INFERSOFT MASTER SERVICE AGREEMENT (MSA)

1. DEFINITIONS.

(a) "**Affiliate**" of any Person means any Person that controls, is controlled by, or is under common control with such Person. As used in the context of Affiliates, the term "control" (including the terms "controlling," "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities or other interests, by contract or otherwise.

(b) "**Authorized Users**" means Customer's employees, consultants, contractors, and agents who have been authorized by Customer to access and use the Infersoft Platform solely on Customer's behalf.

(c) "**Customer Data**" means information and data that is submitted, posted, or otherwise transmitted through the Infersoft Platform by an Authorized User.

(d) "**Documentation**" means Infersoft's user materials relating to the Infersoft Platform, which are provided by Infersoft to Customer through Infersoft's support site, either electronically or in hard copy form.

(e) "**Infersoft IP**" means the Infersoft Platform (including the Software), the Documentation, all technology (including source code, object code and all related algorithms) related thereto and all intellectual property or proprietary rights in the foregoing. For the avoidance of doubt, Infersoft IP does not include Customer Data.

(f) "**Infersoft Platform**" means the hosted software offering, which is described in greater detail in table above.

(g) "**Implementation Services**" means implementation services, implementation support, and integration efforts provided by Infersoft to Customer to support Customer's use of the Infersoft Platform, in each case to the extent set forth in an SOW entered into by the Parties hereunder.

(h) "**Person**" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership or other entity.

2. ACCESS AND USE.

(a) Provision of Access. Subject to Customer's full compliance with all terms and conditions of this Agreement, Infersoft hereby grants Customer a non-exclusive, non-transferable right to access and use the Infersoft Platform during the Term, solely by Authorized Users, for Customer's internal use and in accordance with the Documentation. Infersoft shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Infersoft Platform. Infersoft may in its sole discretion, modify, enhance or otherwise change the Infersoft Platform from time to time in its sole discretion; *provided*, that such changes will not materially limit or adversely affect the Infersoft Platform provided to Customer hereunder.

(b) Use Restrictions. Customer shall not, directly or indirectly: (i) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to or attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Infersoft Platform or any software, Documentation or data underlying or related to the Infersoft Platform ("**Software**"); (ii) copy, modify, translate, or create derivative works of the Infersoft Platform or Software, in whole or in part; (iii) use or access the Infersoft Platform or Software for timesharing or service bureau purposes or for any purpose other than for the internal benefit of Customer as set forth in this Agreement; (iv) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Infersoft Platform or Software; (v) remove any product identification, proprietary, copyright or other notices from the Infersoft Platform or Software; (v) use the Infersoft Platform or Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any Person, or that violates any applicable laws or regulations; or (vi) permit any third party to do any of the foregoing. Customer will use commercially reasonable efforts to prevent any unauthorized use of the Infersoft Platform or the Software, and will promptly notify Infersoft of any unauthorized use that comes to Customer's attention and provide all reasonable cooperation to prevent and terminate such use.

(c) Reservation of Rights. Except for the limited rights expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Infersoft IP. As between the Parties, Infersoft retains all right, title and interest in and to the Infersoft IP.

(d) Suspension. Notwithstanding anything to the contrary in this Agreement, Infersoft may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Infersoft Platform if: (i) Infersoft reasonably determines that (A) there is a threat or attack on any of the Infersoft IP; (B) Customer's or any Authorized User's use of the Infersoft IP disrupts or poses a security risk to the Infersoft IP or to any other customer or vendor of Infersoft; (C) Customer, or any Authorized User, is using the Infersoft IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution,

or similar proceeding; or (E) Infersoft's provision of the Infersoft Platform to Customer or any Authorized User is prohibited by applicable law or (ii) in accordance with Section 6(a)(iii) (any such suspension described in sub-clause (i), or (ii) of this Section, a "**Service Suspension**"). Infersoft shall use commercially reasonable efforts to provide prior notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Infersoft Platform following any Service Suspension. Infersoft shall use commercially reasonable efforts to resume providing access to the Infersoft Platform as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Infersoft will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

3. SERVICE LEVELS AND SUPPORT; IMPLEMENTATION SERVICES.

(a) Service Levels and Support. Subject to the terms and conditions of this Agreement, Infersoft shall use commercially reasonable efforts to make the Infersoft Platform available in accordance with the service levels set out in **Exhibit A** and to provide the support as contemplated therein.

(b) Implementation Services. Infersoft will use commercially reasonable efforts to provide to Customer the Implementation Services as set forth in one or more statements of work (each, an "**SOW**") entered into from time to time hereunder.

4. DATA SECURITY; DATA PRIVACY.

(a) Data Security. Infersoft will maintain commercially reasonable administrative, physical and technical safeguards for the Infersoft Platform to protect against the accidental or unauthorized access, use, alteration or disclosure of Customer Data properly uploaded to, or ingested by, the Infersoft Platform and processed or stored on a computer and/or computer network owned or controlled by Infersoft in connection with the Infersoft Platform, including by maintaining security controls no less stringent, when considered as a whole, than those set forth on **Exhibit B**. If, at any time, Infersoft fails to comply with this Section, Customer may promptly notify Infersoft in writing of any such noncompliance. Infersoft will, within thirty (30) days of receipt of such written notification, either correct the noncompliance or provide Customer with a plan for correcting the noncompliance. If the noncompliance is not corrected or if a reasonably acceptable plan for correcting the noncompliance is not established during such period, Customer may terminate this Agreement as its sole and exclusive remedy for such noncompliance.

5. CUSTOMER RESPONSIBILITIES.

(a) General. Customer is responsible and liable for all uses of the Infersoft Platform and Documentation resulting from access provided by Infersoft, including all acts and omissions of Authorized Users. Customer shall make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized Users' use of the Infersoft Platform, and shall cause Authorized Users to comply with such provisions.

(b) Customer Data. Customer is responsible for the accuracy, completeness, quality and legality of the Customer Data (including complying with all applicable laws, rules or regulations requiring notice to, or permissions from, individuals and other third parties in connection with providing Infersoft the Customer Data). In addition, Customer is responsible for making back-ups of Customer Data and that the Infersoft Platform is not intended to be the sole repository of any Customer Data.

(c) Third Party Services. Customer acknowledges and agrees that (i) the Infersoft Platform may operate on, with or using services operated or provided by Customer or third parties (e.g., other technology systems or vendors of Customer) ("**Third Party Services**"), (ii) the availability and operation of the Infersoft Platform or certain portions thereof may be dependent on the performance of such Third Party Services, and (iii) Customer's failure to provide adequate access to such Third Party Services may result in an interruption or unsatisfactory performance of the Infersoft Platform. Infersoft does not make any representations or warranties with respect to Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

6. FEES AND PAYMENT.

(a) Fees. Customer shall pay Infersoft the fees ("**Fees**") as set forth in Order Form without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date set forth in Order Form. If Customer's use of the Infersoft Platform exceeds the service capacity set forth on the Order Form, Customer will be invoiced at the end of each calendar month for the excess usage over the service capacity at the rates set forth in the Order Form. If Customer fails to make any payment when due, without limiting Infersoft's other rights and remedies: (i) Infersoft may charge interest on past due amounts at a rate of 1.0% per month or, if lower, the highest rate permitted under applicable law; (ii) Customer shall reimburse Infersoft for all costs incurred by Infersoft in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 10 days or more, Infersoft may suspend Customer's and its Authorized Users' access to any portion or all of the Infersoft Platform until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Infersoft's income.

7. CUSTOMER DATA. Customer grants Infersoft a nonexclusive, worldwide, royalty-free, sublicensable license to (i) use, copy, reproduce, distribute, and make derivative works of Customer Data for the purpose of providing the Infersoft Platform and related services to Customer and (ii) use Customer Data in connection with Infersoft's improvement of the Infersoft Platform and related Infersoft products

and services; *provided*, that any such use contemplated in this subsection (ii) will be on an aggregated, anonymized basis and will not involve the disclosure of Customer Data to third parties.

8. CONFIDENTIAL INFORMATION; FEEDBACK.

(a) Confidential Information. From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether or not marked, designated or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) publicly available; (b) rightfully known to the receiving Party on a non-confidential basis; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party without use of, or reference to, the Confidential Information of the disclosing Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any Person, except to the receiving Party's employees, consultants, agents or representatives who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder (such Persons, its "**Representatives**"). In addition, and except as permitted herein, the receiving Party shall not use the Confidential Information of the disclosing Party except as necessary to exercise its rights or perform its obligations hereunder. The receiving Party shall be responsible for any unauthorized access, use or disclosure of the disclosing Party's Confidential Information by the receiving Party's Representatives. Each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. All Confidential Information disclosed pursuant to the preceding sentence will remain subject to the confidentiality and non-use obligations contained herein for all purposes other than such permitted disclosure. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and, at the disclosing Party's request, certify in writing that such Confidential Information has been destroyed. Each Party's confidentiality obligations with regard to Confidential Information are effective as of the Effective Date and will survive expiration or termination of this Agreement.

(b) Feedback. Customer or any of its employees or contractors may send or transmit any communications or materials to Infersoft by mail, email, telephone, or otherwise, suggesting or recommending changes to the Infersoft Platform, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"). In such case, Customer shall, and hereby does, grant to Infersoft a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully paid up license to use and exploit the Feedback for any purpose.

9. WARRANTIES AND DISCLAIMERS.

(a) Mutual. Each Party represents and warrants that (i) it is duly organized, validly existing, and in good standing under the laws of the state of its organization; (ii) it has the necessary organizational power and authority to enter into this Agreement, to carry out its obligations under this Agreement, and to grant the rights granted to the other Party herein; (iii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder do not and will not violate any other agreement to which such Party is a party or by which it is otherwise bound; and (iv) it and its performance hereunder will comply with all applicable laws and regulations.

(b) Infersoft. Infersoft warrants that (i) it will not knowingly include, in the Infersoft Platform provided to Customer hereunder, any computer code or other computer instructions, devices or techniques, including those known as disabling devices, trojans, or time bombs, that intentionally disrupt, disable, harm, infect, defraud, damage, or otherwise impede in any manner, the operation of a network, computer program or computer system or any component thereof, including its security or user data, and (ii) it will provide Implementation Services under this Agreement, if any, in a professional and workmanlike manner.

(c) Disclaimers. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 8(a), THE INFERSOFT PLATFORM IS PROVIDED "AS IS" AND INFERSOFT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. INFERSOFT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 8(a), INFERSOFT MAKES NO WARRANTY OF ANY KIND THAT THE INFERSOFT PLATFORM, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, ARE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR ARE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, INFERSOFT PROVIDES NO WARRANTY OR GUARANTEE THAT ANY RESULTS, ANALYSIS OR INVESTMENT OR DEVELOPMENT DECISIONS MADE THROUGH THE USE OF THE OFFERING WILL BE RELIABLE, USEFUL OR ERROR FREE.

10. INDEMNIFICATION.

(a) Infersoft Indemnification. Infersoft shall indemnify, defend, and hold harmless Customer from and against any and all out of pocket losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Infersoft Platform infringes or misappropriates such third party's U.S. patents, copyrights, trademarks or trade secrets; *provided,* that Customer promptly notifies Infersoft in writing of the claim, cooperates with Infersoft, and allows Infersoft sole authority to control the defense and settlement of such claim. If such a claim is made or appears

possible, Customer agrees to permit Infersoft, at Infersoft's sole discretion, to (i) modify or replace the Infersoft Platform, or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use of the Infersoft Platform in the manner permitted in this Agreement. If Infersoft reasonably determines that neither alternative is reasonably available, Infersoft may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer and refund Customer all prepaid but unused fees for the remainder of the then-current Term. The first sentence of this Section 10(a) will not apply with respect to portions or components of the Infersoft Platform (V) not created by Infersoft, including but not limited to Customer Data or Third-Party Products; (W) that are modified by anyone other than Infersoft where the alleged infringement relates to such modification; (X) combined with other products, processes or materials where the alleged infringement relates to such combination; (Y) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement or (Z) where Customer's use thereof is not strictly in accordance with this Agreement and all Documentation.

(b) Customer Indemnification. Customer shall indemnify, hold harmless, and, at Infersoft's option, defend Infersoft from and against any Losses resulting from any Third-Party Claim excluded from indemnity obligation in Section 10(a) above or otherwise from Customer's or any Authorized User's negligence or willful misconduct or use of the Infersoft Platform in a manner not authorized by this Agreement. Customer may not settle any Third-Party Claim against Infersoft unless Infersoft consents to such settlement, and further provided that Infersoft will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c) Sole Remedy. THIS SECTION 9(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND INFERSOFT'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE INFERSOFT PLATFORM INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

11. LIMITATIONS OF LIABILITY.

(a) Indirect Liabilities. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (I) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (II) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (III) LOSS OF GOODWILL OR REPUTATION; (IV) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (V) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER INFERSOFT WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

(b) Direct Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO INFERSOFT UNDER THIS AGREEMENT IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

(c) Exclusions. THE FOREGOING LIMITATIONS IN THIS SECTION 10(a) SHALL NOT LIMIT (I) A PARTY'S INDEMNIFICATION OBLIGATION SET FORTH IN SECTION 9(a); (II) DAMAGES ARISING IN CONNECTION WITH A PARTY'S FRAUD, WILLFUL MISCONDUCT, OR GROSS NEGLIGENCE; OR (III) DAMAGES ARISING IN CONNECTION WITH A PARTY'S MISAPPROPRIATION OR OTHER UNAUTHORIZED USE OF THE OTHER PARTY'S TECHNOLOGY.

12. TERM AND TERMINATION.

(a) Term. The initial term of this Agreement (the "**Initial Term**") begins on the Effective Date and lasts for the duration of the Initial Term Length set Forth in the Order Form. This Agreement and each Order Form entered into hereunder will automatically renew for successive one (1) year renewal terms (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 days prior to the expiration of the then-current term. Infersoft may increase the subscription prices for any Renewal Term by providing written notice to Customer at least sixty (60) days prior to the expiration of the then-current Initial Term or Renewal Term, as applicable.

(b) Termination. In addition to any other express termination right set forth in this Agreement: (i) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure or (B) being capable of cure, remains uncured 30 days after the non-breaching Party provides the breaching Party with written notice of such breach and (ii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (W) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (X) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (Y) makes or seeks to make a general assignment for the benefit of its creditors; or (Z) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Customer shall immediately discontinue use of the Infersoft IP and, without limiting Customer's obligations under Section 8, Customer shall delete, destroy, or return all copies of the Infersoft IP and certify in writing to Infersoft that the Infersoft IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 12(d) and Sections 1, 2(c), 5, 6, 8, 9(c), 9(a), 10(a), and 12(a) survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

13. MISCELLANEOUS.

(a) Entire Agreement. This Agreement, together with the Order Form and any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(b) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.

(c) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo. Notwithstanding the foregoing, Customer shall not be excused from its payment obligations as a result of the occurrence or persistence of a force majeure event.

(d) Relationship of the Parties. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

(e) Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(f) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

(g) Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of California in each case located in Los Angeles, California, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. EACH PARTY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO TRIAL BY JURY IN ANY PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE.

(h) Construction. As used in this Agreement, all terms used in the singular shall be deemed to include the plural, and vice versa, as the context may require. The words "hereof," "herein" and "hereunder" and other words of similar import refer to this Agreement as a whole, as the same may from time to time be amended or supplemented in accordance herewith, and not to any subdivision contained in this Agreement. The word "including" when used herein is not intended to be exclusive and means "including, without limitation." Any reference to a Person shall include that Person's successors and assigns or to any Person succeeding to that Person's functions. All references in this Agreement to "Sections" and "Exhibits" refer to the sections and exhibits of this Agreement. Where a date or time period is specified, it will be deemed inclusive of the last day in such period or the date specified, as the case may be. Words, obligations, representations, restrictions, rights, remedies or other matters connected by the word "or" are not exclusive of one another, unless expressly stated otherwise.

(i) Publicity. During the term of this Agreement and with Customer's prior written consent, Infersoft may include Customer's name and logo in its marketing materials and customer lists, including on its website. To the extent Customer provides standard trademark usage guidelines, Infersoft shall use Customer's name and logo in accordance with the guidelines. In addition, Customer will cooperate with Infersoft with respect to a mutually agreed joint press release.

(j) Relationship of the Parties. For all purposes under this Agreement, each Party will be and act as an independent contractor of the other and will not bind or attempt to bind the other to any contract, and nothing contained herein shall be deemed to constitute either Party as an employee, partner, joint venturer, or agent of the other Party. NOTWITHSTANDING ANY DUTY (INCLUDING ANY FIDUCIARY DUTY) THAT MAY OTHERWISE EXIST AT LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMITTED BY LAW, (I) NO PARTY SHALL HAVE A FIDUCIARY DUTY TO ANY PERSON BOUND BY THIS AGREEMENT, AND (II) THE SOLE DUTIES, IF ANY, OF EACH PARTY TO THIS AGREEMENT AND ITS RESPECTIVE AFFILIATES TO ANY PERSON BOUND BY THIS AGREEMENT SHALL BE LIMITED TO THE CONTRACTUAL DUTIES IMPOSED BY THIS AGREEMENT.

(k) Assignment. Neither Party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned, or delayed, except that either Party may assign this Agreement without consent of the other Party to its successor in interest pursuant to a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relate. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns. For clarity, the foregoing shall not restrict or otherwise limit Infersoft's ability to subcontract portions of the Infersoft Platform to its vendors, including its cloud hosting provider.

(l) Export Regulation. The Infersoft Platform utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Infersoft Platform or the underlying software or technology to, or make the Infersoft Platform or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Infersoft Platform or the underlying software or technology available outside the US.

(m) US Government Rights. Each of the Documentation and the software components that constitute the Infersoft Platform is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Customer is an agency of the US Government or any contractor therefor, Customer only receives those rights with respect to the Infersoft Platform and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

(n) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 8 or, in the additional case for Customer, Sections 2(b) would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

(o) Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

[*Exhibits Follow*]

EXHIBIT A

SERVICE LEVELS AND SUPPORT

Support

Infersoft will maintain a support center ("**Support Center**") staffed with personnel who possess the appropriate education, experience, skills and training required to resolve any ordinary course problems related to the use of the Infersoft Platform. The Support Center will be available to Customer eight (8) hours a day, five (5) days from Monday to Friday during Infersoft's normal business hours. Infersoft will receive and respond to reports of problems by email and telephone to your customer success representative.

Service Levels

As further described below, Infersoft will use commercially reasonable efforts to provide Customer with 99% availability to the Infersoft Platform (the "**Platform Availability**").

If the Infersoft Platform becomes substantially unavailable to Customer due to defects with the Infersoft Platform, Infersoft will respond to Customer (i) within eight (8) hours from Customer's notification to Infersoft of such unavailability, if during Infersoft's normal business hours, or (ii) within eight (8) hours of the start of the next business day, if outside of normal business hours. The Platform Availability will be measured on a monthly basis, with all hours weighted equally, but the Platform Availability measurement will exclude reasonable scheduled downtime for system maintenance as well as any downtime or performance issues resulting from third party connections, services or utilities or other reason beyond Infersoft's control (including force majeure events described in Section 13(c) of the Agreement), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within Infersoft's possession or reasonable control, and denial of service attacks).

If the Infersoft Platform is unavailable to Customer due to defects with the Infersoft Platform beyond the Platform Availability metric, then, as Customer's sole and exclusive remedy (and Infersoft's sole liability), Infersoft will provide Customer a credit for the subsequent Infersoft Platform billing cycle as follows:

Availability	**Credit** **(calculated as a percentage of monthly fees)**
97% – 99%	5%
90% - 97%	10%
< 90%	20%

In order to receive downtime credit, Customer must notify Infersoft support within seventy-two (72) hours of discovering the outage, and failure to provide such notice will forfeit the right to receive downtime credit. All credits provided hereunder are nonrefundable. If Customer elects not to renew the Agreement, such that the above credit cannot be applied, Customer will have the option to receive up to one free month of Infersoft Platform as its sole remedy in lieu of such credit.

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EXHIBIT B

INFORMATION SECURITY POLICY

A. Definitions. For the purposes of this Exhibit B, the terms below have the following meanings whenever capitalized:

1. "**Infersoft Systems**" means the information technology systems and devices that store, process, and/or transmit Customer Data and which are controlled by Infersoft, including, to the extent controlled by Infersoft, the Infersoft Platform; and

2. "**Subcontractor**" means any independent contractor, service provider, or other non-employee agent of Infersoft, including, as applicable, an Affiliate of Infersoft.

B. Security Program. Infersoft shall create, implement, and, throughout the Term and for so long thereafter as Infersoft retains any Customer Data, maintain an information security program (the "**Program**") that includes commercially reasonable administrative, technical, and physical safeguards designed to protect the confidentiality and security of Customer Data. Infersoft shall also periodically review and update the Program, paying attention to developments in technology and industry standard practices. At a minimum, Infersoft's Program shall include:

1. User authentication controls, including restricting access to authorized users;

2. Strong encryption technology for endpoints on Infersoft Systems managing Customer Data;

3. Network security practices in accordance with prevailing industry standards; and

4. Commercially reasonable password complexity standards that align with prevailing industry standards.

C. Access Control.

1. Rights to use and access Infersoft Systems shall be determined based on each user's access privileges. Access privileges shall be granted on the basis of specific business need (*i.e.* a "need to know" basis) and restricted to only those personnel who reasonably require such access to perform their job functions as determined by Infersoft management.

D. System Monitoring and Protection.

1. Infersoft shall regularly monitor Infersoft Systems and proactively resolve customer impacting incidents.

2. All computers and other endpoints storing or processing Customer Data shall be patched and running operating systems and applications that are supported by the applicable provider of such operating systems and/or applications.

E. Personnel and Service Providers.

1. Infersoft shall exercise commercially reasonable supervision over its employees and Subcontractors in a manner designed to maintain confidentiality and security of Customer Data.

2. Prior to engaging any third-party service provider who may receive Customer Data, Infersoft shall take commercially reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures designed to protect the Customer Data.

3. Infersoft shall terminate an individual's access to Infersoft Systems as soon as reasonably practicable after such individual is no longer employed or engaged by Infersoft. Terminated personnel are required to surrender all keys, IDs, access codes, badges, business cards and the like that permit access to Infersoft's premises and/or Infersoft Systems.

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