**Last Modified: October 22nd, 2026**

**IMPORTANT – PLEASE READ CAREFULLY:** THESE QUORUM SOFTWARE AND SERVICES END USER TERMS ("**AGREEMENT**") GOVERN YOUR ACCESS TO AND USE OF THE SOFTWARE AND RELATED SERVICES PROVIDED BY THE QUORUM ENTITY IDENTIFIED IN THE APPLICABLE ORDERING DOCUMENT ("**VENDOR**", "**LICENSOR**", OR "**QUORUM**"). BY EXECUTING OR ACCEPTING AN ORDERING DOCUMENT OR EQUIVALENT AGREEMENT THAT INCORPORATES THIS AGREEMENT, YOU ("**CUSTOMER**" OR "**LICENSEE**") AGREE TO BE BOUND BY THIS AGREEMENT. EACH ORDERING DOCUMENT SPECIFIES THE SOFTWARE, SERVICES, AND FEES FOR YOUR ORDER, AND THIS AGREEMENT BECOMES EFFECTIVE ONLY IN CONNECTION WITH A VALID ORDERING DOCUMENT. IF YOU ENTER INTO THE ORDERING DOCUMENT OR EQUIVALENT AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT YOU ARE AUTHORIZED TO ACT ON BEHALF OF AND LEGALLY BIND THAT ENTITY TO THIS AGREEMENT.

This Agreement is between the Vendor and Customer identified in the applicable Order. Each is a "**Party**" and together the "**Parties**". The effective date of this Agreement (the "**Effective Date**") is the earliest of: (1) the date Customer first installs, uses, or accesses the ordered Software, whether obtained directly from Vendor or through an authorized agent, reseller, or enterprise software app store; (2) the date agreed in the Order; or (3) unless otherwise specified, the date the Order is last signed or accepted by the **Parties**. This Agreement governs Orders for SaaS or Self-Hosted Subscriptions and associated Services. Each Order and any exhibit attached to this Agreement or an Order, or made available by hyperlink, is incorporated into this Agreement.

If the Software or Services are purchased through an authorized agent, reseller, or enterprise software app store, this Agreement applies on execution or acceptance of a valid Order that identifies the end-user Customer. The Effective Date in such cases is determined as set forth in this Agreement. Authorized agents and resellers must: (i) ensure the accuracy of the Order, including the scope of Software and Services; (ii) provide this Agreement to the end-user Customer; and (iii) obtain the end-user Customer's acceptance of this Agreement before it accesses or uses the Software or Services. Agents, resellers, and marketplace hosts are not authorized to make any commitments or representations on Vendor's behalf. To the extent of the terms of this Agreement, Vendor is a third-party beneficiary of related agreements between the end-user Customer and the agent or reseller. This Agreement is solely between Vendor and Customer, and Vendor's obligations are contingent on Customer's payment of applicable Fees. Unless otherwise agreed, any use of the Software or Services without prior acceptance of this Agreement is prohibited.

## 1 Definitions

"**Affiliate**" means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where "control" means owning more than 50% of its equity or rights to elect or appoint directors or equivalent roles. Vendor's Affiliates include only entities operated within the Quorum software business, excluding any private equity sponsor, investment fund, management company, or other portfolio company or investment.

**"API"** means any application programming interface, endpoint, webhook, connector, model context protocol server or tool, or other interface, including related specifications, software development kits, and authentication mechanisms, that Vendor provides as part of the Software or Services for programmatic access to or interaction with Vendor Technology.

"**Applicable Law**" means any applicable law, regulation, order, policy, license, registration, permit, or standard having the effect of law.

**"Automated Access"** means access to or use of Vendor Technology by automated means, including Automated Access Tools, without a human directly initiating each request.

**"Automated Access Tools"** means any software, service, workflow, integration, or connector, other than Vendor APIs and other functionality Vendor provides as part of the Software or Services, used by or on behalf of Customer to perform Automated Access, including scripts, bots, crawlers, robotic process automation, large language model tools, and AI connection protocols or plugin frameworks, whether operated locally, in Customer's environment, or by a third party.

**"Automated Identity"** means any non-human User, account, service account, bot identity, or other identifier used for Automated Access to Vendor Technology, including an identity associated with Credentials used by an Automated Access Tool.

**"Billable Event"** means a unit of usage, event, action, transaction, request, or resource consumption identified in an Order, or in supporting documentation incorporated into an Order, as chargeable or counting toward an allotment, allowance, overage, or other usage-based Fee. Supporting documentation may describe how Billable Events are defined and measured, but no Fee applies unless the charging basis is stated in, or incorporated into, an Order.

"**Confidential Information**" means any information communicated to one Party by the other Party in connection with this Agreement, whether before or after the Effective Date, which the receiving Party should reasonably understand to be confidential or proprietary given the nature of the information or the circumstances of its disclosure.

**"Credentials"** means usernames and passwords, API keys, access tokens, OAuth credentials, service accounts, certificates, or other access mechanisms used to authenticate or authorize access to the Vendor Technology.

"**Customer Data**" means (i) data, including Personal Data, that Customer or its Users provide to Vendor Group, or that Vendor Group collects from Customer's systems, under an Order, and (ii) Output (as defined in Section 3.5). Customer Data excludes System Data and Vendor Technology, including data models, schemas, and curation or transformation logic, but not the data values to which they are applied.

"**Customer Group**" means Customer, its Affiliates, and their respective directors, officers, and employees.

"**Data Processing Addendum**" or "**DPA**" means the terms governing the processing, protection, and security of Customer Data, including Personal Data and Customer Confidential Information, and related technical and organizational measures, as stated or referenced in this Agreement, an exhibit, or an Order.

"**Deliverables**" means any items that Vendor agrees in an Order to make available or deliver to Customer in connection with Professional Services.

"**Documentation**" means the technical documentation relating to the operation and use of the licensed Software, as updated from time to time.

"**Fees**" means all amounts payable by Customer under this Agreement or an Order, including subscription, Services, onboarding, one-time, Billable Event, and overage fees.

"**Intellectual Property**" means all registered and unregistered intellectual property and proprietary rights in any jurisdiction, including copyrights, trademarks, service marks, patents and other invention rights, circuit layouts, designs, business, product and domain names, trade secrets, applications, renewals, and extensions.

**"License"** means Customer's rights under an Order to use the Software during the Subscription Term, including new releases for repairs, enhancements, or features that Vendor makes generally available to all licensees without additional charge.

"**Licensed Materials**" means the Software, Documentation, and Deliverables.

"**Order**" or "**Ordering Document**" means a mutually agreed order form, license schedule, order confirmation, statement of work, enterprise software app store order or private offer, or similar document specifying the Licenses or Services Vendor will provide. Unless otherwise agreed, Vendor's latest Order form applies.

"**Personal Data**" means any information that can be used directly or indirectly, alone or in combination with other information, to identify an individual.

"**Professional Services**" means implementation, migration, training, and other one-time services Vendor provides under an Order and its attached statement of work, including any applicable Product Listing.

**"Product Listing"** means the description of Software and related information listed in an enterprise software app store, if applicable, and offered by Vendor or its authorized reseller, including Services and Vendor's policies and procedures incorporated or referenced therein.

"**Recurring Services**" means standard recurring incident support, remote Software access, Software updates, and other packaged recurring services provided during the Subscription Term, as described or referenced in the Order, any applicable Product Listing, support policy, or cloud standards. Onsite Services require a separate Professional Services Order unless otherwise agreed.

"**SaaS Subscription**" means a License for remote access to Software, including associated Recurring Services, described in the Order.

"**Sanctioned Person**" means any person or entity that is (a) located, ordinarily resident, organized, or incorporated in a country or territory subject to comprehensive sanctions under applicable Trade Control Laws ("**Sanctioned Country**"); (b) designated on a Sanctions List; or (c) owned or controlled by, or acting for the benefit of, a person or entity designated on a Sanctions List.

"**Sanctions List**" means, as amended, supplemented, or replaced: (a) OFAC's Specially Designated Nationals and Blocked Persons list; (b) the United Nations Security Council Consolidated Sanctions List; (c) the EU Consolidated List of Persons, Groups and Entities Subject to Financial Sanctions; (d) the UK Consolidated List of Financial Sanctions Targets and Investment Ban List; and/or (e) any similar list maintained by a relevant authority.

"**Self-Hosted Subscription**" means a License for



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installation of Software on Customer-hosted systems, including associated Recurring Services, described in the Order.

"**Services**" means Professional Services and Recurring Services.

"**Software**" means Vendor's software modules and add-ons selected and described in the Order and associated Documentation, including APIs made available under the Order and, where applicable, the Product Listing.

"**Subscription Term**" means the period of the SaaS Subscription or Self-Hosted Subscription as specified in this Agreement and the applicable Order.

**"System Data"** means data collected or generated by Vendor Group in connection with the provision, operation, or use of Vendor Technology, including logs, telemetry, configuration, availability, performance, security, resource-consumption, error, and feature-usage data, metadata on requests to and results from Vendor AI Features, and corrections, feedback, and analytics derived from any of these. System Data may include information identifying Customer or its Users only as reasonably necessary for operational, security, support, compliance, or usage-management purposes, and Vendor will remove or anonymize any such information and any incidental Customer Data before using System Data to develop or improve Vendor Technology.

"**Termination Assistance Period**" means up to 90 days after termination or expiration of this Agreement or an Order, as designated by Customer, during which Vendor will provide Termination Assistance Services under this Agreement.

"**Termination Assistance Services**" means (a) the Licenses and Services purchased immediately before termination or expiration, if requested by Customer for the Termination Assistance Period and subject to applicable Fees, and (b) Vendor's reasonable cooperation in migrating Customer Data stored on Vendor Technology to Customer or its designated provider. Unless otherwise agreed, Vendor will securely provide an "as is" copy of such Customer Data in the manner described in Section 3.6 and may charge its then-current rates for additional assistance.

**"Trade Control Laws"** means all applicable export control and economic sanctions laws and regulations, including the Export Administration Regulations, EU and UK dual-use controls, and sanctions programs maintained by the United Nations, United States, European Union or its member states, or the United Kingdom.

**"Usage Metrics"** means the parameters and limits set out in the applicable Order and incorporated supporting documentation that define Customer's licensed access to and use of Licensed Materials and Services, including authorized Users, permitted methods of use, volumes, and related Fees or overages. Use beyond those limits is unlicensed and may require additional Fees or remediation.

"**User**" means a person or non-human account or identity, including a service account, bot identity, or other Automated Identity, that Customer authorizes to access or use Vendor Technology as permitted by this Agreement, the applicable Order, Usage Metrics, and other license limits.

**"Vendor AI Features"** means Software or Services features that use machine learning, large language models, generative AI, or similar techniques to generate Output, recommendations, summaries, classifications, or actions. Vendor AI Features exclude Automated Access Tools.

"**Vendor Competitor**" means an entity that is regularly engaged in the business of developing and marketing software in the energy IT solutions marketplace that provides the same or similar functions as the licensed Software.

"**Vendor Group**" means Vendor, its Affiliates, and their respective directors, officers, and employees.

"**Vendor Technology**" means Licensed Materials and Vendor's methodologies, tools, hardware, designs, algorithms, machine learning models, templates, software and code, APIs, environments, data, architectures, data models and schemas, class libraries, processes, technologies, documentation, systems, development platforms, and objects, including all updates, upgrades, improvements, configurations, extensions, developments, derivative works, manuals, and related Intellectual Property and Confidential Information, whether existing on the Effective Date or developed under this Agreement or otherwise.

## 2 Ordering Process

### 2.1 Orders

The Parties may agree upon Orders for License(s) and related Services, including through Vendor's authorized agents, resellers, and enterprise software app stores.

### 2.2 Orders by Party Affiliates

A Party's Affiliate may enter into an Order under this Agreement. For that Order, the Affiliate is deemed Customer or Vendor, as applicable, has all corresponding rights and obligations under this Agreement, and is solely responsible for its obligations.

## 3 License Grants

### 3.1 Self-Hosted Subscriptions

For a Self-Hosted Subscription, Vendor grants Customer a non-exclusive, non-transferable, non-sublicensable, indivisible license during the Subscription Term to deploy, operate, and use the Software in object code in Customer's computing environment and permit Users to access and use it and related Recurring Services results, subject to this Agreement and the Usage Metrics. Vendor will deliver one object-code copy, which Customer may reasonably copy for backup and archival purposes. Customer may use the Software only in one production instance on a server owned or controlled by Customer or a contractor permitted under Section 3.7, and on other such servers only for testing, development, or failover, subject to the Order. The Subscription includes the support level stated in the Order during the Subscription Term.

### 3.2 SaaS Subscriptions

For a SaaS Subscription, Vendor grants Customer a non-exclusive, non-transferable, non-sublicensable, indivisible right during the Subscription Term to permit Users to access and use the Software and related Recurring Services results, subject to this Agreement and the Usage Metrics. The Subscription includes availability, updates, and support at the Recurring Services levels stated in the Order.

### 3.3 Documentation

Vendor will deliver to Customer one copy of the applicable Documentation or give access to an electronic repository and/or online user guide where it can be found. Customer may reproduce a reasonable number of copies of the Documentation for use with the Software.

### 3.4 Deliverables

Vendor grants Customer a non-exclusive, non-transferable, non-sublicensable, indivisible license to use Deliverables internally in support of the related Licenses, Professional Services, and applicable Usage Metrics until the earlier of the applicable Subscription Term's expiration or termination and any date stated in the Order.

### 3.5 Output

Subject to the underlying License and Usage Metrics, Customer and authorized Users may generate output through Software functionality ("**Output**") during the Subscription Term. Afterward, Customer may perpetually use, modify, further develop, and distribute generated Output for purposes consistent with the use permitted under the applicable License, provided the Output incorporates no Vendor Technology and can be displayed without accessing Vendor Technology. Customer need not identify Vendor when using Output under this Section 3.5.

### 3.6 Customer API Use

This Section 3.6 governs API access and use by or on behalf of Customer, including through Users and third parties designated under Section 3.7.

Customer may use Vendor APIs only for its internal business purposes, within the scope of the Order and Usage Metrics, and subject to the Documentation and applicable Fees. Section 3.9 governs Automated Access to APIs and Vendor may change or retire APIs in accordance with this Agreement. Unless an Order states otherwise, Vendor does not warrant that an API will interoperate with any third-party application, tool, or system.

A third party, including any integration or analytics platform, tool, or system used by Customer, may access or use APIs on Customer's behalf only if designated under Section 3.7. Customer is responsible for having all rights and consents needed to connect an authorized third party to Vendor APIs and to exchange data through that connection, including for Vendor's processing of that data to support the connection. If those rights or consents end, Customer will promptly disable the connection.

Customer may accordingly integrate Customer Data through Vendor APIs with Customer's own generic financial accounting, planning, reporting, analytics, or similar business systems for its internal business purposes. However, before integration begins, an Order or a separate written integration or API agreement signed by the Parties must specify the applicable data sets, volumes, and permitted uses, if: (a) Vendor or Customer will develop, configure, or operate a connection, or provide an endpoint, interface, or access method, not described in the Documentation; (b) the integration requires technical mapping to, or reproduction of, Vendor's data model, schema, technical metadata, or other Vendor Technology beyond Vendor's external API specification; (c) a third party engaged by Customer provides a product or service competitive with the Licensed Materials being accessed; or (d) a third party engaged by Customer will make the connection or resulting data available to another person. An integration or access method permitted under a prior agreement between the Parties continues only to the extent expressly preserved in this Agreement or an Order, including as to the Software versions and scope stated there.

Vendor may impose reasonable rate, quota, concurrency, and fair-use limits on API use and Automated Access in any deployment model. Where Vendor hosts or operates the Software or Services, it may enforce those limits by throttling or rejecting requests. Section 4.3 governs restrictions or suspensions for violations or risks.

Sections 3.6, 3.7, and 3.9 do not restrict Customer from obtaining its Customer Data. On reasonable request during the Subscription Term, Vendor will provide Customer Data through standard export functionality. Where such is not available for particular Customer Data, the Parties will agree a reasonable machine-readable, non-proprietary format, failing which Vendor will provide that Customer Data in non-proprietary CSV format as held in the Software in which it was originally provided or collected. Vendor need not provide Vendor Technology, or Customer Data in the form structured, enriched, or curated by Vendor, except Output available through standard export functionality. Vendor may charge its then-current rates for work beyond



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standard export functionality.

**3.7 Permitted Users**
Customer may designate as human Users: (a) its employees; (b) employees of Affiliates authorized in an Order; and (c) individual personnel of Customer's contractors and service providers who access Vendor Technology solely to provide services to Customer and are bound by written confidentiality and use obligations no less protective than this Agreement. Each User must need access for the licensed use, act on Customer's behalf, and access Vendor Technology only as necessary for Customer to exercise its rights and perform its obligations under this Agreement and the applicable Order. A non-Affiliate third party must not be a Vendor Competitor.

Customer may authorize a third-party service provider, including a provider of software, artificial intelligence, or other services, to access Vendor Technology on Customer's behalf through human or non-human Users, subject to the conditions above and Sections 3.6 (APIs) and 3.9 (Automated Access). Each non-human User must be used solely for Automated Access, permitted under the applicable Usage Metrics, assigned an Automated Identity, controlled and monitored by Customer, and used only for Customer's internal business purposes. Any permitted sublicense is subject to all obligations applicable to Customer under this Agreement.

**3.8 User Responsibility**
Customer is responsible for configuring and managing User access in accordance with the licensed use and for ensuring that Users comply with this Agreement, including its use restrictions, Intellectual Property rights, and confidentiality terms. Customer is responsible for all acts and omissions of Users and any third party, including permitted sublicensees, that accesses Vendor Technology through Customer, its Affiliates, or Users, as if they were Customer's own acts and omissions.

**3.9 Automated Access**
Unless an Order or written agreement under Section 3.6 states otherwise, Customer will access Vendor Technology only through its user interface or Vendor APIs, or for Self-Hosted Subscriptions as the Documentation describes for installing, operating, and maintaining the Software, and will use Automated Access only through Vendor APIs provided for that purpose, in each case in compliance with this Agreement, the AUP, Documentation, and the applicable Order. Customer will not use screen scraping, UI automation, or other undocumented or unauthorized access methods, including to bypass technical or contractual limits, except where this restriction is unenforceable under Applicable Law for acts necessary to make independently created software interoperable, and will not misrepresent, mask, or obscure a request's source.

Unless an Order states otherwise, each Automated Identity that Customer authorizes to access Vendor Technology is a User under User-based Usage Metrics. Scheduled or event-triggered reports, exports, calculations, or integrations that run within the Software using Vendor-provided functionality, and are configured by a human User, by Vendor, or through Vendor-provided configuration tools, do not constitute separate Automated Access and create no additional User. This exception does not apply where such functionality is configured, triggered, or operated by an Automated Identity that Customer authorizes or by an Automated Access Tool. Furthermore, human-directed use of Vendor AI Features creates no additional User. Each exception in this paragraph applies unless an Order specifies another metric or entitlement. Customer will not use Automated Access, Automated Identities, or Credentials to circumvent Usage Metrics or licensing assumptions.

Activity through valid Credentials, including Automated Access or Automated Access Tools, is deemed Customer and User activity, whether or not intended or authorized, except to the extent caused by Vendor's breach of its security obligations. Customer is solely responsible for selecting, configuring, testing, and monitoring Automated Access Tools and ensuring they operate within authorized permissions and comply with this Agreement, the applicable Order, and Documentation.

**3.10 Acceptable Use**
Customer will comply with Quorum's Acceptable Use Policy ("AUP") at https://resources.quorumsoftware.com/presentations/acceptable-use-policy, as updated or relocated. Updates apply when posted, except that during an annual or committed Subscription Term, an update materially reducing permitted use applies at renewal unless earlier application is required by Applicable Law or to address security or privacy risks.

**3.11 Duty to Protect Licensed Materials**
Customer will protect Vendor Technology from unauthorized access or use by securing all locations, systems, and servers that store or access it, protecting Credentials, and maintaining reasonable controls over access and use, including through Automated Access Tools.

**3.12 Restrictions**
Customer will not, and will ensure Users do not: (a) bypass or evade technical or usage controls, including rate, quota, concurrency, authentication, and security limits, by rotating Credentials, using multiple identities or clients, or otherwise; (b) lease, rent, loan, distribute, sublicense, assign, transfer, sell, provide access to, or use Vendor Technology to provide third-party services, except as this Agreement or an Order permits; (c) remove proprietary notices; copy Vendor Technology except under Sections 3.1 or 3.3 or as automatically occurs when Users' browsers or devices run Software under SaaS Subscription(s); decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code, algorithms, or underlying structure of Vendor Technology, including components delivered to or executed on Users' devices, except to the extent Applicable Law permits this despite contractual restriction; or modify or derive works from it, except configurations or adaptations made through Vendor-provided functionality and used during the Subscription Term; (d) use Vendor Technology to develop or provide a product or service based on its functionality, design, architecture, workflows, data model, or schema, or to provide a third party access to or the benefit of Vendor Technology, except that Customer may exchange Customer Data with third parties through integrations and access methods permitted under Sections 3.6 and 3.9 or an Order, provided Customer does not disclose or replicate Vendor Technology in doing so; (e) use Vendor Technology unlawfully, in violation of third-party rights, or beyond granted rights; introduce harmful code; disrupt its security or operation; or access or disable data, software, or networks without authorization; (f) scrape, crawl, harvest, or bulk-extract data from Vendor Technology, except through features and access methods permitted under this Agreement or an Order and within applicable limits, provided this does not limit Customer's right to obtain its Customer Data under Section 3.6; for SaaS Subscriptions, conduct performance or load testing without Vendor's prior written consent; or publish or disclose benchmarking or performance results to a third party without Vendor's prior written consent; (g) use Vendor Technology, Documentation, System Data, Vendor Confidential Information, or data Customer does not lawfully control to create, train, fine-tune, improve, evaluate, benchmark, or validate an AI or machine-learning model or system, or prepare materials for those purposes, unless a separate signed addendum permits it; or (h) use an Automated Access Tool, plugin, or connector in breach of this Agreement or in a way that materially increases volume or resource use and threatens service stability.

**3.13 Verification and Audit**
Vendor may monitor and analyze use of the Vendor Technology for operational, security, compliance, and abuse-detection purposes, including to verify compliance with this Agreement and the applicable Usage Metrics, maintain security and integrity, and detect or prevent abuse.

On reasonable prior notice, Vendor or its reputable auditor may inspect Customer's and its Affiliates' records, systems, and materials as reasonably necessary to verify that Vendor Technology is used within this Agreement's limits. Customer will promptly correct any audit-identified error or breach, including Fee underpayments, as Vendor directs under this Agreement. Customer will pay reasonable audit costs if it underpaid more than 10% of the total amount owed.

**3.14 Third-Party Materials**
The Licensed Materials or Services may include or interoperate with third-party materials, including open-source software. For third-party materials Vendor provides as part of the Licensed Materials or Services, Customer will comply with applicable terms identified by Vendor in the Documentation, an Order, or a "Read Me", "About", or similar file or link. Customer may use those materials only during the applicable Subscription Term, as embedded in or necessary to use the Licensed Materials, and in accordance with this Agreement.

For SaaS Subscriptions, Vendor will obtain the rights to third-party technology needed to host, operate, and provide the SaaS Subscription. Customer is responsible for acquiring, installing, and maintaining the hardware, software, connectivity, and other third-party materials needed to access or use the SaaS Subscription, unless an Order states otherwise.

For Self-Hosted Subscriptions, Customer is responsible for acquiring, licensing, installing, and maintaining all third-party system requirements needed to install, operate, and use the Software in Customer's environment, unless an Order states otherwise.

Customer is solely responsible for obtaining the rights to third-party materials that Vendor does not provide as part of the Licensed Materials or Services. Vendor has no responsibility or liability for those materials.

**3.15 Vendor Technology**
As between Vendor and Customer, Vendor retains all right, title, and interest in the Vendor Technology, except for the rights expressly granted to Customer in this Agreement or an Order. For clarity, Vendor Technology excludes Customer Data and Customer Confidential Information, and unless expressly stated otherwise in an Order includes Deliverables and other work product created or provided by or on behalf of Vendor in connection with Services.

Vendor may use Customer's recommendations, proposals, suggestions, or ideas about Vendor Technology in its offerings without restriction or compensation, and such feedback is not Customer Confidential Information. Vendor will not identify Customer as the source without Customer's consent.

## 4 Subscriptions

**4.1 Interruptions**
Vendor may temporarily interrupt hosted functionality provided in connection with any Subscription for planned maintenance and, without prior notice, for emergency maintenance or incident response reasonably necessary to address security, reliability, or other operational issues. Interruptions may also result from third-party platforms, infrastructure, connectivity, or services outside Vendor's reasonable control. Vendor will provide notice and updates regarding material interruptions as reasonably practicable. Unless



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an Order states otherwise, such interruptions are excluded from applicable availability measurements.

**4.2 Changes**
Vendor may update or modify the Software, Documentation, and standard Recurring Services, but will not materially change their fundamental nature or core functionality during an annual or committed Subscription Term except as this Agreement or the Order permits. Vendor may update generally applicable pricing models, Usage Metrics, and billing mechanisms for new Orders and renewals, but not for an existing Order during its then-current annual or committed term unless the Order states otherwise or the Parties agree in writing. Vendor will give notice and reasonably communicate updates through available channels.

**4.3 Enforcement**
Vendor may restrict, throttle, or revoke access to Vendor Technology if it reasonably believes Customer's use violates this Agreement, an Order, the AUP, or Documentation; creates a security, privacy, operational, or financial risk; or threatens service stability or integrity. Availability or support commitments, service credits, and similar remedies exclude unavailability or degraded performance caused by enforcing usage limits, throttling, or suspension to address those violations or risks, including non-compliant or anomalous Automated Access or traffic.

## 5 Services

**5.1 Generally**
Vendor will provide Services materially in accordance with the Order. Unless the Order states otherwise, Service and Deliverable schedules are estimates, not commitments to start or finish by a specific date. Vendor is not responsible for Customer or User equipment or software needed to access Licensed Materials. Vendor is an independent contractor, and Vendor Group members are not employees, agents, or representatives of Customer Group or of Vendor's agents or resellers. Unless otherwise agreed, this Agreement grants no right to possess or physically access Vendor Technology used for Services. Customer will maintain its access environment and protect all access details.

**5.2 Service Providers**
Vendor may use Affiliates, subcontractors, and other third-party service providers in connection with the provision, operation, support, maintenance, security, and improvement of Vendor Technology and Services, including through third-party technology and infrastructure. Subject to the terms and limitations of this Agreement, Vendor remains responsible for performing its obligations under this Agreement. Any processing of Customer Data by a sub-processor is governed by the DPA.

**5.3 Customer Materials and Cooperation**
Customer grants Vendor a royalty-free license to use data and other materials Customer provides ("**Customer Materials**") as needed to perform this Agreement. Customer represents and warrants that Vendor's permitted use will not infringe or misappropriate third-party intellectual property or proprietary rights.

Customer will promptly provide materials, data, information, supplies, personnel access, and facilities reasonably needed for Services or Deliverables, including suitable office space, internet, equipment, telephones, and amenities for onsite Services ("**Cooperation**"). Vendor may rely on the accuracy and sufficiency of Cooperation. Vendor is not liable for a Service or Deliverable delay or deficiency caused by Customer's failure to provide timely Cooperation, and may adjust the schedule and Fees in proportion to that failure's scope and duration.

**5.4 Scope Changes**
The Parties must agree in writing to any change in Professional Services or non-standard Recurring Services, including quantity, quality, timing, or method. Vendor will respond within a reasonable time to Customer's written request with a change order addressing feasibility, cost, and schedule impact. No change applies until both Parties sign it.

## 6 Customer Data

**6.1 Access and Use Restrictions**
Customer owns Customer Data and is responsible for its legality, reliability, integrity, accuracy, consistency, and quality. Vendor will access and use Customer Data and Customer Confidential Information only as needed to deliver the Services and as permitted under Sections 6.2 and 6.3. Vendor will keep Customer Data logically segregated from other customers' data and not combine Customer Data with, or make it available to, other customers, except (a) where Software functionality is designed to share specified data among participating customers, as described in the Documentation or the applicable Order, or (b) under a separate written agreement signed by Customer, including for any benchmarking or comparative service. This does not limit Vendor's use of System Data under Section 6.2.

Customer will identify and implement retention periods for Customer Data and Output that meet its legal and contractual obligations, including within the Software where available, subject to Vendor's deletion obligations under Section 6.4 and Applicable Law for Personal Data.

**6.2 System Data**
Vendor may, as permitted by Applicable Law and reasonably necessary, collect and use System Data to operate, maintain, secure, support, troubleshoot, and measure Vendor Technology and to develop, test, improve, and enhance Vendor Technology and Services. Processing of Customer Data and Customer Confidential Information remains subject to the DPA, Vendor's confidentiality and security obligations and, where AI processing is involved, Section 6.3.

On reasonable request, Vendor will provide log extracts, summaries, or other logging information available through its standard support or security processes and reasonably needed to investigate material service issues or security incidents, unless the information is readily available to Customer, restricted by Applicable Law, or likely to compromise Vendor Technology or other customers' data.

**6.3 AI Processing**
If Vendor AI Features are enabled or Vendor uses artificial intelligence or other automated tools in connection with the Software or Services, Customer authorizes Vendor and its service providers to process Customer Data and Customer Confidential Information through those tools as reasonably necessary to provide, operate, support, secure, maintain, develop, and improve the Software and Services. Such processing may use third-party technology and infrastructure, subject to the DPA and Vendor's confidentiality and security obligations.

To the extent such processing includes Personal Data, this authorization constitutes Customer's documented instructions under the DPA, except as otherwise specified in an applicable Order or the DPA.

Vendor will not use, and will not permit a third-party AI service provider to use, Customer Data or Customer Confidential Information to train, fine-tune, or improve any generally available, shared, or general-purpose AI or machine-learning model, including a third-party foundation or provider model, unless Customer expressly agrees in an Order or other written agreement signed by Customer. This restriction does not limit processing required for inference, retrieval, analysis, summarization, generation, classification, or similar functionality, or Vendor's use of System Data under Section 6.2.

**6.4 Exit Assistance**
On request, Vendor will provide Termination Assistance Services. If Vendor terminates this Agreement for cause, its Section 6.34 obligations are subject to Customer's timely payment of all outstanding invoices. Unless otherwise agreed or legally prohibited, Vendor will delete Customer Data for the terminated Order at termination or, if applicable, after the Termination Assistance Period.

## 7 Term and Termination

**7.1 Term**
This Agreement begins on the Effective Date and remains in effect until all Subscriptions and Services under the applicable Orders are completed, unless terminated earlier under this Agreement. Unless an Order states otherwise, its initial Subscription Term runs from the Order's effective date through its third anniversary and then renews annually unless either Party gives at least 90 days' notice of non-renewal. A Professional Services Order takes effect when both Parties sign or accept it and continues until the Services are completed or its term expires, unless otherwise agreed.

**7.2 Termination for Cause**
A Party may terminate this Agreement and any affected Order if the other Party: (a) is in material breach of this Agreement or such Order (including material breach by Customer of a provision relating to Vendor's Confidential Information or Intellectual Property) and fails to cure that breach within 30 days after its receipt of written notice of the other Party's intention to terminate; or (b) becomes subject to insolvency proceedings and such proceedings are not dismissed within 90 days.

**7.3 Termination for Force Majeure**
Except for payment obligations, neither Party is liable for delay or non-performance caused by events beyond its reasonable control ("**Force Majeure Event**"), including natural disasters, war, terrorism, civil unrest, government action, labor disputes, pandemics, cyberattacks, and macroeconomic conditions. If a Force Majeure Event prevents Vendor from performing a substantial portion of a Subscription or Services for more than 30 days and materially diminishes the Order's benefit, either Party may terminate the affected Order. Termination is Customer's exclusive remedy. Vendor will maintain reasonable business continuity and disaster recovery plans at its cost.

**7.4 Termination for End-of-Life**
Vendor will give Customer 12 months' notice before discontinuing Software or Services under an existing Order. Unless Vendor terminates the affected Order, it may extend the discontinued offering annually, with or without additional Fees. During an extension, Vendor will use commercially reasonable efforts to maintain and make the offering available, without an uptime guarantee or commitment to create or test bug fixes, patches, or enhancements.

**7.5 Effects of Termination or Expiration**
Provisions that by their nature should survive termination or expiration will do so, including Sections 3.12, 3.13, 3.155, 6 to the extent applicable after termination, 8.5, 11 with respect to accrued payment obligations, and 13-16. Ending one Order does not affect others. When an Order ends, Customer, its Affiliates, and Users must immediately stop using the affected Licensed Materials, and Customer must promptly pay all accrued unpaid amounts. Customer receives no refund except as expressly provided. If this Agreement expires while an Order remains active, it continues only for that Order until the Order ends.

## 8 Warranties

**8.1 Services Warranties**
Vendor warrants that the Services will be performed in a good and workmanlike manner, materially in accordance with the applicable Order and this



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Agreement.

**8.2 Software Warranties**
Vendor warrants that (i) it has established reasonable controls over the production and delivery of Software, including the performance of dynamic application security testing, and that, upon the date of delivery of the Software to Customer, the Software (ii) will substantially conform to the functional specifications within the Documentation, and (iii) does not contain any disabling or malicious code, such as a computer time bomb, virus, or worm.

**8.3 Remedies**
If Customer notifies Vendor of the existence of a breach of this Section 8 (*Warranties*), Vendor will, at its option: (a) for a breach of Section 8.1, re-perform the non-conforming Services, without extending the applicable Order or entitling Customer to additional Services; (b) to the extent related to Section 8.2 (*Software Warranties*), repair the non-conforming materials or replace them with materials of similar functionality; or (c) terminate the applicable Order as to the non-conforming Licensed Materials or Services and refund the Fees prepaid for the non-conforming applicable Services or Licensed Materials that are allocable to the period after termination (in each case less any amount already paid or credited to Customer in connection with the non-conformity). THE FOREGOING REMEDIES FOR ANY BREACH OF WARRANTY SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR SUCH BREACH.

**8.4 Limitations**
Sections 8.1 and 8.2 do not cover a non-conformity caused by (a) malfunction or misuse of materials not provided by Vendor, (b) Customer's negligence, fault, or misuse of Vendor Technology, or (c) changes to Vendor Technology not made by Vendor, or one that cannot be reproduced on Vendor-controlled or accessible equipment. Customer will provide adequate supporting details and reasonable assistance. Vendor may charge for investigating a failure caused by an excluded item.

**8.5 Warranties are Limited**
EXCEPT AS EXPRESSLY STATED IN THIS SECTION 8, VENDOR DISCLAIMS AND CUSTOMER WAIVES ALL OTHER EXPRESS, IMPLIED, OR STATUTORY REPRESENTATIONS, CONDITIONS, AND WARRANTIES, INCLUDING MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SATISFACTORY QUALITY, QUIET ENJOYMENT, ACCURACY, COMPLETENESS, RELIABILITY, THOSE ARISING FROM COURSE OF DEALING, PERFORMANCE, OR INDUSTRY USAGE, AND ANY WARRANTY THAT THE LICENSED MATERIALS OR SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR THAT ERRORS WILL BE CORRECTED. THE LICENSED MATERIALS AND SERVICES ARE DEEMED ACCEPTED, AND CUSTOMER WAIVES ANY WARRANTY CLAIM NOT REPORTED WITHIN 90 DAYS AFTER INITIAL DELIVERY OF THE AFFECTED LICENSED MATERIALS OR PERFORMANCE OF THE AFFECTED SERVICES.

**8.6 Vendor AI Features Output**
Vendor AI Features use probabilistic techniques and may produce Output, suggestions, classifications, or extracted data containing errors, omissions, or inaccuracies. Customer will review and validate results before relying on them and is responsible for resulting decisions and actions.

## 9 Information Security

**9.1 Data Processing Addendum**
Quorum's Data Processing Addendum at https://resources.quorumsoftware.com/presentations/data-processing-addendum as updated or relocated from time to time in accordance with its terms, governs Vendor's processing of Customer Data, including Personal Data and Customer Confidential Information, unless an exhibit or Order specifies another DPA. The applicable DPA is incorporated by reference.

**9.2 Security**
Each Party and its service providers will use industry-standard organizational, administrative, physical, and technical safeguards to protect the other Party's data. Vendor's measures are stated or referenced in the DPA, supplemented by any measures attached to or referenced in the applicable Order.

Without undue delay after first discovering or suspecting unauthorized access, exfiltration, modification, or destruction of Licensed Materials or Vendor Confidential Information, or unauthorized acquisition or access to Credentials used for Software or a SaaS Subscription ("**Unauthorized Access**"), Customer will notify Vendor both by logging a service-desk case and by emailing security@quorumsoftware.com, or dpp@quorumsoftware.com for Personal Data incidents.

**9.3 Credentials**
Customer is responsible for maintaining the confidentiality and security of Credentials and for all activity conducted using Credentials (whether by Users, Automated Access Tools, or third parties). Credentials are non-transferable and may not be shared outside Customer except as expressly authorized in writing. Customer will implement least-privilege access and maintain reasonable controls for Credential storage, rotation, revocation, and monitoring.

## 10 Additional Obligations

**10.1 Compliance**
Each Party will comply, and ensure its Group members engaged in Services or Deliverables comply, with Applicable Law and required registrations and authorizations. This does not require Vendor to identify or implement retention periods for Customer Data or Output or modify Licensed Materials, except as this Agreement or an Order expressly requires. Vendor is entitled to a reasonable scope and Fee adjustment if, after the Effective Date, a change in Applicable Law, in its official interpretation, or in Customer's practices increases Vendor's costs or the amounts Customer withholds. In connection with this Agreement, neither Party will give to or receive from the other Party's Group anything above nominal value, or offer anything of value to a government or public-international-organization official, the official's immediate family, a political party, or a candidate to influence a decision or obtain an advantage.

**10.2 Trade Control Laws**
Each Party represents and warrants throughout this Agreement and each Order that it and its Group members (a) will comply with Trade Control Laws in performing this Agreement; (b) are not Sanctioned Persons; and (c) will not act, including by dealing with a Sanctioned Person, in a way that violates or is reasonably likely to cause the other Party to violate Trade Control Laws. Licensed Materials may be subject to U.S. or other Trade Control Laws. Customer will not directly or indirectly use, export, reexport, or transfer them in violation of Trade Control Laws; for nuclear, missile, chemical or biological weapons, or other restricted end uses; or for activities involving Sanctioned Countries or Sanctioned Persons. Either Party may immediately terminate this Agreement or an affected Order without liability if Trade Control Laws restrict or prohibit performance.

## 11 Financial Matters

**11.1 Payments and Fees**
For Licenses and Services obtained directly from Vendor, Customer will pay Vendor as stated in this Agreement and the applicable Order. Unless the Order states otherwise, for Licenses and Services obtained through an enterprise software app store, authorized agent, or reseller: (a) Customer will pay as instructed by the marketplace host, agent, or reseller, which is solely responsible for invoicing Customer and paying Vendor under its agreement with Vendor; (b) resellers may set Customer pricing independently under their agreement with Vendor; (c) prices set by agents, and Orders placed directly with Vendor, are subject to Vendor's acceptance; and (d) Customer's payment obligations are governed by its terms with the marketplace host, agent, or reseller and remain independent of the enforceability of this Agreement, and Sections 11.1 to 11.4 apply only to the extent consistent with those terms. If Customer fails to pay applicable Fees, Vendor may suspend the affected Licenses and Services in whole or in part.

Customer will pay all Fees and expenses stated in this Agreement and each Order. Unless an Order states otherwise, Vendor invoices License and Recurring Services Fees annually in advance, initially after Order execution and then around the first day of each 12-month period; consumption Fees monthly in arrears; onboarding and other one-time Fees as stated in the Order; and time-and-materials Professional Services monthly in arrears. Vendor may increase Fees once annually by up to 8%. Billable Event, overage, and usage-based Fees apply as specified in the Order and Section 11.6. A time-and-materials estimate is not a maximum Fee commitment.

**11.2 Travel Expenses**
If the Parties agree that Vendor personnel perform Services at a Customer location and travel time exceeds 4 hours in one direction, the Customer will reimburse the Vendor for: (a) travel time at applicable hourly rates, up to 8 hours per day, and (b) pre-agreed, actual travel-related expenses, including airfare, accommodation, statutory subsistence allowances, and other reasonable costs incurred in connection with the Services.

**11.3 Invoicing**
Vendor or, where applicable, the marketplace host, agent, or reseller will invoice Customer as stated in this Agreement and each Order. Purchase orders may be used for administrative convenience, but their terms do not modify this Agreement or an Order, even if signed.

If Customer requires a purchase order number to be stated on the invoice, it must be included in the Order for initial advance billing. If a separate purchase order number is required for later invoices, Customer will provide the applicable number by the end of the relevant billing period, before achievement of the applicable milestone, or at least one business day before the start of a renewal period, as applicable. A missing or delayed purchase order does not delay invoicing or Customer's payment obligations.

Customer will pay each invoice within 30 days after the invoice date. Payments will be made in full and without set-off or deduction, except for withholding required by Applicable Law and subject to Section 11.5. If Customer disputes an invoice, it must notify Vendor or, where applicable, the invoicing party in writing before the due date, explain the basis for the dispute, and pay the undisputed amount by the due date. The Parties will seek to resolve the dispute promptly, and Customer will pay any amount determined to be due within 30 days after resolution.

**11.4 Late Payments**
Overdue amounts accrue interest from the due date at 1.5% per month or the maximum lawful rate, whichever is lower. If an overdue amount remains unpaid after at least 30 days' written notice, Vendor may suspend Customer's use of the Software and its performance of Services under the affected Orders or terminate those Orders for cause. Customer will pay Vendor's collection costs, including attorneys' fees, legal costs, and collection-agency fees.



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**11.5 Taxes**
Unless an Order states otherwise, Fees exclude all sales, use, value-added, goods and services, excise, customs, service, and similar indirect or transaction-based taxes, duties, levies, and governmental assessments, including related interest and penalties for which Customer is responsible (collectively "**Taxes**"). Customer is responsible for Taxes associated with its purchase, access, or use of the Licensed Materials and Services. Taxes do not include taxes based on Vendor's net income, property, payroll, or personnel.

If Vendor is required to invoice or collect Taxes, Vendor will state them separately on the applicable invoice, and Customer will pay them unless it provides a valid exemption certificate or equivalent documentation before the invoice is issued. Where Customer must account for VAT, GST, or a similar Tax under a reverse-charge, self-assessment, or similar mechanism, Customer will report and remit that Tax to the applicable authority.

Customer may deduct or withhold an amount from a payment only as required by Applicable Law. If withholding is required, Customer will increase the payment so that Vendor or, where applicable, the marketplace host, agent, or reseller receives the amount it would have received without the withholding. Customer will apply the lowest available withholding rate under Applicable Law or an applicable tax treaty, timely remit the withheld amount, and provide official evidence of payment to WHTReceipts@quorumsoftware.com. Vendor will provide reasonably requested forms to reduce or eliminate withholding.

Customer will provide accurate and current information reasonably needed to determine and document the applicable tax treatment, including its legal name, address, place of establishment or use, VAT, GST, TIN or similar registration number, exemption documentation, and electronic-invoicing information. Vendor may rely on that information. Customer's failure or delay in providing it does not delay invoicing or payment and Customer will reimburse Vendor for Taxes, interest, penalties, or reasonable costs resulting from materially inaccurate or incomplete information.

If Applicable Law, regulatory requirements, Customer preference, or established local market practice requires the Licensed Materials or Services to be supplied through a locally established agent, reseller, or other intermediary, Customer will bear that intermediary's fees and charges in addition to the Fees, unless the applicable Order states otherwise.

**11.6 Responsibility for Billable Events**
If an Order bases Fees on Billable Events, including API calls, data volume, bandwidth, storage, compute, exports, scenario or optimization runs, or AI usage units, Customer is responsible for all such Fees generated through its use of Licensed Materials, including by Automated Access Tools, misconfiguration, or compromised Credentials, except to the extent caused by Vendor's security breach. Allotments, allowances, credits, refunds, carryovers, and expirations apply only as expressly stated in the Order.

## 12 Indemnification

**12.1 Infringement**
Vendor will defend and indemnify Customer against final judgments and settlements arising from third-party claims that Customer's authorized use of Licensed Materials infringes or misappropriates patents, copyrights, trademarks, or trade secrets, if Customer promptly notifies Vendor, gives Vendor sole control of the defense and settlement, and follows reasonable instructions. Vendor may, at its expense, modify or replace the Licensed Materials, obtain continued-use rights, or terminate the affected Order and refund prepaid Fees for the remaining term. Vendor has no liability for continued use after instructing Customer to stop or providing a modification intended to avoid the claim, or for claims arising from Customer-directed changes, combinations with non-Vendor materials or services, third-party materials or services, failure to use the latest supported release, or non-Vendor modifications. Ending this Agreement or an Order does not affect this indemnity.

**12.2 Exclusive Remedy**
SECTION 12.1 STATES VENDOR'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY CLAIMED INTELLECTUAL PROPERTY INFRINGEMENT, MISAPPROPRIATION, OR OTHER VIOLATION ARISING FROM THIS AGREEMENT.

## 13 Limitation of Liability

**13.1 Exclusion of Certain Damages**
SUBJECT TO SECTION 13.3, AND EXCEPT FOR CUSTOMER'S PAYMENT OBLIGATIONS, CUSTOMER'S BREACH OF SECTIONS 3.12 OR 3.15, AND AMOUNTS PAYABLE UNDER SECTION 12, NEITHER PARTY NOR ITS AFFILIATES WILL BE LIABLE TO THE OTHER, ARISING FROM OR RELATING TO THIS AGREEMENT UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, FOR: (A) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES; OR (B) LOSS OF PROFITS, REVENUE, ANTICIPATED SAVINGS, ECONOMIC BENEFIT, BUSINESS, BUSINESS OPPORTUNITY, PRODUCTION, USE, DATA, GOODWILL, OR PROSPECTIVE ADVANTAGE; BUSINESS INTERRUPTION OR DOWNTIME; LOSSES OR LIABILITIES UNDER THIRD-PARTY CONTRACTS; OR COSTS OF COVER OR REPLACEMENT PRODUCTS OR SERVICES, IN EACH CASE WHETHER DIRECT OR INDIRECT AND WHETHER FORESEEABLE OR NOT. THESE EXCLUSIONS APPLY EVEN IF A PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND EVEN IF A WARRANTY OR REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

**13.2 Vendor's Limit of Liability**
VENDOR'S TOTAL AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INDEMNITY, REPRESENTATION, WARRANTY, OR OTHERWISE, WILL NOT EXCEED: (A) FOR ALL CLAIMS ARISING FROM THE SAME ONE-TIME DELIVERABLE, IN AGGREGATE, 100% OF THE FEES PAID FOR THAT DELIVERABLE; (B) FOR ALL CLAIMS UNDER SECTION 12 PRESENTED DURING THE SAME CONTRACT YEAR, IN AGGREGATE, TWO TIMES THE ANNUAL FEES THEN APPLICABLE TO THE AFFECTED LICENSED MATERIALS OR SERVICES; OR (C) FOR ALL OTHER CLAIMS ATTRIBUTABLE TO THE SAME CONTRACT YEAR, IN AGGREGATE, 100% OF THE RELEVANT ORDER'S ANNUAL RECURRING FEES FOR THAT CONTRACT YEAR, EXCLUDING FEES ATTRIBUTABLE TO ANY ONE-TIME DELIVERABLE.

EACH CONSECUTIVE 12-MONTH PERIOD BEGINNING ON THE RELEVANT ORDER'S EFFECTIVE DATE IS A "**CONTRACT YEAR**". WHERE RELEVANT, A CLAIM IS ATTRIBUTABLE TO THE CONTRACT YEAR IN WHICH THE FIRST EVENT GIVING RISE TO IT OCCURRED. RELATED CLAIMS WILL BE TREATED AS ONE CLAIM. NO FEES WILL BE COUNTED MORE THAN ONCE IN CALCULATING A CAP.

**13.3 Exceptions**
The limits on liability in this Section 13 do not apply to a Party's fraud or willful misconduct, or liability that Applicable Law prohibits limiting. Each Party remains responsible for its own regulatory fines, penalties, and administrative sanctions and has no liability to the other for them.

## 14 Confidential Information

Vendor Confidential Information includes the terms of each Order and any terms negotiated for Customer, the Licensed Materials, and non-public information about their architecture, code, design, functionality, pricing, marketing plans and strategies. Customer Confidential Information includes Customer Materials and User information. Confidential Information excludes information that the recipient (a) already knew without restriction; (b) obtains publicly without breach; (c) lawfully receives from a third party without restriction; or (d) independently develops without using the discloser's Confidential Information.

Each Party retains its Confidential Information. The recipient will use it only under this Agreement, protect it with at least reasonable care, and disclose it only to personnel, contractors, or Affiliates who need it to exercise rights or perform obligations under this Agreement. The recipient is liable for their unauthorized disclosure. It may disclose Confidential Information as needed to enforce dispute-resolution rights or as law requires, if it promptly notifies the discloser where permitted and cooperates to limit disclosure. A breach may cause immediate or irreparable harm warranting equitable relief. On written request and subject to Section 6.34, the recipient will promptly return or destroy Confidential Information.

## 15 Governing Law and Disputes

Section 15.1 applies to Orders where Customer and Vendor are domiciled in the same country ("**Domestic Orders**"). Section 15.42 applies to Orders where Customer and Vendor are domiciled in different countries ("**Cross-Border Orders**"). Notwithstanding the foregoing, Section 15.3 applies to Orders where Vendor is domiciled in the United States, regardless of Customer's domicile ("**US Orders**").

**15.1 Domestic Orders**
This Agreement and related Orders are governed by and interpreted under the laws of the country and, if applicable, state or province where Vendor is domiciled, without regard to its choice of law rules.

**15.2 Cross-Border Orders**
This Agreement and related Orders are governed by and interpreted under the laws of England and Wales, without regard to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**15.3 US Orders**
This Agreement and related Orders are governed by and interpreted under the laws of the State of Texas, without regard to its choice of law rules.

**15.4 Dispute Resolution**
Any dispute arising from or relating to this Agreement will be finally resolved by English-language arbitration: (a) for Domestic Orders, (i) if Vendor is Norwegian, in Oslo under the Oslo Chamber of Commerce Arbitration and Dispute Resolution Institute rules, (ii) if Vendor is Canadian, in Edmonton under the ADR Institute of Canada Arbitration Rules and Alberta Arbitration Act, or (iii) otherwise, in London, United Kingdom, under London Court of International Arbitration ("**LCIA**") rules; (b) for Cross-Border Orders, in London, United Kingdom, under LCIA rules; or (c) for US Orders, in Harris County, Texas, administered by the American Arbitration Association under its Commercial Arbitration Rules and, where applicable, Supplementary Procedures for Large, Complex Disputes.

Notwithstanding the foregoing, either Party may at any time seek and obtain appropriate legal or equitable relief in any court of competent jurisdiction to prevent or restrain any actual or threatened infringement, misappropriation or unauthorized use of such Party's Intellectual Property rights.



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## 16 General Provisions

**16.1 Insurance**
During this Agreement, Vendor will maintain legally required and customary general and professional liability insurance and, on Customer's request no more than annually, provide insurance certificates.

**16.2 Public Announcements**
Each Party grants the other a non-exclusive, non-transferable, non-sublicensable, worldwide, fully paid, royalty-free license to use its legal names and logos ("**Trademarks**") only to identify the relationship under this Agreement, consistently with the owner's standards, quality, style, and image, with all goodwill benefiting the owner. Unless otherwise agreed, Customer participates at Reference Level in Quorum's Customer Advocacy Program as detailed in each Order. Neither Party may make other public statements about this Agreement without the other's prior written approval.

**16.3 Assignment**
Customer may not assign, delegate, sublicense, or transfer this Agreement, an Order, or related rights or obligations without giving notice to Vendor and obtaining its prior written consent, except for User designations under Section 3.7. Customer may assign this Agreement in full to a successor to all or substantially all its assets and operations if the successor is not a direct or indirect Vendor Competitor and Vendor reasonably considers it creditworthy. Any non-compliant assignment, delegation, sublicense, or transfer is void.

A change of control or restructuring of Customer or a Customer Affiliate, or an assignment of this Agreement, an Order, or Licensed Materials by operation of law or otherwise, does not expand any License or other right, and any continuing rights remain limited to their authorized pre-event scope. If a Customer Affiliate that is a party to an Order ceases to be an Affiliate, that Order will terminate when the event takes effect, except that on written request and for agreed Fees, Vendor will permit the former Affiliate to continue under the Order for a transition period of up to 180 days. If Customer or a Customer Affiliate disposes of assets using Licensed Materials, Vendor will likewise, on written request and for agreed Fees, permit continued use of the Licensed Materials in support of those assets for up to 180 days after disposition or another period agreed in good faith. An Order terminated under this Section 16.3 is treated as terminated by Customer. On the date the Order ends, including at the end of any transition period, all Fees for the remainder of its term become immediately due and payable without refund, except to the extent the former Affiliate or its acquirer enters into a replacement agreement and Order with Vendor for at least the remaining scope, term, and Fees. Fees agreed for a transition period apply only to that period and are not counted again in the accelerated amount. No disposal of assets reduces the Fees under any Order.

During either transition period, Vendor will negotiate in good faith with the relevant acquirer regarding a separate agreement for continued use. The transition does not make the acquirer a party to, or entitle it to receive, this Agreement, any Order, pricing, or other commercial terms, except as Vendor authorizes in writing. Customer and each relevant Customer Affiliate or former Affiliate will remain jointly and severally responsible for all transitional use, compliance with the applicable Order, and payment of all Fees. Any use after the transition period requires a separate agreement with Vendor or the applicable Vendor Affiliate. Rights to Licensed Materials cannot be divided or multiplied, and Customer may not partially assign, delegate, or transfer this Agreement.

**16.4 Non-Solicitation**
During this Agreement and for one year afterward, Customer will not solicit, employ, engage, or otherwise obtain the services of a Vendor or Affiliate employee or full-time contractor who is or was, during the preceding year, materially involved in this Agreement or in material contact with Customer. This does not restrict hiring through a public posting, recruitment advertisement, or other general search not targeting Vendor personnel.

**16.5 Miscellaneous**
*Entire Agreement*. This Agreement, each Order, and incorporated documents and hyperlinks are the Parties' entire agreement on its subject and supersede all prior oral and written agreements. It binds and benefits the Parties and their permitted successors and assigns. Unless otherwise agreed in writing, it excludes all other terms presented by either Party. Where Software or Services are purchased through an enterprise software app store, this Agreement governs the relationship between Vendor and Customer, and any standard contract or end-user terms offered by the marketplace host apply only if the applicable Order or private offer expressly selects them. Terms between Customer and a marketplace host, agent, or reseller do not bind Vendor, except as Section 11.1 provides for payments.

*Interpretation*. If a conflict exists between an exhibit and this Agreement, the terms of this Agreement will control, except to the extent the exhibit by its terms expressly supersedes any conflicting terms in this Agreement. If a conflict exists between this Agreement and an Order, the terms of the Order will control, except to the extent such Order provides that any Licensed Materials will be owned by Customer, in which case the provision of this Agreement providing that all Licensed Materials will be exclusively owned by Vendor will control. A Product Listing does not modify this Agreement unless it expressly states that it supersedes a specified provision of this Agreement.

*Amendments; Waiver*. Vendor may update, change, or replace this Agreement by posting a new version at the URL at which Vendor publishes this Agreement, and Customer will periodically review that URL for updates. Updates apply when posted, except that during an ongoing annual or committed Subscription Term or term of Services, an update that materially and adversely affects Customer's rights or obligations applies from the next renewal, unless this Agreement otherwise permits it or Applicable Law requires earlier application. Otherwise, a modification or waiver of this Agreement or an Order must be in writing and signed or accepted by both Parties. A waiver by either Party of any right under this Agreement will not be construed as a waiver of any other right or a subsequent or continuing waiver of the same right.

*Severability; Interpretation*. Each provision of this Agreement is severable, and any determination of invalidity does not affect any other provision. The words "include" and "including" are illustrative and non-limiting and will be deemed to mean "include without limitation", and the word "or" is not exclusive.

*Notices*. Each Order will name each Party's primary contact, which may be changed by notice. Notices must be written and delivered by prepaid first-class mail, hand, or recognized courier to the Order address, or by email to the designated contact with receipt confirmed automatically or expressly. Notices to Vendor must copy its CFO at 811 Main Street, Suite 2200, Houston, TX 77002. Vendor may post Software and Services notices at URLs or community sites stated in the Order or Documentation, as updated or relocated. Customer will regularly review them. Posted notices are effective when posted, subject to any stated notice period.

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