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## **STANDARD SUBSCRIPTION AGREEMENT FOR AWS MARKETPLACE**

This Standard Subscription Agreement (the “Agreement”), is between Gotransverse LLC (“Gotransverse”) and the named customer below (the “Customer”) on the AWS Marketplace site and more specifically on the order form subject to this Agreement (the “Order Form”) for licenses of Gotransverse Solution and Services detailed in the Order Form. The Agreement is effective as of the last date of executed acceptance of these terms, the Order Form and any required Specific Terms defined below (the “Effective Date”), and sets forth the terms and conditions between Gotransverse and the Customer.

The Agreement consists of the below General Terms and incorporates the Order Form, schedules and addenda (individually, the “Schedule” and collectively, the “Specific Terms”), including the Service Level Schedule, the Security--Data Privacy Schedule, the Dispute Resolution Schedule, and the Professional Services Schedule. If there are Professional Services required from Gotransverse, the Customer will accept in writing a Statement of Work, which will also be incorporated as part of the Agreement at a later time. Relevant Schedules and the detailed Order Form will be shared with Customer upon signing a Nondisclosure Agreement (a “NDA”), which Customer may access through the following Gotransverse Portal: <https://hsmarketing.gotransverse.com/aws-request-info>.

### **GENERAL TERMS**

1. **Definitions.** Unless expressly defined in the Agreement, all referenced terms in this Agreement will have the common meaning applied to them within the information technology services industry. The words and terms below in this Section 1 will have the associated meanings when used in this Agreement and such definitions will apply to both singular and plural forms of any such words and terms:
  - 1.1. “Additional Services” means any additional services outside the scope of the Services or the Solution agreed at the Effective Date of this Agreement.
  - 1.2. “Affiliate” means, as of the Effective Date, any direct or indirect parent or subsidiary of a Party, or any other entity which is controlled by a Party or which controls a Party. The term “control” as used in this Agreement will mean possession, directly or indirectly of at least fifty percent (50%) of the voting equity of another entity (or other comparable interest for an entity other than a corporation), or the power to direct or cause the direction of the management or policies of an entity whether through ownership of securities, by contract or otherwise.
  - 1.3. “Confidential Information” means information as described in Section 10 (Confidential Information).
  - 1.4. “Customer Data” means information, data, materials, works, expressions or other content, including any that are (a) uploaded, submitted, posted, transferred, transmitted or otherwise provided or made available by or on behalf of Customer or any Users for processing by or through the Solution, or (b) collected, downloaded or otherwise received by Gotransverse or the Solution or Services for Customer or any Users pursuant to this Agreement, or at the written request or instruction of Customer or such Users. However, Customer Data explicitly excludes: (a) system-generated data used by Gotransverse for support, logs, system security, and service maintenance purposes but does not

include any Customer Data; and (b) anonymized data derived from Customer Data that does not identify Customer or its Users.

- 1.5. “Data Breach” means any actual: (a) unauthorized access to, modification of, or disclosure of any Customer Data (including any Personal Information) held by Gotransverse on behalf of the Customer; (b) misuse, interference or loss of any Customer Data (including any Personal Information) held by Gotransverse on behalf of the Customer; or (c) breach of Gotransverse’s security obligations under this Agreement or at law.
- 1.6. “Documentation” means all technical documentation and other documents describing or related to the Solution and Services found at <https://documentation.gotransverse.com> (access to be granted with the execution of an NDA) or defined in the relevant SOW. “Documentation” does not include informal writings such as emails. Documentation required or requested by Customer in languages other than English are to be provided at Customer's cost.
- 1.7. “Intellectual Property Rights” means the legal rights of, in, and to the following, established under the laws of any jurisdiction: (a) patents, patent applications, know-how and inventions and invention disclosures; (b) copyrights and works of authorship, including without limitation textual, mask, audiovisual works, “look and feel,” and derivative works; (c) trademarks, service marks, trade names, and trade dress, together with all goodwill associated therewith; (d) trade secrets, (e) all rights to control the disclosure, use or reproduction of any information, whether established by contract or otherwise; (f) data bases; (g) domain names; (h) all “digital rights”; (i) any rights analogous to those set forth in the preceding clauses; and (j) any applications, registrations, divisions, combinations, continuations, renewals, reissues, extensions and translations of the foregoing (as applicable); whether existing on the Effective Date of this Agreement or thereafter filed, issued, or acquired.
- 1.8. “Invoice Date” means the issuing date stated on the invoice.
- 1.9. “Item” means, for purposes of Section 17.2, any item made available to Customer under an Order Form.
- 1.10. “Original Term” means the period commencing on the Effective Date and continuing for the term set forth in the Order Form, unless terminated earlier pursuant to the terms of this Agreement.
- 1.11. “Party” or “Parties” means either Gotransverse or Customer when used in the singular and means both Gotransverse and Customer if used in the plural.
- 1.12. “Payment Due Date” means the date a payment by Customer is due to Gotransverse as instructed on the invoice and per the terms of this Agreement.
- 1.13. “Personal Information” means any information, also in various statutes referred to as Personally Identifiable Information (“PII”), relating to an identified or identifiable natural person, including but not limited to names, contact details, identification numbers, online identifiers, or any data that can be used to identify, directly or indirectly, an individual, as defined by applicable data protection laws and regulations, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA).

- 1.14. “Pre-existing Gotransverse IP” means all Intellectual Property Rights in the Gotransverse Solution, Services or other Gotransverse proprietary information existing prior to the Effective Date including, without limitation, reports, documents, templates, studies, software programs (both source code and object code), specifications, business methods, tools, methodologies, processes, techniques, analytical frameworks, algorithms, know-how, products, documentation, abstracts and summaries thereof, and other products and materials owned, held or licensed by Gotransverse, regardless of whether they are used within or to create the Solution, or perform any of the Services .
- 1.15. “Professional Services” means only those services that are specifically described in writing in a Statement of Work (SOW) attached or subject to this Agreement and does not include professional services performed by a third party, regardless of the relevance of those services to the Solution and Services (see “Third-Party SOW” below).
- 1.16. “Renewal Term” means any additional term of this Agreement after the end of the Original Term.
- 1.17. “SaaS Services” means the uses of the Solution that Customer accesses on a subscription basis that are authorized by the Order Form and described in the Documentation.
- 1.18. “Services” means the services provided by Gotransverse under this Agreement, including Professional Services, SaaS Services, and Support Services.
- 1.19. “Solution” means the proprietary technology platform, including software, applications, portal, interfaces, APIs, and web-based materials, along with all associated manuals and technical documentation, made available to Customer on a subscription basis as described in an applicable Order Form. The Solution includes all updates, upgrades, modifications, improvements, enhancements, and changes thereof provided during the subscription Term (except as may be specifically otherwise agreed). The Solution may include third-party software or technology Gotransverse has licensed and embedded in the Solution.
- 1.20. “SOW” or “Statement of Work” means that document as referenced throughout this Agreement which, if entered into between the Parties, will become part of this Agreement and signed by both Parties and which is intended to define precisely and exhaustively the Professional Services relating to the Solution to be provided by Gotransverse to Customer. This definition does not include a Third-Party Statement of Work between the Customer and a third party.
- 1.21. “Specific Terms” means collectively Schedules and other terms and conditions, other than the Order Form and SOW, incorporated by reference into this Agreement that address, addend or elaborate on a specific subject matter.
- 1.22. “Support Services” means those responsive or supporting services provided by Gotransverse upon request by Customer in a Service Level Agreement, or as stated in this Agreement to be performed by Gotransverse in response to requests by Customer, or as otherwise needed to maintain the Solution and Services.
- 1.23. “Suspension” means a suspension as described in Section 3 (Suspension).
- 1.24. “Term” means the Original Term plus subsequent Renewal Term(s) permitted in this Agreement.

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- 1.25. “Third-Party SOW” means a Statement of Work for professional services related to this Agreement solely between a third party and Customer rather than a SOW between Customer and Gotransverse. Customer will look solely to the third party for performance of the professional services described in the Third-Party SOW.
- 1.26. “Users” means those Affiliates, employees, contractors, or agents authorized by Customer to use the SaaS Services or access the Solution in accordance with this Agreement and any applicable Order Form or SOW.
2. Term. This Agreement will commence on the Effective Date and will continue for the Original Term. The Parties may agree in writing to extend this Agreement for a Renewal Term, or negotiate and transition to a Master Subscription Agreement, provided that such agreement is finalized no less than thirty (30) days prior to the then current expiration date.
3. Suspension. Gotransverse may temporarily suspend performance of Services, and Customer's access to or use of the Solution and SaaS Services if Customer or its Users violate (a) Section 4 (Rights Granted), (b) Section 5 (High Risk Activities), (c) Section 6 (Charges and Payments), (d) Section 9 (Customer Prohibitions), (e) Section 11 (Ownership Rights), or (f) if in Gotransverse's reasonable judgment, the Services or any component of them are about to suffer a significant threat to security or functionality. Gotransverse will use reasonable efforts to re-establish the affected Services promptly after Gotransverse determines, in its reasonable discretion, that the situation giving rise to the Suspension has been cured. If the cause for Suspension is determined by Gotransverse to be the fault of Customer, Gotransverse will provide Customer with written notice setting forth its determination in reasonable detail and will provide Customer with the opportunity to refute any such determination. If the cause is agreed to be the fault of the Customer:
- 3.1. Customer will be responsible for paying the amount of the costs and expenses of Gotransverse occasioned by such Suspension and the subsequent resumption of Services;
- 3.2. Gotransverse may terminate the performance of Services, and Customer's access to or use of the Solution and SaaS Services if the cause of Suspension is for violation of Section 4 (Rights Granted), Section 5, High Risk Activities, Section 9 (Customer Prohibitions), or Section 11 (Ownership Rights) and is not cured within thirty (30) days after Gotransverse's initial notice thereof;
- 3.3. If the reason for Suspension is nonpayment, Gotransverse will provide at least fifteen (15) days advance notice by email to Customer's designated Accounts Payable contact prior to Suspension. Following Suspension for non-payment, Gotransverse may terminate the performance of Services, and Customer's access to or use of the Solution and SaaS Services for violation of Section 6 (Charges and Payments) if not cured within thirty (30) days from the date of Suspension.
- Any suspension or termination by Gotransverse under this paragraph will not excuse Customer from Customer's obligation to make payment(s) under this Agreement.
4. Rights Granted.
- 4.1. Use of Solution and Services. Subject to all the terms of this Agreement, including payment of all fees invoiced to Customer, Gotransverse grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the Solution and Services, solely for the Customer's own

business purposes. Customer may allow its Users to use and access the Solution, but solely in furtherance of Customer's own business purposes. Customer is responsible for all Users' compliance with this Agreement. Customer does not acquire under this Agreement any right or license to use the Solution or any of the Services in excess of the scope or Term stated in this Agreement or an Order Form. Upon the end of the Term, all of Customer's right to access and use the Solution and receive the SaaS Services will terminate.

- 4.2. Customer Data. To enable Gotransverse to provide Customer the Solution and the Services and perform its obligations in this Agreement, Customer grants Gotransverse the right to store, process and transmit Customer Data solely for Customer's benefit within the Solution and the Services, in accordance with this Agreement and any applicable SOW or Order Form.
- 4.3. Cloud Services. Customer acknowledges that Gotransverse has no delivery obligation for the Solution and will not ship copies of any software to Customer as part of the Services. Customer is responsible for accessing the Solution via the internet.
- 4.4. Changes to Solution, Including SaaS Services. Gotransverse may make changes or updates to the Solution or the SaaS Services (such as infrastructure, security, technical configurations, application features, etc.) during the Term, including to reflect changes in technology, industry practices, patterns of system use, and availability of third-party content. While Gotransverse maintains this right to make updates, Gotransverse will take commercially reasonable efforts to ensure that (i) any changes will not result in a material reduction in the functionality, level of the performance, or availability of the SaaS Services. Except where such changes are necessary for (a) security purposes (b) compliance with applicable laws or regulations (c) maintaining the integrity of the production environment, or (d) implementation of standard platform updates, modifications to the specifications in an Order Form will require mutual written agreement.
5. High-Risk Activities. The Solution and Services are not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Solution or Services could lead to severe physical or environmental damages ("High-Risk Activities"). Customer will not use the Solution and Services for any High-Risk Activities.
6. Charges and Payments. Unless expressly modified or amended by terms in a Schedule, SOW or Order Form, the following terms will apply with respect to charges and payments.
  - 6.1. Invoicing. Unless stated otherwise in the applicable Order Form, Gotransverse will invoice Customer in advance for all recurring or fixed fees due under the Order Form. In addition, at the end of each calendar month Gotransverse will invoice Customer for any other approved costs for Services or reimbursement arising during such month. If a Purchase Order ("PO") is to be provided by Customer in advance of Gotransverse providing Services, Gotransverse reserves the right to withhold the respective Services until a corresponding PO is provided.
  - 6.2. Payment Terms. Unless otherwise stated in the Order Form, payment of invoices and other amounts will be due not later than the Payment Due Date. Time and materials charges, if any, will be invoiced in the month following service. Invoice amounts are not subject to cash discounts. Failure to receive an invoice will not excuse Customer or entitle Customer to delay payment of all fixed amounts and

minimum charges unless Customer provides notice on or before the fifteenth (15th) day of the then current month that no invoice was received.

- 6.3. Late Payment. Any invoice amount not received by Gotransverse by the Payment Due Date will automatically be subject to a finance charge of one and one-half percent (1.5%) per month. The finance charge will apply to all amounts then owed pursuant to this Agreement. The finance charge will not exceed the maximum legal limit for finance charges. No right is granted to extend payment past the Payment Due Date.
- 6.4. Taxes. In addition to all other charges, Customer will pay to Gotransverse all taxes that are applicable to this Agreement or are measured directly by the payments made under it and are required to be collected by Gotransverse or paid by Gotransverse to tax authorities. This requirement of Customer includes sales, use, value-added, excise and other taxes, but does not include taxes on Gotransverse's net income. Where required by local legislation, Amazon Web Services, Inc. may charge for Taxes in its own name for subscriptions made by customers on the AWS Marketplace, and Customer will pay such Taxes.
- 6.5. Additional Services. In the event changes to the Services outside the scope of the Documentation are requested by Customer, or a rate structure for such services is not provided in this Agreement, the Parties will agree in writing to the specific services, the rate(s) to be applied, and any new terms applicable to such modifications or Additional Services prior to being performed. If Customer receives pre-release, early access, public preview or non-production products or features as Additional Services, Gotransverse may include terms different from those in this Agreement as part of the agreement regarding these Additional Services, including a disclaimer of (a) warranties, (b) service level agreement, and (c) remedies associated with such services.
- 6.6. Fees. Gotransverse's fees and rates are fixed during the Original Term. Any change in the Term subscription fees, Professional Service rates, or other fees during any Renewal Term will be communicated in writing to the Customer at least ninety (90) days prior to the Renewal Term, or the prevailing then current Term rates will apply. Notwithstanding anything to the contrary contained in this Agreement, if any portion of the renewal pricing is not accepted by the Customer, Customer may then terminate this Agreement with no less than thirty (30) days written notice prior to the start of the Renewal Term, unless a different fee is mutually agreed upon between the Parties during those thirty (30) days. If a renewal agreement is not entered into, or a negotiated offline Master Subscription Agreement executed to supersede this Agreement, within the time stated in this Section, the Agreement will terminate as of the last day of the then current Term.

## 7. Performance of Services.

- 7.1. In performing the Services, Gotransverse will use commercially reasonable efforts, and will devote reasonable amounts of its time, personnel and resources, to achieve the objectives set forth in this Agreement. Gotransverse will perform the Services in a good and workmanlike manner in accordance with generally accepted industry practices.
- 7.2. During the Term, each Party will procure and continue all rights and licenses necessary to perform its respective obligations under this Agreement.



- 7.3. Each Party's grant of the rights and licenses and its performance of its obligations under this Agreement will be in compliance with all laws applicable to its obligations under this Agreement.
- 7.4. Gotransverse will have no obligation to perform services not expressly stated and allocated to Gotransverse in this Agreement, the Order Form and Specific Terms. Certain portions of the Services may be performed by one or more subcontractors selected by Gotransverse. Gotransverse is responsible for its subcontractors' performance of Gotransverse's obligations under this Agreement to be in material compliance with those obligations. If Gotransverse performs Services at Customer's location, Customer will be responsible for the allocation of appropriate workspace, telephone access, supplies, computers, equipment, supervision, and technical information required to enable Gotransverse to perform Services at Customer's location, or Gotransverse may obtain such at Customer's expense.
- 7.5. When Customer purchases Professional Services, including training and implementation from Gotransverse, Customer must sign a SOW to do so. The specific Professional Services will be defined in the applicable SOW, and certain provisions regarding Professional Services are stated in the Professional Services Schedule. Gotransverse will not perform any work materially different from or in addition to work that is described in a SOW unless the additional work is documented in a separate SOW or amendment signed by both Parties prior to beginning that work. Professional Services are separate from Gotransverse's other Services and do not impact either Party's obligations concerning SaaS Services described in an Order Form.
- 7.6. For any breach of performance obligation under Section 7.1 above, Customer's exclusive remedy, and Gotransverse's entire liability, will be that Gotransverse will use reasonable good faith efforts to re-perform the affected Services.
- 7.7. Nothing in this Agreement will prohibit, restrict or limit (a) Gotransverse from performing or providing the same or similar Solution and Services for any third party, or (b) Customer from hiring a third party to perform professional services related to the Solution or Services, subject to the confidentiality and other obligations of Customer under this Agreement.

## 8. Customer Obligations.

- 8.1. On the Effective Date, Customer will appoint the Customer Representative, identified in writing to Gotransverse, and will update this appointment, as necessary. The Customer Representative will have full authority to make binding decisions for Customer, which may be relied upon by Gotransverse; and will ensure Customer will promptly provide access to Customer employees and/or agents and, if applicable, their service providers, as needed by Gotransverse in connection with its performance of the Services.
- 8.2. Customer warrants Customer Data on the platform will not misappropriate, infringe, or otherwise violate any third party's copyright, trademark or other intellectual property rights, or any other law or contractual obligation regarding the Customer Data and Customer's responsibilities regarding Customer Data.

- 8.3. Customer is responsible for identifying and authenticating all Users, for approving access by such Users to the Solution and SaaS Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords, and account information. Customer is responsible for all activities or harm that occur under Customer and Users' usernames, passwords, or accounts or as a result of Customer's or Customer Users' access to the Solution or SaaS Services, and will notify Gotransverse immediately of any unauthorized use.
9. Customer Prohibitions. Customer agrees that it has full responsibility for its Users and will ensure that Customer, its Affiliates, and its Users will comply with the terms of the Agreement and will not:
- 9.1. license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services or the Solution, or any part thereof, available to any third party, other than as expressly permitted under the terms of this Agreement;
  - 9.2. modify, change, alter, translate, create derivative works of, reverse engineer, disassemble or de-compile the Solution, the Services or the Gotransverse website in any way for any reason;
  - 9.3. copy or reproduce all or any part of the Solution (except as expressly provided in this Agreement) or otherwise knowingly interfere with the operation of the Solution and the distribution rights of electronic data hereunder;
  - 9.4. knowingly or with any reason to know (a) cause any denial-of-service attacks, spamming, mail-bombing, spoofing or any other fraudulent, illegal or unauthorized use of the Solution or the Gotransverse website (b) introduce into or transmit through the Solution or the Gotransverse website any virus, worm, trap door, back door, timer, clock, counter or other limiting routine, instruction or design, (c) remove, obscure or alter any of the Solution's copyright notices, trademarks or other proprietary rights notices properly affixed to or contained within the Solution or Gotransverse website, or any third party's copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Solution or Gotransverse website;
  - 9.5. engage in or allow any action involving the Solution or the Services that is inconsistent with the terms and conditions of this Agreement or in violation of applicable law;
  - 9.6. access the Solution solely for the purpose of monitoring its availability, performance or functionality or perform or disclose benchmark or performance tests of the Services or the Solution without Gotransverse's prior written consent;
  - 9.7. perform or disclose any security testing of the Solution or associated infrastructure without Gotransverse's prior written consent, including but not limited to the following: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing;
  - 9.8. allow a competitor of Gotransverse to access or use the Solution or Services; or
  - 9.9. do any of the following: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful



or tortious material, including material harmful to children or violative of third-party privacy rights; (c) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (d) intentionally interfere with or disrupt the integrity or performance of the Solution or the data contained therein; or (d) attempt to gain unauthorized access to the Solution or its related systems or networks.

10. Confidential Information. The Parties acknowledge that each Party possesses and will continue to possess information that has been developed or received by a Party, has commercial value in the Party's business or that of their customers and is not in the public domain.

10.1. Except as otherwise specifically agreed in writing by the Parties, Customer's "Confidential Information" shall include all Customer Data and Customer account information, and confidential and proprietary data or information developed by Customer that is marked or clearly designated in writing as confidential.

10.2. Except as otherwise specifically agreed in writing by the Parties, Gotransverse's "Confidential Information" shall include (i) any information relating to the operations of the Solution that Gotransverse holds in confidence, including but not limited to Gotransverse's methods of operations, practices and procedures, general controls, and security practices and procedures, (ii) all software provided by Gotransverse and being utilized by Gotransverse in providing the Services and additional services, if any, (iii) all information regarding the business, affairs and procedures of Gotransverse which Customer or its Affiliates or agents acquire pursuant to any audit of Gotransverse hereunder, and (iv) all information regarding the business, affairs and procedures of Gotransverse, and in particular such information that is identified by Gotransverse as Confidential Information either at the time such information is provided to Customer or its Affiliates or agents pursuant to this Agreement or upon Customer being advised that such information is Confidential Information.

10.3. The receiving Party will keep all Confidential Information in confidence during the Term and for a period of not less than three (3) years after expiration or termination of this Agreement, or earlier if it becomes no longer confidential under Section 10.5. Notwithstanding the prior sentence, any Confidential Information that is a trade secret under applicable law will also continue to be subject to the terms of this Agreement for as long as it is a trade secret under such applicable law. The receiving Party will not disclose any item of Confidential Information to any person other than its employees, agents or contractors who need to know the same in the performance of their duties. The receiving Party will protect and maintain the confidentiality of all Confidential Information with the same degree of care as it employs to protect its own Confidential Information, but at least with a reasonable degree of care. Neither Party will use, (and Customer will not allow Users to use) copies of the other Party's Confidential Information, except as specifically permitted in this Agreement, except with the prior written consent of the disclosing Party. The receiving Party will be liable to the disclosing Party for any non-compliance by its employees, agents, contractors, and Users (or their service providers) to the same extent it would be liable for non-compliance by its employees.

10.4. The terms of this Agreement, the Specific Terms, Order Form and SOW are Confidential Information to the extent not in the public domain; however, if Gotransverse approves an assignment by Customer, Customer may disclose this Agreement, to an entity seeking to acquire all or substantially all of the assets or shares of Customer so long as the entity is required to execute a non-disclosure agreement requiring the entity to use the Agreement solely for the purposes of assessing its proposed

purchase and the entity is not, and is not likely to become, in the sole determination of Gotransverse, a competitor of Gotransverse. Gotransverse may disclose this Agreement and Customer Confidential Information to an entity seeking to acquire substantially all the assets or shares of Gotransverse so long as the entity is required to execute a non-disclosure agreement requiring the entity to use the Confidential Information solely for the purposes of assessing its proposed purchase.

- 10.5. Confidential Information does not include any particular information which the recipient of such information can demonstrate: (a) was, at the time of disclosure to it, in the public domain; (b) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the recipient; (c) was, as supported by documentation, in the possession of the recipient prior to the time of disclosure ; (d) was received after disclosure from a third party who had a lawful right to possess and disclose such information to it; or (e) was, as supported by documentation, independently developed by it without reference to the Confidential Information of the discloser. In addition, the recipient will not be considered to have breached its obligations under Section 10.3 for disclosing Confidential Information as required to satisfy any legal requirement of a competent governmental body provided that, immediately upon receiving any such request and to the extent that it may legally do so, the recipient advises the discloser promptly and prior to making such disclosure so the discloser may object to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other actions as the discloser reasonably deems appropriate to protect the Confidential Information.
- 10.6. At any time requested by the disclosing Party and at the disclosing Party's expense, the receiving Party will return or destroy, as the disclosing Party may reasonably direct, all Confidential Information of the disclosing Party and retain no copies, except as may be required for a proper business purpose and subject to a continuing confidential obligation and disclosed as such to the disclosing Party.
- 10.7. Gotransverse may disclose Customer Confidential Information to its contractors or subcontractors to the extent necessary to support the Solution and perform the Services, provided Gotransverse is responsible for any disclosure of Customer Confidential Information in violation of this Agreement by such contractors or subcontractors.

## 11. Ownership Rights.

- 11.1. Solution and Services. Except for the limited use rights set forth in Section 4 (Rights Granted), as between Customer and Gotransverse, all Intellectual Property Rights in the Services provided by Gotransverse and the Solution, whether developed by Gotransverse alone or with third-party contractors, or with Customer and/or its employees and/or agents in the course of the performance of all services Gotransverse provides under this Agreement are and will be the property of Gotransverse. The Gotransverse name, the Gotransverse logos, or any other product names associated with Gotransverse are trademarks of Gotransverse or third parties, and no right or license is granted to use them, except as authorized by Gotransverse in this Agreement or otherwise in writing.
- 11.2. Customer Data. Except for the limited use rights set forth in Section 4 (Rights Granted), as between Customer and Gotransverse, all Intellectual Property Rights in and to any Customer Data are and will remain the property of Customer. Customer, not Gotransverse, will have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness of the Customer Data, and securing

any intellectual property ownership or right to use all Customer Data, and Gotransverse will not be responsible or liable for the deletion, correction, destruction, damage, or loss of Customer Data, except to the extent arising out of the gross negligence or willful misconduct of Gotransverse.

- 11.3. Ownership of Pre-Existing Gotransverse IP. Gotransverse will retain all ownership of the Pre-Existing Gotransverse IP. If the Services provided by Gotransverse require the use of Pre-Existing Gotransverse IP, Gotransverse hereby grants to Customer, a limited, non-exclusive, non-transferable, non-sublicensable license to use such Pre-Existing Gotransverse IP to the extent necessary for Customer's use and enjoyment of the Solution and Services, subject to the terms of this Agreement and to Customer making all payment obligations set forth in the Agreement, and performing its other obligations under the Agreement. In no event may Customer use the Pre-Existing Gotransverse IP to access, or seek to access, the Solution or the Services following the expiration or earlier termination of the Agreement.
- 11.4. Rights in Generic Information Not Containing Customer Confidential Information. In no event will Gotransverse be precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Solution or Services or any component of them so long as such development, and the use of such developed materials, does not use, incorporate or disclose any Customer Confidential Information. Gotransverse will be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of performing and providing the Solution and Services or similar services to others and that do not include or incorporate any Customer Confidential Information.

## 12. Security.

- 12.1. Gotransverse will comply with the security practices incorporated or referenced in the Documentation for the Services and the Solution, and the Security-Data Privacy Schedule incorporated into this Agreement by reference, provided however that at all times Gotransverse will implement and maintain physical, administrative and technical safeguards and other security measures regarding Data Breaches, consistent with industry standard practices and applicable laws, including but not limited to the laws applicable to the countries in which Gotransverse will perform its obligations, as more fully described in the Security-Data Privacy Schedule.
- 12.2. Each Party will comply with all data protection laws, and any implementation of such laws, that are applicable to its performance under this Agreement.
- 12.3. Without limiting the generality of the foregoing, if Gotransverse is collecting or furnishing Personal Information to Customer or if Gotransverse is processing, storing or transferring Personal Information on behalf of Customer, then Gotransverse and Customer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable law, and if the Personal Information is regarding individuals in the European Economic Area, Gotransverse and Customer agree to be bound by a Data Processing Addendum applicable to these countries or other terms and conditions agreed upon by Gotransverse and Customer that reflect their respective legal obligations with respect to Personal Information and any applicable data transfer mechanisms.

- 12.4. **Disclaimer of Third-Party and Communication Provider Liability.** Gotransverse will have no liability for loss, delay, damage or harm to Customer which is (a) by failure or fault of a third-party telecommunication or internet service provider, (b) the fault or failure of a third-party not within the sole control of Gotransverse, or (c) is the fault of Customer or Customer's Users, contractors or service providers.
13. **Force Majeure; Delays by Entities other than Gotransverse.** Except for payment obligations, neither Party will be liable for and will be excused from any failure to perform its respective obligations in this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of nature, acts of war or terrorism, riots, government actions, criminal or illegal actions of third parties, sabotage, fire, labor actions, transportation problems, interruptions of electrical power, internet services or telecommunication services or other similar events.
14. **Termination.** Unless otherwise provided, this Agreement may be terminated in the following manner and for the following reasons:
- 14.1. **Default.** Either Party may terminate this Agreement upon material default of the other Party pursuant to the terms of this Agreement. Failure to pay as required under this Agreement is a material default and addressed in Section 14.2. To terminate for default, the terminating Party must give written notice detailing and specifying the event of default claimed. Upon receipt of notice of default, the defaulting Party must cure such default within thirty (30) days. If such default is not cured within such thirty (30)-day period, and the terminating Party intends to terminate, the terminating Party must immediately give thirty (30) days prior written notice of termination. The thirty (30) day pre-termination period will begin running upon receipt of notice of termination by the defaulting Party.
- 14.2. **Payment Default.** Gotransverse may terminate this Agreement if a payment is thirty (30) or more days delinquent, and, payment is not received within ten (10) days after such notice of delinquency is received by Customer. A payment is delinquent if not paid prior to the Payment Date established in this Agreement. In the event of such termination, Gotransverse may retain any prepaid Subscription fees, and unpaid recurring fees that would have been paid to Gotransverse through the end of the Original Term or Renewal Term, as applicable, will be immediately due and payable.
- 14.3. **Financial Responsibility.** If either Party (a) files for bankruptcy; (b) becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; (c) makes an assignment for the benefit of all or substantially all of its creditors; or (d) enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations, then the other Party may, by giving written notice of termination to the Party so affected, terminate access to the Solution and the Services to be provided by Gotransverse as of a date agreed to between the Parties, so long as Customer pays Gotransverse for the Services in advance.
- 14.4. **Cumulative Remedies.** If a Party terminates this Agreement, the other Party may exercise any of the remedies available under this Agreement and/or allowed by law. Where remedies in this Agreement are stated to be exclusive, they will be the sole remedies to Customer, unless applicable law requires otherwise. Customer hereby expressly agrees that nothing contained in this Agreement will prevent

Gotransverse from obtaining injunctive relief against Customer. Termination by Gotransverse of this Agreement and/or any SOW will not prevent Gotransverse from pursuing any remedies available to Gotransverse, in law or in equity, against Customer. All remedies provided for in this Agreement will be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise, except where this Agreement specifically provides otherwise, e.g., regarding Professional Services warranties and performance and SLA credits where exclusive remedies are specified.

14.5. Deletion of Customer Data. Unless applicable law requires otherwise, Customer agrees and acknowledges that Gotransverse is not obligated to retain Customer Data for longer than thirty (30) days after termination of this Agreement for any reason. Upon termination or expiration of this Agreement, Gotransverse will provide one electronic copy of the Customer Data (excluding data covered by PCI DSS) then in its possession, if any, in a format reasonably selected by Gotransverse, which may be comma separated values ("CSV") format on the optical disc (compact or digital versatile), within thirty (30) days upon Customer's written request. Other data formats requests may be provided by Gotransverse at Gotransverse's sole discretion. Data formatting and data migration support may be provided on a time and materials basis at Gotransverse's then current rates. Except as otherwise provided in this Agreement, Gotransverse agrees not to delete Customer Data during the Term. Notwithstanding the foregoing, Customer acknowledges that to maintain compliance with PCI DSS, described in the Security-Data Privacy Schedule, Gotransverse has authority to delete certain cardholder information without prior permission of Customer provided such deletions take place relative to audited PCI DSS policies.

15. Notices. All notices, regarding the termination of this Agreement or alleging a breach of this Agreement, will be in writing and will be deemed duly delivered (a) when delivered by hand, (b) one (1) day after being deposited with a nationally recognized over-night delivery service with a reliable system for tracking delivery, (c) when sent by electronic mail to legal@gotransverse.com with a copy sent by another means specified in this Section 15, or (d) upon actual receipt when mailed by United States mail, registered or certified mail and addressed as follows:

## **16. Limitations of Liability and Disclaimer.**

16.1. Disclaimer. Except as expressly set forth in this Agreement, Gotransverse makes no representation or warranties nor are there any conditions, expressed or implied regarding the Services or the Solution including, without limitation, implied warranties or conditions of merchantability, merchantable quality, or fitness for a particular purpose and those arising by statute or otherwise in law or from a course of dealing or use of trade.

16.2. Gotransverse does not guarantee that (a) the Services or the Solution will be performed error-free or uninterrupted, or that Gotransverse will correct all Services and Solution errors, (b) the Services or the Solution will operate in combination with Customer applications not designated within a SOW or with any other hardware, software, systems or data not provided by Gotransverse, and (c) the Services or the Solution will meet Customer requirements, specifications or expectations. Customer acknowledges that Gotransverse does not control the transfer of data over communications facilities, including the internet, and that the Services and the Solution may be subject to limitations, delays,



and other problems inherent in the use of such communications facilities. Gotransverse is not responsible for any delays, delivery failures, or other damage resulting from such problems. Gotransverse is not responsible for any issues related to the performance, operation or security of the Services or the Solution that arise from Customer Data or Personal Information, Customer applications or trading partners or their respective agents or service providers. Gotransverse does not make any representation or warranty regarding the reliability, accuracy, completeness, correctness, or usefulness of Customer Data or Personal Information, and disclaims all liabilities arising from or related to Customer Data or Personal Information.

- 16.3. Notwithstanding any other provision in this Agreement, Gotransverse's total aggregate liability arising out of or related to this Agreement and any and all obligations under this Agreement, including but not limited to those under Sections 12 (Security) and 17 (Indemnification), will be limited to an amount equal to the total charges payable to Gotransverse pursuant to the Order Form under which the liability arose for the six (6) months prior to the month in which the most recent event giving rise to liability occurred; provided that if such event giving rise to liability occurs during the first six (6) months after the Effective Date, liability will be limited to an amount equal to the total charges that would be payable to Gotransverse pursuant to this Agreement under the Order Form for proper performance of the Services during such six (6) month period.
- 16.4. In no event will Gotransverse be liable for any special, indirect, consequential or punitive damages, including lost profits, lost revenue, lost data, loss of computer time, failure to realize expected savings, and any other commercial or economic loss of any kind and arising in consequence of Gotransverse's performance, failure to perform, or other breach under this Agreement even if Gotransverse has been advised of the possibility of any of these damages.
- 16.5. Gotransverse will not be liable to Customer for any losses, damages or claims which are either discovered by Customer more than one (1) year after completion of the Services, or for which Customer fails to give notice to Gotransverse within sixty (60) days from the date of discovery.
- 16.6. Any service level credits or penalties associated with Service Level Agreements will constitute Customer's sole remedy for the events giving rise to Gotransverse's obligation to pay such credits or penalties and such credits or penalties will be subject to the limitation of Section 16.3.

## 17. Indemnification.

- 17.1. In the event of any claim, action, proceeding or suit by a third party against Customer alleging direct infringement of any United States patent, copyright, trademark or misappropriation of a trade secret, resulting solely from Customer's use of the Solution or Services in accordance with this Agreement, Gotransverse will defend Customer, subject to the conditions and exceptions stated below, against such allegations. Gotransverse will reimburse Customer for costs, expenses or reasonable attorneys' fees incurred at Gotransverse's written request or authorization and will indemnify Customer against any liability assessed against Customer by final judgment on account of such infringement, subject to the limitations in Section 16 (Limitations of Liability and Disclaimer).
- 17.2. If Customer's use is enjoined or in Gotransverse's opinion is likely to be enjoined, Gotransverse will, at its expense use its reasonable good faith efforts, to either (a) replace the enjoined Item furnished pursuant to this Agreement with a substitute free of any infringement ; (b) modify it so that it will be



free of the infringement; or (c) procure for Customer a license or other right to use it. If none of the foregoing options is achievable through reasonable efforts, Gotransverse will remove the enjoined Item and refund or credit to Customer any amounts paid to Gotransverse for the Item less a reasonable charge for depreciation and any actual period of use by Customer. In no event, however, will Gotransverse's liability under this Section exceed the amount(s) paid by Customer to Gotransverse to obtain the right to use the Item, which is alleged to violate the rights described in Section 17.1 above.

17.3. Customer will give Gotransverse prompt written notice of all such claims, actions, proceedings or suits alleging infringement or violation and Gotransverse will have full and complete authority to assume the sole defense, including appeals, and to settle same. Customer will, upon Gotransverse's request, furnish all information and assistance available to Customer and cooperate in every reasonable way to facilitate the defense and/or settlement of any such claim, action, proceeding or suit.

17.4. No undertaking of Gotransverse under this Section will extend to any such alleged infringement or violation to the extent that it: (a) arises from section design modifications, specifications, drawings, or instructions which Gotransverse received from Customer; or (b) arises from adherence to instructions to apply Customer's trademark, trade name or other company identification; or (c) resides in equipment or software which is furnished by Customer to Gotransverse for use under this Agreement; or (d) arises from use of an Item provided by Gotransverse in combination with any item not furnished directly by Gotransverse; or (e) is based upon modification made by Customer or a User of any Item; or (f) arises from use of any Item in a manner for which it was not designed.

17.5. The liability of Gotransverse with respect to any and all claims, actions, proceedings or suits by third Parties alleging infringement of patents, trademarks or copyrights or violation of trade secrets or proprietary rights because of, or in connection with, the Solution or any Services performed hereunder will be limited to the remedies and specific undertakings contained in this Section.

17.6. Customer will indemnify, hold harmless and defend Gotransverse from and against any action, cause, claim, damage, debt, demand or liability, including reasonable costs and attorney's fees, asserted by any person, arising out of or relating to: (a) any unauthorized use of the Services or the Solution by Customer or its Users, (b) Customer Data, including the content of the Customer Data or the misappropriation or infringement of Customer Data on any intellectual property rights of third parties, and (c) any liability asserted against Gotransverse under Section 17.4(a) through (f).

18. Media Releases. Unless otherwise agreed, all media releases, public announcements, and public disclosures by either Party relating to this Agreement or the subject matter of this Agreement, including without limitation, promotional or marketing material (both internal and external), but not including announcements intended solely for internal distribution or to meet legal or regulatory requirements, will be coordinated with and approved by the other Party prior to release. Notwithstanding the foregoing, Gotransverse may identify Customer on its website and in its marketing materials using Customer's name and logo, which may be rescinded at any time upon Customer's written request. Customer will also issue a joint press release on or around the Effective Date, announcing the partnership and selection of Gotransverse. If Customer is pleased with the performance of the Solution and Services of Gotransverse, Customer may, at its discretion, support the marketing efforts of Gotransverse by agreeing to allow/cooperate with Gotransverse to do one or more of the following; (a) issue a joint press release upon Customer's initial production use of the Solution and

Services; (b) complete a “why we chose Gotransverse” video and written case study with Gotransverse’s Marketing team; and (c) participate as a customer reference for Gotransverse and respond reasonably to all such reference contacts.

19. Assignment. Customer will not assign this Agreement or any of its rights and obligations hereunder without the prior written consent of Gotransverse. Unless applicable law requires otherwise, a merger or other acquisition of Customer is an assignment that requires the prior written consent of Gotransverse. Gotransverse may assign this Agreement to the successor entity or acquiring entity in a merger, acquisition, or transfer of substantially all Gotransverse’s assets, or in the event of Gotransverse’s internal reorganization. This Agreement will be binding upon and inure to the benefit of the successor or acquiring entity in an authorized transfer. If Customer transfers the Agreement to a permitted transferee that Gotransverse determines would not otherwise qualify for the terms of the Agreement, Gotransverse will be entitled to increase the fees that it charges Customer following any such assignment if the scope of use applicable to the Solution and Services authorized in any Schedule changes.
20. Dispute Resolution and Arbitration. Any dispute between Customer and Gotransverse including but not limited to those relating to the interpretation of any provision of this Agreement and with respect to performance of a Party will be resolved promptly as described in this Section and the Dispute Resolution Schedule incorporated into this Agreement. Every effort will be made to resolve all disputes at the lowest level of authority escalating up to and including the Chief Executive Officer of both Gotransverse and Customer. If the Parties fail to agree through normal channels and procedures of dispute resolution, then the Parties will attempt to resolve any disputes through nonbinding mediation or, as described in the Dispute Resolution Schedule, binding arbitration.
21. Miscellaneous.
- 21.1. Survival. Sections of this Agreement or of any Specific Terms which by their nature are intended to survive cancellation or termination of this Agreement will do so, specifically including but not limited to: Sections 4 (Rights Granted), 8 (Customer Prohibitions), 9 (Confidential Information), 13 (Termination), 15 (Limitations of Liability and Disclaimer) and 16 (Indemnification).
- 21.2. Headings. The headings used in this Agreement are for reference and convenience only and will not enter into the interpretation of this Agreement.
- 21.3. Third Party Beneficiaries. This Agreement is entered into solely between, and may be enforced only by, Customer and Gotransverse; and this Agreement will not be deemed to create any rights in third Parties, including employees, suppliers, Users, or customers of either Party, or to create any obligations of a Party to any such third Parties.
- 21.4. Entire Agreement and Conflicts. The General Terms, along with any incorporated Specific Terms, Order Forms and SOWs all together form the entire agreement and understanding between Gotransverse and Customer regarding the subject matter of this Agreement and supersede all previous agreements, representations, and understandings, whether written or oral, between Gotransverse and Customer regarding the subject matter. Except for the sole purpose of initiating or authorizing the performance of Services by Gotransverse under a Schedule, Gotransverse and Customer agree that any and all terms and conditions set forth in a Customer purchase order will be void and have

absolutely no force or effect for purposes of this Agreement and any interpretation of it. This Agreement may be modified only by a written instrument duly executed by an authorized representative of each of the Parties. In the event of conflicts, unless otherwise expressly stated in a Schedule, Order Form, SOW or other addendum accepted by both Parties that the General Terms provision is superseded, the order of precedence will be (a) these General Terms (b) the Order Form(s), (c) the Specific Terms and (d) the SOW.

- 21.5. Execution of Subsequent Documents. Each of the Parties agree, at any time and from time to time, upon the request of the other Party , to do, execute, acknowledge and deliver, or cause to be done, executed, acknowledged and delivered, all such further acts, documents and instruments as may be reasonably required to effect any of the transactions contemplated by this Agreement.
- 21.6. Waiver of Default. A delay or omission by either Party to exercise any right or power under this Agreement will not be construed to be a waiver of such right or power. A waiver by either of the Parties of any of the covenants to be performed by the other or any breach of any obligation will not be construed to be a waiver of any succeeding breach of the obligation or of any other covenant in this Agreement.
- 21.7. Mutual Non-Solicitation and Non-Hire Agreement. Except as specifically provided in this Agreement or any other written agreement between the Parties, during the Term and for twelve (12) months thereafter termination or expiration of a term, neither Party will solicit, hire, or contract for the services of the other Party's employees. Each Party agrees that if it employs or engages any person contrary to this Section, the Party in default will, in addition to any other remedies available to the non-defaulting Party, be liable to pay to the other Party liquidated damages in an amount equal to such person's annual salary at the time of leaving the employment of the other Party.
- 21.8. Non-Exclusivity of Services. Nothing contained in this Agreement will be deemed to restrict either Party from quoting, offering to sell/purchase or selling/purchasing to others, including competitors of the other Party, any items or services that it may regularly offer for sale or license.
- 21.9. Severability. In the event that any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid by an arbitrator or a court with jurisdiction over the Parties, such provision will be deemed to be restated to reflect as nearly as possible the intentions of the Parties in accordance with applicable law. The remainder of this Agreement will remain in full force and effect.
- 21.10. State Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without reference to its conflicts of laws provisions.

***[Signature page to be provided with these terms and conditions, the complete Order Form and Schedules]***

## Appendix 1

### GOTRANSVERSE ORDER FORM CATEGORIES

[Product Specifications and Pricing Found on Complete Order Form  
Incorporated by Reference Available via Portal Link]

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The following Core Services are included in the Annual Subscription Fee:

- **Shared Production Environment:** Access to one (1) Production Tenant in a Shared Production Environment for production purposes. This Production Tenant is subject to the SLA.
  - **Shared Development Environment:** Access to one (1) Development Tenant in a Shared Development Environment for configuration testing/sandbox purposes. Data must be test (anonymized) data. This Development Tenant is not subject to the SLA.
  - **Usage and Rating**
  - **Billing and Invoicing**
  - **Tax Essentials**
  - **Payments.** Supported card processors and payment methods available upon request. Unsupported card processors or payment methods must be priced separately via a Private Offer.
- 

Add-on Products require separate pricing (not included in Annual Subscription Fee) and are available via Private Offer:

- **Revenue Management**
  - **Mediation**
  - **Stored Value Service**
  - **Premier Data Extracts**
  - **Premier Data Sharing**
  - **Premier Managed Data Access**
  - **Additional Development Tenants**
  - **Large Development Tenant**
  - **Additional Production Tenant**
- 

Unless otherwise documented, this Agreement is for the location of Production and Development Tenants in the USA. Other geographies must be specified in a Private Offer.

## Appendix 2

### **GOTRANSVERSE ORDER FORM: Term and Pricing**

Pricing in USD and does not include any applicable taxes – Order Form is for use in the US only

1. Term

Term (months):	36
Effective Date:	Upon Agreement Signature Date
Termination Date:	36-Months from Effective Date (Midnight CST)

2. Annual Subscription Fee. \$150,000

3. Incremental Annual Subscription Fee. Usage above tiers may result in additional overage fees and are subject to the terms of the Specific Terms (the Complete Order Form).