Fabric Data, Inc.
Software License Agreement

This Software License Agreement (the "Agreement"), together with one or more Statement(s) of Work (as defined below), establishes an agreement by and between Fabric Data, Inc., a Delaware corporation ("Fabric") and you or the entity you represent ("Customer"). This Agreement takes effect when you purchase the SaaS service Studio (the "Effective Date"). You represent that you have the legal authority to bind the entity you represent or to otherwise enter into this agreement.

1. **Definitions.** Capitalized terms in this Agreement not defined in any Statement of Work or elsewhere in this Agreement shall have the meanings set forth in Appendix A attached hereto.

2. **Provision of SaaS Services; License.**

(a) SaaS Services. Fabric will provide Customer online access to the components of the Platform specified herein and in any Statement of Work, and the Documentation via a Customer-provided Internet browser (the "*SaaS Services*"). The Platform will be hosted on a server that is owned and administered by Amazon Web Services (or any other similarly reputable third-party designee of Fabric) (the "*Hosting Provider*") and maintained by Fabric. Subject to the terms and conditions of this Agreement, Fabric hereby grants to Customer a non-exclusive, non-sublicensable and non-transferable (except as expressly described in this Agreement), limited license to access, and to grant Authorized Users access to, the SaaS Services for use in accordance with the Documentation by the maximum number of Authorized Users indicated herein, solely for Customer's own internal business use and benefit.

(b) Modification of SaaS Services or Platform. Fabric may periodically modify the features, components and functionality of the SaaS Services or the Platform from time to time. Fabric will use commercially reasonable efforts to provide Customer at least twenty-four (24) hours advance notice of any modification of the SaaS Services or the Platform; provided that no such modification will result in a material decrease in the functionality of, or materially negatively affect Customer's use of, or ability to access, the SaaS Services or the Platform.

(c) Reservation of Rights. This Agreement grants Customer only the right to use the SaaS Services as set forth herein and does not convey any other rights or ownership to Customer. All rights not expressly granted herein are reserved by Fabric.

(d) Restrictions. Customer may not use the SaaS Services, the Platform or the Documentation, except as expressly set forth in Section 2(a). Customer shall not, and shall not knowingly permit any third party to, (i) copy, modify, duplicate, or create derivative works of the SaaS Services, the Platform or the Documentation and/or any component thereof; (ii) access, use, distribute, sell, transfer, encumber, sublicense, rent, loan, lend or lease the SaaS Services, the Platform and/or any component thereof to any third party; (iii) reverse engineer, decompile, disassemble or otherwise attempt to discover or directly access the source code or any underlying ideas or algorithms of any portions of the SaaS Services, the Platform and/or any component thereof, except to the extent permitted by applicable law; (iv) provide access to the SaaS Services or the Platform to any person in excess of the maximum number of Authorized Users specified herein and in any Statement of Work; (v) provide temporary access to the SaaS Services or the Platform to any other party that is not an Authorized User; or (vi) use the SaaS Services or the Platform to provide any time sharing service, service bureau, network or any other services for revenue generating purposes.

(e) Cooperation. Customer shall cause its employees and Authorized Users to comply with this Section 2.

3. **Maintenance and Support Services.**

(a) <u>Updates and Upgrades</u>. During the Term, Fabric will make all Updates and Upgrades to the Platform available to Customer, at no additional expense unless provided in connection with Additional Services (as defined below).

(b) <u>Training</u>. Fabric will provide training related to implementation and use of the SaaS Services as set forth in the initial Statement Work attached hereto as Exhibit A (the ***"Initial Statement of Work"***). Customer shall reimburse Fabric for all pre-approved (at Customer's discretion) reasonable travel and related expenses incurred in providing in-person training, subject to the terms of any Statement of Work.

(c) <u>Service Availability</u>. The SaaS Services will be made available to Customer on a 24/7 basis in accordance with, and subject to the terms of, the Service Level Agreement attached hereto as <u>Exhibit C</u>.

(d) <u>Maintenance and Support Services.</u> Unless otherwise specified in <u>Exhibit C</u>, Fabric will provide the following maintenance and support services with respect to the SaaS Services ("***Maintenance and Support Services***"):

(1) Telephone support between the hours of 1:00 A.M. and 4:30 P.M., (Pacific Time), and 9:00 Monday through Friday, except nationally recognized holidays in the United Kingdom and the United States (the "***Support Hours***").

(2) Commercially reasonable efforts to respond within 24 hours of a Support Issue (as defined below) reported to Fabric during the Support Hours; and

(3) Commercially reasonable efforts to correct reported errors or failures that impair Customer access to the SaaS Services (each, a "***Support Issue***").

This Agreement does not obligate Fabric to render any maintenance or support services that are not expressly required to be provided by Fabric in this Agreement including, but not limited to, data conversion, program modification and enhancement.

4. **Additional Services.** Customer may, from time to time, request Fabric to provide custom development, hosting, consulting, maintenance and support or other services, other than Maintenance and Support Services ("***Additional Services***"), which Additional Services shall be deemed SaaS Services hereunder. The terms of Fabric's performance of such Additional Services shall be set forth in a statement of work signed by the parties (each such statement of work, together with the Initial Statement of Work, a "***Statement of Work***").

5. **Customer Obligations**.

(a) <u>Authorized Users</u>. Upon Fabric's reasonable request from time to time, Customer shall provide Fabric a copy of an accurate list of Authorized Users. Fabric reserves the right to review Customer's list and, upon receiving verification from Customer, invoice for any additional Authorized Users found during the review process.

(b) <u>Customer Equipment</u>. Customer is responsible for all services (other than the SaaS Services and Additional Services), equipment and facilities (including, without limitation, all hardware, telecommunications equipment, connectivity, cabling and software) required to access and use the SaaS Services.

(c) <u>Security; Authentication</u>. Customer acknowledges and agrees that it will be solely

responsible for the security and use of Customer's and each Authorized User's access credentials.

6.   Fees and Payments.

(a)   Setup and Configuration Fee.   Customer shall pay Fabric a one-time setup and Configuration Fee (the "***Setup and Configuration Fee***") as described in the Initial Statement of Work.

(b)   Monthly User License Fees.   Subject to the terms and pricing attached hereto as Exhibit B, Customer shall pay to Fabric monthly user license fees associated with accessing the SaaS Services ("***Monthly User License Fees***").

(c)   Additional Services Fees.   Customer shall pay to Fabric fees for Additional Services provided by Fabric pursuant to a Statement of Work in the amount specified in such Statement of Work ("***Additional Services Fees***").

(d)   Invoicing and Payment Terms.   Fabric shall invoice Customer on a monthly basis for all Fees payable hereunder and all such Fees are due and payable within thirty (30) days of receipt of invoice. All payments will be made in U.S. dollars to Fabric at the address specified herein, or such other address that Fabric may designate in writing from time to time.

(e)   Taxes.   Customer shall be responsible for all applicable taxes (including sales, use and value added taxes) arising out of this Agreement, other than taxes based upon Fabric's personal property ownership or net income.   In the event that Fabric pays any taxes on behalf of Customer, Customer shall reimburse Fabric for such taxes, including any penalties and interest and any costs associated with collection, pursuant to Section 6(d) above.

(f)   Late Payment.   Any payment that is not paid when due shall, in addition to all other available remedies, bear interest at a rate of one percent (1%) per month, or the maximum rate permitted by law (whichever is less), for the number of days payment is delinquent. In addition to all other available remedies, late payment may result in interruption or suspension of the SaaS Services.

7.   Data and Ownership.

(a)   Customer Data.   As between Fabric and Customer, Customer shall retain any and all right, title and interest in and to data and information submitted by Customer (or Authorized Users) through the Platform while using the SaaS Services (collectively, "***Customer Data***") and all intellectual property and proprietary rights (if any) recognized anywhere in the world, now or in the future ("***Proprietary Rights***") therein or thereto.   This Agreement grants Fabric only the rights to use the Customer Data as set forth in this Section 7(a), and does not convey any other rights in or to, or any ownership of, the Customer Data. Customer hereby grants to Fabric a limited, non-exclusive, non-sublicensable (except to the Hosting Provider) and non-transferable worldwide license during the Term to transmit the Customer Data through, and provide the Customer Data on, the Platform for the sole purpose of performing Fabric's obligations under this Agreement, and Fabric will not use or access the Customer Data except to the extent necessary to perform such obligations.

(b)   Fabric Data.   Fabric collects data and information regarding use of the Platform and the SaaS Services, regardless of whether such data or information was generated by the SaaS Services or the Platform, or as a result of use of the SaaS Services or the Platform by Customer (or Authorized Users) ("***Fabric Data***").   Fabric does not collect, and "***Fabric Data***" does not include, any Customer Data or any personally identifiable information (i.e., information that can be used, on its own or in combination with other data, to identify a specific individual).   Customer acknowledges and agrees that (i) as between Fabric and Customer, Fabric Data is the sole and exclusive property of Fabric; and (ii) Fabric shall be entitled to use, reproduce, adapt, combine with other data, edit, re-format, generate, store and disclose any and all

Fabric Data for any purpose without any obligation to Customer.

(c)   Fabric Intellectual Property. As between the parties, the SaaS Services, the Platform and the Documentation and all Proprietary Rights embodied therein (collectively, the "*Fabric Intellectual Property*") shall remain the sole and exclusive property of Fabric. In addition, Fabric shall own any and all (i) information, data and feedback concerning use or operation of the SaaS Services or the Platform and not containing any Customer Data, and (ii) any and all modifications, design changes, features and improvements to the SaaS Services or the Platform, excluding that portion that contains Customer Data (collectively, "*Feedback*") and Fabric shall have the right to use any and all Feedback. Nothing in this Section 7(c) shall grant to Customer any ownership right or title of any kind in or to any Fabric Intellectual Property or Feedback.

8.   Term and Termination.

(a)   Term. This Agreement shall commence on the Effective Date and continue on an annual basis (the "*Term*") unless terminated earlier in accordance with this Agreement.

(b)   Termination.

(1)   This Agreement may be terminated by either party at any time, for any reason or no reason, by giving ninety (90) days written notice of termination; provided that all Fees that are due and payable hereunder have been paid to Fabric as of the date of such termination.

(2)   This Agreement may be terminated by either party in the event the other party breaches any provision of this Agreement and fails to completely cure the breach within thirty (30) days following written notice of the breach; provided, however, there shall be no cure period in the event of either party's breach of any of its obligations in Section 12, and the non-breaching party in such instance shall have the right to terminate this Agreement immediately upon written notice.

(c)   Effect of Termination. Upon expiration or any termination of this Agreement, all rights and licenses granted to either party under this Agreement shall immediately terminate and revert to the licensing party, Fabric shall cease all use and refrain from further use of the Customer Data, and Customer shall cease all use and refrain from further use of the SaaS Services and the Platform. Further, each party shall, within five (5) days following the date of expiration or termination, return or destroy, at the other party's direction, all Confidential Information in its possession or control. In addition, to the extent any Fees for services performed through the date of such termination are due and payable as of such expiration or termination, Customer shall promptly deliver to Fabric outstanding payments in accordance with Section 6(d).

(d)   No Liability for Termination. Neither party shall incur any liability whatsoever for any damage, loss or expenses of any kind suffered or incurred by the other party solely arising from or incident to any termination of this Agreement by such party that complies with this Agreement, whether or not such party is aware of any such damage, loss or expenses.

(e)   Survival.   All accrued rights to payment and each party's rights and obligations under Sections 7, 8(c), 8(d), 8(e), 9, 10, 11, 12, 13, 14 and 15 shall survive the expiration and any termination of this Agreement.

9.   Representations and Warranties; Warranty Disclaimer.

(a)   Authority. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement and perform its obligations hereunder; and (ii) the execution, delivery and performance of this Agreement

by such party does not conflict with any agreement to which it is a party or by which it may be bound, nor violate any law or regulation or order of any court, governmental body or administrative agency.

(b) <u>By Fabric</u>. Fabric represents and warrants to Customer that: (i) the SaaS Services will perform substantially in accordance with the Documentation, specifications set forth in any Statement of Work, and any other applicable documentation provided to Customer; and (ii) the Maintenance and Support Services will be performed in a professional and workmanlike manner, at least in accordance with industry standards. These warranties extend only to Customer.

(c) <u>Warranty Disclaimer</u>. EXCEPT AS EXPRESSLY SET FORTH IN <u>SECTION 9(b)</u>:

i. THE SAAS SERVICES, THE PLATFORM, AND ALL OTHER PRODUCTS AND SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED;

ii. FABRIC DISCLAIMS ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF SATISFACTORY QUALITY, CONDITION OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT;

iii. FABRIC DOES NOT WARRANT THAT THE SAAS SERVICES OR THE PLATFORM WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE SAAS SERVICES OR THE PLATFORM WILL OPERATE UNINTERRUPTED, TIMELY, COMPLETELY SECURE OR ERROR-FREE, THAT ANY ERROR IN THE SAAS SERVICES OR THE PLATFORM WILL BE CORRECTED, THAT THE PLATFORM OR THE SAAS SERVICES ARE NOT SUSCEPTIBLE TO INTRUSION, ATTACK OR COMPUTER VIRUS INFECTION OR THAT THE CUSTOMER DATA WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED;

iv. FABRIC DOES NOT CHECK OR REVIEW ANY OF THE DATA PROVIDED TO US, INCLUDING CUSTOMER DATA, IN ANY RESPECT (INCLUDING FOR ACCURACY, CORRECTNESS OR COMPLETENESS). CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THE ACCURACY, CORRECTNESS AND COMPLETENESS OF CUSTOMER DATA.

2. TO THE EXTENT FABRIC MAY NOT, AS A MATTER OF APPLICABLE LAW, DISCLAIM ANY OF THE WARRANTIES SET FORTH HEREIN, THE SCOPE AND DURATION OF SUCH WARRANTY SHALL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

10. **Indemnification.**

(a) <u>Fabric Indemnification</u>. Subject to the limitations set forth in <u>Section 11</u> below, Fabric agrees to defend, indemnify and hold Customer harmless from all liabilities, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees) that Customer incurs directly resulting from any third party claim, action, suit or proceeding and amounts paid in settlement thereof alleging that the SaaS Services and/or the Platform, as used in compliance with this Agreement, constitutes an infringement of a United States copyright or trademark or a misappropriation of trade secrets (each, a "***Claim***"). Notwithstanding the foregoing, Fabric shall have no obligation to Customer under this <u>Section 10(a)</u> to the extent any Claim arises from (i) Customer's breach of this Agreement or any Authorized User's violation of the terms of use or any other agreement governing such Authorized User's use of the SaaS Services and/or the Platform; (ii) any work developed as an Additional Service pursuant to instructions, requirements or specifications provided by Customer; (iii) continued use of the SaaS Services and/or the Platform by Customer or an Authorized User after Fabric has notified Customer in writing of the Claim; (iv) any infringement which is incidental to the SaaS Services and/or the Platform and does not result primarily from the use of the SaaS Services and/or the Platform; (v) any modification of the SaaS Services and/or the Platform by anyone other than Fabric; or (vi) the combination, operation or use of the SaaS Services

and/or the Platform with any products, processes, hardware, software or materials not provided by Fabric. THE FOREGOING STATES THE SOLE AND EXCLUSIVE LIABILITY OF FABRIC FOR ANY INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS BY THE PLATFORM OR THE SAAS SERVICES AND IS PROVIDED IN LIEU OF ANY WARRANTY OF NON-INFRINGEMENT.

(b)   Suspected Infringement.   In addition to its obligations in Section 10(a), if Fabric determines, in its reasonable judgment, that the SaaS Services and/or the Platform, or any portion thereof, violates or infringes any third party's intellectual property rights, Fabric may, at its sole option and expense, either (i) procure for Customer the right to continue use of the SaaS Services and/or the Platform as licensed herein; (ii) replace the suspected infringing portion(s) of the SaaS Services and/or the Platform with a non-infringing substitute, which will then be subject to the terms and conditions of this Agreement; or (iii) exercise commercially reasonable efforts to modify the suspected infringing portion(s) of the SaaS Services and/or the Platform to make it non-infringing. If Fabric is unable to affect any of the foregoing actions under commercially reasonable terms and if Fabric is unable to avoid the suspected violation or infringement despite its exercise of commercially reasonable efforts, then Fabric shall have the right to terminate the license granted hereunder with respect to such suspected infringing portion(s) of the SaaS Services and/or the Platform without any further obligation or liability to Customer.

(c)   Customer Indemnification. Customer agrees to defend, indemnify and hold Fabric and its Affiliates, and their respective directors, officers, managers, members, employees, contractors and agents, harmless from all judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees) that Fabric incurs resulting from any third party claim, action, suit or proceeding and amounts paid in settlement thereof arising from or related to (i) any breach or alleged breach by Customer of this Agreement; (ii) any violation by an Authorized User the terms of use or any other agreement governing such Authorized User's use of the SaaS Services and/or the Platform; or (iii) any inaccuracy, incorrectness or incompleteness in the Customer Data provided by Customer.

(d)   Indemnification Procedure. A party entitled to indemnification pursuant to this Section 10 (the "**Indemnified Party**") shall (i) notify the other party (the "**Indemnifying Party**") in writing within thirty (30) days of receipt of notice of any claim, action, suit or proceeding subject to the Indemnifying Party's indemnity hereunder; (ii) provide the Indemnifying Party with all information within the Indemnified Party's possession related to the defense of such suit and shall reasonably cooperate with the Indemnifying Party and its attorneys in the investigation, trial and defense of such claim(s); and (iii) permit the Indemnifying Party to take control of the defense and investigation of such claim(s); provided, however, the Indemnifying Party shall not settle or compromise any claim or action in a manner that imposes restrictions or obligations on the Indemnified Party or requires any financial payment by the Indemnified Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld.

11.   Limitation of Liability.

(a)   TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FABRIC HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OF, OR INABILITY TO USE, THE SAAS SERVICES AND/OR THE PLATFORM UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY, INCLUDING TORT, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, BREACH OF CONTRACT OR BREACH OF WARRANTY, FOR:

i.   ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OR CORRUPTION OF DATA, LOST BUSINESS OPPORTUNITY OR PROFITS, OR LOSS OF OR DAMAGE TO GOODWILL, EVEN IF FABRIC KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; OR

ii.   THE COST OF PROCURING SUBSTITUTE GOODS, SERVICES, TECHNOLOGY OR

RIGHTS.

(b)   WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FABRIC'S LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO FABRIC HEREUNDER WITHIN THE SIX (6) MONTH PERIOD PRIOR TO THE DATE THE CAUSE OF ACTION GIVING RISE TO LIABILITY AROSE.

3.   THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

12.   Confidentiality.

(a)   <u>Nondisclosure and Use Restrictions</u>. Each party shall hold and maintain all Confidential Information in strict confidence and shall not divulge such Confidential Information except to its officers, directors, employees, agents or independent contractors, and in the case of Customer, its parents, subsidiaries and Affiliates and their respective officers, directors, shareholders, employees, agents or independent contractors, on a "need to know" basis, nor use any Confidential Information except as expressly permitted in this Agreement. Each party shall use the same precautions to prevent disclosure of Confidential Information to third parties as it uses with respect to its own confidential information, but in no case less than a reasonable degree of care.

(b)   <u>Exceptions</u>. The restrictions set forth in <u>Section 12(a)</u> shall not apply with respect to any information to the extent that such information: (i) is already known by the receiving party at time of disclosure without confidentiality obligations; (ii) becomes, through no act or fault of the receiving party, publicly known; (iii) was provided to the receiving party from a third party without confidentiality obligations to the disclosing party; (iv) is independently developed by the receiving party without any breach of this Agreement; or (v) is required to be disclosed by a court or governmental agency pursuant to a statute, regulation or valid court order; provided, to the extent permitted by applicable law, the receiving party first notifies the disclosing party of such requirement, and shall reasonably cooperate with the disclosing party (at no cost to the disclosing party), so that the disclosing party may in its discretion seek an appropriate protective order or other confidential treatment. Each party agrees that any disclosure of any of the information in violation of this <u>Section 12(b)</u> shall constitute a material breach of this Agreement and shall entitle the non-breaching party to seek injunctive relief.

(c)   <u>Return of Information</u>. Upon the earlier of either party's request or the expiration or termination of this Agreement, each party shall promptly return or destroy, as directed by the other party, all Confidential Information and related materials in its possession or control, and shall so certify to the other party in writing, and shall discontinue all further use of the Confidential Information.

(d)   <u>Publicity</u>. Except as required by law or to comply with the request of a governmental entity, neither party will use the other party's name, trademarks, service marks, logos or other identifiers (collectively, "***Trademarks***"), or otherwise make any reference to the other party or its Trademarks in any manner; provided, however, that Customer agrees to allow Fabric to use Customer's name and logo on Fabric's website, subject to Customer's prior written approval in each instance.

(e)   <u>Non Disclosure of this Agreement</u>. The parties shall keep the terms, amounts and facts of this Agreement completely confidential and shall not disclose any information concerning this Agreement

or the Services to anyone except each party's officers, directors, attorneys or accountants, and in the case of Customer, its parents, subsidiaries and Affiliates and their respective officers, directors, and shareholders, including, without limitation, any past, present, or prospective employees of each party, except, in each case, as may be required by law or as permitted in writing by the other party or on a "need-to-know" basis with respect to performance of this Agreement.

(f)   This Section 12 shall survive the expiration or termination of this Agreement for a period of three (3) years.

13.   United States Government Restricted Rights. If Customer is, or is entering into this Agreement on behalf of, any agency or instrumentality of the United States Government, each of the SaaS Services and the Platform is "commercial computer software" and "commercial computer software documentation," and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, Customer's use, reproduction, and disclosure of the SaaS Services and the Platform are governed by the terms of this Agreement.

14.   **Arbitration**. Any dispute with respect to or arising out of or in connection with, or otherwise related to the execution or performance of, this Agreement shall be submitted to binding, confidential arbitration, held in Los Angeles, California. The arbitration proceedings shall be conducted before one (1) arbitrator in accordance with the Streamlined Arbitration Rules and Procedures of JAMS in effect at the time. The arbitrator shall have no power or authority to amend or disregard any provision of this Agreement. The arbitrator's decision may be entered in any court of competent jurisdiction and shall be final and binding, and each party expressly waives its right to an appeal and/or jury trial. Notwithstanding anything in this Section 14 or otherwise, either party may institute an action in a court of competent jurisdiction for injunctive or other equitable relief and/or a decree for specific performance pending final resolution by arbitration.

15.   General.

(a)   Claim Limitation Period. Any action or claim against either party arising out of or related to the Agreement must be instituted within one (1) year otherwise Customer will be deemed to have waived such claim.

(b)   Relationship of the Parties. The parties are independent contractors. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Each party shall be solely responsible for any claims, damages or lawsuits arising out of its acts or those of its employees, independent contractors or agents or any of them.

(c)   Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier with tracking capabilities, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested, to the addresses set forth below. Notice of a change of address shall be given by written notice in the manner detailed in this Section 14(b).

If to Fabric:
Fabric Data Inc. (Fabric)
Attn: Robert Delf
11111 Santa Monica Blvd. Suite 2250
Los Angeles, CA 90025

If to Customer:
(your email provided upon purchase of SaaS service)

(d)   <u>Injunctive Relief</u>. Each party acknowledges and agrees that the other party may experience extreme difficulty in attempting to prove the actual amount of its damages as a result of the other party's breach of this Agreement including, without limitation, breach of the representations, warranties or covenants set forth in <u>Section 12</u>. Therefore, in the event of such breach, in addition to any other remedy available at law or in equity, each party shall be entitled to an order of specific performance and injunctive relief from any court of competent jurisdiction without necessity of proving the amount of any actual damages from such breach and without the requirement of posting a bond or other form of security.

(e)   <u>Attorneys' Fees</u>. The prevailing party in any legal action or proceeding instituted under or related to this Agreement shall, in addition to all other remedies, be entitled to reasonable costs, expenses and attorneys' fees it incurred in connection with such action or proceeding.

(f)   <u>Assignment</u>. Neither party may assign this Agreement, or delegate any of its obligations under this Agreement, without the other party's prior written consent and any purported assignment without such consent shall be null and void; provided, however, that either party may assign this Agreement (i) to an Affiliate, (ii) to an acquirer in connection with any merger, consolidation, or sale of all or substantially of the party's assets, or (iii) in connection with any transaction or series of transactions resulting in a change of control of the party.

(g)   <u>Governing Law; Dispute Resolution</u>. This Agreement shall be governed by and construed under the laws of the State of California, without regard to its conflicts of law principles. Except as provided in <u>Section 14</u>, each party expressly agrees that any action relating to this Agreement shall exclusively be brought in the state and federal courts located in the County of Los Angeles, California, and each party irrevocably consents to the jurisdiction of such courts. Each party expressly waives any objection that it may have based on improper venue or forum non conveniens to the conduct of any such suit or action in any such court.

(h)   <u>Order of Precedence</u>. In the event of a conflict between this Agreement and the terms of any Statement of Work, the terms of the Statement of Work, as the case may be, shall control.

(i)   <u>Severability</u>. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect and enforceable.

(j)   <u>Amendments</u>. No amendment, modification or supplement to this Agreement shall be binding, unless it is in writing and signed by both Fabric and Customer.

(k)   <u>Waiver</u>. The waiver by either party of any breach or failure to require performance by the other party shall not constitute the waiver of any other or subsequent breach or diminish the right to require such performance in the future.

(l)   <u>No Third-Party Beneficiaries</u>. Nothing express or implied in this Agreement is intended to confer, or confers, upon any Authorized User or any other person or entity other than the parties and any respective successors or permitted assigns of the parties, any rights, obligations, or remedies hereunder (whether as a third-party beneficiary or otherwise).

(m)   <u>Force Majeure</u>. Neither party shall be liable for non-performance or delay in performance (other than of payment and confidentiality obligations) caused by failures resulting from fires, natural disasters, war, government acts, acts of God or other similar occurrences beyond the control of such party (a "***Force Majeure Event***").

(n)   <u>Headings; Construction</u>. Headings and captions are for convenience only and are not to be used in the interpretation of this Agreement. Each party agrees that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(o)   <u>Entire Agreement</u>. This Agreement, together with all Statements of Work, constitutes the complete and exclusive statement of the agreement between the parties relating to the subject matter hereof and all prior or contemporaneous communications, understandings and agreements of the parties relating to the same subject matter are merged in, and superseded by, this Agreement.

Appendix A

Definitions

"***Additional Services***" has the meaning set forth in <u>Section 4</u>.

"***Additional Services Fees***" has the meaning set forth in <u>Section 6(c)</u>.

"***Affiliate***" means any business entity that directly or indirectly controls, is controlled by, or is under common control with either party. A business entity shall be deemed to "control" another business entity if (a) it owns, directly or indirectly, at least fifty percent (50%) of the issued and outstanding voting securities, capital stock, or other comparable equity or ownership interest of such business entity, or (b) it has the de facto ability to control or direct the management of such business entity.

"***Agreement***" means, collectively, this Agreement and all Statements of Work.

"***Authorized User(s)***" means an administrator of Customer, whether an employee, agent or independent contractor of Customer, who is authorized by Customer to administer the SaaS Services and/or Customer's use thereof.

"***Confidential Information***" means all inventions, confidential or proprietary information and trade secrets the receiving party develops, learns or obtains during the Term pertaining to the business or operations of the disclosing party, which information is not generally known in the relevant trade or industry including, without limitation, information concerning the disclosing party's products, services, systems, software, finances (including prices, costs and revenues), marketing plans, programs, methods of operation, prospective and existing contracts, other business arrangements or business plans, procedures, strategies (including acquisition strategies), customer lists, referral sources, other information concerning the disclosing party's practices or procedures. Confidential Information of Fabric includes, without limitation, any inventions, code, or technology incorporated within the SaaS Services or the Platform; Confidential Information of Customer includes, without limitation, all Customer Data; and Confidential Information of each party includes the terms and conditions of this Agreement.

"***Customer Data***" has the meaning set forth in <u>Section 7(a)</u>.

"***Documentation***" means user manuals and other written materials provided by Fabric to Customer from time to time relating to the use and operation of the SaaS Services.

"***Effective Date***" means the date specified in the Agreement as the "Effective Date."

"***Feedback***" has the meaning set forth in <u>Section 7(c)</u>.

"***Fees***" means, collectively, the Setup and Configuration Fee, the Monthly User License Fees and Additional Services Fees (if any).

"***Force Majeure Event***" has the meaning set forth in <u>Section 15(m)</u>.

"***Indemnified Party***" has the meaning set forth in <u>Section 10(d)</u>.

"***Indemnifying Party***" has the meaning set forth in <u>Section 10(d)</u>.

"***Maintenance and Support Services***" means the maintenance and support services specified in <u>Section 3(d)</u>.

"***Platform***" means Fabric's proprietary Web-based software platform for contract management, including all Updates and Upgrades thereto made available to Customer pursuant to this Agreement.

"***Proprietary Rights***" has the meaning set forth in Section 7(a).

"***Fabric Data***" has the meaning set forth in Section 7(b).

"***Fabric Intellectual Property***" has the meaning set forth in Section 7(c).

"***SaaS Services***" has the meaning set forth in Section 2(a).

"***Setup and Configuration Fee***" has the meaning set forth in Section 6(a).

"***Support Hours***" has the meaning set forth in Section 3(d)(1).

"***Support Issue***" has the meaning set forth in Section 3(d)(3).

"***Term***" has the meaning set forth in Section 8(a).

"***Updates***" means any update, bug fix, patch or correction of the Platform that Fabric makes generally available to its third-party Customers, excluding Upgrades.

"***Upgrade***" means any update of the Platform, such as bug fixes, platform updates, and major product enhancements and/or new features that Fabric makes commercially available and does not market separately to other customers for an additional fee.

"***Statement of Work***" has the meaning set forth in Section 4.

Exhibit A

Statement of Work

Not Applicable

Exhibit B

Platform Fees

(d)   **Fabric Platform Fees - as shown in AWS Marketplace**

Monthly User License Fees:

- The per user costs start at the beginning of implementation
- This monthly cost is for licensing the Fabric software and it is also inclusive of all 3rd party licenses (i.e. database, server), as well as any hosting expenses.

Exhibit C

Service Level Agreement

Purpose

The purpose of this document is to define the Service Level Agreement (SLA) for the maintenance and support of the Fabric Application Service ("Service"). Service Level Agreements are used as a tool to measure and guide Fabric and Customer in achieving the goals for effective service delivery of all licensed applications ("Software") to the Customer. Fabric is providing Customer with the ability to access the Software in a hosted environment. Fabric may choose to work with other Internet or Application Server service providers in providing its Service to Customer.

Platform Support

Support will be provided by the Fabric technical support team and include:

- Application Administration - Software deployment and software updates (patches, upgrades, support, and maintenance);
- Service Management - Client activation, security monitoring, change control, problem management, and escalation procedures;
- System Administration - System configuration, deployment, support, monitoring, response, repair, tuning and capacity planning;
- Data backup and retention - Backups of Customer data;
- Service Desk - General operational queries, how-to guides, walkthrough and training videos;
- Network Administration - Network provisioning, monitoring, response, repair, security, utilization management and capacity planning.

Customer is responsible for purchase and maintenance of its own equipment, hardware and access, including but not limited to network and data connection, to establish a connection to the Internet. Customer is also responsible for adherence to the Fabric Application Requirements Guidelines.

Technical Support will include:

- Software maintenance;
- Bug fixes & issue resolution;
- Software upgrades & performance enhancements;
- Platform maintenance.

Support is provided in line with the number of users specified within the Licensing Agreement, additional Support resources may need to be added to this agreement if the number of platform users increases. Support resources are available GMT Monday - Friday Office Hours, and accessible via phone, slack / teams channel, service desk or in person if located within the client office. For urgent support out of Office Hours, the Fabric Customer Service Desk Application is monitored 24/7/365.

Server, Performance & Support Timings

All application environments are physically located in Tier 1 Enterprise Class Data Centers. The system uptime service level agreement is 99.9%, the priority and response classifications are presented below:

Priority Level	Summary
P-0	Critical - The service is down & completely unavailable. Example - Nobody can login to the system.
P-1	Urgent - A critical function of the service is not operational in the Production environment and overall use of the Service is severely impeded.

	Example - Multiple users cannot login or view records.
P-2	High - A major function of the service is not operational in the Production environment but overall use of the services is not impeded. Example - Multiple users are reporting system instability of a similar nature and can be consistently replicated.
P-3	Medium - A minor function of the service is not operational in the Production environment for multiple end users and the issue can be resolved in the next scheduled release. Example - Multiple users are reporting issues with records and can be consistently replicated.
P-4	Low - A minor problem with the service is reported by Customer and a satisfactory workaround exists or the problem does not materially impact production. Example - Multiple users reporting issues with records but cannot be replicated.

Fabric ensures that Customer data is protected with physical security, data encryption, user authentication, application security, and more. Specific measures include:

- All servers are located behind the firewall with only essential ports enabled;
- All firewalls have Intrusion Detection enabled;
- All Customer data is stored in separate databases;
- 128-bit SSL encryption.

Availability

The following availability will be maintained:

Measurement	Definition	Fabric SLA
Software Availability	The periods of time that the Software is available for use by the Customer not including scheduled downtime.	24 x 7 x 365, 99.9% average over a month not including scheduled downtime.
User Response Time	The time it takes for the Software to complete a user request and return a response.	Because of many external factors involved in this measurement, the response time cannot be specified.
Backups	Customer data as well as application installation backups.	Full database backups are performed every evening between the hours of 1am – 3 am GMT. Two copies of the backups are retained at different server locations on a daily basis. Backup files will be retained for thirty days.
Maximum Restore Age	It is the maximum age of the data should we need to restore production data from backup.	No More than 48 hours.

Response & Escalation Classification

The below timings are measured only during United Kingdom (GMT) Business Hours.

Security Levels	Response Time	Resolution Time	Reporting Level	Progress Reporting Interval
P-0 / P-1	1 Hour	4 Hours	Management	2 Hours
P-2	4 Hours	24 Hours	Management	4 Hours
P-3	1 Day	5 Days	Staff	8 Hours
P-4	2 Days	10 Days	Staff	2 Days

The incident resolution time is the elapsed time from incident response until the time at which the service is operational (though possibly at reduced functionality) whilst an action to identify, obtain, or create and schedule implementation of a permanent fix is underway.

All time periods are provided as estimates only. Whilst the Supplier will use its reasonable commercial endeavors to meet these specified support times, Supplier does not guarantee these times will always be achieved.

Downtime / Maintenance

Fabric reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols:

Item	Description	Commitment
Standard Maintenance Window	Sunday 09:00 - 13:00 GMT	-
Scheduled Maintenance	Routine, scheduled maintenance will be performed inside the maintenance window.	A message will be displayed on the main site stating Fabric will be down.
Non-Scheduled/Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	Customer will be notified immediately, and a message will be displayed on the main site stating Fabric will be down.

Limitations

The SLA expressly excludes the following:

- Training;
- Installation, configuration and technical support for Customer equipment or operating systems;
- Technical support, consultation or problem resolution pertaining to software applications other than those supplied by Fabric and described in this Agreement;
- Resolution of problems resulting from negligence of the system user. Including specifically the incorrect data entry, the use of altered data or source code and the failure to use the Software according to the instructions provided in the user materials;
- Support for development (SDK, Web pages, etc.), integration and custom reports, whether developed by Customer or any party other than Fabric;
- Any alterations or additions, performed by parties other than Fabric, except for programs using product interfaces provided by Fabric;
- Use of the Software on an Operating Environment other than that for which such Software was designed, except as expressly prescribed in the user materials;
- Maintenance and support for non-production environments and sand boxes;
- Data migration.

If Customer requires that a member of Fabric's staff provide services pertaining to any of the above exclusion which are not included as part of the SLA, Customer hereby agrees to pay Fabric for these services according to the daily support service rate then in effect, prorated hourly.