

Master Subscription Agreement

This Master Subscription Agreement governs CUSTOMER's purchase and use of Subscription Services and Professional Services as indicated in relevant Order Form(s), Service Level Agreement ("SLA"), Statement of Work ("SOW"), amendment(s), addendum(a), appendix(ces), annex(es), or other document(s) that reference to the Master Subscription Agreement. This Master Subscription Agreement, being an integral part of an Agreement, shall become effective as of the Initial Start Date and continue until all Order Forms have expired or have otherwise been terminated.

1. Definitions

The following capitalized terms in this Master Subscription Agreement have the meanings attributed to them below:

"Agreement" means this Master Subscription Agreement, respective Order Form(s), Service Level Agreement, Data Processing Addendum, Customization Development Form(s) (if any), Statement of Work(s) (if any) as well as any addenda, appendices, annexes and/or subsequent amendments, governing the provision of applicable SaaS Solution and associated Subscription Services, Professional Services and/or Customization Development within the scope ordered by CUSTOMER.

"Affiliate" means contracting party's (i.e., either SYNCRON or CUSTOMER) affiliated company which: (a) is controlled, directly or indirectly, by contracting party; (b) controls, directly or indirectly, the contracting party; or (c) is under common control with the contracting party, whereby "control" means the possession by virtue of ownership, directly or indirectly, of more than fifty percent (50%) of the shares or voting rights.

"Annual SaaS Fee" means a subscription fee for provision of Subscription Services due for a given annual period of Subscription Term, to be paid by CUSTOMER to SYNCRON according to the conditions specified by Agreement.

"CUSTOMER Data" means all electronic data or information submitted by CUSTOMER or Users to SaaS Solution. CUSTOMER Data does not include any component of Subscription Services or material provided by or on behalf of SYNCRON.

"Customization" means any additional feature, functionality or other change of or addition to the base SaaS Solution, which is developed by SYNCRON specifically for CUSTOMER as ordered in applicable Order Form and as specified in Customization Development Form attached to such Order Form.

"Customization Services" means an add-on service consisting of Support of Customization, including-upgrading such Customization to a new Release. This add-on service is obligatory if Customization Development has been ordered.

"Customization Development" means services consisting of development of Customization the details of which are set forth in Customization Development Form.

"Customization Development Fee" means a fixed, one-off fee for Customization Development.

"Documentation" means standard documentation, as updated from time to time by SYNCRON, in electronic format describing Subscription Services and provided together with Subscription Services, supporting the use thereof, which includes a user guide released in English language version only.

"Index" means the SCB Labour Cost Index for non-manual workers in private sector, industrial classification NACE Rev. 2- J (information and communication companies) currently published at www.scb.se.

"Initial Start Date" means the date of signing of the first Order Form under an applicable Agreement by both parties, or another date, as specified in such Order Form.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Order Form" means the document specifying commercial terms of the Subscription Services ordered by CUSTOMER and provided by SYNCRON under Agreement.



“Professional Services” mean consultancy (expert) services provided by SYNCRON during the term of Agreement.

“Professional Services Fee” means an estimated fee for Professional Services with the scope and limitations listed in applicable Statement of Work.

“Release” means a new standard version of the base SaaS Solution.

“Restricted Jurisdiction” means those countries or territories targeted by country-wide or territory-wide Sanctions Laws that extensively and comprehensively restrict activities with the target country or territory and its government, and include, but are not limited to, Sanctions Laws targeting Iran, Cuba, North Korea, Crimea and Syria.

“Restricted Person” means persons, entities or other parties that are (a) located, domiciled, resident or incorporated in any Restricted Jurisdiction; (b) specifically designated or listed under Sanctions Laws; or (c) owned or controlled by, or acting on behalf of, persons, entities or other parties specified in (a) or (b).

“SaaS Solution” means the online, web-based application made available by SYNCRON and ordered by CUSTOMER under respective Order Form(s), further described in the Documentation. SaaS Solution includes online, offline and/or mobile components, Customization(s), if ordered, as well as associated Third-Party Applications and Services (contracted by SYNCRON). SaaS Solution excludes Third-Party Applications and Services not contracted by SYNCRON.

“Sanctions Authority” means: (a) the United States; (b) the United Nations Security Council; (c) the European Union; (d) European Union member states; (e) the United Kingdom; or (f) the respective governmental institutions of any of the foregoing including, without limitation, OFAC, the U.S. Department of Commerce, the U.S. Department of State, any other agency of the U.S. government, and Her Majesty’s Treasury.

“Sanctions Laws” means economic or financial sanctions, restrictive measures, trade embargoes or export control laws imposed, administered, or enforced from time to time by any Sanctions Authority.

“Service Level Agreement” or **“SLA”** means a document describing Subscription Services and service levels applicable to a SaaS Solution subscribed under applicable Order Form.

“Service Limitations” means applicable technical and commercial limitations of Subscription Services specified in applicable Order Form(s) and Service Level Agreement, which define the scope and parameters of Subscription Services to be provided by SYNCRON under Agreement.

“SOW” or **“Statement of Work”** means any separate statement of work or other document (such as work order or change request) under which SYNCRON agrees to provide Professional Services. SOW contains specific terms for provision of Professional Services.

“Subscription Services” means SaaS Solution with Support package, Upgrades, SYNCRON Learning (if applicable), Customization Services (if ordered), and other add-on services, ordered by CUSTOMER in the scope set out in applicable Order Form(s).

“Subscription Term” means the term of applicable Agreement, commencing on Initial Start Date and ending the number of years thereafter specified in applicable Order Form, unless terminated earlier or renewed in accordance with the terms stipulated hereunder.

“Support” means support services described in Service Level Agreement.

“SYNCRON” means SYNCRON contracting party (as specified in applicable Order Form, which can also mean Mize Inc.) and, as relevant, all its Affiliates engaged in provision of Subscription Services and, if applicable, Professional Services, and assisting in the performance of Agreement.

“SYNCRON Learning” means access to e-learning courses, within a scope specified in applicable Order Form(s) and Service Level Agreement(s), provided through SYNCRON’s learning management system.

“Third-Party Applications and Services” means online, web-based applications and offline software products as well as services that are provided by third parties and are identified as third-party applications or services. Third-Party Applications and Services may include, without limitation, third-party ERP systems, applications, connectors, APIs or customizations as well as integration, implementation, or any consulting services provided by third parties.

“Upgrades” means making available and/or providing services aimed at installation of new Releases or other updates, as further described in Service Level Agreement.



“Users” mean individuals who are authorized by CUSTOMER or CUSTOMER’s Affiliates to use Subscription Services and who have been supplied with user identifications and passwords by CUSTOMER (or by SYNCRON at CUSTOMER’s request). Users may include but are not limited to CUSTOMER’s or CUSTOMER’s Affiliates’ Support Users (as defined in Service Level Agreement), employees, consultants, contractors, dealers, and agents; or third parties with which CUSTOMER transacts business.

2. Provision of Subscription Services and Professional Services

2.1 Provision of Subscription Services

SYNCRON will make Subscription Services available to CUSTOMER pursuant to Agreement during an applicable Subscription Term. Subscription Services are made available at a fixed Annual SaaS Fee. CUSTOMER agrees that CUSTOMER’s purchase of Subscription Services hereunder is not contingent on delivery of any future functionalities or features.

2.2 Users

User must be identified by a unique e-mail address and a username, and two or more persons may not use Subscription Services as the same User. If User is not an employee of CUSTOMER, use of Subscription Services will be allowed only if User is under confidentiality obligations with CUSTOMER at least as restrictive as those in this Agreement and is accessing or using Subscription Services solely to support CUSTOMER’s, CUSTOMER Affiliates’ and their Users’ internal business purposes.

2.3 Professional Services

If ordered by CUSTOMER, SYNCRON will provide Professional Services to CUSTOMER associated with the implementation and use of base SaaS Solution and/or Customization(s). The scope of Professional Services, the Professional Services Fee and the standard hourly rates for Professional Services are specified in applicable Statement of Work

2.4 Applicability to further Agreements

The terms specified in this Master Subscription Agreement will apply to any further agreement signed by the parties and referring to this Master Subscription Agreement, which will then constitute a separate Agreement.

3. Use of Subscription Services

3.1 SYNCRON’S Responsibilities

SYNCRON (i) hereby grants CUSTOMER a right to access and use SaaS Solution and Customization (if ordered) in accordance with the Documentation and this Agreement solely for CUSTOMER’s business purposes and subject to the Service Limitations; (ii) will provide Support to CUSTOMER within the scope of Support package purchased by CUSTOMER, at no additional charge; (iii) will use commercially reasonable efforts to make SaaS Solution available within the scope and on the terms set forth in SLA; and (iv) will provide Subscription Services only in accordance with applicable laws and government regulations applicable to SYNCRON’s provision of Subscription Services and Professional Services to its customers generally (i.e. regardless of CUSTOMER’s particular use of Subscription Services or Professional Services) and subject to CUSTOMER’s use of Subscription Services in accordance with Agreement, Documentation and applicable Order Form.

If Professional Services are ordered by CUSTOMER, such consultancy (expert) services will be provided at a reasonable level of skill, care and experience.

3.2 CUSTOMER’S Responsibilities

CUSTOMER may access and use Subscription Services subject to the Service Limitations. CUSTOMER will: (i) be responsible for Users’ compliance with this Agreement or any breach by a User of this Agreement; (ii) be solely responsible for the accuracy, quality, integrity and legality of CUSTOMER Data and of the means by which CUSTOMER acquired CUSTOMER Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of Subscription Services, and promptly notify SYNCRON of any actual or suspected unauthorized access or use; (iv) use Subscription Services in accordance with: (A) Documentation and (B) the Service Limitations and

(v) shall comply with all applicable laws, rules and regulations with respect to CUSTOMER use of Subscription Services and CUSTOMER activities related to this Agreement.

CUSTOMER is responsible for informing SYNCRON which accounts of any authorized User who no longer needs access to Subscription Services or is no longer employed or engaged by CUSTOMER needs to be disabled.

CUSTOMER's access to the Internet is not subject to Agreement. CUSTOMER will be solely responsible for the correct operation of its Internet access including the transmission and its hardware.

SaaS Solution does not make and are not intended to make automatic decisions on behalf of CUSTOMER. CUSTOMER will be ultimately responsible for making any decisions or taking any actions associated with the use of SaaS Solution.

4. Third-Party Applications and Services

4.1 SYNCRON's Responsibility

SYNCRON is entitled to engage contractors and service providers, including providers of Third-Party Applications and Services, in delivering Subscription Services and Professional Services (if applicable). SYNCRON may allow such contractors and service providers to store, host, use, access, copy and transmit CUSTOMER Data, so far as it is necessary to provide Subscription Services and Professional Services (if applicable) under Agreement. SYNCRON undertakes to conclude confidentiality agreements and, if applicable, data processing agreements with its contractors and service providers, which are not less stringent than SYNCRON's confidentiality and, if applicable, data processing undertakings towards CUSTOMER resulting from Agreement.

4.2 CUSTOMER's Responsibility

Any acquisition or engagement done by CUSTOMER involving Third-Party Applications and Services and any exchange of data between CUSTOMER and a third-party provider, is solely between CUSTOMER and such applicable third-party provider. SYNCRON does not warrant or support Third-Party Applications and Services not contracted by SYNCRON. SLA terms and warranty stipulated in Section 8.1. below shall not apply thereto.

Providers of Third-Party Applications and Services engaged by CUSTOMER are independent of SYNCRON and SYNCRON shall in no event be responsible for their acts or omissions, including when such acts or omissions impact CUSTOMER's use of the Subscription Services. In particular, SYNCRON will not be responsible for any disclosure, modification or deletion of CUSTOMER Data resulting therefrom, as well as for delays or errors in data processing or data exchange on the part of such Third-Party Applications and Services. In case of integration of SaaS Solution with Third-Party Applications and Services engaged by Customer via CUSTOMER-enabled API or connectors, SYNCRON will not be liable for any defects, updates, disruptions, decommissioning, or deactivation of such API or connector, including, without limitation, for any disruptions of SaaS Solution resulting therefrom.

5. Fees and Payment Terms

5.1 Fees

CUSTOMER will pay all fees specified in the applicable Order Form, Statement of Work or Customization Development Form by the due dates and in the currency specified therein. Payment obligations will be made without any setoffs and fees paid are non-refundable except as provided hereinafter. Unless otherwise set forth in applicable Order Form(s), fees pertaining to Subscription Services are based on yearly periods that begin on Initial Start Date and each yearly anniversary thereof.

5.2 Invoicing and Payment

If CUSTOMER has purchased access to Subscription Services through AWS Marketplace, billing of CUSTOMER's account for Subscription Services will be processed through AWS Marketplace. CUSTOMER is responsible for keeping CUSTOMER's payment details in AWS Marketplace up to date.



Otherwise, if a purchase or renewal of Subscription Services has not been processed through AWS Marketplace and with regards to Professional Services Fees, SYNCRON will invoice CUSTOMER directly.

CUSTOMER will be invoiced for Subscription Services yearly in advance. Annual SaaS Fee and additional Annual SaaS Fees (if applicable) will become due for payment to SYNCRON on or prior to the date of each anniversary of Initial Start Date.

SYNCRON will invoice CUSTOMER for Professional Services in accordance with the terms set forth in applicable Statement of Work.

SYNCRON will invoice CUSTOMER for Customization Development Fee (if applicable) in advance. Invoiced fees are due net 30 days from the invoice date, subject to Section 5.7.

In case of late payment or if an audit discovers that CUSTOMER has underpaid SYNCRON, CUSTOMER will pay the amount due plus interest from the date the payment was due. The interest rate will be the lower of 2 percent per month or the highest interest rate allowed by applicable law.

All invoices will be delivered electronically and/or via using the notification addresses stated in applicable Order Form. Any changes in that contact addresses will be immediately notified by e-mail to the other party of the Agreement. CUSTOMER is responsible for providing SYNCRON and AWS Marketplace (if applicable) with complete and accurate billing and contact information (to the address: financese@syncron.com or via AWS Marketplace portal) and for notifying SYNCRON or AWS Marketplace (if applicable) in case of any changes to such information.

In the event CUSTOMER instructs SYNCRON to invoice another entity from CUSTOMER's group for the Subscription Services and/or Professional Services provided under this Agreement, SYNCRON will address invoices to an entity indicated by CUSTOMER. However, in any case CUSTOMER will remain fully responsible for such payments under this Agreement which must be made in a timely manner and in accordance with the terms of this Agreement.

5.3 Increased Use of Subscription Services

Any increases to the scope of use of Subscription Services will be subject to additional fees as set forth in applicable Order Form. CUSTOMER may increase Service Limitations or otherwise increase the scope of use of Subscription Services by signing a new Order Form. If a respective Order Form is not signed and an increased use of the Subscription Services is identified, SYNCRON will charge CUSTOMER for any increased use of Subscription Services at SYNCRON's then-current rates, prorated for the remainder of the then-current Subscription Term.

5.4 Indexation

SYNCRON is at all times entitled to adjust all fees upwards annually on the basis of the inflation rate for the last available 12-month period, expressed in the Index.

5.5 Suspension of Services and Acceleration

If any amount owing by CUSTOMER under Agreement or any other agreement between SYNCRON and CUSTOMER is 30 or more days overdue, SYNCRON may, without limiting SYNCRON's other rights and remedies, accelerate CUSTOMER's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and SYNCRON may, upon providing a 14-day e-mail notice, suspend all SYNCRON's services to CUSTOMER until such amounts are paid in full.

5.6 Taxes

Unless otherwise stated, SYNCRON's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). CUSTOMER is responsible for paying all Taxes associated with CUSTOMER's payment obligations under Agreement and will pay, reimburse and indemnify SYNCRON for any Taxes paid or payable by SYNCRON. SYNCRON is solely responsible for taxes assessable against it based on SYNCRON's income, property, and employees.

5.7 Purchase Orders (or similar)

In case a purchase order or any other similar document is required by CUSTOMER in order for an invoice to be paid, CUSTOMER is obliged to timely issue such purchase order, provide such purchase order and its number to financese@syncron.com or to AWS Marketplace portal (if applicable), and/or take any other action required under its internal company procedures to ensure

that the invoices issued by SYNCRON hereunder are paid by due dates specified in Section 5.2 of this Master Subscription Agreement. Such purchase order (or similar) will in no event cause payment due date to be extended.

In the event a purchase order (or similar) is not issued by CUSTOMER on time, SYNCRON remains entitled to invoice CUSTOMER for the due amounts under this Agreement and charge interest as from the payment due date.

Purchase orders or other similar documents, issued by CUSTOMER, will in no event supersede, modify, supplement the terms and conditions of Agreement or become part of Agreement. Any such document will not become binding on SYNCRON and will have no legal effect.

6. Proprietary Rights

6.1 SYNCRON'S Rights

Subject to the limited rights expressly granted hereunder, SYNCRON reserves all rights, title and interest in and to Subscription Services and its contents and Professional Services, including all related intellectual property rights. No rights are granted to CUSTOMER hereunder other than as expressly set forth herein.

CUSTOMER hereby grants to SYNCRON a non-exclusive, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into Subscription Services any suggestions, enhancement requests, recommendations or other feedback provided by CUSTOMER, including Users, relating to the operation of Subscription Services.

CUSTOMER hereby grants SYNCRON a non-exclusive, royalty-free, worldwide, transferable, sublicensable, limited-term license to use the Customer trademarks, service marks, and logos as required to provide the Subscription Services.

6.2 Restrictions

CUSTOMER will not: (i) permit anyone other than Users to access and use Subscription Services except as expressly stated otherwise in Agreement; (ii) create derivative works based on Subscription Services; (iii) copy, download, frame or mirror any part or content of Subscription Services and/or Documentation, other than copying, downloading or framing on CUSTOMER's own intranets or otherwise for CUSTOMER's own internal business purposes; (iv) de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Subscription Services, or otherwise derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Subscription Services, (v) access Subscription Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of Subscription Services;; (vi) sell, resell, rent, lease or otherwise distribute Subscription Services or use the Subscription Services and/or Documentation to provide services to third parties in any manner not directly related to the purposes for which the Agreement between SYNCRON and CUSTOMER was concluded, including but not limited to reselling or transferring the rights to use the Subscription Services to any third party; (vii) use Subscription Services to store or transmit infringing, libellous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights;; (viii) use Subscription Services to store or transmit Malicious Code; (ix) interfere with or disrupt the integrity, operation or performance of Subscription Services or third-party data contained therein; (x) attempt to gain, or assist third parties in gaining, unauthorized access to Subscription Services or their related systems or networks; (xi) access or use Subscription Services in any manner or for any purposes which violate the applicable laws, rules and regulations. or (xii) attempt to probe, scan or test vulnerability of the SaaS Solution without prior authorization of SYNCRON, or (xiii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of SYNCRON or its licensors in SaaS Solution, Documentation or any copies thereof.

6.3 Ownership of CUSTOMER Data

As between SYNCRON and CUSTOMER, CUSTOMER exclusively owns all rights, title and interest in and to all CUSTOMER Data.

CUSTOMER grants SYNCRON, and its applicable contractors and service providers, a worldwide and non-exclusive right to store, host, use, copy and transmit CUSTOMER Data to the extent necessary to provide services under this Agreement.

7. Confidentiality

7.1 Confidential Information

“Confidential Information” means all confidential information disclosed by SYNCRON or CUSTOMER (**“Disclosing Party”**) to the other party (**“Receiving Party”**), whether orally, in writing or in any other form, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. CUSTOMER’s Confidential Information includes CUSTOMER Data; SYNCRON’s Confidential Information includes, but is not limited to Subscription Services (including all enhancements and improvements thereto), Documentation and Professional Services; and Confidential Information of each party includes the terms and conditions of Agreement, as well as business and marketing plans, technology and technical information, product plans and designs, intellectual property as well as business processes disclosed by such party. However, Confidential Information (other than CUSTOMER Data) does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to Disclosing Party, (ii) was known to Receiving Party prior to its disclosure by Disclosing Party without breach of any obligation owed to Disclosing Party, (iii) is received from a third party without breach of any obligation owed to Disclosing Party, or (iv) was independently developed by Receiving Party. The existence of Agreement and the fact of cooperation between the parties may be disclosed by either party.

7.2 Protection of Confidential Information

Except as otherwise permitted in writing by Disclosing Party, (i) Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of Disclosing Party for any purpose outside the scope of Agreement, and (ii) Receiving Party will disclose Confidential Information of Disclosing Party to its employees, contractors, agents and service providers on a need to know basis and for purposes consistent with Agreement and who are subject to confidentiality obligations with Receiving Party containing protections no less stringent than those herein.

7.3 Protection of CUSTOMER Data

Without limiting the above, SYNCRON will maintain appropriate technical and organizational security measures for protection of confidentiality, integrity and availability of CUSTOMER Data. Security measures are set forth in Security Appendix (Schedule 2 to the Data Processing Addendum) published on SYNCRON website: <https://www.syncron.com/legal/data-processing-addendum/%22%20/%20%22schedule2>. SYNCRON will not modify CUSTOMER Data (unless on CUSTOMER’s request). CUSTOMER Data will not be used for other purposes than to perform SYNCRON obligations under this Agreement, in particular, to provide Subscription Services and Professional Services, prevent or address service or technical problems, or handle customer support matters.

7.4 Compelled Disclosure

Receiving Party may disclose Confidential Information of Disclosing Party if it is compelled by law to do so, provided that Receiving Party gives Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party’s cost, if Disclosing Party wishes to contest the disclosure. If Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information as part of a civil proceeding to which Disclosing Party is a party, and Disclosing Party is not contesting the disclosure, Disclosing Party will reimburse Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.5 Destruction and Return of Confidential Information

Upon Disclosing Party’s request and upon termination of the Agreement, the Receiving Party shall promptly destroy or return the Disclosing Party’s Confidential Information. Return of CUSTOMER’s Data is set forth in Section 11.5. The obligation to destroy or return Confidential Information shall not apply: a) if legal proceedings related to the Confidential Information prohibit its return or destruction, until the proceedings are settled or a final judgment is rendered; b) to Confidential Information held in archive or back-up systems under general systems archiving or backup policies; or c) to Confidential Information the Receiving Party is legally entitled or required to retain.

8. Warranties and Disclaimers

8.1 SYNCRON'S Warranties

SYNCRON warrants that (i) SaaS Solution will perform substantially in accordance with Documentation and SLA, and (ii) the functionality of SaaS Solution will not be materially decreased during Subscription Term.

In the event of any breach of either of the warranties above, (a) SYNCRON will correct the non-conforming portion of SaaS Solution in accordance with SLA at no additional charge to CUSTOMER, or (b) in the event SYNCRON is unable to correct in accordance with SLA, those deficiencies materially affecting CUSTOMER's use of the SaaS Solution, SYNCRON will, upon CUSTOMER's written request, refund CUSTOMER amounts paid that are attributable to such defective portion of SaaS Solution from the date SYNCRON received such request until a work-around or alternative approach that achieves substantially the same result or functionality is made. CUSTOMER will notify SYNCRON in writing within thirty (30) days of identifying the material deficiency.

In case the breach of warranty constitutes a material breach of Agreement, instead of pursuing measures specified above, CUSTOMER may elect to terminate Agreement in accordance with Section 11.3 (Early Termination) and Section 11.4 (Refund or Payment upon Termination) below.

8.2 CUSTOMER Warranties

CUSTOMER represents and warrants that any Customer Data will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be infringing, libellous, containing tortuous material, violating third-party privacy rights; or otherwise unlawful and (d) otherwise violate the rights of a third party.

8.3 Mutual Warranties

Each party represents and warrants that (i) it has the legal power to enter into Agreement, and (ii) it will not transmit to the other party any Malicious Code (except for Malicious Code previously transmitted to the warranting party by the other party).

8.4 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION AND IN SECTION 9.1, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

SAAS SOLUTION IS PROVIDED "AS IS" AND SYNCRON DOES NOT WARRANT AND SPECIFICALLY DISCLAIMS THAT ALL ERRORS CAN BE CORRECTED, OR THAT OPERATION OF SAAS SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE.

9. Indemnification

9.1 Indemnification by SYNCRON

SYNCRON warrants that the use of SaaS Solution in accordance with the terms of Agreement does not, to the best of SYNCRON's current knowledge, violate the intellectual property rights of any third party. SYNCRON will indemnify, defend and hold harmless CUSTOMER from and against any claim made or brought against CUSTOMER by a third party alleging that the provision or use of SaaS Solution infringes any third party's intellectual property rights and will indemnify CUSTOMER for any damages finally awarded against, and for reasonable attorney's fees incurred by CUSTOMER in connection with any such claim. CUSTOMER will (a) promptly give SYNCRON a written notice of such claim; b) give SYNCRON sole control of the defence or settlement of such claim (provided that SYNCRON may not settle any claim unless the settlement unconditionally releases CUSTOMER of all liability), and (c) provide all reasonable assistance to SYNCRON in defending against such claim. If any portion of SaaS Solution becomes, or in SYNCRON's opinion is likely to become, the subject of a claim of infringement, or if an infringement is established or acknowledged following legal proceedings and/or negotiations, SYNCRON will, at its sole and exclusive option either: procure for CUSTOMER the right to continue the use of SaaS Solution, replace the infringing part of SaaS Solution with a non-infringing part of equivalent function and performance, or modify SaaS Solution

so that they become non-infringing without materially detracting from function or performance. If none of the aforementioned measures proves successful to obtain on commercially reasonable terms in spite of SYNCRON using its commercially reasonable efforts, or any modification has materially detracted, from the functionality or performance of SaaS Solution, SYNCRON may terminate the Agreement and completely uninstall SaaS Solution and refund CUSTOMER any prepaid fees covering the remainder of the applicable Subscription Term after the effective date of termination.

Notwithstanding the foregoing, SYNCRON will have no obligation under this section or otherwise with respect to any infringement claim based upon (i) any use of SaaS Solution not in accordance with this Agreement or as specified in the Documentation; (ii) any use of SaaS Solution in combination with other products, equipment, software or data not supplied by SYNCRON; or (iii) any modification of SaaS Solution by any person other than SYNCRON or its authorized agents.

9.2 Indemnification by CUSTOMER

CUSTOMER will indemnify, defend and hold harmless SYNCRON against any claim made or brought against SYNCRON by a third party alleging that (i) CUSTOMER Data or CUSTOMER's use of CUSTOMER Data in SaaS Solution, (ii) CUSTOMER's use of SaaS Solution in violation of Agreement, or (iii) Third-Party Applications and Services installed or enabled by CUSTOMER for use or interoperation with SaaS Solution, infringes or misappropriates the intellectual property rights of a third party or violates applicable law, and will indemnify SYNCRON for any damages finally awarded against, and for reasonable attorney's fees incurred by SYNCRON in connection with any such claim. SYNCRON will (a) promptly give CUSTOMER written notice of the claim; (b) give CUSTOMER sole control of the defence and settlement of the claim (provided that CUSTOMER may not settle any claim unless the settlement unconditionally releases SYNCRON of all liability); and (c) provide all reasonable assistance to CUSTOMER in defending against such claim.

9.3 EXCLUSIVE REMEDY

THIS SECTION 9 STATES THE INDEMNIFYING PARTY'S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY'S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY TYPE OF CLAIM DESCRIBED IN THIS SECTION 9.

10. Limitation of Liability and Force Majeure

10.1 Limitation of Liability

EXCEPT FOR PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 AND CUSTOMER'S PAYMENT OBLIGATIONS, A PARTY'S MAXIMUM AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS ARISING OUT OF OR RELATED TO THE AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR UNDER ANY OTHER THEORY OF LIABILITY, WILL BE LIMITED TO 100 PERCENT OF THE RECURRING FEES PAID OR PAYABLE BY CUSTOMER FOR THE 12 MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO A CLAIM.

FOR BREACH OF CONFIDENTIALITY, SECURITY OR PRIVACY OBLIGATIONS UNDER THIS AGREEMENT (INCLUDING DATA PROCESSING ADDENDUM) AS WELL AS FOR CUSTOMER'S BREACH OF SECTION 6.2, EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES AND SUPPLIERS, WILL BE LIMITED TO 200 PERCENT OF THE RECURRING FEES PAID OR PAYABLE BY CUSTOMER FOR THE 12 MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO A CLAIM.

10.2 Exclusion of Liability

IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES, LOSS OF USE, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT SUCH PARTY OR ITS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER'S PAYMENT OBLIGATIONS REMAIN UNAFFECTED.

SYNCRON'S LIABILITY FOR THE LOSS OR CORRUPTION OF CUSTOMER DATA WILL BE RESTRICTED TO THE TYPICAL RESTORATION EXPENSES THAT WOULD HAVE OCCURRED IN CASE OF REGULAR AND APPROPRIATE IMPLEMENTATION OF SAFETY COPIES.

NOTHING IN THIS AGREEMENT IS INTENDED TO LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR DAMAGES ARISING OUT OF ITS FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR ANY OTHER LIABILITY THAT MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

10.3 CUSTOMER ACKNOWLEDGEMENT

CUSTOMER ACKNOWLEDGES THAT SYNCRON HAS SET ITS FEES, AND ENTERED INTO THE AGREEMENT IN RELIANCE UPON THE LIMITATION OF LIABILITY IN THIS SECTION 10, THE DISCLAIMER OF WARRANTIES IN SECTION 8.4 AND THE LIMITED REMEDIES IN THE AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

10.4 Force Majeure

Neither party will be deemed in default or breach of this Agreement or liable for any loss or damages or otherwise responsible for delays or failure in performance (except for payment of money) due to causes or occurrences beyond its control including, but not limited to, civil disobedience, casualty or accident, war, labour disputes, acts of terrorism, government actions, electric or electronic breakdowns, failure by Internet providers or failure of any third party hardware, software or services ("**Force Majeure Event**"). If either party is affected by a Force Majeure Event, it will as soon as reasonably practical notify the other party in writing and will take commercially reasonable steps to mitigate the effect of a Force Majeure Event.

11. Term and Termination

11.1 Subscription Term

Agreement becomes effective on the Initial Start Date and continues until the end of Subscription Term.

11.2 Renewal and Revision of Fees

Subscription Term identified on the applicable Order Form will automatically renew for additional periods of one (1) year, unless either party gives the other a written notice of non-renewal at least six (6) months before the end of Subscription Term. Without prejudice to Sections 5.3 and 5.4, the fees during any renewal term will be the same as that during the prior term for the same scope of Subscription Services unless SYNCRON has given CUSTOMER written notice of a pricing increase at least seven (7) months before the end of such prior term, in which case the pricing increase will be effective upon renewal and thereafter.

11.3 Early Termination

A party may terminate the applicable Agreement: (i) upon a thirty (30) days' written notice to the other party of a material breach of Agreement 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 ("**Early Termination**"). No other termination for any other reason is allowed according to Agreement.

11.4 Refund or Payment Upon Early Termination

Upon Early Termination by CUSTOMER, SYNCRON will refund CUSTOMER any prepaid fees covering the remainder of Subscription Term after the effective date of termination. Upon Early Termination by SYNCRON, CUSTOMER will pay any unpaid fees covering the remainder of Subscription Term after the effective date of termination. In no event will any termination relieve CUSTOMER of the obligation to pay any fees payable to SYNCRON for the period prior to the effective date of termination.

11.5 Return of CUSTOMER Data

Upon written request by CUSTOMER made within thirty (30) days after the effective date of termination of Agreement, SYNCRON will make a file with CUSTOMER Data available to CUSTOMER for download. After such 30-day period, SYNCRON will have no obligation to maintain or provide CUSTOMER Data and will thereafter, unless legally prohibited, delete or destroy all of

CUSTOMER Data in SYNCRON's systems or otherwise in SYNCRON's possession or under SYNCRON's control.

11.6 Surviving Provisions

Section 5 (Fees and Payment Terms), 6 (Proprietary Rights), 7 (Confidentiality), 8.4 (Disclaimer), 9 (Indemnification), 10 (Limitation of Liability and Force Majeure), 11.4 (Refund or Payment upon Termination), 11.5 (Return of CUSTOMER Data), and 12 (Miscellaneous) will survive any termination or expiration of Agreement.

12. Miscellaneous

12.1 Sanctions and Export Control Compliance

Each party will comply with any and all applicable Sanctions Laws (including export controls) in, respectively, providing and using SaaS Solution. Each party represents that it is not a Restricted Person. CUSTOMER will not permit access or use of SaaS Solution by or make them available to (a) Restricted Persons, or (b) Users in Restricted Jurisdiction, in a manner that will result in a violation of Sanctions Laws (including export controls).

12.2 Notices

Except as otherwise specified in Agreement, all notices, permissions and approvals hereunder will be in writing. They will be deemed to have been given upon: (i) personal delivery, (ii) the first business day after receipt of a mail, or (iii) the first business day after sending by e-mail (provided e-mail is not sufficient for notices of non-renewal, termination, early termination, or indemnifiable claim, which must be provided in paper version with handwritten signature(s)). Notices to CUSTOMER will be addressed to the system administrator designated by CUSTOMER for CUSTOMER relevant SaaS Solution account, and in the case of billing-related notices, to the relevant billing contact designated by CUSTOMER. Notices to SYNCRON will be addressed to SYNCRON's Legal Department (address: ul. Twarda 4, 00-105 Warsaw, Poland), e-mail: legal@syncron.com.

12.3 Personal Data

Should SYNCRON collect, store and process CUSTOMER's personal data as part of SaaS Solution, it will be deemed to do so only on behalf of CUSTOMER and on CUSTOMER's instructions, as a data processor, for purpose of performing its contractual undertakings arising from this Agreement. Processing of personal data under Agreement is governed by the terms set out in the Data Processing Addendum ("DPA") available on SYNCRON website: <https://www.syncron.com/legal/data-processing-addendum/>. DPA constitutes an integral part of Agreement, is hereby incorporated to it by reference and is deemed valid without the necessity to put parties' written signatures in the body of DPA. Either party's acceptance of Agreement constitutes the party's agreement to DPA, its schedules (including EU Standard Contractual Clauses, if applicable) and appendices.

12.4 Marketing Activities

CUSTOMER agrees to the following marketing assistance:

- a) Press Releases: the development and joint issuance of two (2) news-oriented press releases, each including a quote attributed to a high-level executive of CUSTOMER expressing the reasons why CUSTOMER selected Syncron: (1) selection release (issued within thirty (30) days of Agreement signature); and (2) go live release (issued within ninety (90) days following "go live");
- b) Media Inquiries: a high-level executive of CUSTOMER will serve as spokesperson for media inquiries related to the selection and implementation of SaaS Solution;
- c) Customer Success Story: serve as the subject for a written and video customer success story on the selection, implementation, and impact of SaaS Solution; and
- d) Logo and Name Permissions: CUSTOMER grants a non-exclusive and limited-term license to SYNCRON to use CUSTOMER's company logo and name in marketing collateral and at SYNCRON's web site.

SYNCRON will provide CUSTOMER with all marketing materials prior to publication and/or issuance. Should CUSTOMER not give its approval (not to be unreasonably withheld) or remarks within 14 days of receipt of such marketing materials, they will be deemed approved by CUSTOMER.

12.5 Personnel

The parties are not entitled to recruit or try to recruit employees, contractors or consultants that are or have been involved in any way in any project realized under applicable Agreement, during the term of Agreement or twelve (12) months after its termination or expiration. Notwithstanding the foregoing, the parties hereby acknowledge and agree that the restrictions of this subsection shall not apply to the hiring by either party of any individual who, not being specifically solicited or targeted, responds to a general recruitment advertisement of the other party.

12.6 Anti-Corruption

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement.

12.7 Waiver

No failure or delay by either party in exercising any right under Agreement will constitute a waiver of that right.

12.8 Severability

If any provision of Agreement is found to be illegal, invalid or unenforceable, the provision will be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of Agreement will remain in effect.

12.9 Assignment

Neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, SYNCRON may without the consent of CUSTOMER assign its rights and obligations to (i) SYNCRON's Affiliate and (ii) a third party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. The terms of the Agreement will be binding upon the parties and their respective successors and permitted assigns.

12.10 Amendments

Agreement may only be amended by a written agreement between the parties, setting out a clear intention of the parties to amend the terms and conditions of Agreement and signed by the requisite number of authorized signatories of each party.

12.11 Entire Agreement

This Master Subscription Agreement, including all Order Forms, SLA, SOW(s), addenda, appendices, and annexes hereto contains all the terms and conditions agreed between the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. In the event of a conflict between Order Form, SLA, SOW(s) and Master Subscription Agreement, the order of precedence is as set out in this provision in descending order of control. No representation, undertaking or promise will be taken to have been given or implied from anything said or written in negotiations between the parties prior to Agreement. Neither party will have any remedy in respect of any untrue statement made by the other upon which that party relied in entering into Agreement (unless such untrue statement was made fraudulently) and that party's only remedies are those for breach of contract as provided in Agreement.

12.12 Governing Law

Agreement is governed by and construed in accordance with the substantive laws of Sweden.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.13 Disputes

The parties will use reasonable efforts to settle amicably any disputes which may arise out of or in connection with Agreement. If the parties fail to reach a settlement, such dispute will be finally settled by arbitration in accordance with the Rules of Arbitration of the Stockholm Chamber of Commerce. The arbitration proceedings will be held in Stockholm. The language of the arbitration proceedings will be English. Either party may enforce the award of the arbitral tribunal before any competent court.

12.14 Independent Contractors

SYNCRON's relationship to CUSTOMER is that of an independent contractor, and neither party is an agent or partner of the other. Neither party will have and will not represent to any third party that it has, any authority to act on behalf of the other party.

12.15 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

12.16 Electronic Signature

The parties may sign the Agreement by using an electronic signature. The parties agree that the electronic signature expresses the consent for this Agreement to be legally binding on the parties and to serve as evidence on the same account as a hand-signed paper document.

12.17 Binding Force

This Master Subscription Agreement ("MSA"), forming integral part of the Agreement, shall be deemed valid, effective and binding upon the Parties solely by the fact of its incorporation by reference in an applicable Order Form or other similar document. Both Parties acceptance of the Order Form (or similar document) containing a reference to this MSA constitutes acceptance of this MSA and its appendices (if applicable), without the necessity to put parties' written signatures in the body of the MSA and its appendices (if applicable).

On behalf of CUSTOMER

Customer's acceptance of the Order Form shall constitute its agreement to enter into and be bound by the terms of the Agreement (including this MSA, SLA, SOW and DPA).

On behalf of SYNCRON

Synchron's acceptance of the Order Form shall constitute its agreement to enter into and be bound by the terms of the Agreement (including this MSA, SLA, SOW and DPA).

LOCAL TERMS AND CONDITIONS

CUSTOMER is contracting with SYNCRON entity listed in the table below based upon the CUSTOMER's location. The default governing law of the Agreement is the law of Sweden, unless specified otherwise in the table below. In such case, below local terms and conditions will apply and modify the Master Subscription Agreement accordingly.

CUSTOMER's location	SYNCRON's contracting party	Governing law	Disputes resolution	Agreement currency	Index
Europe, the Middle East, and Africa (EMEA), other than Turkey and South Africa	Synchron Sweden AB Östra Järnvägsgatan 27 111 20 Stockholm, Sweden Reg.no. : 556573-8894 VAT ID / Tax No.: SE556573889401	Indicated above in section 12.2. of this MSA	Indicated above in section 12.3 of this MSA	SEK / EUR	Indicated above in section 1 of this MSA

All other locations	Syncron Inc. Suite 1310, 333 North Michigan Avenue; Chicago, IL 60601 Tax No.: 450562518	Indicated in Local Terms and Conditions section below	Indicated in Local Terms and Conditions section below	USD / EUR	
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Agreements subject to the laws of the United States

I. If the Agreement is made subject to the laws of the **United States**, the following changes to the Master Subscription Agreement shall apply:

I.A Section 1, Definitions

The following definition of “Index” shall apply:

“**Index**” means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All items index, currently published by the US Department of Labor at <http://www.bls.gov/news.release/cpi.toc.htm>.

I.B Section 5. 2. Invoicing and Payment

The following change in the wording of Section 5.2. shall apply:

5.2. Invoicing and Payment

In section 5.2, sixth paragraph, the following email address for correspondence shall be used: financeus@syncron.com

I.C Section 5.7. Purchase Orders (or similar)

The following change in the wording of Section 5.7. shall apply:

5.7. Purchase Orders (or similar)

In section 5.7, first paragraph, the following email address for correspondence shall be used: financeus@syncron.com

I.D Section 12.12. Governing Law

The following wording of Section 12.12. shall apply:

12.12. Governing Law

“Agreement is governed by and construed in accordance with the substantive laws of the State of Georgia, USA without regard to conflicts of law principles.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.”

I.E Section 12.13. Disputes

The following wording of Section 12.13. shall apply:

12.13. Disputes

“The parties will use reasonable efforts to settle amicably any disputes which may arise out of or in connection with the Agreement.

All claims, disputes and other matters in question between the CUSTOMER and SYNCRON shall be submitted exclusively to binding arbitration administered by the American Arbitration Association (“**AAA**”) in accordance with its Commercial Arbitration Rules (the “**Rules**”). The number of arbitrators

will be three, who will be chosen in accordance with the Rules. The arbitrators may come from anywhere in the United States, provided, however, that each one has experience in software as a service or technology contracts. The language of the arbitration will be English. The locale of the arbitration shall be (i) Atlanta, Georgia or (ii) via videoconference as required to allow the hearing to proceed as scheduled at the discretion of the arbitrator. Except as otherwise expressly set forth herein, each party waives any objection that it may have to the aforementioned choice of law or venue. The parties agree that (A) any dispute about the arbitral tribunal's jurisdiction, either before or after initiation of the arbitration, and/or (B) any dispute about the arbitrability of any claim, counterclaim, or set off shall be brought solely and exclusively in a court of competent jurisdiction in the State of Georgia and each party submits to the exclusive jurisdiction of such court; an arbitral tribunal may not decide its own jurisdiction or the arbitrability of any matter in the event of any disagreement between the parties. In no event, even if any other portion of these provisions is held to be invalid or unenforceable, shall the arbitration panel have power to make an award or impose a remedy that could not be made or imposed by a court deciding the matter in the same jurisdiction. Except as may be required by law, or to the extent required to compel arbitration, when required to enforce other rights or defend other proceedings in situations in which the fact of the award is a necessary element of the claim or defense, or to obtain interim relief or to enforce an award, neither party nor its representatives may disclose the existence, content, or results of any arbitration hereunder without the other party's prior written consent. The parties may seek emergency or interim relief as provided by the Rules. The arbitrator is required to award to the prevailing party its reasonable attorneys' fees and may award all costs, including the costs of the arbitrator and the AAA fees. Any award must be made in U.S. dollars and be subject to the terms of the Agreement. In addition to all rights provided under the Rules and law, each party agrees that any judgment rendered by the arbitrators may be enforced or executed against the assets of any such party in any jurisdiction pursuant to U.S. law or the New York Convention, as applicable. Notwithstanding the agreement to the procedures set forth in this Section, either party may seek equitable relief to enforce its rights, solely and exclusively in a court of competent jurisdiction in the State of Georgia, where damages would not provide adequate relief, and each party submits to the exclusive jurisdiction of such court."