



Software as a Service (“SaaS”) Agreement

This Software as a Service Agreement (“**Agreement**”) dated as of _____, 2026 (“**Effective Date**”) is entered into between Slalom, Inc., a Delaware corporation (“**Slalom**”) and [Customer]. Slalom and Customer may each be referred to individually as a “**Party**” and collectively as the “**Parties**.” The Parties agree as follows:

WHEREAS, Slalom has developed and provides access to a proprietary software-as-a-service platform and related services; and

WHEREAS, Customer desires to procure subscriptions to access and use Slalom's services, and Slalom is willing to grant such access, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions

- 1.1. “Authorized User(s)” means an individual who is authorized by Customer to use an Application, for whom Customer has purchased appropriate access, and to whom Customer (or, when applicable, Slalom at Customer's request) has supplied a user identification and password or other means of access. Authorized Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.
- 1.2. “Application(s)” means the products and related services that are ordered by Customer under Schedule that references this Agreement including the Software, Documentation and Slalom IP.
- 1.3. “Confidential Information” shall have the meaning given in Section 6.2.
- 1.4. “Customer Systems” means Customer's systems and infrastructure, including user credentialing and Secure Sign-On (SSO), integration into Customer's payment processing systems, and integration into related Application Programming Interface (“API”)s.
- 1.5. “Customer Data” means any and all data and information provided by Customer to Slalom as necessary to Process and/or receive the benefit of the Application and/or Software, as further considered hereunder including but not limited to: Authorized User information, Personal Data and Customer Confidential Information provided to Slalom for the purposes of, and to enable the provisioning of, and Processing for the Application and Services. Customer Data does not include Usage Data.
- 1.6. “Personal Data” means any and all information Processed (as defined herein) by Slalom under this Agreement that relates to personal information of an identifiable individual, such as first and last name, e-mail address, phone number, IP address or payment information.
- 1.7. “Data Event” has the meaning ascribed to it in Section 11.3.
- 1.8. “Disclosing Party” shall have the meaning given in Section 6.1.
- 1.9. “Documentation” means Slalom's user manuals, handbooks, end user documentation, and guides, descriptions, instructions or other materials describe the specifications, operation, functionality or other information regarding and/or provided in relation to the Site, Applications and/or Services (if any).
- 1.10. “Initial Term” shall have the meaning given in Section 5.1.
- 1.11. “License” means Slalom's grant of permission to access and use the Applications, Software, Documentation and Slalom IP on a world-wide, irrevocable, royalty-free, non-transferable (except as otherwise considered hereunder), and non-exclusive basis during the Term.
- 1.12. “Process” or “Processed” means obtaining, recording, holding or storing Customer Data, or carrying out any operation or set of operations on Customer Data, including without limitation, organizing, adapting, altering, retrieving, disclosing, transmitting, disseminating, making available, aligning, combining, blocking, erasing, or destroying Customer Data.
- 1.13. “Services” means the services to be provided by Slalom under this Agreement and any Schedule

including, without limitation, access to, hosting and use of, the Application, Software, Documentation, technical support, maintenance and training.

- 1.14. "Receiving Party" shall have the meaning given in Section 6.1.
- 1.15. "Renewal Term" shall have the meaning given in Section 5.1.
- 1.16. "Representatives" means any officers, employees or representatives of a Receiving Party.
- 1.17. "Schedule" means an ordering document that attaches to this Agreement outlining Customer's License terms, and quantities.
- 1.18. "Slalom IP" means any intellectual property rights or other rights, title, or interest in or to the Application, Software, Documentation, or any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing.
- 1.19. "Software" has the meaning ascribed to it in Section 3.1.
- 1.20. "Subscription Term" means the period of authorized access and use of the Application, Site and/or Services as specified in a Schedule.
- 1.21. "Third Party Claim(s)" means any losses, damages, liabilities, or costs (including reasonable attorneys' fees) resulting from any third-party claim, suit, action, or proceeding.
- 1.22. "Usage Data" means data and information related to Customer's use of the SaaS services, used by Slalom in an aggregated and anonymized manner for billing, service improvement, and analytical purposes.
- 1.23. "Site" mean the hosting environment managed by Slalom where Customer and Authorized Users may access and use the Slalom Application(s) and Services.

2. PARTY RESPONSIBILITIES

- 2.1. Slalom Responsibilities / Dependencies Subject to these terms and conditions and any Schedule that references this Agreement, Slalom will provide a License to the Application(s), Services and Site to Customer and the Authorized Users during the Term of this Agreement and/or the Subscription Term, as further described in the applicable Schedule that references this Agreement.
 - a) The method and means of providing the Application(s), Site and Services shall be under the exclusive control, management, and supervision of Slalom, giving due consideration to the requests of Customer. Except as otherwise specified in a fully executed appending document to this Agreement, the Services (including data storage), shall be provided solely from within the continental United States and on computing and data storage devices residing therein.
 - 1) Development and Test Environments. In addition to production use of the Services, Customer is entitled to one development and one test or non-production environment for use by Customer, and subject to certain charges as outlined hereunder. Slalom shall cooperate with Customer's requests in managing the non-production environments such as refreshing Customer Data upon request.
 - 2) Changes in Functionality. During the term of this Agreement, Slalom shall not materially reduce or eliminate functionality in the Application, Site or Services.
 - a. In the event Slalom materially reduces or eliminates functionality in the Application, Site or Services, Customer at its sole election, without any additional cost, fee or penalty, shall: (i) have the right to immediately terminate this Agreement and be entitled to a return of any unused prepaid fees and (ii) at Customer's election, negotiate in good faith to determine the value of the reduced or eliminated functionality reimburse or credit Customer for any change in the respective fees accordingly.
 - b. In the event Slalom introduces like functionality in new Application, Site or Services, Slalom shall promptly offer such functionality to Customer per the terms of this Agreement, and subject to an additional Schedule mutually signed by both Parties.
 - c. No Effect of Click-Through Terms and Conditions. Slalom shall not include any click through terms and conditions that must be "approved" by Customer or any Authorized

User to access the Application, Site or Services except at the direction of Customer. As between the Parties, this Agreement shall supersede any “click through” similar agreement terms and conditions and such terms shall be null and void and shall have no force or effect on the Application, Site or Services or this Agreement and applicable.

- b) Updates and Upgrades. Slalom may make changes or updates to the Application, Site including infrastructure (such as infrastructure, storage technology, security, technical configurations, hosting facilities within the data center region, etc.).
- c) Support. Support will be provided in a timely and professional manner by qualified personnel in accordance with the terms of this Agreement, the applicable Schedule and applicable Service Level Agreement including as set forth in an Exhibit to an applicable Schedule.
- d) [Reserved].
- e) Insurance. Slalom shall obtain and maintain for the terms specified therein, the specified insurance as set forth in the Insurance Requirements attached hereto and incorporated herein as “Exhibit 1.”
- f) Background Check. Unless specifically waived by Customer, Slalom shall perform and provide a background check for its employees, resources or subcontractors in accordance with Customer’s Background Check Requirement which may be provided from time to time.”

2.2. Slalom Support Personnel. As further described in a Schedule hereunder, Slalom will provide Customer with remote support teams as necessary to assist with facilitating any Applications and Software during the Term.

2.3. Customer Responsibilities / Dependencies:

- a) On-Site & Remote Access Slalom Personnel. Subject to all Customer security, confidentiality, privacy and safety requirements, Customer agrees to provide Slalom’s personnel with timely remote access to the Customer’s systems and necessary physical access to the Customer’s premises, as reasonably required for the maintenance or support of the Application and Services, including for any agreed-upon pilot or testing phase.
- b) Credentials for Slalom Personnel. Customer is responsible for obtaining and maintaining all necessary equipment, network connections, and ancillary services needed to connect to, access, and use the Application. Subject to all security, safety, confidentiality and privacy requirements and for the sole purpose of providing the Application(s), Site and Services provided under this Agreement, Customer agrees to provide Slalom personnel with all necessary security credentials, passwords, and API keys (e.g., credentials for accessing designated locations, systems, or third-party services) required for Slalom personnel to integrate, implement, or troubleshoot the Application, Site and/or Services.
- c) Customer Systems Integrations. To the extent the Application requires integrations into Customer Systems, Customer is solely responsible for ensuring such integrations with Customer Systems are secure and comply with Customer’s policies and legal requirements. Slalom will provide certain professional services to Customer in accordance with the Professional Services Agreement executed by the Parties dated April 12, 2021..
- d) Customer Data Privacy & Security. Customer acknowledges that certain Personal Data must be shared with Slalom in order to use the Site, Services and/or Application(s). Customer represents and warrants that, and is solely responsible for, ensuring that it has all consents necessary to share Personal Data with Slalom and for such Personal Data to be Processed and stored in the Application for the sole purpose of providing the Application, Site and Services hereunder.
- e) Access to Customer Technical Resources. Customer will make technical resources available during the Subscription Term to the extent needed to troubleshoot or resolve any challenges that arise related to integrations with Customer Systems.

2.4. No Obligations. Nothing in this Agreement shall be construed as creating any obligation on the part of either party to enter into any future commercial agreement for the Application, Site and/or Services.

3. ACCESS TO AND USE OF APPLICATIONS.

3.1. Provision of Access to Applications. Subject to the terms and conditions of this Agreement, Slalom hereby grants and provides to Customer a License to: (a) access and use the Application(s), Site and Services

solely for Customer's internal purposes up to the number of Authorized Users purchased in an applicable Schedule hereunder; and (b) to the extent Slalom provides certain on-premise software in association with, or as necessary to use, the Applications, Site and/or Services considered hereunder and (c) all support, maintenance, technical support, updates, upgrades and versions, of the Application(s) as considered under an applicable Schedule hereunder (collectively, the "**Software**"), Slalom grants Customer and its' Authorized Users a License to use any updates, upgrades and/or versions provided by Slalom hereunder or otherwise made generally available to Slalom's customers. Furthermore, Customer may install and use the Software for Customer's internal business purposes (i) on any of its computers and on more than one computer at a time, and (ii) at any Customer controlled location.

- 3.2. Documentation. Subject to applicable laws, Slalom grants Customer a License to use and make a reasonable number of copies of Documentation relating to the Application and/or Software provided by Slalom to Customer, solely for Customer's internal business purposes.
- 3.3. Use Restrictions. Customer shall not use the Application, Software, or Documentation for any purposes beyond the scope of the access granted in this Agreement. Except as otherwise set forth in this Agreement, and subject to applicable law, Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Application, Software, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, distribute, publish, transfer, or otherwise make available the Application, Software, or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Application, in whole or in part; (iv) remove any proprietary notices from the Application, Software or Documentation; (v) use the Application, Software, or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) use Application to build a competitive product or service; or (vii) perform or disclose any security testing of the Application without Slalom's prior written consent which shall not be unreasonably withheld or delayed.
- 3.4. Reservation of Rights. Slalom reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any rights to Slalom IP.
- 3.5. Customer is responsible and liable for all Authorized Users and all access or use of the Application, Software, and/or Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement.
- 3.6. Transition Assistance. During the Term of this Agreement, Customer may request the transfer and migration the hosting and operation of the Application and Software considered hereunder from Slalom's hosted environment to Customer's own on-premise or self-hosted infrastructure ("Customer Environment"). Before undertaking any transition or migration the Parties will work together in good faith to negotiate a Statement of Work under the Professional Service Agreement for the management and control of Customer's installation and use of the Application and/or Software. If the Parties are unable to come to agreement regarding such agreement, the Parties may mutually agree to terminate this Agreement in its entirety.
- 3.7. Audit. Slalom shall keep accurate and complete accounting records in support of all costs invoiced to Customer in accordance with generally recognized accounting principles and practices. Customer will have the right at any reasonable time or times to examine, audit, and/or reproduce the records, vouchers, and their source documents, which serve as the basis for any compensation under this Agreement. Such documents will be made available to Customer for examination, audit, and/or reproduction for three (3) years after termination or expiration of the Agreement. Upon Customer's request, Slalom shall provide Customer (and any federal or state agency) access to, and the right to examine, audit and copy, all information and records that provide verification of Slalom's compliance with all applicable laws applicable to Slalom in providing the Application, Site and Services.

4. OWNERSHIP / INTELLECTUAL PROPERTY.

- 4.1. Slalom IP. Customer acknowledges that, as between Customer and Slalom, Slalom owns all right, title, and interest, including all intellectual property rights, in and to the Application, Software, and Slalom IP, including any enhancements or updates made thereto.
- 4.2. Customer Systems and Customer Data.

- a) Slalom acknowledges that, as between Slalom and Customer, (i) Customer owns all right, title, and interest, including all intellectual property rights, in and to Customer Data including Personal Data, Customer Systems, Customer Confidential Information and Customer intellectual property; (ii) nothing herein shall grant Slalom or any third party any right, title or interest in or to Customer Data including Personal Data, Customer Systems, Customer Confidential Information and Customer intellectual property; and (iii) Slalom acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data including Personal Data, Customer Systems, Customer Confidential Information and Customer intellectual property not expressly granted by this Agreement and (iv) except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Slalom or any third party, any rights to Customer's intellectual property.
- b) Customer hereby grants to Slalom a non-exclusive limited license to access and use the Customer Data solely for the purposes of and only the extent necessary for providing the Applications, Site and/or Services (as applicable).

4.3. Feedback. Should Customer provide any comments or suggestions regarding the Application ("**Feedback**"), Customer grants Slalom a worldwide, perpetual, fully paid, royalty-free and non-exclusive right to such use such Feedback without any further obligation of attribution or compensation. In no event shall Feedback include any Customer Data including Personal Data, Customer Systems, Customer Confidential Information and/or Customer intellectual property.

5. FEES AND PAYMENT.

5.1. Fees. As consideration for the License and other rights granted hereunder, and Slalom's performance of Services (as applicable), Customer agrees to pay Slalom the Fees specified in the applicable attached to a fully executed Schedule. All fees are quoted and payable in U.S. Dollars unless otherwise agreed upon in writing by both Parties. Fees will be invoiced in advance and in accordance with the relevant Schedule. All undisputed invoiced amounts are due net thirty (30) days from the date of receipt of an invoice.

5.2. Late Payment. Unless otherwise stated, undisputed payment is due within thirty (30) days of the date of receipt of the invoice. Late payments for undisputed amounts may accrue interest at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower, from the due date until paid in full.

5.3. Taxes.

- a) The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes").
- b) Customer is responsible for paying all Taxes it is legally liable to pay as associated with its purchases hereunder. If Slalom has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, Slalom will issue an original invoice to Customer delineating each tax separately and Customer will pay the undisputed amount unless Customer provides Slalom with a valid tax exemption certificate authorized by the appropriate taxing authority.
- c) In the event the reverse-charge mechanism applies, Customer will self assess and remit applicable tax to the respective tax authority as applicable.
- d) For clarity, Slalom is solely responsible for taxes assessable against it based on its income, property and employees or as otherwise designated by an authorized state or federal agency or law, rule or regulation.

5.4. Subscription fees are based on the number of meters at the utility. On or around January 1st of each year of the respective Schedule duration, Slalom and Customer, will meet to discuss any changes to meter counts. Only material (defined as greater than 5%) meter counts changes (either higher or lower) will be processed under a fully executed change order to the respective Schedule, adjusting the quote and costs accordingly. Should the meter count go down, Slalom will issue a one-time credit for the adjustment given Customer is pre-paying the licensing fees for the subscription duration up front otherwise, Slalom will bill Customer for the actual number of meters for each respective month.

5.5. Invoicing.

- a. Slalom shall submit an invoice for all requested payments as follows:

- 1. Electronically to: [accounts payable at customer]
- 2. Slalom may also mail the invoice to the following address:

Accounts Payable

[Customer]
[Address]

- b. It is mandatory that Slalom include the following information on all submitted invoices; failure to include this information on every invoice may delay or prevent payment due to insufficient supplier information.

“[Customer required invoicing information]”

6. TERM & TERMINATION.

6.1. Term.

- a) The term of this Agreement will commence on the Effective Date and will continue in full force and effect until or unless earlier terminated or extended in accordance with this Agreement (the “Term”).
- b) Each Schedule shall become effective only when duly executed by the Parties thereto and continue in force and effect as set forth therein unless and until terminated or expired as provided hereunder or in each Schedule.
- c) Each Schedule may be terminated individually without affecting any other Schedule or this Agreement, but the termination of this Agreement shall immediately terminate any Schedule then in effect without the need for a separate notice to that effect.

6.2. Termination

- a) Termination for Cause. Either Party may terminate this Agreement for cause (i) upon thirty (30) days written notice (or a period of time as otherwise agreed to by both Parties) to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.
- b) Termination for Convenience.
 - a) Customer may terminate the Agreement or any Schedule(s), at any time, for convenience by providing written (email acceptable) notice (“Termination Notice” or “Notice”) indicating the date upon which Slalom must stop providing the Application, Site and Services. Upon receipt of a Termination Notice, Slalom shall stop performance immediately, or as otherwise indicated in the Notice.
 - b) In the event Customer terminates the Agreement or an applicable Schedule pursuant to this Section 6.2(b), Customer shall pay Slalom for any and all services performed and expenses incurred, and furthermore any prepaid fees covering any period after such termination shall be non-refundable and forfeited.

6.3. =Termination Assistance. In the event the Agreement or a Schedule is terminated prior to the end of the respective Schedule, Slalom shall provide whatever termination assistance (including but not limited to, knowledge and documentation transfer, data migration) Customer may request to affect the orderly transfer of information and performance responsibilities with minimal disruption to Customer and/or the new service provider selected by Customer. The Parties will work together in good faith to negotiate a Statement of Work under the Professional Service Agreement to complete any termination assistance requested.

6.4. Surviving Sections. All provisions that by their nature that are intended to survive the termination or expiration of this Agreement shall survive expiration or termination of this Agreement for any reason including Sections 4, 6, 7, 8, and 9 will survive termination or expiration of this Agreement.

7. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

7.1. During the Term of this Agreement and except as otherwise specified herein, for a period of five (5) years after its termination or expiration, each Party (the “**Receiving Party**”) which receives or has access to Confidential Information (as defined below) of the other Party (the “**Disclosing Party**”) shall not use, other than in connection with the provision or receipt of the Services, or disclose to anyone, other than Representatives with a need to know for purposes of this Agreement and who are subject to confidentiality obligations consistent with the terms of this Agreement, any Confidential Information disclosed or made available to the Receiving Party by or on behalf of the Disclosing Party.

- a) Each Party shall be deemed to have met its obligations hereunder if: it keeps and maintains the other Party's Confidential Information (i) in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Agreement; (ii) in accordance with all applicable laws including those to avoid unauthorized access, use, disclosure, or loss and (iii) it treats the other Party's Confidential Information with the same degree of care as it treats its own Confidential Information of like kind, but in no event less than reasonable care and as required in this Agreement.
- b) At the written request of the Disclosing Party and upon the termination or expiration of this Agreement, the Receiving Party shall promptly return to the Disclosing Party or destroy the Disclosing Party's Confidential Information in its possession or under its control, provided that, the Receiving Party may retain a back-up copy of the Disclosing Party's Confidential Information (i) as part of the archival records (including backup systems) that Receiving Party keeps in the ordinary course of business, but only to the extent, and only as long as, required by Receiving Party's records retention policies or applicable law, and (ii) to the extent reasonably necessary in connection with enforcement of rights, duties, responsibilities or obligations under the Agreement. Any such retained Confidential Information shall continue to be subject to the provisions of this Agreement.

7.2. For purposes of this Agreement, the term "**Confidential Information**" means all information, material and data provided by the Disclosing Party to the Receiving Party including without limitation, research, proprietary information, ideas, techniques, works of authorship, models, inventions, know-how, processes, algorithms, software programs and source documents, development, equipment, sales information, products, pricing information, trade secrets, business plans, financial information, technical information, marketing methods and plans, customers, operations and systems which (i) is labeled or designated in writing as confidential or proprietary, (ii) the Receiving Party is advised is proprietary or confidential, or (iii) in view of the nature of such information and/or the circumstances of its disclosure, the Receiving Party knows or reasonably should know is confidential or proprietary. Customer's Confidential Information shall also include Customer Data, Customer's Systems, Personal Data, Customer's customer information and employee information, Customer's security, infrastructure, operational, network and technical information and Customer's third party technology providers and any technology that Customer utilizes from such third party technology providers. This specific set of Customer Confidential Information shall remain confidential unless or until it meets the requirements set forth in Section 7.3 below.

7.3. Confidential Information shall not include information which the Receiving Party can demonstrate by competent evidence (i) was publicly known at the time it was communicated to the Receiving Party by the Disclosing Party, (ii) becomes publicly known without any fault of or participation by the Receiving Party or its Representatives in violation of this Section 3, (iii) was in Receiving Party's possession prior to the time it was received from Disclosing Party or came into Receiving Party's possession thereafter, in each case lawfully obtained from a source other than Disclosing Party or its Representatives and which source is not known to the Receiving Party to be subject to any obligation of confidentiality or restriction on use, or (iv) is independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information that is required to be disclosed by judicial, arbitral or governmental order or process or operation of law, in which event the Receiving Party shall: (i) to the extent legally permitted, notify the Disclosing Party of any such disclosure requirement or request as soon as practical; (ii) cooperate with and reasonably assist the Disclosing Party (at the Disclosing Party's cost) if the Disclosing Party seeks a protective order or other remedy in respect of any such disclosure; and (iii) furnish only that portion of the Confidential Information which, in the opinion of the Receiving Party's legal counsel, is responsive to such requirement or request and seek confidential treatment for such information.

7.4. Any use or disclosure of the Disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief may be inadequate, and both Parties agree that the Disclosing Party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual damages or posting a bond or other surety.

8. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS.

8.1. Mutual Warranties. Each Party represents and warrants to the other Party that (i) they have all necessary rights, licenses, and/or approvals required to perform their respective obligations in accordance with this Agreement .

8.2. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED HEREUNDER, THE SERVICES, APPLICATION, SOFTWARE AND SLALOM IP ARE PROVIDED "AS IS" AND SLALOM HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SLALOM SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. SLALOM MAKES NO WARRANTY OF ANY KIND THAT THE PROVIDER IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

8.3. Slalom Representations and Warranties. Slalom represents and warrants:

- a) the Application, Site and Services will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the Documentation, the terms of this Agreement and its appendices, attachments or other mutually agreed on documents and any applicable Schedule.
- b) the Application(s), Site and Services shall not contain any technology software, electronic, mechanical or other means, device or function , e.g. (key node, lock, time-out, "back door," trapdoor," "booby trap," "drop dead device," "data scrambling device," "Trojan Horse,") or virus that would allow Slalom or a third party to: (i) monitor or gain unauthorized access to any Customer System, infrastructure, network or system, equipment, the Application, Site or the Services; (ii) use any electronic self-help mechanism (iii) restrict, disable, limit or impair the performance of any Customer Systems, infrastructure, network or system, equipment, the Application, Site or the Services; or (iv) limit, restrict, disable or impair Customer's rights to use any product, software, equipment, the Application, Site, or the Services as may be set forth in the Agreement, Schedule or Change Order hereto ("Malicious Technology") and further shall, where it transfers to or enables Malicious Technology through the Application, Site and/or Services to corrupt any Customer Systems, infrastructure, network or system, equipment, the Application, Site or the Services, it shall reimburse Customer the actual cost incurred by Customer to remove or recover from the Malicious Technology, including the costs of persons employed by Customer re: same;
- c) all employees, resources, subcontractors and personnel have (i) all current business or professional licenses, permits, and/or certificates required by law and (ii) the necessary knowledge, skill and expertise to manage, perform and provide the Application, Site and Services required under the Agreement that the standard of care and skill for all professional and related Services performed or furnished by Slalom under the Agreement will be at least equal to the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality
- d) in the case of Customer's reasonable dispute of any Slalom invoice, it shall not withhold the performance of the Application, Site and Services, including, without limitation, access and use of the Application, Site, Services, support, maintenance, and/or any extract of any or all Customer Data.

8.4. Compliance with Laws. Each Pary shall comply, and shall ensure that its suppliers and subcontractors of every tier comply, with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other requirements, in effect now or in the future, of any governmental authority (including, but not limited to, such requirements as may be imposed upon Customer) that are applicable to the Application, Site and Services under the Agreement.

9. INDEMNIFICATION.

9.1. Infringement Indemnification by Slalom. Slalom shall indemnify, hold harmless, and at Customer's option, defend Customer from and against any Losses (as defined below) suffered or incurred by, accrued against, charged to, or recoverable from, Customer based on any actual or alleged claim, suit or filing that the Applications, Site, Services, Software and/or Slalom IP, or any use of the same, in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights.

- 9.2. Infringement Indemnification by Customer.** Customer shall indemnify, hold harmless, and, at Slalom's option, defend Slalom from and against any Third-Party Claims alleging that (i) the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's privacy or intellectual property rights; or (ii) any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services or Documentation in a manner not authorized by this Agreement; or (iii) use of the Services or Documentation in combination with data, software, hardware, equipment, or technology not provided by Slalom or authorized by Slalom in writing if such specific combination would have not otherwise caused the infringement.
- 9.3. General Indemnification.** Each Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, agents, visitors, employees and Affiliates from and against any and all Losses, resulting or arising from Third Party Claims, which may be charged to or recoverable for or arising out of or relating to any act, error, omission, fault or negligence or failure to act, and/or comply with the terms of this Agreement, during the performance or nonperformance of the indemnifying Party its officers, directors, agents, employees, and subcontractors under this Agreement.
- 9.4.** In the event the indemnified Party seeks indemnification or defense from the indemnifying Party under this provision, the indemnified Party shall promptly notify the indemnifying Party in writing of the claim(s) brought against the indemnified Party for which the indemnified Party seeks indemnification or defense. The indemnified Party reserves the right, at its option and in its sole discretion, to assume full control of the defense of claims with legal counsel of the indemnified Party's choice. The indemnifying Party may not enter into any third-party agreement which would, in any manner whatsoever, affect the indemnified Party's rights, constitute an admission of fault by the indemnified Party, or bind the indemnified Party in any manner, without the indemnified Party's prior written consent.
- 9.5.** In the event, in the reasonable determination of Customer or Slalom, any Slalom IP, Application(s), Site and/or Services constitutes an infringement of any third-party intellectual property rights, Slalom shall, at its sole cost and expense, either:
- a. procure for Customer the right to use the infringing item; or
 - b. replace the infringing item with a substantially equal and/or better non-infringing item; or
 - c. modify the infringing item so that it becomes non-infringing; or
 - d. if (i) through (iii) is not available, practical or possible, Slalom shall remove the infringing item and refund to Customer either (a) the pro-rated portion of the amounts paid for such infringing component of the Application, Site and/or Services, and/or any or all components thereof or (b) if such infringing item is so substantive that the Application, Site and/or Services and/or all components thereof are made inoperable, unusable or fails to meet the material terms of this Agreement, respective Schedule, and/or the applicable specifications or Documentation, then Slalom shall refund to Customer a pro-rata amount of fees paid (if any).
- 9.6.** "Loss(es)" means any and all liabilities, obligations, losses, damages, penalties, claims, demands, actions, suits, costs, judgments, settlements, royalties and expenses of whatever nature, whether incurred by or issued against an indemnified party, including, without limitation, administrative costs, investigatory costs, litigation costs, and auditors' and attorneys' and fees and disbursements.

10. LIMITATION OF LIABILITY

- 10.1.** SUBJECT TO SECTION 10.3 BELOW, IN NO EVENT SHALL EITHER PARTY BE LIABLE HEREUNDER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, LOST PROFITS, LOST SALES OR ANTICIPATED ORDERS, OR DAMAGES FOR LOSS OF DATA OR GOODWILL, EVEN IF A PARTY WAS INFORMED OR KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.
- 10.2.** SUBJECT TO SECTION 10.3 BELOW, EACH PARTY'S RESPECTIVE LIABILITY ARISING OUT OF THE SERVICES PERFORMED UNDER THIS AGREEMENT, REGARDLESS OF THE DAMAGES THEORY, SHALL NOT EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER DURING THE PREVIOUS TWELVE (12) MONTHS PRIOR TO THE MONTH IN WHICH THE MOST RECENT EVENT GIVING RISE TO LIABILITY OCCURRED.
- 10.3.** The limitations of liability considered by this Section 10 shall not apply with respect to: (i) Customer's

undisputed payment obligations hereunder; and/or (ii) a Party's indemnification obligation hereunder; (iii) damages caused by a Party's gross negligence, willful misconduct or fraudulent acts; (iv) a Party's confidentiality obligations; (vi) a party's security obligation hereunder; (vii) any violation or breach of applicable law, rule or regulation including but not limited to any resulting fine or penalty or the like thereto.

- 10.4. Any amounts recoverable under any insurance coverage required hereunder shall not be subject to the liability limits provided under this Section 10.

11. DATA SECURITY

- 11.1. Each Party will comply with any applicable data protection and privacy legislation in force anywhere in the world. Furthermore, and as applicable, Slalom shall establish and maintain appropriate administrative, technical and physical safeguards to protect the security, integrity, confidentiality and availability of Customer Data (as defined below) designed to protect against any actual or anticipated threats, hazards, viruses, unauthorized or unlawful access to, use of, or disclosure of Customer Data.
- 11.2. Slalom will: (i) maintain a history of access to and use of Customer Data, including without limitation complete and accurate records of all handling and transmission of Customer Data; (ii) ensure that those to whom Slalom provides access to Customer Data are aware of and comply with the provisions of this Section 8, and ensure that such persons are provided with appropriate and industry-standard data protection training; (iii) only allow access to Customer Data via a secure file transfer system; (iv) delete or return all files containing Customer Data when requested by Customer, including, if available, any copies on any archival systems, back-up systems, data storage solutions or any recordation medium whatsoever; and (v) maintain, and provide Customer with a copy of, data privacy, security, and disaster recovery policies and procedures applicable to the Services, including security certification by a qualified third Party (in the form of current SOC 2 standards) within thirty (30) days of completion and issuance of any such third party audit reports.
- 11.3. Slalom will, within 72 hours, notify Customer if any Customer Data is or is suspected to be lost, stolen, corrupted, used or disclosed to any third party except in accordance with this Agreement (any of the foregoing defined as a "**Data Event**") and fully cooperate at its own expense with Customer to investigate and resolve any such Data Event.
- 11.4. Before Customer makes Personal Data from the European Economic Area (EEA) or the United Kingdom available to Slalom, Customer will notify Slalom. The Parties hereby agree in such circumstances to enter into a separate Data Processing Agreement, which will include the EU Standard Contractual Clauses 2021 and the UK International Data Transfer Addendum to such clauses for the protection of such Personal Data. Upon termination or expiration of the Agreement, and upon request by Customer, Slalom will make any and all Customer Data available for Customer to extract from the Application for a period of thirty (30) days, and will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.
- 11.5. Slalom shall comply with Customer's Data and System Privacy and Security Requirements attached hereto and incorporated herein as "Exhibit 2."

12. **INDEPENDENT CONTRACTOR.** Nothing in this Agreement is intended to create a partnership or joint venture. The parties are independent contractors. As such, Slalom's personnel, employees, resources and/or subcontractors performing the Services under the Agreement are not, and will not be construed to be, employees of Customer. Slalom shall be solely responsible for payment of compensation to Slalom's personnel, employees, resources and/or subcontractors. Slalom shall be solely responsible for the payment of withholding taxes, unemployment insurance, worker's compensation, social security, pensions, licenses, or other fees on behalf of its personnel and employees in connection with the performance of the Services. Slalom shall not represent Customer in any capacity or assume or create any obligation in the name of or on behalf of Customer.

13. DISPUTE RESOLUTION

- 13.1. The Parties will use their reasonable efforts to resolve any dispute, claim or controversy (a "**Dispute**") arising out of or relating to this Agreement through good faith negotiation in the spirit of mutual cooperation. Any Party's project manager ("**Notifying Party**") may give the other Party's project manager ("**Noticed Party**") written notice of a Dispute (for this purpose, email notice is sufficient).
- a) Within fifteen (15) days after delivery of such notice, the Noticed Party will submit to the Notifying Party a written response. The notice and the response will include (a) a statement of the delivering

Party's position and a summary of arguments supporting that position, and (b) the names and titles of the persons representing the delivering Party who will participate in such discussions. Such representatives shall include an executive who is at a higher level of management than the person with direct responsibility for administration of this Agreement.

- b) Within fifteen (15) days after delivery of the Noticed Party's notice, the executives of both Parties will confer at a mutually acceptable time and place to attempt to resolve the Dispute. Unless otherwise agreed in writing by the negotiating Parties, the above-described negotiation shall end at the close of the first meeting of executives described above. Such closure shall not preclude continuing or later negotiations, if desired.
- c) All negotiations and documents exchanged pursuant to this section are confidential and inadmissible for any purpose, in any legal proceeding involving the Parties; provided that evidence that is otherwise admissible or discoverable shall not be rendered inadmissible or non-discoverable as a result of its use in the negotiation.
- d) If the Parties are unable to resolve the Dispute through negotiation, then the Dispute will be submitted to a judicial arbitration/ mediation service provider, ("JAMS") or its successor, for non-binding mediation before a single mediator. The Parties will cooperate with JAMS and with one another in selecting a mediator from the JAMS panel of neutrals and in scheduling the mediation proceedings. The Parties agree that they will participate in the mediation in good faith and that they will share equally in its costs. Any Dispute that cannot be resolved through mediation, any action to collect Undisputed Amounts Due, and any Dispute with respect to which a Party is claiming equitable relief, shall be brought in and resolved by a court of competent jurisdiction.
- e) The dispute resolution process outlined in this Section 13 shall not apply to any alleged or actual breaches, threats or claims regarding Confidential Information or intellectual property. In the event of such breach or threatened breach, nothing in this section or this Agreement shall prevent nor is intended to prevent, delay or interfere with either Party's right to take action, immediate or otherwise, in order to protect its rights, from unilaterally seeking interim injunction or other forms of preliminary relief before a court of competent jurisdiction and in accordance with the laws of said court regarding intellectual property or Confidential Information.
- F) Notwithstanding any ruling or stay by a court of competent jurisdiction, in the event of any dispute brought by either Party, and during any dispute resolution process as described in this Agreement or applicable Schedule, Slalom shall not withhold, delay, condition or deny the performance of its obligations hereunder including without limitation, continued performance, delivery, access and use of the Application, Site and/or the Services and any or all components thereof.

13.2. Governing Law/Attorneys' Fees. This Agreement is governed by the laws of the State of Delaware, without regard to its conflicts of law rules.

13.3. To the extent permitted by applicable law, the Parties hereto irrevocably waive any right to trial by jury in any legal proceeding arising out of or relating to this Agreement.

14. GENERAL

14.1. Assignment/Subcontractor. Neither Party may assign any part or all of this Agreement, or subcontract or delegate any of such Party's rights or obligations under this Agreement, without the other Party's prior written consent, which shall not be unreasonably withheld, provided that, Customer hereby consents to Slalom subcontracting all or part of the services to an Affiliate of Slalom (provided nothing herein shall relieve Slalom of its responsibility, liability and obligation to provide the Applications, Site and Services in accordance with this Agreement and any respective Schedule hereto), and provided further, that either Party may assign this Agreement in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction, provided that such affiliate or successor in interest agrees to assume such Party's obligations under this Agreement. Any attempt to assign or delegate in violation of this subsection is void in each instance.

14.2. Notices. Notices under this Agreement are sufficient if given by nationally recognized overnight courier service, certified mail (return receipt requested), e-mail or personal delivery,

- a) if to Customer

- 1) Insurance: E-mail all insurance questions and insurance certificates to: [Customer insurance email address]

2) Legal, Contractual, and Other Notices:

[Customer]
Attn: Supply Chain Management
[Address and reference]

3) With copy to:

[Customer]
Attn: General Counsel
[Address and reference]

b) if to Slalom:

Slalom, Inc.,
255 S. King Street, Suite 1800,
Seattle, WA 98104,
Attn. Business & Legal Affairs

with a copy to legal@slalom.com or via e-mail to legal@slalom.com.

- c) Notice is effective: (i) when delivered personally, (ii) three (3) business days after sent by certified mail, (iii) on the business day after sent by a nationally recognized courier service, or (iv) on the business day after sent by e-mail.
- d) A Party may change its notice address by giving notice in accordance with this Section.

- 14.3.** Severability. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- 14.4.** Waiver. A Party does not waive any right under this Agreement by failing to insist on compliance with any term of this Agreement or by failing to exercise any right hereunder. Any waiver granted hereunder is effective only if it is written and signed by the Party granting such waiver. A waiver of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision of this Agreement.
- 14.5.** Cumulative Rights and Remedies. The rights and remedies of the Parties under this Agreement are cumulative, and either Party may enforce any of its rights or remedies under this Agreement or other rights and remedies available to it at law or in equity.
- 14.6.** Construction/Counterparts. The section headings of this Agreement are for convenience only and have no interpretive value. This Agreement and any Schedule may be executed by the Parties in one or more counterparts by manual or electronic signature or by use of one or more physical or electronic copies that are either physically delivered or electronically transmitted, all of which when taken together constitute one and the same original of the Agreement.
- 14.7.** Survival. Provisions of this Agreement which by their nature must survive termination or expiration of this Agreement in order to achieve their fundamental purposes shall survive any such termination or expiration.
- 14.8.** NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER DELIVERY OF THE SERVICE THAT WOULD BE THE SUBJECT MATTER OF SUCH ACTION.
- 14.9.** No Third-Party Beneficiaries. This Agreement shall not: (i) be deemed to create or confer any rights or create a benefit in or to any third parties, including suppliers and customers of a Party, (ii) create or impose any obligations of a Party to any such third parties other than the Parties hereto and the indemnitees set forth hereunder; (ii) impose any obligations of either Party on persons or entities not a party to this Agreement, and (iii) allow any party other than a Party hereto to bring any action hereunder.
- 14.10.** Force Majeure. Neither Party will be liable to the other for any delay or failure to perform if that delay or failure results from an unforeseeable cause beyond its reasonable control provided the Parties shall continue to perform their obligations under this Agreement to the extent not excused by such event of force majeure and the affected party(ies) shall take all reasonable measures to resume its normal performance under this Agreement within the shortest time practical. This provision shall in no way impair either Party's right to terminate this Agreement.

- 14.11.** Entire Agreement. This Agreement constitutes the complete and final agreement of the Parties pertaining to its terms and the subject matter hereof, and supersedes the Parties' prior agreements, understandings and discussions relating to the Services. No modification of this Agreement is binding unless it is in writing and signed by Customer and Slalom.
- 14.12.** Publicity/Advertising. Slalom shall not issue any public statements, announcements, advertisements, or publications relating to the Agreement or its subject matter without the express, prior written consent of Customer. Slalom shall not display or use, in advertising or otherwise, any of Customer's intellectual property including but not limited to trade names, logos, trademarks, service marks, or other indicia of origin without Customer's express, prior written consent which may be withheld, delayed, denied or revoked at any time in Customer's sole discretion

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Customer**Slalom, Inc.**

By: _____

By: _____

Print: _____

Print: _____

Title: _____

Title: _____

Date: _____

Date: _____

Notice Address:

Attn: _____

Email: _____