of shipment of such Equipment.

(c) Removal. If Customer chooses to remove any Equipment from its trucks or facilities, Customer shall be solely responsible for putting said trucks or facilities back into working order, including, but not limited to, all plumbing, piping, tubing, electronics, cables, brackets, and other components required to make trucks or facilities operational for Customer's intended use without the Equipment. Customer acknowledges and accepts that costs for such removal (and costs for putting a truck or facility into working order thereafter) may be material and significant. For the avoidance of doubt, Command Alkon has no obligation, at any time, to remove or uninstall the Equipment from any of Customer's trucks or facilities.

(d) Support Services. Support Services for Equipment, including telephone and on-site labor, or parts, not specifically covered by an Equipment warranty hereunder or the terms of an Order will be charged at Command Alkon's then current hourly rates, and will be subject to the terms of this MLSA and any applicable Order.

6. PROFESSIONAL SERVICES.

(a) Provision of Professional Services.

(i) If, pursuant to an Order, Customer requires the Professional Services of Command Alkon, then the Order shall specify the term of the Professional Services to be provided (the "**Professional Services Term**"), a description of the Professional Services to be provided, and, as applicable and only to the extent expressly specified in the Order: the scope of such Professional Services, any applicable conditions and limitations, the terms for any applicable testing or approvals, any standards for the provision of Professional Services, a time line showing the time frames for all stages of the work to be provided under the Order, any obligations of Command Alkon to provide periodic reporting, any deliverables to be provided to Customer (a "**Deliverable**"), and applicable pricing.

(ii) As applicable, each Order may designate the particular Command Alkon employees or any Command Alkon agent or authorized service personnel ("**Personnel**") who have been agreed upon by the Parties to provide the Professional Services thereunder. If applicable, each Order may designate one or more Personnel whose primary responsibility will be to coordinate Command Alkon's efforts in connection with the Professional Services to be performed under such Order (a "**Command Alkon Project Manager**") and to act as a liaison

between Command Alkon and Customer. Each Order shall indicate the time commitment to be made by the Command Alkon Personnel providing Professional Services thereunder. If deemed necessary by Command Alkon in its sole discretion, Customer shall appoint one or more individuals with overall managerial responsibility (the "**Customer Project Manager(s)**") to act as a liaison to the designated Command Alkon Personnel.

(iii) Command Alkon shall ensure that each of the Personnel involved in the performance of the Professional Services are sufficiently skilled and qualified to perform the Service with due skill and care. In the event that any Personnel performing the Professional Services hereunder are found to be unqualified (as determined in the reasonable discretion of any Party) for any reason not in conflict with applicable laws, including discrimination laws, Customer may request, without any liability or penalty of any kind owed to or by Command Alkon, that Command Alkon remove said Personnel from performing such Professional Services and provide a qualified replacement.

(b) Change Control and Customizations.

(i) Any change to an Order for Professional Services, including any change to any Deliverable thereunder, shall be mutually agreed upon by the Parties in accordance with the Change Request procedure specified in this Section 6(b). If either Party requests in writing any material changes to such an Order (a "**Change Request**"), Command Alkon shall, as soon as possible, furnish Customer with a statement in writing of any adjusted charges (based upon Command Alkon's agreed upon rates for the applicable Order), impact on responsibilities, extensions or reductions of time schedules, and/or impact on the Professional Services, if any, with respect to the work that would be required to be performed by Command Alkon in accordance with such Change Request. Upon approval and execution of the Change Request by both Parties, Command Alkon shall perform such work (subject to such cost and time estimates), and the performance of such work by Command Alkon shall be governed by the applicable Order and this MLSA.

(ii) The Customer may request a Customization (defined below) in respect of Professional Services. If Command Alkon agrees to provide any Customization, the terms for such development shall be specified in an Order for Professional Service that is executed by both Parties. Except as otherwise provided for in an applicable Order, the Parties agree as follows: (A) a Customization shall be developed at Customer's sole cost, (B) such Customization shall be used solely by Customer during the Professional Services Term, (C) all Intellectual Property in a Customization shall be owned exclusively by Command Alkon, (D) such development shall be on such other terms pursuant to the applicable Order, and (E) to the extent any Intellectual Property or other rights in or to such Customization vest in the Customer, the Customer hereby assigns to Command Alkon (including by way of present assignment of future copyright) absolutely and with

full title guarantee all right, title and interest (including Intellectual Property) in and to such Customization, and agrees to do all acts and execute all documents necessary to vest ownership of such Customization in Command Alkon. “**Customization**” means any specialized software (including an update, adaption, translation, upgrade or other modification to or of any Licensed Software or other Product) or other Intellectual Property that is developed by or for Command Alkon specifically for a particular customer and which Command Alkon does not make available generally to its customers. Nothing herein shall preclude Command Alkon from providing similar Customization to another customer or including any Customization in a future release of any Licensed Software or other Product or Service that is developed by or for Command Alkon.

(c) Delivery and Acceptance.

(i) Upon completion of any Deliverable pursuant to an Order for Professional Services, Command Alkon shall, in the manner specified in such Order, deliver such Deliverable to Customer for its review and acceptance as set forth in this Section 6(c) and as may be otherwise specified in such Order. Upon receipt of the Deliverable, Customer promptly shall review such Deliverable to confirm its conformance to any requirements in the applicable Order (“**Requirements**”). Customer shall provide written notice (a “**Notice of Non-Acceptance**”) to Command Alkon identifying any material errors or failure to meet Requirements (a “**Non-Conformance**”), and any such notice must specify the details of any such Non-Conformance. The Deliverable shall be deemed accepted by Customer upon the earlier to occur of: (A) Customer’s issuance of a written confirmation of acceptance; (B) Customer’s commercial implementation or use of the Deliverable; or (C) the failure of Customer to issue any Notice of Non-Acceptance within fifteen (15) business days of Command Alkon’s delivery of the Deliverable.

(ii) Following due notice from Customer of non-acceptance as set forth this Section 6(c), Command Alkon shall promptly correct any such Non-Conformance so that the Deliverable conforms to the applicable Requirements, which shall be Customer’s sole remedy for any such Non-Conformance. Command Alkon shall not be responsible for any purported Non-Conformance if it is unable to implement a remediation because Customer has failed to provide adequate documentation or information about the Non-Conformance, or Command Alkon is unable to reasonably reproduce any purported Non-Conformance despite commercially reasonable efforts to do so.

7. LICENSED SOFTWARE.

(a) License.

(i) Software Categories. This Section 7 relates to software applications licensed by Command Alkon for on-premises installation on hardware owned or operated by Customer (“**Licensed Software**”). In order for Customer to

receive a license for any particular Licensed Software, the Parties will execute an applicable Order. As specified in the applicable Order, Licensed Software is licensed on the terms of the License (as defined below), and in consideration of either (A) an up-front fee (“**Paid-Up License**”), or (B) a recurring license fee (“**Subscription Software**”). The License shall commence as specified in the applicable Order (the “**Commencement Date**”) and continue for the License Term (as set forth below in Section 7(a)(iii)), unless terminated earlier as permitted under this MLSA.

(ii) License. Subject to this MLSA and the applicable Order(s), including the Scope Limitations (defined below), during the License Term, Command Alkon hereby grants to Customer, and Customer hereby accepts, a personal, limited, terminable, non-exclusive, non-transferable, non-sublicenseable, revocable license to install, use and execute the Licensed Software specified in the applicable Order, in object code format only, solely for Customer’s own internal use and solely for its own benefit (the “**License**”).

(iii) License Term. Unless otherwise specified in the applicable Order (and subject to any termination rights of Command Alkon in respect of any License): (i) any Paid-Up License is licensed for a perpetual term (subject to the service limitations established in Section 7(d)(i) and to the regular use of the License) and (ii) any Subscription Software is licensed during the license term specified in the applicable Order (the “**License Term**”); provided that for the avoidance of doubt if any Paid-Up License is converted into Subscription Software at any time for an reason, then the perpetual license associated therewith shall, upon such conversion, automatically become a license that has the applicable License Term for such Subscription Software. Upon termination (including any termination pursuant to Section 12(b)(iv) of this MLSA) or expiration of any License, all rights of Customer with respect to the Licensed Software relating thereto shall automatically terminate and, at Command Alkon’s election, Command Alkon shall have the right to either (A) uninstall such Licensed Software from Customer’s hardware, and/or (B) direct Customer to uninstall or delete the Licensed Software (and certify to Command Alkon such deletion), and return to Command Alkon all copies of the Licensed Software in Customer’s possession or control; provided, that Customer is obligated to follow any directions provided in respect of this clause (B).

(iv) Delivery of Software. At its sole option, Command Alkon may make all or any Licensed Software available exclusively by electronic download or via remote Internet access to a server owned or controlled by Command Alkon. For the avoidance of doubt, any Licensed Software is licensed, not sold, and no title to any Licensed Software or any Intellectual Property rights therein are transferred to Customer.

(b) Limitations on License.

(i) The applicable Licensed Software Order may specify use limitations applicable to the subject Licensed Software, including limiting the installation or use of the Licensed Software to a specific number of computers or servers, limiting use to specified users or a specific number of users, and/or limiting use solely in a specific facility (the “**Scope Limitations**”). If Scope Limitations are specified for a Licensed Software in an Order, then the License with respect to such Licensed Software, and any portion thereof, shall be subject to those Scope Limitations.

(ii) Except as otherwise expressly specified in an Order, Customer may not copy the Licensed Software, in whole or part, except that Customer may make a single archive copy for backup purposes only (with the proper inclusion of the copyright notice and any proprietary notices).

(iii) Customer is not granted any rights to, and shall not, create any derivative works from the Licensed Software. If in violation of the foregoing Customer creates any such unauthorized derivative works, such derivative works shall be owned exclusively by, and Customer hereby irrevocably assigns any ownership rights it may accrue in such derivative works to, Command Alkon. No rights with respect to any Licensed Software are granted to Customer, either by implication or estoppel or otherwise, except for those rights expressly granted hereunder and in the applicable Order, and all rights not expressly granted hereunder are reserved to Command Alkon. Any use of a Licensed Software outside of or otherwise in violation of the License shall constitute a material breach of this MLSA.

(iv) Command Alkon may, from time to time, issue patches, fixes, or error corrections for the Licensed Software (each, a “**Fix**”). Upon receipt from Command Alkon, Customer shall promptly install any and all Fixes. Where applicable, Fixes may also be installed directly or remotely by Command Alkon.

(c) Support Services of Licensed Software.

(i) Terms of Support. Customer may elect to receive maintenance and support services (“**Support Services**”) for Licensed Software in consideration of payment of a fee, as specified in the applicable Order. The terms of any standard support services, if any, applicable to the Licensed Software, will be provided to Customer in connection with the execution of an Order or will be published on a Command Alkon website. To the extent Customer desires non-standard services or resources not generally made available to all customers in connection with a particular item of Licensed Software, such specialized Professional Services will be specified in an Order, and the terms of such Professional Services shall be subject to this MLSA (including Section 6 hereof).

(ii) Updates and Upgrades. Command Alkon may issue, from time to time, incremental updates to an existing version of any Licensed Software, which may include new or modified functionality, as well as Fixes (an “**Update**”). Command Alkon may also issue from time to time a major, standalone, new version of any Licensed Software (an “**Upgrade**”). If Customer purchases Support Services, during the term while such Support Services arrangement are in effect, Customer will receive each Update to the version of Licensed Software that Customer has licensed that is generally distributed by Command Alkon to its customers. If Customer fails to make any payment due under an Order, Command Alkon shall have the right to immediately suspend delivery of any further Updates to Customer until all outstanding payments and applicable late fees have been paid. Support Services will not entitle Customer to receive an Upgrade. Customer may receive an Upgrade by executing an Order and paying an additional license or other fee(s) for such Upgrade, as determined by Command Alkon in its sole discretion. Customer may be required to install or receive an Update or an Upgrade to place Customer on the then-current, commercially available version of any Licensed Software in order for Command Alkon to provide Support Services in respect of such Licensed Software or any other Product. Failure of Customer to maintain a current version of any Licensed Software will relieve Command Alkon of its obligation to provide Support Services, and any resulting failure by Command Alkon to provide such Support Services shall not constitute a breach of this MLSA or any applicable Order.

(iii) Support Services Charges. During the initial term (if any) of any Order for Subscription Software, charges for applicable standard Support Services, if any, will be as stated on the applicable Order or posted on a Command Alkon website. Following such initial term, Command Alkon, at its sole option, may modify the charges for support services upon thirty (30) days written notice to Customer prior to the applicable Subscription Software renewal date. Customer’s continued use of Support Services shall be deemed to be acceptance of such modification.

(iv) Service Responsibilities of Command Alkon. During the period in which Support Services are provided by Command Alkon pursuant to an applicable Licensed Software Order, Command Alkon shall endeavor to maintain the Licensed Software in good operating condition and furnish service for calls received during Customer’s call window as specified on the applicable Order (including a service level agreement, if any). Additional service responsibilities of Command Alkon, if any, are as specified on each applicable Order.

(d) Service Limitations.

(i) Notwithstanding anything to the contrary herein, at any time after the eighteen (18) month anniversary of the release date of a version of any Licensed Software

(including any new version), Command Alkon may announce “retirement” of that version or of the Licensed Software in general. Command Alkon also may determine that certain Licensed Software may no longer be properly supported due to obsolescence of the software or hardware environment (including software or hardware supplied by third parties) required for operation of the Licensed Software. Following that determination all subsequent requests for Support Services (or renewal of Support Services) for such Licensed Software shall be of no force or effect, and Command Alkon shall no longer be obligated for, and shall be released from, any and all service obligations for such Licensed Software.

(ii) Licensed Software is only eligible for Support Services provided that the computer system on which the Licensed Software is installed is in good operating condition (as determined in Command Alkon’s sole discretion) and Customer has complied fully with Command Alkon’s installation, serviceability, and equipment configuration requirements and site environmental conditions (as further discussed below, as set forth in any applicable Order for Licensed Software, and/or as otherwise provided to Customer in writing). Prior to the Commencement Date of any applicable Order, Customer shall make all adjustments to the foregoing that Command Alkon, in its sole discretion, determines to be necessary and specifies for Customer in writing.

(iii) Support Services that, in Command Alkon’s opinion, become necessary in whole or in part because of improper installation or use of Licensed Software, or failure to maintain the specified hardware or software environment, are not required to be provided by Command Alkon. Any Support Services for Licensed Software, including both telephone and on-site Support Services, not specifically covered by this MLSA or an applicable Order and which Command Alkon agrees to provide will be charged to Customer at Command Alkon’s then-current hourly rates and will be subject to the terms of the MLSA.

(e) Licensed Software Installation Services. If, pursuant to any Order for Licensed Software, the Licensed Software is to be installed by Command Alkon, such Licensed Software shall be installed on Customer’s servers or hardware in accordance with the then-current applicable SPD (as defined in Section 18(c)) or User Documentation (as defined in Section 17(a)) (which shall be provided to Customer or published on Command Alkon website). Prior to any installation, Customer shall provide written instructions with respect to Customer’s hardware and software environment, and all installations of Licensed Software are made on the basis of and in reliance on such instructions, and Command Alkon accepts no responsibility for the correctness, sufficiency, appropriateness, or accuracy of such Customer instructions. Customer shall ensure its servers and hardware are properly prepared for installation of the Licensed Software. Installation shall be deemed completed upon successful conclusion of

Command Alkon’s standard test procedures. Installations by non-designated third party vendors must be physically inspected and certified as ready for operation by a Command Alkon representative or its designee in order for any product or service warranties to become effective. On-site installation certification services are available at published rates.

(f) Equipment Related to Licensed Software. Hardware, mobile devices or other Equipment related to the Licensed Software that is provided to Customer pursuant to any Order for Licensed Software shall be provided in accordance with the provisions of this MLSA and any Order related to such Equipment.

8. SAAS SERVICES.

(a) This Section 8 relates to each software application or platform hosted by Command Alkon and made available to Customer as a software-as-a-service (a “**SaaS Service(s)**”). In order for Customer to purchase a SaaS Service, the Parties will execute an applicable Order. Such SaaS Services Order will identify the services to be provided and any additional terms or conditions related to such specific SaaS Service. The SaaS Services will be made available on the commencement date specified in the applicable Order and for the term specified in the applicable Order (the “**SaaS Order Term**”).

(b) Except as otherwise specified in an Order, a SaaS Service will be hosted on a server operated by or on behalf of Command Alkon, and may be accessed remotely by Customer via an Internet connection, using a portal, application or other means specified in the Order. During the SaaS Order Term and subject to the terms of the applicable Order, Command Alkon will give Customer access to a SaaS Service to which Customer has subscribed, in such manner as the SaaS Services are, at the time of access, generally presented to other customers (excluding special features, customizations, and other customer-specific deployments or architecture that are available for a fee or that are not provided generally across all customers), provided that Customer is otherwise in compliance with this MLSA and the applicable Order. Command Alkon reserves the right to provide the SaaS Service from locations, and/or through use of subcontractors, worldwide.

(c) Command Alkon shall at all times retain editorial control over the content, appearance and functionality of the SaaS Service, and reserves the right at all times to modify the SaaS Service, including to add, modify or remove certain functionality or features. Customer shall have no claim against Command Alkon hereunder to the extent that Command Alkon so modifies a SaaS Service as delivered generally to its customers.

(d) SaaS License.

(i) Subject to this MLSA (including the applicable Order), including payment of the applicable subscription fees during the applicable SaaS Order Term, Command Alkon hereby grants to Customer and Customer hereby accepts, a personal, terminable, non-exclusive, non-transferable, non-sublicenseable, limited license to access and use the SaaS Service specified in an Order solely for Customer's own internal use and solely for its own benefit (the "**SaaS License**"). The Licensee may be subject to certain scope or usage limitations, including a limitation on the total number of permitted users, site restrictions, territory restrictions, limitations on the scope of use by Authorized Users and/or other limitations, which scope or usage limitation will be specified in the applicable Order. Customer and its Authorized Users may not use the SaaS Service outside of the scope and usage permitted under the SaaS License granted hereunder and in the applicable Order.

(ii) If specified in an Order, the SaaS License includes the right for Customer to allow certain designated unaffiliated third parties designated by Customer ("**Authorized Third Parties**") to access the applicable SaaS Service and the data therein to the extent expressly intended by the functionality of the applicable SaaS Service. Such Authorized Third Parties (and, if specified in an Order, their authorized users) shall be entitled to access and use the SaaS Services on behalf of Customer, subject to the terms of this MLSA, and Customer is responsible for such Authorized Third Parties' compliance with this MLSA. No rights are granted to Customer with respect to the SaaS Service, either by implication or estoppel or otherwise, except for those rights expressly granted hereunder, and all rights not expressly granted hereunder are reserved to Command Alkon. Any use of the SaaS Service in violation of the SaaS License shall constitute a material breach of this MLSA.

(iii) The SaaS Service will be delivered as a service. Customer acknowledges that Command Alkon has no delivery obligation and will not deliver copies of any software comprised in or related to the SaaS Service to Customer. Customer understands and acknowledges that Customer and its Authorized Third Parties (or, if specified in an Order, their authorized users) may, in order to access any SaaS Service on a personal computer, tablet, mobile phone or other mobile device (each, a "**Device**"), be required to download an application, applet, browser add-in or other program (an "**Application**") that is appropriate for the applicable device. Customer, its Authorized Users and its Authorized Third Parties may not loan, rent, lease or otherwise transfer the Application to another user. Customer, its Authorized Users and Authorized Third Parties may be required to accept a mobile application user agreement in connection with the download and installation of any Application, pursuant to which the applicable end-user will be granted a limited, revocable, non-exclusive, non-sub-licensable, and non-transferable license to use the Application and the associated

SaaS Service solely for his, her or its internal business purposes, strictly in accordance with this MLSA, any applicable Order, and such mobile end user agreement. Command Alkon (and/or its licensors and service providers) retains title and ownership of the Application and any copies thereof, regardless of the form or media in which or on which the original and other copies may exist. Each downloaded Application is licensed as a single product, and its component parts may not be separated or copied for use on more than one computer or other Device.

(e) Customer shall access the SaaS Service using only methods and systems stated by Command Alkon to be enabled or otherwise approved for access, such as Command-Alkon-designated Internet websites, IP Addresses, mobile device applications, Enterprise Data Exchanges ("**EDX**") or Internet Information Services ("**ISS**") servers.

(f) Upon termination of any SaaS Service Order, Customer's right to access or use the applicable SaaS Service shall immediately terminate and Customer shall cease all access to or use of the SaaS Service relating thereto.

9. OBLIGATIONS OF CUSTOMER.

(a) Customer shall, as a condition of the obligations, warranties and commitments of Command Alkon under this MLSA and otherwise: (i) notify Command Alkon immediately of any malfunction of any Product or failure of any Service; (ii) maintain all back-up data necessary to replace critical Customer or third party data in the event of loss or damage to such data from any cause; (iii) allow Command Alkon to access remotely all applicable systems and communication facilities as necessary to provide the Products and Services; (iv) upon prior written request of Command Alkon, provide Command Alkon with access to all sites, facilities or equipment at which any Product or Service is, or is to be, installed or provided as necessary to enable Command Alkon to provide such Product or Service, including reasonable physical access to Customer's sites, facilities and equipment. Command Alkon shall make reasonable efforts to schedule such access to sites, facilities and equipment during Customer's ordinary business hours and in such a manner to minimize any interruption to Customer's business operation, provided that Customer acknowledges and agrees that Command Alkon may need immediate access as necessary to address any security threat or other imminent harm to the Command Alkon network and/or any data thereon, the Command Alkon IP, the Command Alkon or third party server hosting any Service, any other customer, or any Product or Service. If and during such period Customer fails to provide access as set forth in [Section 4\(d\)](#) and this [Section 9](#), Command Alkon will be excused from the performance or provision of the applicable Products and/or Services.

(b) With respect to the physical access to Customer's facilities and equipment required hereunder, Command Alkon shall comply with all reasonable and generally applicable

security and safety procedures of which Customer has provided notice to Command Alkon. Customer acknowledges and agrees that many or all of the Products and Services do or may require access by Command Alkon to the equipment, facilities, computers, network, telecommunications, and computing resources of Customer or Customer's service providers.

(c) Command Alkon or its agents shall, on fifteen (15) days' notice to Customer, have the right to visit and inspect Customer's place of business and Customer's records, property and premises up to one (1) time per calendar year to verify Customer's compliance with the provisions of this MLSA. If an audit indicates an underpayment of five percent (5%) or more of the amounts due hereunder or other non-monetary noncompliance, Customer shall promptly reimburse Command Alkon for the reasonable cost of the audit. Any underpayment of amounts due hereunder as determined by an audit of Customer's business, records, property and premises shall be immediately due and payable to Command Alkon and subject to the late fee described in [Section 3\(f\)](#). Command Alkon will retain the rights granted in this [Section 9\(c\)](#) for a period ending six (6) months following the MLSA Term.

(d) Command Alkon shall have the right to audit Customer's use of the SaaS Services to ensure compliance with this MLSA and the Access Terms. In connection with any such audit, Customer shall provide to Command Alkon reasonable assistance and access to information reasonably requested by Command Alkon. Command Alkon may report the results of any such audit to its applicable Third-Party Providers.

(e) Customer is responsible for, and shall provide and install, its own hardware, telecommunications, and computing environment (including an EDX or an ISS) as necessary or designated by Command Alkon from time to time for accessing any Product or Service, including the SaaS Services. It is anticipated that technology generally, and the SaaS Service specifically, will evolve over time, and Customer understands that the requirements for such hardware or software may also change from time to time. Customer is responsible for all connection and line charges, including long distance, data plans, and roaming charges. For the avoidance of doubt, it is understood that telecommunications systems and connectivity by Customer to the Internet, and otherwise on Customer's side of the Internet, are complex and outside of Command Alkon's control and responsibility, and therefore Command Alkon's obligation to make the SaaS Service accessible shall be limited to providing an operational system that is accessible via a computer remote from the server via the Internet, and shall be deemed satisfied if such a computer is able to access the SaaS Service with the passwords and/or authorizations provided to Customer, regardless of whether Customer experiences connection difficulties.

10. EXPORT.

(a) Customer acknowledges that the Products or Services may be subject to U.S., Canada and/or other export and sanctions restrictions. Customer agrees to comply with all applicable laws, regulations, treaties, and other government authorities, in all relevant jurisdictions, that may apply to the Products or Services, as well as any end-use, end-user, and destination restrictions regarding export and import restrictions of the jurisdiction in which the Products or Services are used or to or from which the Products or Services are exported or provided. Regardless of any disclosure made by Customer to Command Alkon of an ultimate destination of the Products or Services, Customer will not export or commence shipment for export of, either directly or indirectly, any Products or Services or system incorporating such Products or Services without first complying with all export requirements and laws, including by obtaining a license from the United States or Canadian Government and/or other relevant licensing bodies, if required.

11. DATA PROTECTION.

(a) Both Command Alkon and Customer undertake to comply with the provisions of applicable privacy and data protection laws (including Canadian and U.S. privacy laws, the E.U. General Data Protection Regulation, and applicable data protection laws of other jurisdictions worldwide) ("**DP Laws**"). Command Alkon shall (i) only collect, use, disclose, communicate, and otherwise process (collectively, "**process**" or "**processing**") personal data, personal information, or personally identifiable information (as defined in the applicable DP Laws, "**Personal Data**") supplied by Customer ("**Customer Personal Data**") in accordance with an applicable agreement with Customer or as otherwise required or authorized under applicable laws; and (ii) take appropriate technical, physical and organizational measures designed to prevent unauthorized or unlawful processing of such Customer Personal Data and against accidental loss or destruction of, or damage to, such Customer Personal Data. Customer acknowledges that Command Alkon may transfer any such Customer Personal Data from jurisdiction to jurisdiction, but any such transfer shall not relieve Command Alkon from its obligations under this clause and the applicable DP Laws. Customer acknowledges and agrees that Command Alkon may appoint sub-contractors who may act as any sub-processor(s) of the Customer Personal Data so long as such sub-contractors agree to comply with applicable DP Laws, and that Customer shall have an opportunity to object to such sub-processor(s) if required by applicable DP Laws. Command Alkon will maintain an up-to-date list of such sub-processors on the Legal Section of a Command Alkon website https://commandalkon.com/wp-content/uploads/2020/09/DataSubprocessorList_09_09_20.pdf, and will provide an update on such website in the event of a change to such list.

(b) Customer shall ensure that it has authority to provide Customer Personal Data to Command Alkon, and to

allow Command Alkon to process Customer Personal Data in accordance with this MLSA. Without limiting the foregoing, Customer shall: (i) provide all notices to relevant individuals, and obtain consents from such individuals, as needed, for Command Alkon to provide the Products and Services and perform its obligations under this MLSA, which shall each be in a form that complies with all applicable DP Laws; (ii) retain appropriate records of the notices and consents described in (i), and promptly provide evidence of such notices and consents to Command Alkon upon its request, including as needed for Command Alkon to respond to any inquiry or investigation by any relevant governmental authority; (iii) provide Command Alkon with only the minimum Personal Data required by Command Alkon to perform this MLSA; and (iv) take reasonable steps to ensure the accuracy of the Customer Personal Data.

(c) Upon Customer's request, or upon the expiration or termination of this MLSA by either Party and for any reason, Command Alkon will immediately cease to process the Customer Personal Data and will promptly and securely return or destroy such information in accordance with such instructions as are given by Customer at that time. The obligations set out in this Section 11(c) will remain in force notwithstanding termination or expiration of this MLSA. Notwithstanding the foregoing, Command Alkon shall not be required to return or destroy: (i) any information that Command Alkon is obligated by applicable laws to retain, until such time as the required retention period has expired; or (ii) any information that has been automatically backed up in accordance with Command Alkon's archival procedures, provided that Command Alkon continues to comply with its obligations under this MLSA with respect to any Customer Personal Data that it retains and promptly destroys such information once Command Alkon is no longer required by applicable laws and/or its archival procedures to retain such information.

(d) In the event Command Alkon becomes aware of any loss of, unauthorized access to, or unauthorized use, communication or disclosure of, any Customer Personal Data, or any other breach of the protection of Customer Personal Data (each, an "**Incident**"), Command Alkon shall without undue delay notify Customer in writing. Such notice shall summarize information that is available to Command Alkon, in reasonable detail, regarding the nature of the Incident, effect on Customer, if known, and, as available, the corrective action taken or to be taken by Command Alkon; provided, however, that such information shall be provided only to the extent that doing so does not risk the security or integrity of Command Alkon's environment or the sensitive, confidential or protected data of individuals or entities other than Customer. Command Alkon will promptly take all necessary corrective action required by applicable DP Laws following the Incident and will cooperate with Customer in all reasonable efforts to mitigate the adverse effects of the Incident and to prevent its recurrence.

(e) At the request of Customer, Command Alkon will provide Customer with a copy of its policies, guidelines and procedures relating to the protection of Customer Personal Data, privacy and information security. Command Alkon will, within a reasonable time, authorize and reasonably cooperate with Customer to conduct any other audit relating to the confidentiality and security of Customer Personal Data, as required by applicable DP Laws.

(f) The person responsible for personal information at Command Alkon is as follows: Chief Privacy Officer; privacy@commandalkon.com. Within 15 days of signing of this MLSA, Customer shall provide to Command Alkon's Chief Privacy Officer at the email address provided above, contact information for the person responsible for the protection of Customer Personal Data within Customer.

(g) Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of Customer's privacy and property or disclosure of Confidential Information (as defined in [Section 15](#)) of any Customer.

12. TERMINATION.

(a) By Either Party:

(i) In the event of a material breach by a Party of any Order, the non-breaching Party has the right to terminate the applicable Order upon written notice of termination, if the non-breaching Party has provided written notice to the breaching Party specifying the material breach, and the breaching Party has failed to cure such breach within fifteen (15) days of such notice of breach.

(ii) In the event a Party becomes subject to any bankruptcy or insolvency proceeding under federal or otherwise applicable statute, the other Party may terminate this MLSA immediately with written notice to the other Party.

(iii) In the event all Orders have expired or been terminated, either Party may terminate this MLSA upon written notice to the other Party. Any Order shall terminate upon the termination or expiration of all Products and Services provided thereunder.

(b) By Command Alkon:

(i) In the event of a material breach by Customer of any provision of this MLSA or any Order, Command Alkon has the right, in its discretion, to terminate this MLSA in its entirety, including all then-outstanding Orders, or where applicable one or more affected Orders, immediately upon written notice of termination, if Command Alkon has provided written notice to Customer specifying the material breach (including any failure to timely make any payment due hereunder) and Customer has failed to cure such breach within fifteen (15) days of such notice of breach.

(ii) In the event Command Alkon decides in the ordinary course of business to discontinue providing any certain Product or Service to its customers generally,

Command Alkon has the right to terminate any or all then-outstanding Orders for such Product or Service, upon at least thirty (30) days written notice of termination.

(iii) In the event Customer breaches Section 4(a), Section 13, Section 14(c), or Section 14(e), or attempts to assign or transfer, including by operation of law, any of its rights or obligations under this MLSA, Command Alkon has the right to terminate this MLSA (or in its discretion, any or all then-outstanding Orders), immediately upon written notice of termination.

(iv) In the event of Customer's material breach of this MLSA or any applicable Order, Command Alkon has the right to terminate any License upon written notice of termination, if Command Alkon has provided written notice to Customer specifying the material breach and Customer has failed to cure such breach within fifteen (15) days of such notice of breach; provided, however, that if such material breach is in respect of Intellectual Property rights of Command Alkon or use of a Licensed Software outside of or otherwise in violation of the License, then Customer is not entitled to a 15-day cure period and termination by Command Alkon may occur immediately upon written notice by Command Alkon to Customer.

(c) Effect of Termination.

(i) The expiration or termination of a single Order will not result in the expiration or termination of this MLSA or other Orders, unless all then-outstanding Orders have been expired or terminated for twelve (12) months. In the event the Parties execute a new Order after the expiration of this MLSA which references this MLSA, the MLSA Term shall be deemed extended until such time as all then-outstanding Orders have expired or terminated. Termination of this MLSA shall automatically terminate all then-outstanding Orders hereto.

(ii) Upon expiration or termination of this MLSA or any Order, Customer's rights to access and use the applicable Products and Services will terminate as set forth in the applicable Order, and Customer and its representatives shall immediately cease all use thereof. Sections 3, 4(b), 5(c), 11, 12(c), and 13 through 20 of this MLSA shall survive any expiration or termination of this MLSA and/or any Order.

13. USE OF DATA.

(a) As between the Parties, Customer is and will be the sole and exclusive owner of all data input by Customer into any Licensed Software or SaaS Service in the form entered by Customer and any proprietary rights therein ("**Customer Data**"). Customer represents and warrants that it has sufficient right under applicable law and applicable contracts to transmit, store, copy, use and transfer to Command Alkon, all Customer Data provided to Command Alkon (including data sent to, from, or stored in the Licensed Software, any SaaS Service and/or any other Product or Service) using any Access Credentials or otherwise. Customer acknowledges that in

order to provide certain Services (including providing the SaaS Services, and Services relating to the Licensed Software hereunder), to operate, develop, and maintain, and so long as excluding the use of Personal Data, to improve, the Products and Services, and to perform its obligations and/or exercise its rights hereunder, Command Alkon will be required to access, copy, host, store, process, aggregate, perform analytics on, make derivatives of and/or transmit the Customer Data, and Customer hereby grants to Command Alkon a right to do any and all of the foregoing to the extent required for Command Alkon to provide the Products and Services and to perform its obligations and exercise its rights under this MLSA. Customer acknowledges that Command Alkon's operations and its use of third parties to perform the Services may result in Customer Data being stored or processed on servers located in countries around the world.

(b) Customer acknowledges and agrees that:

(i) Command Alkon may use tools, scripts, software, cookies, web beacons and utilities to monitor and administer the SaaS Services and any remote or online services provided in connection with the Licensed Software, and to collect information about Customer's and its Authorized Users' use of such Services and use of any Platform (as defined below) (the "**Activity Data**"); and

(ii) Command Alkon has the right to and will create aggregated, transformed or derivative data and analytics based on Activity Data and data contained in any Platform or otherwise provided to Command Alkon, including in whole or part from Customer Data (the "**Platform Data**"). Customer agrees that any Activity Data and Platform Data derived in whole or part from Customer Data or Customer activity shall be the exclusive property of Command Alkon and is deemed to be Command Alkon IP hereunder, and nothing herein shall limit Command Alkon's use thereof for any purpose, provided that all Activity Data and Platform Data have been masked, aggregated or otherwise de-identified so that they do not identify any individual and do not contain any Personal Data. For purpose of this MLSA, a "**Platform**" means any software application or platform hosted by Command Alkon that relates to any SaaS Services or Licensed Software.

(c) No part of any Product or Service (including any Licensed Software or SaaS Service) may be copied, framed, mirrored, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means (including electronic, mechanical, photocopying, recording or other means), in each case by or on behalf of any Customer or any employee or agent thereof. Customer covenants and agrees (without any limit on its liability) that, without the express written consent of Command Alkon, it will not attempt (or assist any others to attempt) to (i) obtain, in any matter, the source code of any Licensed Software or SaaS Service, (ii) adapt, translate, decompile, reverse engineer, reprint, transcribe, extract, reproduce, modify, alter, disassemble, create derivative works based on, or otherwise copy any Product or Service (including any Licensed Software

or SaaS Service) or documentation relating thereto or any part thereof or (iii) allow any third party that is not an authorized user (as determined under this MLSA or any applicable Order) to access or use any Product or Service (including any Licensed Software or SaaS Service). Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing any Product or Service (including any Licensed Software or SaaS Service).

(d) Customer's use of any data, reports, results, recommendations, conclusions or other outputs provided by any Product or Service (including any Licensed Software or SaaS Service) (collectively, "**Outputs**") are subject to the terms of this MLSA and any Order relating to such Outputs, and Customer may not use any Outputs to (i) provide products or services to a third party of a nature similar to any Product or Service (including any Licensed Software or SaaS Service) offered by Command Alkon generally to its customers or (ii) create or seek to create an internal database or software, service or product having the effect of replacing or supplementing any Product or Service (including any Licensed Software or SaaS Service) offered by Command Alkon generally to its customers. Customer may not assist any third party directly or indirectly in attempting any of the foregoing.

(e) Customer shall not take any action designed to circumvent any password, firewall, use or access restriction or other security measure relating to any Product or Service (including any Licensed Software or SaaS Service), and Customer will permit Command Alkon to make reasonable inquiries concerning Customer's compliance hereunder.

(f) Customer shall control all authorized individual user accounts, Access Credentials, and any other protective or security controls as private and confidential information, treating the same as Confidential Information of Command Alkon under the terms of the MLSA. Customer is responsible for ensuring adequate security and control over Access Credentials and accounts, including taking all reasonable measures to protect against any unauthorized use or access of any Product or Service (including any Licensed Software or SaaS Service). Customer shall be bound by and responsible for any and all conduct by Authorized Users, and any other person using Access Credentials issued to Customer, in connection with access to (i) any Product or Service (including any Licensed Software or SaaS Service), (ii) the server or other systems that operate in connection with such Product or Service or are accessible therethrough), or (iii) any other mechanism made available to Customer by Command Alkon in connection with such Product or Service.

(g) For the avoidance of doubt, the rights and license of an Authorized User to use any Product or Service (including any Licensed Software or SaaS Service) cannot be used by more than one individual, unless such license is reassigned to another authorized user and the prior authorized user no longer has any right to access or use such Product or Service.

If any Authorized User ceases to be employed by Customer or otherwise ceases to be authorized by Customer, then Customer shall promptly notify Command Alkon so that such Authorized User's account and Access Credentials may be terminated. In cases where Command Alkon and Customer have designated one or more Customer representatives as administrator, and have empowered such administrator to issue Access Credentials to Customer's Authorized Users, then such administrator is responsible to monitor and ensure compliance with the provision of this MLSA applicable to Authorized User and Account Administrator conduct, including to promptly terminate an Authorized User's Access Credentials if the Authorized Users leaves the employ of Customer or is determined to be violating the terms hereof, and Customer shall cause the Administrator to notify Command Alkon of the same in writing.

14. INTELLECTUAL PROPERTY.

(a) Customer agrees that, as between the Parties, Command Alkon (or any of its Affiliates) is and will be the sole and exclusive owner of the following information and materials, and all Intellectual Property therein:

(i) the Products, Services, Platform, Licensed Software, and SaaS Services, including all software, data and databases, and all content contained therein or relating thereto; all user and technical documentation relating to any of the foregoing; and any corrections, updates, improvements, enhancements or derivative works to the foregoing ("**Enhancements**"), including any ideas, concepts or suggestions provided by Customer to Command Alkon relating to any potential or proposed Enhancements to any of the foregoing;

(ii) all Activity Data, Platform Data and other data or content in any Products or the Platform (other than Customer Data) (collectively, the "**Command Alkon Data**");

(iii) Command Alkon's Confidential Information; or

(iv) any Intellectual Property developed by or for Command Alkon (items (i) through (iv) of this Section 14(a), together with all Intellectual Property therein, collectively, the "**Command Alkon IP**").

(b) Customer acknowledges and agrees that any Licensed Software, and any access to the Platform, provided to Customer are provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in any Command Alkon IP, including by implication or estoppel, other than the rights expressly granted in this MLSA or any applicable Orders. All rights in the Command Alkon IP not expressly granted herein are reserved to Command Alkon. Command Alkon hereby grants Customer a limited license to copy any Platform Data resulting from Customer Data, subject to the provisions of Sections 14(c) and 14(d) below.

(c) Customer shall not, or allow any third party or user to, extract, copy, adapt, analyze, reverse engineer,

disassemble, decompile, duplicate or deconstruct any Licensed Software, SaaS Service, Products, Services or other Command Alkon IP, including to attempt to determine the source code thereof, to modify, reproduce or create any derivatives therefrom.

(d) The Licensed Software, SaaS Service, Products, Services or other Command Alkon IP (and any accompanying documentation, drawings, or manuals, in whatever form they may exist), and all Intellectual Property rights therein, shall at all times remain the sole property of Command Alkon and/or its licensors (the “**Command Alkon Property**”). Customer is granted no rights in the Command Alkon Property, or any other Intellectual Property of Command Alkon, except the right expressly granted hereunder to use the Licensed Software, SaaS Service, Products and/or Services in accordance with (and subject to the terms and limitations of) this MLSA. Customer shall not remove or modify any program marking or notice of Command Alkon’s or its licensors’ proprietary rights.

(e) Unless expressly granted the right to do so in an Order or other agreement with Command Alkon, Customer shall not:

(i) cause or permit any Command Alkon Data stored in the Platform or any Product or Service (including any such data stored in the database management system of any Licensed Software installed on Customer’s hardware or Customer’s cloud computing services) to be added to, modified or deleted by, Customer, any third party or any automated control, machine, computer program or software;

(ii) interface with any third party software outside the scope of a third party interface method approved by Command Alkon; provided that for the avoidance of doubt, the foregoing prohibition shall not prevent Customer from adding, updating or deleting data through the ordinary use of such Product or Service, or through a properly supported and published third party interface method approved by Command Alkon; or

(iii) allow any third party or user to rent, timeshare, host, offer any subscription service to or outsource any Product or Service.

(f) Should Customer violate this Section 14, then (i) Command Alkon shall be relieved of any responsibility under any warranty or service arrangement and Command Alkon shall have the exclusive right to terminate this MLSA and any and all Orders hereto and (ii) to the extent that Command Alkon incurs costs or expenses to identify, diagnose, remedy or repair any failure or other problem with the Product, Service, Equipment or other Command Alkon IP that arises from Customer’s breach of this Section 14 or any other obligation hereunder, such costs shall not be covered by any maintenance contract and, at Command Alkon’s election, Customer shall be responsible to reimburse Command Alkon for such costs or expenses at reasonable time and material rates.

(g) Any copies, derivative works or other Intellectual Property developed by Customer in violation of this Section 14 (“**Assigned IP**”) are the property of Command Alkon, and Customer hereby assigns (and Command Alkon hereby accepts such assignment of) any and all rights therein to Command Alkon without the need for any other action by a party. Customer shall ensure that all its employees, contractors and other parties who have contributed to the development of any Assigned IP: (i) assign to Customer in writing all right, title and interest they have in and to the Assigned IP, and (ii) waive in writing all of their moral rights in and to the Assigned IP. Such copies, derivative works or other Intellectual Property are excluded from any warranty or other obligation of Command Alkon hereunder.

15. CONFIDENTIAL INFORMATION.

(a) Each Party receiving Confidential Information (a “**Recipient**”) of the other Party (the “**Producing Party**”) in connection with this MLSA agrees that, during the MLSA Term and for five (5) years thereafter:

(i) it may not disclose such Confidential Information (defined below) of the Producing Party to any third party, or use such Confidential Information, except as expressly permitted hereunder,

(ii) such Confidential Information will be held in strictest confidence, to the same degree of care that Recipient uses to safeguard its own Confidential Information, and

(iii) such Confidential Information of the Producing Party will be disclosed only to Recipient’s employees or other representatives which are subject to a duty of confidentiality to Recipient and have a need to know, and only to the extent necessary for Recipient to exercise its rights or obligations under this MLSA, including any Order.

(b) “**Confidential Information**” means all nonpublic information, data or material disclosed by a disclosing party or its representatives to a Recipient or its representative, in whatever form or media disclosed (including in writing, electronic form, oral disclosures and/or by visual inspection), which has been marked confidential or which is reasonably apparent to the Recipient to be confidential from the context of the information or the manner in which it was disclosed. Confidential Information includes information and data of a scientific, technical, business or financial nature, relating to trade secrets, relating to the Products or Services or networks, or relating to software code, business or functional specifications, methods, processes, algorithms, pricing information, past, present, and future employment and employee or employee candidate information, and customer information, including Customer Data, and Command Alkon Data.

(c) The Command Alkon IP is the Confidential Information of Command Alkon. Notwithstanding the foregoing, the restrictions on disclosure and use of

Confidential Information do not apply to information or materials that a Recipient can demonstrate:

(i) are already known to the Recipient at the time of disclosure;

(ii) are or become publicly available through no wrongful act or failure of Recipient;

(iii) are independently developed by Recipient without benefit of or reference to the Producing Party's Confidential Information; or

(iv) are received from a third party which is not under and does not thereby breach an obligation of confidentiality.

(d) A Recipient may disclose Confidential Information of the Producing Party to the extent required to be disclosed pursuant to a statutory or regulatory provision or court order, provided that Recipient has given prompt written notice to the Producing Party of such compelled disclosure so that the Producing Party shall have a reasonable opportunity to oppose such disclosure, and uses reasonable efforts to limit disclosure to such Confidential Information that is deemed necessary to disclose only. Upon the termination of this MLSA, each Recipient shall, at the Producing Party's request and at its election, return, destroy or permanently delete all Confidential Information of Producing Party in Recipient's possession or control (and all tangible embodiments thereof, regardless of medium); provided that for the avoidance of doubt, Command Alkon has no duty to return, destroy or permanently delete Command Alkon IP. The confidentiality restrictions and obligations imposed by this Section 15 shall survive any expiration or termination of this MLSA and any Order.

16. SUPPORT SERVICES.

(a) Service level commitments for a SaaS Service, if any, will be made available through Command Alkon's website. Except as specified otherwise in a service level commitment, within sixty (60) days of expiration or termination of an Order, Customer shall have the right to request from Command Alkon a copy of the Customer Data related to the terminated Services/Order, and within thirty (30) days of such request, Command Alkon will deliver to Customer a copy of such Customer Data in a Customer-readable format. Customer acknowledges and agrees to pay Command Alkon's customary rates for services related to the delivery of Customer Data to Customer following termination or expiration. Customer's sole remedies with respect to a failure of a SaaS Service to perform in accordance with an applicable service level commitment shall be the support and remediation specified in such service level commitment.

(b) To the extent Customer desires specific services or resources not generally made available to all customers in connection with a SaaS Service, such Services will be offered pursuant to an Order.

17. INDEMNIFICATION.

(a) Command Alkon shall defend, indemnify and hold harmless, at its expense, any claim, litigation or proceeding by a third party (a "**Claim**") brought against Customer alleging that any Product or Service as furnished hereunder and without modification, when used in compliance with this MLSA or any applicable Order, and user documentation and technical specifications provided by Command Alkon ("**User Documentation**"), infringes, misappropriates or violates a valid copyright or trade secret, and shall pay all costs and damages finally awarded or payable under a settlement agreed to hereunder; provided that Command Alkon is given prompt written notice of such Claim and is provided all information, reasonable assistance, and sole authority to defend or settle the Claim. In the defense or settlement of the Claim, Command Alkon may, at Command Alkon's election:

(i) obtain for Customer the right to continue using the affected Products or Services,

(ii) replace or modify the affected Products or Services so they become non-infringing, or

(iii) if such remedies are not reasonably available, direct Customer to cease using the affected Product or Service and grant Customer a credit for the Products as depreciated and accept their return and a pro-rata refund of any prepaid fees for any of the Services.

(b) The foregoing is Command Alkon's sole liability, and Customer's sole remedy, in respect of any claim that the Products or Services infringe, misappropriate or violate any Intellectual Property, and Command Alkon disclaims all other liability, including any indirect, incidental, special, punitive, exemplary or consequential damages, even if it has been advised of the possibility of such damages. Notwithstanding the foregoing, Command Alkon shall not have any obligations under this Section 17 for any Claim arising in whole or part from:

(i) the fraud, negligence or willful misconduct of Customer;

(ii) use of the Product or Service in combination with any other Intellectual Property, product, service or process not supplied by Command Alkon and not otherwise specifically contemplated under this MLSA, an applicable Order or User Documentation,

(iii) any modification of any Product or Service not specifically contemplated under this MLSA, an applicable Order and, as applicable, the User Documentation or SPD,

(iv) use of the Product or Service in violation of this MLSA or User Documentation, or contrary to Command Alkon's instructions,

(v) any specification, design requirement, feature or capability included or comprised in any Product or Service which was requested by Customer; or

(vi) abuse, misuse, misapplication, or improper installation of any Product or Service by any third party other than Command Alkon.

(c) Customer shall be required to take all reasonable steps to mitigate possible damages, which shall include ceasing use and distribution of the portion of the Products or Services affected by the Claim.

(d) Customer shall defend, indemnify and hold harmless, at its expense, any Claim brought against Command Alkon or its Affiliates, arising from:

(i) Customer's use of the Products or Services except as permitted under this MLSA, any applicable Order, or User Documentation, or

(ii) other circumstance under the Customer's control or attributable to Customer, including failure to comply with Section 11(b) and failures of quality control operations, provided that Customer is given prompt written notice of such Claim and is provided all information, reasonable assistance, and authority to defend or settle the Claim.

(e) Any settlement involving any liability or financial obligation of Command Alkon shall require Command Alkon's prior written consent. Command Alkon reserves the right to assume, at its expense, the exclusive defense and control of any matter subject to indemnification by Customer, in which event Customer will fully cooperate with Command Alkon in such defense.

18. WARRANTIES; DISCLAIMERS; LIMITATIONS OF LIABILITY.

(a) Warranty for Services. Command Alkon warrants that it will provide the Services in a professional and workmanlike manner, in accordance with applicable industry standards. In the event of any breach of the foregoing, Customer shall be entitled to request re-performance of the applicable Services or re-provision of the applicable Licensed Software. The foregoing shall be Customer's sole remedy for breach of this warranty. Notwithstanding the foregoing, Command Alkon reserves the right to terminate or refuse any Service when, in Command Alkon's opinion, conditions at the system location represent a hazard to the safety or health of any Command Alkon employee or any Command Alkon agent or authorized service personnel.

(b) Equipment Warranties.

(i) Equipment may be covered by a Return-To-Factory Equipment Warranty or Equipment Warranty Exchange Program, as indicated in the applicable Order. The period of time covered by the initial Equipment warranty, as indicated in the Order, may be extended by the purchase of an Extended Warranty Plan, if made available by Command Alkon.

(ii) Equipment covered by a Return-to-Factory Warranty is warranted on a return-to-factory basis against defects in workmanship or material for the period of time as

specified in each Equipment warranty. The Return-to-Factory Warranty will be performed at a repair facility in accordance with Command Alkon's shipping instructions. Customer agrees to promptly return any such Equipment in accordance with Command Alkon's instructions.

(iii) Equipment covered by an Equipment Warranty Exchange Program will be exchanged by Command Alkon for new or rebuilt Equipment for failed Equipment. It is Customer's responsibility to return failed parts in the packages provided by Command Alkon within ten (10) business days of Customer's receipt of the replacement Equipment. Customer agrees to pay Command Alkon the standard list price for the replacement Equipment if Command Alkon does not receive the failed Equipment within fifteen (15) business days of delivery of the replacement Equipment to Customer.

(iv) Equipment not manufactured by Command Alkon may carry the warranty of the manufacturer, to the extent such warranty is transferable. Command Alkon has no responsibility with respect the warranty of any third party manufacturer.

(v) Command Alkon's sole responsibility under an applicable warranty shall be to either repair or replace, at Command Alkon's option, during Command Alkon's normal working hours, any component that fails during the warranty period because of a defect in workmanship or material. All replaced Equipment or parts are Command Alkon's property. Customer shall return such Equipment to Command Alkon or pay such invoice therefor as Command Alkon may issue to Customer. If Command Alkon determines that Equipment claimed to be defective by Customer is not covered by the terms of the warranty, Customer shall pay Command Alkon all costs of handling, transportation and repairs at Command Alkon's then prevailing rates. The remedies specified herein for the applicable Equipment warranties are Command Alkon's sole obligation, and Customer's sole remedy, for any breach of such warranty.

(vi) Command Alkon's batching controls, including hardware and software, must be installed and certified in writing as ready for operation by a Command Alkon representative or its designee, and such installation and certification by a Command Alkon representative or its designee is a condition precedent to any warranty therefore going into effect. Installations by non-designated third party vendors must be physically inspected and certified in writing as ready for operation by a Command Alkon representative or its designee in order for any product or service warranties to become effective. On-site installation certification services are available at standard list rates.

(c) Licensed Software Warranty. Command Alkon warrants that Licensed Software will substantially conform to the SPD (as defined in [Section 4\(a\)](#)), if any, or User Documentation for such Licensed Software applicable as of the date such Licensed Software is delivered to Customer

hereunder (the “**Licensed Software Warranty**”). The SPD or User Documentation will be provided to Customer or published on a Command Alkon website. The Licensed Software Warranty is expressly conditioned on Customer’s prompt installation of all Fixes supplied to Customer by Command Alkon, and on Customer’s compliance with the restrictions set forth in Section 14(e) of this MLSA. Pursuant to the Licensed Software Warranty, upon Customer’s written notice, Command Alkon will correct documented program errors which, in Command Alkon’s diagnosis, indicate significant deviations in the performance of the Licensed Software from that set forth in the SPD or User Documentation, at no charge to Customer, provided that such notice is provided within ninety (90) days of Customer’s initial receipt of the Licensed Software (or receipt of a new version, Upgrade, or Customization, as the case may be). Any such notice made after such ninety (90) day period shall be addressed in consideration of the payment of a service fee by Customer, or pursuant to the applicable Order. Any third party software included in or with a Licensed Software (“**Third Party Software**”) carries only the product warranty of the Third Party Software vendor, if any, and to the extent the same may be transferred by Command Alkon under the applicable contract between Command Alkon and such vendor. The foregoing is Command Alkon’s sole obligation, and Customer’s sole remedy for a breach of the Licensed Software Warranty.

(d) Limitations. Command Alkon makes no representation or warranty that the SaaS Services will be uninterrupted, error-free, or completely secure. Customer acknowledges that Command Alkon relies on third-party systems, hardware and networks for communications and connectivity, and that there are risks inherent in Internet connectivity that could result in interruptions in services, loss or corruption of data, loss of Customer’s privacy and property, and/or disclosure of Customer Confidential Information

(e) THE PRODUCTS AND SERVICES ARE PROVIDED “AS IS” (EXCEPT AS EXPRESSLY PROVIDED IN THIS MLSA OR AS PROVIDED BY COMMAND ALKON IN WRITING IN AN ORDER OR OTHER WRITING, INCLUDING A WARRANTY AND/OR SERVICE PLAN ATTACHED AS A SCHEDULE TO AN ORDER) AND COMMAND ALKON HEREBY EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, ON PRODUCTS AND SERVICES FURNISHED UNDER THIS MLSA, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SUITABILITY, ACCURACY OF DATA OR SYSTEM INTEGRATION, INTEGRITY, UPTIME AND/OR AVAILABILITY, OR ANY CONDITIONS AND WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE IN THE TRADE. COMMAND ALKON DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PRODUCTS OR SERVICES WILL MEET CUSTOMER’S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCTS OR SERVICES WILL BE SECURE, UNINTERRUPTED, FREE FROM BUGS, VIRUSES OR ERRORS OR

OTHER PROGRAM LIMITATIONS. CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER’S USE AND ANY RELIANCE UPON THE PRODUCTS OR SERVICES IS AT CUSTOMER’S OWN RISK.

(f) IN NO EVENT SHALL COMMAND ALKON’S TOTAL LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY REASON IN CONNECTION WITH THIS MLSA, OR ANY PRODUCT OR SERVICE PROVIDED HEREUNDER OR IN CONNECTION HEREWITH, EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO COMMAND ALKON UNDER THE APPLICABLE ORDER FOR THE AFFECTED PRODUCT(S) OR SERVICE(S) IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

(g) REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, CUSTOMER AGREES THAT COMMAND ALKON, ITS AFFILIATES, VENDORS AND LICENSORS SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL DAMAGES OF ANY NATURE, WHETHER FORESEEABLE OR NOT, INCLUDING DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOSS OR DESTRUCTION OF DATA, BUSINESS INTERRUPTION, COSTS OF COVER, LOSS OF USE, LOSS OF GOODWILL OR ANY OTHER LOSS, OR FOR EXEMPLARY DAMAGES, WHETHER RESULTING FROM CUSTOMER’S USE OR INABILITY TO USE THE PRODUCTS OR SERVICES, OR FOR DAMAGES RESULTING FROM OR RELATING TO CLAIMS BROUGHT AGAINST CUSTOMER BY THIRD PARTIES OR OTHERWISE, EVEN IF COMMAND ALKON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMMAND ALKON DISCLAIMS ANY LIABILITY FOR PRODUCT LIABILITY AS A CONSEQUENCE OF LOSS OR DAMAGE TO PROPERTY WHICH, IN VIEW OF ITS NATURE, IS NORMALLY INTENDED FOR COMMERCIAL USE. COMMAND ALKON WILL HAVE NO LIABILITY TO CUSTOMER ARISING FROM OR RELATED TO ANY EQUIPMENT, INFRASTRUCTURE, SOFTWARE, FACILITIES, SERVICES, INFORMATION OR MATERIALS NOT FURNISHED BY COMMAND ALKON. COMMAND ALKON WILL NOT BE LIABLE FOR THE ACTS, OMISSIONS AND WORKMANSHIP OF THE EMPLOYEES, CONTRACTORS, AGENTS OR SUPPLIERS OF CUSTOMER. COMMAND ALKON WILL NOT BE LIABLE FOR DAMAGES OF ANY KIND OR NATURE RESULTING FROM ANY PRODUCT, SERVICE, SAAS SERVICE, LICENSED SOFTWARE OR EQUIPMENT THAT HAS HAVE BEEN MODIFIED, FROM IMPROPER OR NEGLIGENT USE OR OPERATION OF ANY PRODUCT, SERVICE, SAAS SERVICE, LICENSED SOFTWARE OR EQUIPMENT, OR FROM ANY PRODUCT, SERVICES, SAAS SERVICE, LICENSED SOFTWARE OR EQUIPMENT ALTERED OR REPAIRED BY PERSONNEL OTHER THAN THOSE IN THE EMPLOY OF COMMAND ALKON OR AUTHORIZED IN WRITING BY COMMAND ALKON TO REPAIR SUCH PRODUCT, SERVICES, SAAS SERVICE, LICENSED SOFTWARE OR EQUIPMENT. THESE LIMITATIONS OF COMMAND ALKON’S LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE. ANY ACTION AGAINST

COMMAND ALKON MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

19. DISPUTE RESOLUTION, GOVERNING LAW AND VENUE.

(a) In the event of any dispute between the Parties relating to this MLSA (“**Dispute**”), either Party shall provide written notice to the other Party specifying the grounds for such Dispute (“**Dispute Notice**”). The Dispute will be escalated for resolution as set forth in this Section 19. Following issuance of a Dispute Notice, representatives of the respective Parties shall promptly meet (in person and/or by phone) and engage in a good faith effort to negotiate a resolution to such Dispute. If the Dispute is not resolved within thirty (30) days of the Dispute Notice, then the Dispute will be deemed escalated to senior business representatives of the respective Parties, who shall promptly meet (in person and/or by phone) and engage in a good faith effort to negotiate a resolution to the Dispute. If the Dispute has been so escalated but has not been resolved within sixty (60) days of the Dispute Notice and the Parties have not mutually agreed to extend the escalation period, then either Party shall have the right to commence a proceeding in accordance with Section 19(b) and Section 19(c).

(b) The interpretation of this MLSA (including any Order) shall be governed by any applicable federal law, and the laws of the State of Alabama, without giving effect to any choice or conflict of law provision or rule (whether in the State of Alabama or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. To the extent that the United Nations Convention on Contracts for the International Sale of Goods (the “**Convention**”) would be applicable to this MLSA or any other dealings or transactions between the Parties that are the subject matter of the foregoing, the Parties hereby expressly “opt out” of the Convention and expressly state that the Convention is inapplicable to this MLSA (including any Orders) and the transactions between the parties that are the subject matter of the foregoing.

(c) Each of the Parties hereto irrevocably submits to the exclusive jurisdiction of the state for the county of Jefferson, state of Alabama (and in the case of claims to which the federal courts have exclusive subject matter jurisdiction, any federal court of the United States of America sitting in the State of Alabama) for the purpose of any suit, action, proceeding or judgment relating to or arising out of this MLSA and the transactions contemplated hereby. Each party hereby waives any right to trial by jury with respect to any such suit, action or proceeding.

20. GENERAL PROVISIONS.

(a) Construction and Interpretation. The section headings in this MLSA are for reference purposes only and shall not affect the meaning or interpretation of this MLSA. Unless the context of this MLSA otherwise requires: (i) words of any gender include the other gender; (ii) words using the singular or plural number also include the plural or singular

number, respectively; (iii) the terms “hereof,” “herein,” “hereby,” and derivative or similar words refer to the entire MLSA as a whole and not to any other particular Section or other subdivision; (iv) the words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation”; (v) where either Party’s “consent” or “approval” is required hereunder, except as otherwise specified herein, such Party’s consent or approval may be granted or withheld in such Party’s sole discretion; (vi) “shall,” “will,” or “agrees” are mandatory, and “may” is permissive; (vii) “or” is not exclusive; (viii) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein or therein); (ix) any reference to any laws herein shall be construed as referring to such laws as from time to time enacted, repealed or amended; and (x) any reference herein to any person shall be construed to include the person’s successors and permitted assigns.

(b) Entire Agreement. Each Order constitutes a separate agreement between the executing Parties, which incorporates the terms of this MLSA and each Order (together with this MLSA) constitutes the entire and exclusive agreement between the Parties with respect to the subject matter thereof and supersedes and replaces any prior agreements between the Parties with respect to the subject matter thereof.

(c) Amendments. In its sole and absolute discretion, Command Alkon may from time to time, in the ordinary course of business, amend or modify this MLSA, which are the standard terms and conditions for Products and Services provided to Command Alkon customers generally. In such event, Command Alkon will either (i) notify Customer electronically at the email address of Customer specified pursuant to Section 20(a) or to an email address Command Alkon has on file for Customer that this MLSA has been modified, (ii) make an announcement that modifications have been made to Command Alkon’s MLSA on Command Alkon’s (or its successor entities’) website, or (iii) Customer shall be deemed to have been notified upon signature by Customer and submission to Command Alkon of a new Order form that provides a link to a modified MLSA. Such amended MLSA shall become effective as to Customer upon Customer’s receipt of such notice (or at any later date indicated therein). Such amended MLSA shall apply to any Orders to the extent they are executed or renewed after the effective date of such amended MLSA, and it is the responsibility of Customer to access and review such amended MLSA before executing or renewing any Orders from time to time. Subject to this Section 20(c), this MLSA may be amended only by a writing signed by both Parties, and each Order may be amended only by a writing signed by both parties to the Order. For purposes of this MLSA, the term “renewing any Order” (and any equivalent phrase) shall include any extension (including any

automatic extension) of the subscription term of any Order (or Product or Service thereunder) from time to time pursuant to the terms thereof.

(d) Command Alkon Assignment. Command Alkon may assign its rights and obligations under this MLSA to any of its Affiliates, or to an entity other than an Affiliate, that acquires all or substantially all of the assets or stock of, merges or consolidates with or into, or acquires a controlling interest in it or any of its Affiliates.

(e) Subcontractors. Command Alkon may engage any independent third parties, subcontractors or one or more of Command Alkon's Affiliates to provide Products or Services under this MLSA and any and all Orders subject hereto.

(f) Non-Exclusivity. This MLSA and Orders subject hereto are not exclusive. Command Alkon shall be entitled to sell the same or similar Products and Services to any third party other than Customer.

(g) Severability. If any provision of this MLSA or any Order shall be found to be illegal or unenforceable, then, notwithstanding such illegality or un-enforceability, this MLSA or Order, as the case may be, shall remain in full force and effect and such provision shall be deemed to be deleted. Furthermore, if possible to ascertain the intent of the Parties, there shall be added a substitute provision as similar in substance as legally possible and the remainder of this MLSA or Order, as the case may be, shall not be affected.

(h) No Waiver. Except as expressly provided in this MLSA, any failure or delay by either Party in exercising any right or remedy will not constitute a waiver of such right or remedy.

(i) Non-Solicitation. Customer agrees that, during the MLSA Term and for a period of one (1) year thereafter, it shall not solicit for employment, employ, nor tender any offer of employment to any employee of Command Alkon without first obtaining Command Alkon's prior written consent, which may be withheld for any reason or no reason provided, however, that this restriction shall not apply in the event Command Alkon ceases conducting all business operations. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the Internet, shall not be construed as a solicitation or inducement, and the hiring of such employee who freely responds thereto shall not constitute a breach of this Section 20(i). For the purposes of this paragraph only, the term "employee" extends to all present and future employees of Command Alkon during the period of their employment and continues for a period of six months after any such employee leaves the employ of Command Alkon. Without limiting the foregoing, in the event that Customer breaches the foregoing, Customer shall be required to pay to Command Alkon liquidated damages in an amount equal to such employee's annual salary as a Command Alkon employee. Customer agrees that such

amount is a reasonable estimate of the damages that Command Alkon will suffer as result of such breach.

(j) Customer Assignment. Customer may not assign or transfer, in whole or part, this MLSA, any Order or any rights in any Products, Services or Warranties, or delegate any obligations thereunder. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void and without effect, the purported assignee shall take no interest in this MLSA or in any Order, Products, Services or warranty, and Command Alkon may elect, in its sole discretion, to terminate this MLSA or any or all Orders effective immediately upon written notice to Customer. For purposes of the foregoing, an "assignment or transfer" includes the sale of all or substantially all of the assets or equity of Customer, any merger of Customer whether or not Customer is the surviving entity, any assignment or transfer by operation of law, any reorganization or consolidation of Customer, any transaction(s) which results in the equity holders of Customer immediately prior to the transaction(s), not beneficially owning (directly or indirectly) more than fifty and one-tenth percent (50.1%) immediately after the transaction(s) of the equity or voting interests of Customer, and any other legal assignment or transfer. Subject to the foregoing, this MLSA and Orders shall be binding on and inure to the benefit of Command Alkon or Customer and their respective successors and permitted assigns.

(k) Independent Contractors. The relationship of the Parties is one of independent contractors and nothing in this MLSA or any Order shall be construed to create a partnership, agency, joint venture or fiduciary relationship between Command Alkon and Customer.

(l) No Construction Against Drafter. Customer has had an opportunity to review and negotiate this MLSA and each Order, and therefore, this MLSA and each Order is the bilateral work product of both Command Alkon and Customer, and any ambiguity, if any, is not to be construed against Command Alkon.

(m) Internet Risks; Infrastructure. Customer acknowledges that there are risks inherent in maintaining the Customer Data in a remote server and software network ("**Cloud-Based**") environment, including the risk of hacking or other unauthorized third party access to the Customer Data, and Command Alkon is not responsible to Customer for any unauthorized access to Customer Data or the unauthorized use of the Services. Customer acknowledges that, in order to provide the Services hereunder (including the SaaS Services), Command Alkon will use networking and communication infrastructure and services that are not under Command Alkon's control (collectively, "**Infrastructure**") and will, from time to time, use the services of third-party providers and licensors ("**Third-Party Providers**"). Command Alkon's ability to provide the Services will depend on the provision and availability of such Infrastructure and/or services and support by a Third-Party Provider, and Command Alkon is not responsible to Customer under this MLSA or any Orders

thereto for any failure by Command Alkon that is directly or indirectly caused by the unavailability or performance of such Infrastructure or Third-Party Provider service or support. The services and licenses obtained by Command Alkon from any Third-Party Provider, and Customer's use thereof, may be restricted by the terms of such licenses and applicable agreements. Command Alkon is not responsible to Customer hereunder for any failure arising from any actions or inactions of a Third-Party Provider.

(n) Force Majeure. Neither Party shall be liable to the other Party for any delay, failure or inability to perform its obligations (except the obligation to make payment) under this MLSA or any Order or any service level commitments, or any losses arising in connection with the foregoing, due to any cause beyond its reasonable control, including, but not limited to, utility failures, equipment breakdowns, fires, storms, accidents, pandemics, acts of God, acts of war, acts of terrorism, civil unrest, insurrections, strikes, labor shortages, telecommunications or Internet failures, denial of service attacks, or any act or omission of the other Party or its employees, contractors or agents, including any of the foregoing that impacts a Command Alkon subcontractor.

(o) Notices. All notices, approvals, consents and other communications required hereunder shall be in writing and delivered by personal delivery or nationally recognized overnight professional courier (with all fees pre-paid). Any such notice shall be deemed to have been given on the date it is received by the addressee during regular office hours and, if to Customer, at its principal address set forth in this MLSA or Order, as the case may be, or if to Command Alkon at the following address:

Command Alkon Incorporated
Attn: Chief Legal Officer
6750 Crosby Court
Dublin, Ohio 43016
legal@commandalkon.com

or at such other address as that Party may have previously designated for notices, such notice of address change is acceptable to be provided via United States or Canadian postal service or via e-mail to the e-mail address shown in this Section 20(o), if to Command Alkon, or to an e-mail address Command Alkon has on file for Customer.

(p) Attorneys' Fees and Costs. If either party should default under the terms of this MLSA, the non-defaulting party shall have the right to enforce the terms hereof, including recovering from the defaulting party the costs and reasonable attorneys' fees associated with enforcing the terms hereof.

(q) Counterparts. This MLSA may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signed copy of this MLSA executed and/or delivered by facsimile, e-mail or other means of electronic transmission, including by means of DocuSign, SignNow,

AdobeSign, IntelAgree or similar software, shall be deemed to have the same legal effect as delivery of an original signed copy of this MLSA.

(r) Language. The Customer confirms that to the extent it has been provided with both an English and French version of this MLSA, or any ancillary agreement (including an Order), it confirms its agreement to be bound by the English version of these documents and agrees that in case of any discrepancies between the two versions, the English version shall govern.

(s) Authority. Customer represents and warrants that (i) it has the authority to execute this MLSA and any Order to which it is a party and to bind Customer thereunder; (ii) by executing this MLSA, Customer is bound to the terms of the MLSA and (iii) the person executing this MLSA is authorized to bind Customer hereto.

[END OF MASTER LICENSE AND SERVICES AGREEMENT]