



End User License Agreement

Master Software Platform Terms of Service

THESE MASTER SOFTWARE PLATFORM TERMS OF SERVICE (the “**Agreement**”) shall refer to Vertex Software, Inc., a Delaware limited liability company with a mailing address of 4023 Urbandale Ave., #13155, Des Moines, IA 50310 as “**Vertex**,” and the party purchasing the Subscription Services (as later defined) as “**Customer**.” The date that Customer agrees to purchase the Subscription Services (as defined herein) shall be the “**Effective Date**.” Before agreeing to purchase the Subscription Services, the Customer must first review and then agree to the terms of this Agreement.

1.0 Software.

1.1 These terms shall govern Customer’s access to and use of any Vertex software (“**Software**”) that is provided to Customer as set forth in the subscription order (“**Subscription Order**”) of which these terms form part. Pursuant to the terms of the Agreement, Vertex shall provide Customer with subscription-based access, exercisable through Customer’s Users, to the Software (the provision of such access hereunder, the “**Subscription Services**”). Subject to and conditioned on Customer's and its Users' compliance with the terms and conditions of this Agreement, Vertex hereby grants Customer a non-exclusive, non-transferable (except as otherwise provided herein) right to access and use the Services during the Term, solely for use by Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Vertex shall provide to Customer the Access Credentials as of the Effective Date. “**Services**” means the Subscription Services or Professional Services associated with the Software. The Subscription Order and the Statement of Works are collectively defined as “**Orders**”. “**Users**” means those individuals to whom Customer

provides (or that Vertex provides at Customer's request) user identifications and passwords to Customer's account. Users will be determined on a named user basis rather than on a concurrent user or shared user basis; provided that Customer may reassign different individuals on a reasonable basis (e.g., an employee changes positions or leaves Customer's employ). Users may not be a company or individual of a company that competes with Vertex in offering subscriptions or services similar to Vertex's offerings (each a "**Vertex Competitor**") without Vertex's prior written consent, and Customer warrants that it is not, nor is any User, a Vertex Competitor. "**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services.

1.2 Customer may add additional Users through the Software or by an Order during the Subscription Term at the same pricing as the underlying User pricing, prorated for the portion of the Subscription Term at the time the Users are added. Customer may not decrease the number of Users below the amount listed in the Subscription Order for the Subscription Term. The Customer may decrease the number of Users in an Order thirty (30) days prior to a renewal term by executing a new Subscription Order.

1.3 In providing the Services, Vertex utilizes a third-party cloud hosting provider ("**Cloud Hosting Provider**"). Vertex and its Cloud Hosting Provider may record and collect information related to Customer's account activity in the course of providing the Software and Services. Any use of such information is subject to the terms of Section 5.

1. Except as otherwise expressly provided in this Agreement, as between the parties: A) Vertex has and will retain sole control over the operation, provision, maintenance, and management of the Software; and B) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, the Customer Systems, and sole responsibility for all

access to and use of the Software by any person by or through the Customer Systems or any other means controlled by Customer or any User, including any: (i) information, instructions, or materials provided by any of them to the Services or Vertex; (ii) results obtained from any use of the Services or Software; and (iii) conclusions, decisions, or actions based on such use.

2. **“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. By entering into an Order hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
3. Vertex will use commercially reasonable efforts to (a) schedule downtime for routine maintenance of the Subscription Services between the hours of 1:00 a.m. and 5:00 a.m., Central Daylight Time; and (b) give Customer at least 24 hours prior notice of all scheduled outages of the Services (**“Scheduled Downtime”**).

2.0 Privacy and Data Security

2.1 As between Vertex and Customer, Customer is, and will remain, the owner of all Customer’s and User’s files, designs, models, data sets, images, documents or similar material or information inputted, edited, authored, generated, managed, submitted, transmitted to, stored, or otherwise used in connection with the Services by Customer or such User (**“Customer Data”**). Customer shall employ all physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all access credentials and protect against any unauthorized access to or use of the Software and Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for processing.

2.2 Customer hereby warrants that the personal data provided to Vertex by Customer meets all requirements of the European Union's General Data Protection Regulation (GDPR) and any other data protection laws in any other applicable jurisdictions from which personal data will be transferred to Vertex. For clarity, Customer shall have provided the requisite notice to the data subject concerning the collection, use, sharing, and transfer of data to jurisdiction(s) outside of the European Union/European Economic Area (EU/EEA), including those whose data protection requirements have not been deemed adequate by the European Commission. Further, Customer warrants that it has in place a required transfer mechanism so as to legally transfer personal data of data subjects outside of the EU/EEA.

2.3 Vertex shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of the Services and the Customer Data; and (ii) access and use the Customer Data solely to perform its obligations in accordance with the terms of this Agreement, and as otherwise expressly permitted in this Agreement ("**Security Program**"). To the extent that Vertex processes any Personal Data (as defined in the Privacy Policy) contained in Customer Data, on Customer's behalf, in the provision of the Services, the terms of the privacy policy at www.vertexvis.com/privacy-policy as may be updated by Vertex if required by applicable law, which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms.

2.4 Each party will comply with applicable local, state, federal and international law, regulations and conventions, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data.

2.5 The Subscription Services do not replace the need for Customer to maintain regular data backups or redundant data archives. VERTEX HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA.

3.0 Payment.

3.1 Any fees for the Services shall be paid in accordance with any billing frequency or terms stated in the Order. Customer shall pay all fees no later than thirty (30) days from receipt of invoice. Vertex may impose a late payment charge equal to the lesser of (i) one and one-half percent (1.5%) per month or (ii) the maximum rate allowed by law, beginning thirty-one (31) days from receipt of invoice. If Customer has not paid the invoice in full within forty-five (45) days from receipt of invoice, Vertex has the right to suspend Vertex's provision of Services until full payment, including late payment charges, are paid by Customer. In the event of suspension of Services for non-payment, Vertex will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer may incur in connection with such suspension.

3.2 Fees stated in an Order do not include applicable taxes. Customer agrees to bear and be responsible for the payment of all taxes, except taxes based upon Vertex's income, including all sales, use harmonized, rental receipt, personal property, custom duties or levies, federal, provincial or foreign taxes, or other taxes, which may be levied or assessed in connection with the Agreement. Customer shall pay such tax when due or reimburse Vertex as Vertex may request. If any tax is required to be paid by Vertex, the full amount of such tax will be billed to Customer separately, whether or not the Agreement is then in effect and promptly paid by Customer.

3.3 Unless otherwise specified in the applicable Order, Vertex may increase the fees for the Subscription Services and/or Services under this Agreement no more than once annually upon thirty (30) days prior written notice to Customer.

3.4 Notwithstanding any terms to the contrary herein, Vertex may, from time to time, extend an offer that an Order may provide that Customer may test and evaluate Vertex' Software and Services ("**Evaluation**"). In such event, Customer shall have a period of time specified in the Order to access the Software and Services for the Evaluation (the "**Evaluation Period**"). The Evaluation Period may

be cancelled by either Party upon seven (7) days notice. Except as otherwise expressly noted in the Order, the Parties understand and agree that Customer has no commitment to: (i) pay any fees for the Evaluation; (ii) purchase licenses for any Software in connection with the Evaluation; or (iii) procure any Services from Vertex as a result of any Evaluation. For the avoidance of doubt, Vertex shall not have any obligation to provide any Software or Services in connection with the Evaluation other than that described in the Order. Except as otherwise provided in the Order, upon the termination or expiration of the Evaluation Period, Customer shall have the option to enter into a separate Order for Software and Services. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CUSTOMER ACKNOWLEDGES AND AGREES THAT: (A) NONE OF VERTEX' WARRANTY OR INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT SHALL APPLY WITH RESPECT TO ANY SOFTWARE OR SERVICES SUPPLIED IN CONNECTION WITH AN EVALUATION; AND (B) ALL SUCH SOFTWARE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS AND VERTEX EXPRESSLY DISCLAIMS ANY WARRANTY, INDEMNIFICATION, OR LIABILITY OBLIGATIONS WITH RESPECT THERETO OF ANY KIND.

4.0 Term and Termination.

4.1 Unless otherwise specified in the Order, the Services will: (a) begin on the start date in the Order and remain in effect for the period specified therein (the "**Subscription Term**"), and (b) automatically renew for the same period of time as the initial Subscription Term until either party notifies the other in writing that it will not renew at least thirty (30) days prior to the expiration of the then current Subscription Term. Regardless of Customer's notice of non-renewal, Customer will remain responsible for the fees associated with the then current Subscription Term.

4.2 Customer may terminate this Agreement without cause upon thirty (30) days prior written notice; provided, it shall remain responsible for the (a) Subscription Services fees associated with the then current Subscription Term, and (b) fees for any completed Professional or Onsite Services. Vertex

may terminate this Agreement without cause upon sixty (60) days written notice, provided that in such case it shall refund all unearned Fees within thirty (30) days of the termination effective date.

4.3 Either party may terminate the Agreement, or any individual Order, for a material breach by the other party that is not cured within thirty (30) days after written notice of such material breach. The non-breaching party may elect to terminate the applicable Order only or the Agreement as a whole (and thus, all Orders).

4.4 Following the effective date of any termination, each party shall pay the other party any fees due. Neither expiration nor termination of the Agreement will terminate those obligations and rights of the parties pursuant to provisions of the Agreement which by their express terms are intended to survive and such provisions will survive the expiration or termination of the Agreement. Without limiting the foregoing, the terms and conditions of Sections 2.3, 4, 5, and 7 will survive such termination or expiration of this Agreement.

5.0 Confidentiality.

5.1 “**Confidential Information**” means all information of the disclosing party disclosed to the receiving party that is marked or identified as confidential or disclosed in circumstances that would lead a reasonable person to believe such information is confidential. The Software, Services, Orders, pricing, business plans, marketing plans, technology information, technical information, product plans, product designs, business processes, security documents, and Customer Data shall be considered Confidential Information, notwithstanding any failure to mark or identify it as such. The terms and conditions of this Agreement are Confidential Information of the parties.

5.2 The party receiving Confidential Information (“**Receiving Party**”) from the other party (“**Disclosing Party**”) shall not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and shall disclose the Confidential Information of the Disclosing Party only to the employees, independent contractors, or agents of the Receiving Party

who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party shall protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

5.3 The Receiving Party's obligations under Section 5.2 above with respect to any Confidential Information of the Disclosing Party shall not apply to any information that the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

5.4 Neither party will (a) use, or make any copies of, the Confidential Information of the other party except to fulfill its rights and obligations under this Agreement, (b) acquire any right in or assert any lien against the Confidential Information of the other, or (c) sell, assign, lease, or otherwise commercially exploit the Confidential Information (or any derivative works thereof) of the other party. Neither party may withhold the Confidential Information of the other party or refuse for any reason (including due to the other party's actual or alleged breach of this Agreement) to promptly return to

the other party its Confidential Information (including copies thereof) if requested to do so. Upon expiration or termination of this Agreement and completion of a party's obligations under this Agreement, each party will (except as otherwise provided in this Agreement) return or destroy, as the other party may direct, all documentation in any medium that contains or refers to the other party's Confidential Information, and retain no copies. Subject to the foregoing confidentiality obligations, either party may retain copies of the Confidential Information of the other party to the extent required to document its performance or for compliance with applicable laws or regulations.

6.0 Ownership; Restrictions.

6.1 As between Vertex and Customer, Customer owns its Customer Data. Customer grants to Vertex, its affiliates, and applicable contractors a limited, royalty-free, fully-paid up, non-exclusive license to use and process Customer Data as necessary to provide the Services as provided in the Agreement (and as otherwise instructed by Customer or a User). With the exception of a limited license granted to Vertex to use the Customer Data as set forth herein, Vertex acquires no right, title, or interest from Customer or its Users to Customer Data, including any intellectual property rights therein.

6.2 Vertex owns the statistical usage data derived from the operation of the Software and Services, including but not limited to, configurations, log data, and the performance results for the Services ("**Usage Data**"). Nothing herein shall be construed as prohibiting Vertex from utilizing the Usage Data to optimize and improve the Services or otherwise operate Vertex's business..

6.3 Customer acknowledges and agrees that Vertex shall own all right, title, and interest in and to the Software and Services, including any modifications, derivative works, changes, expansions, or improvements, without any other or subordinate right whatsoever being held by Customer. Vertex shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Software or Services any suggestions, ideas, enhancement requests,

feedback, recommendations or other information provided by Customer or its Users related to the features, functionality, or operation of the Software or Services (“**Feedback**”). Vertex shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback. For the avoidance of doubt, Vertex shall have the right to use the Feedback for any purpose, including to improve and enhance its products and services, to develop new features or functionality, and to otherwise use and exploit such Feedback for Vertex’ business purposes without compensation to Customer.

6.4 Customer may not, and will not permit any third party to: (i) use the Software for any other purposes than its internal purposes (including for any competitive analysis, commercial, professional, or other for-profit purposes); (ii) copy the Software; (iii) modify, adapt, or create derivative works of the Software; (iv) decompile, disassemble, or reverse-engineer the Software or otherwise attempt to derive the Software source code, algorithms, methods or techniques used or embodied in the Software; (v) disclose to any third party the results of any benchmark tests or other evaluation of the Software, or (vi) remove, alter, obscure, cover or change any trademark, copyright or other proprietary notices, labels or markings from or on the Software. Any consultant, contractor, or agent hired to perform services for Customer may operate the Software on Customer’s behalf under this Agreement, provided that: (a) Customer is responsible for ensuring that any such third party agrees to abide by and fully comply with the terms of this Agreement on the same basis as applicable to Customer; (b) such use is only in connection with Customer’s internal evaluation purposes; and (c) Customer remains fully liable for any and all acts or omissions by such third parties related to this Agreement.

6.5 Customer hereby consents to and approves of Vertex’s usage of, and inclusion in the Software and Services, Third Party Content (as defined herein). For the purposes of this Agreement, “Third Party Content” means any software, data, font, component, or any other type of content, either in source, compiled, or other form, that is subject to any open source license or third party license, in the

public domain, or otherwise provided by or licensed from a third party. Customer agrees to hold harmless Vertex for any failure, deficiency, or disruption in performance of Third Party Content.

7.0 Representations and Warranties

7.1 Vertex warrants that during the Term: (i) the Services will perform materially in accordance with the applicable Documentation; (ii) Vertex will perform the Services in a professional and workmanlike manner; and (iii) Vertex will employ then-current, industry-standard measures to test the Services to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs designed to negatively impact the operation or performance of the Services.

7.2 EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, THE SERVICES AND SOFTWARE ARE PROVIDED “AS IS.” VERTEX, ITS LICENSORS AND SERVICE PROVIDERS DO NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, AND VERTEX EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES.

8.0 Infringement Indemnity.

8.1 Vertex agrees to indemnify Customer against any losses or damages finally awarded against Customer incurred in connection with a third party claim alleging that the Customer’s use of the Software infringes or misappropriates any U.S. patent, copyright, or trade secret of such third party, provided that Customer (a) provides prompt written notice of such claim to Vertex, (b) grants Vertex the sole right to defend such claim, and (c) provides to Vertex all reasonable assistance. In the event of a claim or threatened claim under this section 8.1 by a third party, Vertex may, at its sole option, (i) replace or modify the Software so that it is no longer infringing, (ii) obtain the right for Customer to

continue using the Software, or (iii) immediately terminate the Agreement and provide a prorated refund.

8.2 This Section 8 states the entire liability of Vertex with respect to infringement arising from the Software, or any parts thereof, and Vertex shall have no additional liability with respect to any alleged or proven infringement.

9.0 Limitation of Liability.

9.1 SUBJECT TO SECTION 9.2, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES IN CONNECTION WITH THE SOFTWARE, SERVICES, OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR ANY ORDER, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; (B) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF REVENUES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA, ARISING OUT OF CUSTOMER'S MISUSE OF, OR INABILITY TO USE, THE SOFTWARE IN ACCORDANCE WITH THE DOCUMENTATION, OR THE PERFORMANCE OR NONPERFORMANCE OF VERTEX SOFTWARE OR SERVICES; AND (C) VERTEX'S MAXIMUM LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE FEES PAID BY CUSTOMER UNDER THE APPLICABLE ORDER TO WHICH THE CLAIM RELATES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

9.2 NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS VERTEX'S LIABILITY FOR (A) DEATH OR PERSONAL INJURY CAUSED BY VERTEX'S NEGLIGENCE, (B) FRAUD OR FRAUDULENT MISREPRESENTATION, OR (C) ANY LIABILITY WHICH CANNOT LEGALLY BE EXCLUDED OR LIMITED.

10.0 Application Programming Interfaces

10.1 This Agreement shall govern the use of certain application programming interfaces, developer tools, and related features (“**APIs**”) that allows Customer to connect to and communicate with the Software. Such API is considered a part of the Services, and its use is subject to this Agreement. Customer and Users may only access and use Vertex’s API for Customer’s business purposes, in order to create interoperability and integration between the Services and other products, services or systems that Customer may use internally. When using the API, Customer should follow Vertex’s relevant developer guidelines. Vertex reserves the right at any time to modify or discontinue, temporarily or permanently, Customer’s access to the API (or any part of it) with or without notice. The API is subject to changes and modifications, and Customer is solely responsible to ensure that Customer’s use of the API is compatible with the current version.

1. To use the APIs, Customer must follow any registration or credentialing requirements established by Vertex. Customer must also follow any documentation or guidelines provided by Vertex related to API usage (“**API Documentation**”). Unless otherwise specified, the term “API” includes the related API Documentation.
2. Vertex retains all right, title and interest in and to the APIs, including all copyrights therein. Subject to the provisions of this Agreement, Vertex grants Customer a world-wide, revocable, non-exclusive license to use the APIs to facilitate the interoperability of the Software and the Customer’s products, services, and add-ons (“**Customer Applications**”).
3. Vertex may monitor Customer’s use of the APIs and, from time to time, may place limits on Customer’s access to the APIs (e.g., limits on numbers of calls). Vertex may also limit API calls or usage if Vertex believes that Customer’s use is in breach of this Agreement or may negatively affect the Software or its users.

Vertex has no obligation to provide any maintenance or support for the APIs (or to users of Customer Applications) or to fix any errors or defects in the APIs. From time to time, Vertex may change the APIs or Software. Future versions of the APIs may not be compatible with Customer’s Applications

developed using previous versions. Vertex will have no liability for the actions described in this paragraph.

11. Miscellaneous

11.1 Promotions. Customer grants Vertex the right to use Customer's name, logo, trademarks, quotes, and/or trade names in press releases, product brochures, sales presentations, financial reports, webinars, and on its websites indicating that Customer is a customer of Vertex.

11.2 Notices. All notices, demands, requests, or other communications given under this Agreement shall be in writing and be given by personal delivery, certified mail, return receipt requested, confirmed electronic transmission, or nationally recognized overnight courier service to the addresses set forth above or as may subsequently in writing be requested.

11.3 Governing Law. This Agreement and disputes arising under this Agreement shall be governed solely by, and construed solely in accordance with, the laws of the State of Iowa, excluding conflicts of law principles. Any action or proceeding brought by either party in connection with this Agreement will be under the exclusive jurisdiction of the state and federal courts situated in Story County, Iowa, USA. With respect to any suit, action or proceedings related to this Agreement, each of Vertex and Customer submit to the exclusive jurisdiction of the federal and state courts located in Story County, Iowa, USA and irrevocably waives its right to jury trial with respect thereto.

11.4 Independent Contractor. The parties shall be independent contractors under this Agreement. Nothing contained herein shall be construed to constitute the parties as partners, joint venturers, or agents of the other.

11.5 Assignment. This Agreement may not be assigned by Customer (whether expressly or by operation of law) without the prior written consent of Vertex; except that no consent shall be required

in connection with a merger, reorganization, or sale of all or substantially all of the Customer's assets to which this Agreement relates.

11.6 Government End User. Vertex provides the Software and Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software or Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data-Commercial Items) and DFAR 227.7202-03 (Rights in Commercial Computer Software or Computer Software Documentation). If any portion of the Software or Services is deemed "non-commercial," the Software and Services are licensed under the terms hereof and under the RESTRICTED RIGHTS set forth in the applicable FARs and DFARs (and the government's use, duplication and disclosure rights are restricted as set forth therein). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Vertex to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

11.7 Updates to Terms of Service. Vertex may update the terms of services in this Agreement from time to time by providing Customer with prior written notice of material updates at least thirty (30) days in advance of the effective date. Notice will be posted on the access portal for Customer or via an email to the email address owner of Customer's account. This notice will highlight the intended updates. Except as otherwise specified by Vertex, updates will be effective upon the date indicated on the face of this Agreement. The updated version of these terms of this Agreement will supersede all prior versions. Following such notice, Customer's continued access or use of the Services and Software shall constitute acceptance of the updated terms of the Agreement. Customer should discontinue use of the Software and Services if Customer does not agree to the updated terms of the

Agreement. The thirty (30) day advance notice shall not be required if changes are due to change in the law or updated requirements from telecommunications providers or Cloud Hosting Provider.

11.8 Export Compliance. The Software and Services use software and technology that may be subject to United States and foreign export controls. Customer acknowledges and agrees that the Vertex Software and Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury's List of Specially Designated Nationals or the U.S. Department of Commerce's Table of Denial Orders (collectively, "Designated Nationals"). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Software and Services, Customer represents and warrants that the Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. The Customer agrees to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Vertex makes no representation that the Software or Services are appropriate or available for use in other locations.

11.9 Force Majeure. In no event will one party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any obligations to make payments, when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, earthquake or explosion, pandemic, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction

or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event affecting the other party continues substantially uninterrupted for a period of forty-five (45) days or more.

11.10 Waiver of Jury Trial; Agreement to Arbitrate. Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby. Both parties agree that if a dispute cannot be resolved through Vertex' customer support team, that Vertex and Customer shall submit the dispute to binding arbitration in Ames, IA. Notwithstanding anything to the contrary, the agreement to arbitrate shall not extend to disputes related to intellectual property.

11.11 Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and/or contemporaneous agreements and understandings between the parties with respect to the subject matter hereof. If any provision or portion of this Agreement is held to be unenforceable, such provision or portion shall be enforced to the maximum extent permissible consistent with the terms hereof, and the remainder of this Agreement shall continue in full force and effect. This Agreement may not be amended or modified, and no provision may be waived, without a writing signed by the parties.