MASTER LICENSE AGREEMENT

This MASTER LICENSE AGREEMENT ("Agreement") is by and between Envisage Technologies, LLC, with offices at 101 W. Kirkwood Ave., Suite 200, Bloomington, IN 47404 ("Contractor") and the entity identified within the applicable Order Form ("Client") (collectively, the "Parties").

This Agreement was last updated: April 5, 2024

1   **Definitions**. As used in this Agreement:

1.1   "Acceptance" shall mean the satisfactory delivery of licenses and/or services from Contractor to Client, as specified in an Order Form.

1.2   "Authorized Users" shall mean the individual persons authorized by Client to use the Licensed Software Program pursuant to the license granted under this Agreement.

1.3   "CI" shall mean Continuous Innovation, an annual subscription to tiered capacity of the Contractor's development team for enhanced, tailored software utilization, and related services.

1.4   "Confidential Information" shall mean the Licensed Software Programs, Documentation, and any information relating to either Party's business, operations or activities, including without limitation, information concerning either Party's present or proposed products, product developments, plans, strategies, personnel, business goals, finances, know how, sales, clients, and techniques.

1.5   "Documentation" shall mean any written and descriptive materials and all other user guides, operating manuals, release notes, specifications, system operation materials and other similar documents, whether in print or machine-readable media, provided by Contractor to Client.

1.6   "Effective Date" shall mean the beginning of the term for licenses and/or services, and shall be set as the date the last signature is affixed to the initial Order Form, unless otherwise denoted therein.

1.7   "Intellectual Property Rights" shall mean any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

1.8   "License Fee" shall mean the consideration payable by Client to Contractor for the access to the Licensed Software Program(s) contemplated herein, as set forth in Order Form(s) issued hereunder.

1.9   "Licensed Software Program(s)" shall mean the modules of the Acadis® Readiness Suite, as identified in any Order Form issued hereunder and inclusive of any applicable premium(s) thereon for sandbox environment(s) or FedRAMP support, which are being licensed by Contractor to Client pursuant to this Agreement.

1.10   [Omitted]

1.11   "Order Form" shall mean any written instrument(s), either duly executed by both Parties or mutually acknowledged through offer and acceptance, which sets forth the Contractor's provision of licenses or services to Client, including without limitation any period of performance or payment obligations.

1.12   "Person Records" shall mean the number of individuals being tracked within Client's instance of the Licensed Software Programs.

1.13   "Person Record Ceiling" shall mean the total number of Person Records allowable under the Licensed Software Program as stated in the respective Order Form. Person Records which have been flagged as "Inactive" within the Licensed Software Program shall not count against the Person Record Ceiling.

1.14   "Premiere Support" shall mean an annual subscription to tiered capacity of the Contractor's project management and/or customer care team(s) for Client-guided implementation, training, troubleshooting, and project support.

1.15 "Proprietary Material" shall mean the Licensed Software Programs, the Documentation, and all parts, copies and modifications thereof, and any other information relating thereto, in whatever form, received by the Client from the Contractor. Proprietary Material does not include information or data which is rightfully in the Client's possession prior to its receipt from the Contractor without any obligation of confidentiality or which without any fault of the Client is or becomes available in the public domain.

1.16 "Rate Escalations" shall mean, with respect to a Renewal Term, an automatic increase in Subscription Fees from the previous term.

1.17 "Specifications" shall mean the Documentation and any additional technical or performance criteria set forth in any Order Form or subsequently agreed to in writing by the Parties.

1.18 "Software Maintenance Program" shall mean standard maintenance and bug-fix services for the Licensed Software Programs made broadly available to Contractor's clients (including Client), and is an included component of any software-as-a-service subscription.

1.19 "Source Code" shall mean the human-readable form of the computer programming code for the Licensed Software Programs and any and all related system Documentation including, without limitation, technical design documents, all comments and any procedural code such as job control language.

1.20 "Statement of Work" shall mean the written document containing Contractor's description of professional services to be performed hereunder, which may include, without limitation, task and/or payment timelines.

1.21 "Subscription Fees" shall mean any recurring consideration payable by Client to Contractor detailed within an Order Form, including without limitation those relating to Licensed Software Program(s), CI, or Premium Support.

2 **Grant of Licenses**.

2.1 Software Programs and Documentation. Contractor grants to Client a revocable, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Software Programs and Documentation described in the Order Form and further subject to the restrictions set forth in this Agreement.

2.2 Client Data. Client hereby grants to Contractor a non-exclusive, non-transferable, royalty-free license to store, edit, modify, adapt, translate, exhibit, publish, reproduce, copy, display, or otherwise use Client's data for the sole purpose of performing Contractor's obligations under this Agreement. All right, title and interest in and to Client data shall be owned exclusively by Client. This Section shall not apply to De-Identified Data.

2.3 De-Identified Data. De-Identified Data shall be defined as Client Data, including derivatives thereof, that have been aggregated, scrubbed, hashed, obscured or otherwise processed so that such data or information is not capable of being re-associated with or identifying Client or any individual, account, device or organization. De-Identified Data may be used by the Contractor for any lawful purpose, including, but not limited to, development, research, and improvement of educational sites, services, or applications, and to demonstrate the market effectiveness of the Services. Contractor's use of such De-Identified Data shall survive termination of this Agreement or any request by a Client to return or destroy Client Data. Contractor agrees not to attempt to re-identify De-identified Data and not to transfer De-identified Data to any party unless that party agrees in writing not to attempt re-identification.

2.4 Collection and Use of Information. Client acknowledges that Contractor may, directly or indirectly through the services of third parties, collect and store information regarding use of the Licensed Software Programs and about equipment on which the Licensed Software Programs are installed or through which they otherwise are accessed and used. Client agrees that the Contractor may use such information related to any use of the Licensed Software Programs by Client or on Client's equipment, for purposes of assessing and/or improving the performance of the Licensed Software Programs, developing Updates, or verifying Client's compliance with the terms of this Agreement and enforcing the Contractor's rights, including all Intellectual Property Rights.

2.5 Delivery. Contractor shall deliver, install and implement the Licensed Software Programs in accordance with all Order Form(s) issued hereunder.

2.6 Discontinued Features. Contractor reserves the right to change or discontinue individual features within the Licensed Software Programs upon prior written notice. To the extent any such changes result in a material reduction of overall functionality without a comparable replacement, Contractor will refund Client a pro-rata portion of all prepaid fees associated with the discontinued subscription services for which no comparable replacement was provided.

2.7 Third-Party Services. The Licensed Software Programs may include integrations with web services made available by third parties that are accessed through the Licensed Software Programs and subject to terms and conditions with those third parties. These third-party web services are not part of the Licensed Software Programs and this Agreement does not apply to them.

3 **Price and Payment Terms.**

3.1 Fees. Upon Acceptance or renewal of any product or service hereunder, Client shall pay Contractor the respective fee(s) as set forth in any Order Form; except where otherwise indicated, fees shall be in US Dollars and are non-refundable. Specifically, but without limiting the foregoing, Subscription Fees are based on the capacity designated in the Order Form; excess or unused capacity may neither be rolled over nor refunded in any way. For purposes of clarification, it is noted that the Acadis Readiness Suite (including all associated individually sold modules, CI and Premier Support are all Subscriptions and invoiced as Subscription Fees.

3.2 Invoices. Contractor shall submit invoices to Client at the address set forth above, and Client shall pay each undisputed invoice within thirty (30) days of the date of the invoice. Client may issue a purchase order if required by Client's entity and failure to do so does not cancel any obligation Client has to Contractor. If Client does issue a purchase order – whether issued (i) before or after the Effective Date or (ii) in connection with the Initial Term or any Renewal Term of this Agreement – it will be for Client's convenience only. Client agrees that the terms and conditions of this Agreement shall control in all events. No different or additional terms or conditions contained in or linked from any purchase order or other instrument issued by Client and purporting to govern Client's use of the Licensed Software Programs will be binding on the Parties, even if signed and returned, unless the Parties expressly agree in a writing, separate from such purchase order, to be bound by such terms and conditions. Subscription Fees for each Renewal Term shall be billed thirty (30) days in advance of the applicable service expiration date.

3.3 Acceptance Criteria. Unless otherwise provided in an Order Form: (i) Acceptance shall be attained for Licensed Software Programs, CI, and/or Premium Support when it becomes possible for an Authorized User to log into the Licensed Software Programs; and (ii) Acceptance for professional services shall be attained incrementally at monthly intervals based on the hours and tasks completed. Firm fixed price professional services, if any, must be consumed by Client within the timeframe in the applicable Statement of Work, or are otherwise forfeited and deemed accepted in their entirety for purposes herein.

3.4 Taxes. Unless otherwise provided in an Order Form, Client warrants that it is exempt from payment of all federal, state, and local taxes on its purchases. Upon request, Client shall promptly provide Contractor with a valid and current copy of any tax exemption certificates. Rate Escalations. Fees, both during the Initial Term, as well as any Renewal Terms, shall be increased by 5% per contract year.

3.5 Travel Reimbursement. Unless otherwise indicated in an Order Form, fees are not inclusive of travel costs. All travel authorized by Client shall be reimbursed at cost to Contractor, and, if applicable, shall be compliant with Federal Travel Regulations. Travel costs commence at the moment Contractor personnel leave its facility, and cease upon return thereto.

3.6 Late Payment. If Client fails to make any payment when due then, in addition to all other remedies that may be available to Contractor: Contractor may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; Client shall reimburse Contractor for all costs incurred by Contractor in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs and collection agency fees; and if such failure continues for 60 days following written notice thereof, Contractor may: (i) disable Client's use of the Licensed Software Programs (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate this Agreement.

4. Term and Termination.

4.1 <u>Term.</u> The term of this Agreement will start on the Effective Date, and will remain in full force and effect for ninety (90) days after the termination or expiration of all Order Forms. Upon expiration or early termination of any Order Form or this Agreement, as applicable, Your license to the Services shall automatically terminate, You shall immediately discontinue all use of the Services and documentation, and You acknowledge that We will terminate Your ability to access the Services. Notwithstanding any provision to the contrary, access to the Services may remain active for an additional thirty (30) days past termination of any license solely for the purpose of our record keeping.

4.2 <u>Termination</u>. This Agreement may be terminated prior to the expiration of the current term upon any of the following:

    4.2.1   by Contractor, effective on written notice to Client, if Client fails to pay any amount when due under this Agreement, where such failure continues more than sixty (60) days after Contractor's delivery of written notice thereof ("Payment Failure")

    4.2.2   by Contractor, immediately on written notice to Client if any six (6) or more Payment Failures occur in any two-year period; by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach;

    4.2.3   by Client, effective immediately, if the Contractor: (i) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any
        domestic or foreign bankruptcy or insolvency Law; (ii) makes or seeks to make a general assignment for the benefit of its creditors; or (iii) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property; or

    4.2.4   by mutual agreement of the Parties.

4.3 <u>Effect of Termination or Expiration</u>. On the expiration or earlier termination of the Order Form or this Agreement all rights, licenses and authorizations granted to Client hereunder will immediately terminate and Client shall: (i) immediately cease all use of and other activities with respect to the Licensed Software and Documentation; (ii) within thirty (30) days deliver to Contractor, or at Contractor's written request destroy, and permanently erase from all devices and systems Client directly or indirectly controls, the Licensed Software, the Documentation and the Contractor's Confidential Information, including all documents, files and tangible materials (and any partial and complete copies) containing, reflecting, incorporating or based on any of the foregoing, whether or not modified or merged into other materials; and (iii) certify to Contractor in a signed written instrument that it has complied with the requirements of this section. All amounts payable by Client to Contractor of any kind under this Agreement are immediately payable and due no later than thirty (30) days the effective date of the expiration or termination of this Agreement. Upon satisfaction of all undisputed invoices and obligations herein, Contractor shall export Client's data in an industry-standard format and shall make such data available to Client for thirty (30) days; thereafter, Contractor shall destroy Client data except to the extent a copy thereof may be necessary to comply with legal requirements. Any additional transition services requested by Client shall be invoiced at Contractor's then-current commercial labor rates.

4.4 <u>Survival</u>. Any right, obligation or provision under the Order Form or this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.

5   **Use Restrictions.**

5.1 <u>Acknowledgement of Ownership</u>. Acadis is a commercial-off-the-shelf (COTS) software product developed by, and the sole intellectual property of, Contractor. The Contractor shall retain all title, copyright, patent and other proprietary rights to all Proprietary Material and to all copies thereof. Any enhancements, modifications, improvements, derivations, extensions, links or other changes ("Changes") to the Licensed Software Programs and Documentation, whether made by or shared with the Client, including without limitation those Changes made through the use of CI or Premier Support, will be the exclusive property of Contractor and shall be subject to the terms and conditions of this Agreement. The Parties agree that, for purposes of this Agreement, the Licensed Software Programs shall be construed as "restricted computer software" as such term is defined in FAR 52.227-14.

5.2 <u>Person Record Ceiling.</u> Fees for the Licensed Software Programs are based on the Person Record Ceiling. Client warrants that the Person Record Ceiling is an accurate estimate as of the Effective Date, and agrees to inform Contractor of any anticipated or actual increase to the number of Person Records in excess of the Person Record Ceiling. The Client understands that the Licensed Software Programs will not restrict the number of Person

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Records, and that exceeding the Person Record Ceiling shall be subject to additional fees at Contractor's then-current commercial rates. Notwithstanding any other provision to the contrary, the Client agrees that Fees for the Person Record Ceiling established at the beginning of the Term shall under no circumstance be reduced without the written consent of the Contractor.

    5.3   <u>Prohibited Activities</u>. Neither Client nor its Authorized Users shall:

        5.3.1   use the Licensed Software Programs for the benefit of unaffiliated third;

        5.3.2   decompile, disassemble or otherwise reverse engineer any portion of the Licensed Software Programs;

        5.3.3   modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software Programs or Documentation or any part thereof;

        5.3.4   bypass or breach any security device or protection used for or contained in the Licensed Software Programs or Documentation;

        5.3.5   directly or indirectly use (including make any copies of) the Licensed Software Programs or Documentation beyond the scope of the license granted, rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Licensed Software Programs, or any features or functionality thereof, to any third party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service; or

        5.3.6   use the Licensed Software Programs or Documentation in violation of any law, regulation or rule;

        5.3.7   violate any system security policy published by Contractor throughout the Term of this Agreement; or

        5.3.8   abuse or permit waste of the Licensed Software Program infrastructure, including without limitation using more than one (1) terabyte of total disk storage on Contract-provided web servers (inclusive of sandbox and/or backup site(s)), or averaging more than 20GB of outbound data transfer per Authorized User.

    5.4   <u>Responsibility for Use of Software</u>. Client is responsible and liable for all uses of the Licensed Software Programs and Documentation through access thereto provided by Client, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Client is responsible and liable for all actions and failures to take required actions with respect to the Licensed Software Programs and Documentation by its Authorized Users or by any other person to whom Client or an Authorized User may provide access to or use of the Licensed Software Programs and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

6   **License Audit.**

    6.1   <u>Audit Procedure</u>. Contractor or its nominee (including its accountants and auditors) may, in Contractor's sole discretion, inspect and audit Client's use of the Licensed Software Programs under this Agreement at any time during the Term and for three years following the termination or earlier expiration of this Agreement. During the audit, Client may be required conduct a review of its and its Authorized Users use the Licensed Software Programs and certify to Contractor in a written instrument signed by an officer of Client whether it is in full compliance with this Agreement. Such audit may also be based, in whole or in part, on periodic reports that Contractor exports from the Licensed Software Programs. All audits shall be conducted in a manner that does not unreasonably interfere with Client's business operations.

    6.2   <u>Cost and Results of Audit</u>. If the audit determines that Client's use of the Licensed Software Programs exceeded the usage permitted by this Agreement by more than five percent (5%), Client shall: (i) reimburse the Contractor the reasonable costs of the Audit; (ii) remedy such noncompliance and provide Contractor with written notice thereof, and (iii) pay to Contractor all amounts due for such excess use of the Licensed Software Programs. Client

shall make all payments required under this section within thirty (30) days of the date of written notification of the audit results.

6.3 <u>Additional Remedies</u>. If the use exceeds or exceeded the use permitted by this Agreement by more than five percent (5%), Contractor shall also have the right and option to (i) terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Client, or (ii) charge additional fees in accordance with Section 5.2. Contractor's remedies set forth in this section are cumulative and are in addition to, and not in lieu of, all other remedies the Contractor may have at law or in equity, whether under this Agreement or otherwise.

7 **Confidentiality and Security Breach Disclosures**.

7.1 <u>Nondisclosure</u>. Except as otherwise provided herein and to the extent permitted by law, each Party agrees that it shall not use or disclose to any third Party any Confidential Information of the other Party. Each Party shall instruct its personnel to keep such information confidential by using the same care and discretion, but not less than a reasonable degree of care and discretion that it uses for its own Confidential Information. Client further agrees to take reasonable steps to ensure that any program or materials relative to the operation of the Licensed Software Programs, including but not limited to, flow charts and logic diagrams, in any form are not provided or otherwise made available to any parties other than authorized users without prior written consent from Contractor. These obligations shall not apply to any information which is (a) published or otherwise becomes available to the general public through no fault of the receiving Party; (b) has been furnished or made known by a third Party without breach by that third Party of any obligation to the disclosing Party; (c) was in the receiving Party's possession without proprietary restrictions prior to the date of disclosure; (d) the receiving Party establishes that it was developed independent of the Confidential Information; or (e) required to be disclosed by applicable law. For purposes of this section, the "disclosing Party" means the Party which owns the Confidential Information and the "receiving Party" means the Party to which the Confidential Information is disclosed.

7.2 <u>Injunctive Relief</u>. In the event of any unauthorized disclosure of Confidential Information by a receiving Party, the disclosing Party may elect to immediately terminate this Agreement upon written notice to the receiving Party. Each Party acknowledges that monetary damages may not be a sufficient remedy or protection for the aggrieved Party, and the aggrieved Party shall be entitled to injunctive or other equitable relief as may be deemed proper or necessary by a court of competent jurisdiction.

7.3 <u>Notice of Security Breach</u>. In the event of a security breach, Contractor warrants that critical information will be timely shared with Client to the extent that such information does not compromise the investigation, conflict with an instruction from a law enforcement agency, or violate applicable laws, rules, or regulations. Client warrants that it will immediately (within 24 hours) report to Contractor any suspected or confirmed security breaches that directly or indirectly impact the Licensed Software Programs or the records contained therein. Contractor retains the right to provide notice of security breaches as necessary to comply with applicable privacy laws and regulations, and – except where such breach is solely caused by the actions, errors, or omissions of Contractor – Client shall be responsible for all reasonable costs of notifying the Client's employees, Authorized Users, or other individuals contained in its Person Records of a security breach.

7.4 <u>Disaster Recovery and Security Policies</u>. Contractor's disaster recovery and security policies are governed by an internal document that the Contractor may amend at any time in its discretion. Copies of the current versions of these policies may be made available to Client as Contractor's Confidential Information upon written request.

8 **Representations and Warranties.**

8.1 <u>Collaborative Effort; Tolling</u>. Each Party shall make available qualified personnel and resources as are reasonably necessary to properly and timely perform the obligations under this Agreement. The Parties acknowledge that Contractor's Agile development methodology requires an integrated project team with a high level of communication and interaction between Client and Contractor personnel. If Client fails to provide the requisite project support, or fails to provide such in a timely manner, Contractor shall be granted a nonexclusive remedy to extend the applicable delivery dates by a duration corresponding to the delay caused by Client. Where data migration is required from an existing system to the Licensed Software Programs, Client represents and warrants that its personnel have administrative access to the requisite data sources and can provide extracts of existing data in industry standard formats; except where explicitly agreed in an Order Form, the Parties acknowledge and agree that all data extraction, data cleansing, and the import of extracted data will be done by Client personnel.

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8.2   Software Maintenance and Help Desk. During the Term, Contractor agrees to provide to Client all available maintenance and bug-fix services for the Licensed Software Programs (the "Software Maintenance Program"). Notwithstanding the ability of Contractor to establish standard maintenance policies, Contractor's Software Maintenance Program services shall include, at a minimum, reasonable problem correction times, and escalation procedures based upon the criticality or severity of the problem. Contractor's Help Desk shall be available to Client between 8:30 A.M.-8:00 P.M. Eastern Time, except on weekends and holidays (i.e., New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following day, Christmas Eve, Christmas Day), with on-call after-hour support team available for priority emergency fixes.

8.3   Intellectual Property. Contractor represents and warrants that it has the right to grant a license to the Licensed Software Programs free and clear of any liens and encumbrances. Contractor further represents and warrants to Client that Contractor owns the Licensed Software Program, including all associated intellectual property rights, or otherwise has the right to grant Client the right and License provided in this Agreement, and that neither the Licensed Software Programs nor the Documentation infringe any valid United States patents, copyrights, trademarks, or other proprietary rights of any third parties.

8.4   Specifications. Contractor represents that, during the subscription term for the Licensed Software Program, it shall operate in substantial conformance with the Specifications, will substantially contain the functionality described in the Documentation, and when properly installed on a computer meeting the specifications set forth in, and operated in accordance with, the Documentation, shall substantially perform in accordance therewith.

8.5   Service Levels. For purposes of this section, the Licensed Software Programs shall be deemed unavailable for determining service level compliance only if the Licensed Software Programs are unusable, for example, as a result of a severe degradation of response time. The Contractor will make the software available continuously, as measured over the course of each calendar month, an average of 99.5% of the time, excluding unavailability as a result of planned maintenance, unplanned emergency maintenance, and events outside the Contractor's control ("Service Level Guarantee").

8.6   No Disabling Devices or Viruses. Contractor has taken, and will continue to take, reasonable steps to test the Licensed Software Programs for programming devices (e.g., viruses, "worms," backdoors, etc.) that would (a) disrupt the use of the Licensed Software Programs or any system, device or Client software to which the Licensed Software Programs is interfaced or other computer equipment with which such equipment communicates; (b) destroy or damage data or make data inaccessible or delayed, except for file and purge routines necessary to the routine functioning of the Licensed Software Programs; or (c) permit Contractor personnel, agents or subcontractors access to any portion of the Licensed Software Programs other than as necessary to carry out the terms of this Agreement. To the best of Contractor's knowledge, no such devices are present in the Licensed Software Programs as delivered to Client. Contractor agrees to use reasonable programming practices and security procedures to avoid insertion of such devices and to scan for viruses before sending any media containing programming code to Client. Furthermore, Contractor agrees not use any such programming devices or other measures to interfere with the Client's use of the Licensed Software Programs.

8.7   Compliance with Standards and Laws. Contractor represents and warrants that the Licensed Software Programs will at all times during the term of this Agreement comply with any applicable industry standards and applicable federal, state and local laws and regulations.

8.8   Workmanlike Fashion.   Contractor represents and warrants that all services shall be performed by qualified personnel in good and workmanlike fashion.

8.9   Documentation. Contractor represents and warrants that the Documentation is and shall at all times during the term of this Agreement remain substantially complete and current with the current version of the Licensed Software Program.

8.10   Disclaimer of Other Warranties. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 8, THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION ARE PROVIDED TO CLIENT "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, CONTRACTOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE CONTRACTORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE LICENSED SOFTWARE PROGRAMS AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE

CONTRACTOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE CLIENT'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

8.11 Voiding of Warranty. If the breach of any warranty set forth by Contractor in this Article 8 is caused through any action, error, or omission of Client, any Authorized User, or any other person provided access to the Licensed Software Programs by Client or any Authorized User, such warranty shall not apply and shall be considered null and void.

9   **Limitations and Disclaimers**.

9.1 **EXCEPT FOR CLAIMS RELATED TO VIOLATION OF INTELLECTUAL PROPERTY RIGHTS, GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, ANY AFFILIATE, THIRD-PARTY, OR CLIENT'S NAMED USERS, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS), ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, AND (B) IF CLIENT HAS ANY BASIS FOR RECOVERING DAMAGES (INCLUDING FOR BREACH OF THIS AGREEMENT), CLIENT AGREES THAT ITS EXCLUSIVE REMEDY WILL BE TO RECOVER DIRECT DAMAGES FROM CONTRACTOR, UP TO AN AMOUNT EQUAL TO THE TOTAL FEES ALREADY PAID TO CONTRACTOR FOR THE PRECEDING TWELVE (12) MONTHS.**

9.1.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO CLIENT, ANY AFFILIATE, ANY THIRD PARTY OR CLIENT'S NAMED USERS FOR ANY CLAIM, CAUSE OF ACTION, DEMAND, LIABILITY, DAMAGES, AWARDS, FINES, OR OTHERWISE, ARISING OUT OF OR RELATING TO PERSONAL INJURY, DEATH, OR OTHER HARM CAUSED FROM USE OF OR RELIANCE ON THE SERVICES. CLIENT, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, AGENTS, USERS, AND REPRESENTATIVES RELY ON THE SERVICES AT THEIR OWN RISK. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES SO, SOLELY TO THE EXTENT SUCH LAW APPLIES TO CLIENT, THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO CLIENT.

9.2 Disclaimer on Additional Costs. IN NO EVENT WILL CONTRACTOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE CONTRACTORS OR SERVICE PROVIDERS, BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY COSTS ASSOCIATED WITH BACKGROUND CHECKS ON CONTRACTOR PERSONNEL WHICH ARE ADDITIONAL TO CONTRACTOR'S STANDARD HIRING AND BACKGROUND CHECK PROCEDURES.

10   **Miscellaneous**.

10.1 Independent Contractor. Contractor is an independent contractor and nothing in this Agreement shall be deemed to make Contractor an agent, employee or joint venturer of Client. Contractor shall not be entitled to any benefits that Client provides for its own employees, including, without limitation, worker's compensation and unemployment insurance. Contractor shall be solely and entirely responsible for Contractor's acts and the acts of Contractor's employees, agents and subcontractors.

10.2 Interpretation. The headings in this Agreement are for the convenience of the Parties only, and shall not affect the interpretation of this Agreement. Unless the context otherwise clearly indicates, words used in the singular include the plural, the plural includes the singular.

10.3 Notice. All required notices by either Party shall be given by email, personal delivery (including reputable courier service), fees prepaid, or by sending the notice by registered or certified mail return receipt requested, postage prepaid, and addressed as set forth in the applicable Order Form(s). Such notices shall be deemed to have been given and delivered upon receipt or attempted delivery (if receipt is refused), as the case may be, and the date of receipt identified by the applicable postal service on any return receipt card shall be conclusive evidence of receipt. Notices and other communications sent by e-mail shall be deemed received upon the sender's receipt of an acknowledgment from the recipient (such as by the "return receipt requested" function, as available, return e-mail

or other written acknowledgment). Either Party, by written notice to the other as described above, may alter its address for written notices.

10.4 Non-Recruitment and Non-Solicitation of Employees. Client and Contractor recognize and acknowledge that employees who are engaged in computer-related activities possess special, unique and extraordinary technical talents which are in great demand in the present economy and further recognize and acknowledge that each Party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, both Parties agree not to recruit or employ, either directly or indirectly, a present employee of the other Party during the term of this Agreement and one (1) year after without the other Party's prior written consent.

10.5 Force Majeure. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, except for any payment obligation, to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "Force Majeure Event"), including acts of God, flood, fire, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, subcontractor difficulties, problems with telecommunications providers, passage of Law or any action taken by a governmental or public authority, including imposing an export or import restriction, quota or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either Party may terminate this Agreement if a Force Majeure Event affecting the other Party continues substantially uninterrupted for a period of 60 days or more.

10.6 Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

10.7 Amendment. No provision of this Agreement may be modified except by a written document signed by a duly authorized representative of the Parties.

10.8 Assignment. No right or duty in whole or in part of the Contractor under this contract may be assigned or delegated without the prior written consent of the other Party. Notwithstanding the foregoing, Contractor may freely assign or transfer any or all of its rights without Client's consent to an affiliate, or in connection with a merger, acquisition, corporate reorganization, sale of all or substantially all of its assets, or similar change of control transaction.

10.9 Waiver. No provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach of the other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any different or subsequent breach.

10.10 Binding Effect. This Agreement shall be binding upon and inure to the benefit of Contractor and Client and their respective legal representatives, successors and authorized assigns.

10.11 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement. Counterparts. This Agreement (inclusive of any Order Form) may be executed simultaneously in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Severability. If any provisions of this Agreement shall be prohibited or unenforceable by any applicable law, the provision shall be ineffective only to the extent and for the duration of the prohibition of unenforceability, without invalidating any of the remaining provisions.

10.12 Remedies. The rights and remedies provided herein shall be cumulative and in addition to any other remedies available at law and in equity.

10.13 Applicable Law and Compliance. This contract shall be governed under the laws of the State of Delaware without giving effect to any choice of law provision or rule. EACH PARTY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION ARISING HEREUNDER.

10.14 Export Regulation. The Licensed Software Programs and Documentation may be subject to US export control

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laws, including the US Export Administration Act and its associated regulations. The Client shall not, directly or indirectly, export, re-export or release the Licensed Software Programs or Documentation to, or make the Licensed Software Programs or Documentation accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. The Client 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 Licensed Software Programs or Documentation available outside the US.

10.15 Government Rights. The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Client is the US Government or any contractor therefor, Client shall receive only those rights with respect to the Licensed Software Programs and Documentation as are granted to all other end users under license, 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 licensees and their contractors.

10.16. Nondiscrimination. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.17 Order of Precedence. The Statement of Work and any other Order Form(s) are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency among the individual components of this Agreement, such conflict or inconsistency shall be resolved by observing the following order of precedence (from highest to lowest, and where applicable) this Agreement, Order Form(s); Contractor's proposal to Client solicitation; Client's solicitation.

10.18 Updated Terms and Conditions. Contractor may modify its terms and conditions at any time by posting a revised version on its website (www.acadis.com/mla/) or otherwise providing notice to Customer. Such terms shall become effective and binding between the Parties upon commencement of any Renewal Term thereafter.