

Master Customer Agreement

This Master Customer Agreement is entered into between Company (as defined below) and Customer (as defined below). Company and Customer may each be referred to as a **"Party"** and together as the **"Parties"**.

"Company" means the Altus Group entity identified in the applicable Order Form (as defined below) governed by the Agreement (as defined below) or, if such Order Form does not specify the Altus Group entity, ARGUS Software, Inc.

BY ACCEPTING THIS MASTER CUSTOMER AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, EXECUTING AN ORDER FORM OR OTHER DOCUMENT THAT REFERENCES THESE TERMS AND CONDITIONS, USING (OR MAKING ANY PAYMENT FOR) ANY PRODUCTS (DEFINED BELOW), ENGAGING COMPANY TO PROVIDE PROFESSIONAL SERVICES, OR OTHERWISE AFFIRMATIVELY INDICATING YOUR ACCEPTANCE OF THE AGREEMENT, YOU: (A) AGREE TO THE TERMS OF THE AGREEMENT ON BEHALF OF THE ORGANIZATION, COMPANY, OR OTHER LEGAL ENTITY FOR WHICH YOU ACT (**"CUSTOMER"**); AND (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND CUSTOMER AND ITS AFFILIATES (AS DEFINED BELOW) TO THE AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE AGREEMENT, YOU MUST NOT ACCEPT THE AGREEMENT AND MAY NOT USE ANY PRODUCTS OR RECEIVE ANY PROFESSIONAL SERVICES.

1 Introduction

1.1 Terms and Conditions. This Master Customer Agreement (**"MCA"**) sets forth the terms and conditions on which Company may make available to Customer the software, software-as-a-service, data and analytics, and other digital products (collectively, **"Products"**) or provides professional, support, and other services, including valuation and appraisal services, (collectively, **"Professional Services"**), each as expressly identified in a quote, order form, renewal notice, statement of work, or other ordering document, which includes any addenda, attachments, and documents referenced or linked in therein, that is signed by Customer and accepted by Company (each, an **"Order Form"**). Products and Professional Services provided under an Order Form are collectively referred to as the **"Services"**. This MCA along with any applicable Order Forms are collectively referred to as the **"Agreement"**.

2 Provision and Use of Services

2.1 Provision of Services. Company or its Affiliates (as defined herein) will provide the Services in accordance with the terms of the Agreement. Customer will use the Services in accordance with the terms of the Agreement and solely for its own internal business purposes. Customer is solely responsible for determining whether the Services meet Customer's technical, business, or regulatory requirements. **"Affiliate"** means any corporation, partnership, or other entity: (i) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (ii) if a partnership, as to which a Party or another Affiliate is a general partner; or (iii) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations.

2.2 Deliverables. Company will provide its recommendations, reports, work product, or other deliverables in connection with the Professional Services, including valuation and appraisal services (collectively, **"Professional Service Deliverables"**), and any data, information, reports, Documentation (as defined in Section 3.2), or the data generated by any Product and other outputs of any Product (collectively, **"Product Deliverables"**) in accordance with the Agreement. Professional Service Deliverables and Product Deliverables are collectively referred to as **"Deliverables"**. Company does not provide legal, tax, or accounting advice and Company makes no representations or warranties regarding questions of legal, tax, or accounting interpretation.

2.3 Accuracy and Completeness of Customer Data. The ability to provide the Services or the quality of Deliverables depend upon the availability, accuracy and completeness of Customer Data (as defined in Section 5.1), including, where required, providing Company access to personnel, facilities, and equipment necessary for the provision of the Services. Company will be entitled to rely upon the accuracy and completeness of Customer Data without any independent investigation or verification and Company will have no liability with respect to any claim related to inaccurate or incomplete Customer Data, or Customer

Data that Customer does not have the right to provide to Company (collectively, **"Inaccurate Data"**). Customer acknowledges that its provision of Inaccurate Data may cause errors in Deliverables and Customer accepts sole responsibility for any errors in Deliverables resulting from Inaccurate Data.

2.4 Affiliates and Subcontractors. Company may engage its Affiliates or third-party subcontractors to perform the Services and remains responsible for such Affiliates or subcontractors. Company may disclose Customer Data to such Affiliates or subcontractors but only on a need-to-know basis and only where such Affiliates and subcontractors are under confidentiality obligations consistent with the Agreement.

2.5 No Reliance. All Deliverables will be solely for Customer's own internal business purposes. Company will have no liability with respect to any third-party reliance on Deliverables. The Services: (i) are not intended to be used as the sole basis for any decision; (ii) are not intended or designed to be used in a residential real estate context; (iii) may be based upon data which is provided by third parties, the accuracy or completeness of which it would not be possible or economically viable for Company to guarantee; (iv) involve models and techniques based on statistical analysis, predictive behavior and probability, all of which depend on the set of data on which the models are trained, and models of this nature have both known and potentially unknown types of error tendencies; and (v) are not intended to provide or replace independent professional financial or legal advice.

2.6 Use Restrictions. Except as otherwise provided in an Order Form, Customer and its users who are authorized by the Parties to access or use the Services or Deliverables (through a seat license or other applicable access rights) (**"Authorized Users"**) will not, and will not permit or authorize Customer Affiliates or any third parties to, do any of the following: (i) rent, lease, license, distribute, transfer, or otherwise permit Authorized Users over any limit set forth in the applicable Order Form to access or use the Services or Deliverables; (ii) use the Services to provide services to third parties (e.g., as a service bureau for Customer Affiliates or other third parties), including by providing or permitting access to any training services or materials to any third parties; (iii) use the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property or other right of Company or any third party; (iv) except as expressly authorized by Company, provide access to any Deliverables to any third party entity that does not then-currently have a license for authorized use of such Deliverables (e.g., through a seat license or other applicable access rights for that third party entity), except that Customer may provide Deliverables to third parties in the ordinary course of its business, provided that such use is not intended to, and does not have the effect of, circumventing, avoiding, or misappropriating Company IP (as defined in Section 5.3) or the appropriate licenses, or otherwise violates the terms of the Agreement; (v) use the Services in violation of any applicable law or Company's Acceptable Use Policy, a current version of which is available at <https://www.altusgroup.com/downloads/legal/acceptableusepolicy.pdf> (as may be updated from time to time); or (vi) use the Services or

Deliverables for the development of any system, including, but not limited to, training a machine learning or artificial intelligence system.

2.7 Suspension. Company may suspend Customer's access to, or use of, the Services if Company believes that: (i) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (ii) Customer is accessing or using the Services to commit an illegal act; (iii) Customer has violated the terms of the Agreement; or (iv) Customer has provided a false account or payment information. When reasonably practicable and lawfully permitted, Company will provide Customer with advance notice of any such suspension. Company will use reasonable efforts to re-establish the Services promptly after Company determines that the issue causing the suspension has been resolved. Any suspension under this Section shall not excuse Customer from payment obligations.

2.8 Monitor; Audit. During the term of the Agreement and for a period of one year thereafter, Company will have the right, at its own expense, to: (i) monitor Customer's use of and access to Products; and (ii) upon reasonable notice to Customer, audit Customer's use of and access to the Services and Deliverables to determine Customer's compliance with the Agreement, including any usage limitations, restrictions, or conditions applicable to the Services; provided that such audit will be conducted during normal business hours and will not occur more frequently than annually unless Company reasonably believes Customer is in breach of the Agreement. If any monitoring or audit reveals an underpayment by Customer, Company may invoice Customer for additional fees to cover excess or improper usage in accordance with the fees and rates under the applicable Order Form or, to the extent there are no such applicable fees or rates, at Company's prevailing pricing.

2.9 Modifications. Company may from time to time make changes or modifications to, or supplement, replace, or discontinue any Services or component thereof, including branding or user access or interfaces (each a "**Modification**") which may be as a result of change in laws, regulations, technology, industry practices, patterns of system use, availability of Third-Party Software (as defined in Section 2.11), or otherwise. Company will use commercially reasonable efforts to provide notice to Customer of any material Modifications.

2.10 Non-Production and Evaluation Products. If Customer receives a license or access to Products for evaluation or other non-production purposes on a trial, test, staging, or limited basis or otherwise, with or without payment of a fee being required (in each Products case, a "**Non-Production Product**"), then Customer may use the Non-Production Product only for the limited purposes expressly authorized by Company in writing, solely for the time period designated by Company, and subject to any additional usage restrictions specified on the applicable Order Form.

2.11 Third-Party Software. To the extent that Products includes or is accompanied by third-party software that Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Products ("**Third-Party Software**"), the Third-Party Software and its use by Customer are subject to all license terms that accompany such Third-Party Software. Customer will abide by and comply with all such terms. Certain Products may include code and components licensed under an open-source license, as may be further described at <https://argus.altusgroup.com/open-source/> or such other location specified by Company.

3 Products

The following additional terms specifically apply to Products and Product Deliverables, as applicable:

3.1 License and Access. If the applicable Order Form indicates that Customer will receive a license or access to Products or any Product Deliverables, then only Customer and its Authorized Users may access and use such Products and Product Deliverables, and such use will be solely: (i) for the Order Form Term; and (ii) in accordance with the terms of the Agreement.

3.2 Features and Functionality. Customer acknowledges that not all of the features or functionality of particular Products may be available to Customer even if such feature or functionality is described in the user

manuals, help files, specification sheets, or other documentation, in whatever form, relating to the Products and provided by Company or its Affiliates ("**Documentation**"), and that access to such features or functionality may require payment of additional fees.

4 Confidentiality

4.1 In the Agreement, "**Confidential Information**" means all confidential or proprietary information, including trade secrets, business and marketing plans, technology and technical information, product plans and designs, business processes, and information that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"), whether disclosed orally, visually, in writing, electronically, or other form or media, including, in the case of Company, all Deliverables; provided, however, that Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of the Receiving Party's breach of this Section; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third party source, provided that such third party is not prohibited from disclosing such Confidential Information; (iii) was in the Receiving Party's possession prior to the Disclosing Party's disclosure; or (iv) was or is independently developed by the Receiving Party without using any Confidential Information. The Receiving Party will not disclose to any third party the Confidential Information of the Disclosing Party without the Disclosing Party's consent and will use at least the same degree of care, discretion and diligence in protecting the Confidential Information of the Disclosing Party as it uses with respect to its own Confidential Information. Company will limit access to Customer Confidential Information to its employees and subcontractors with a need to know the Confidential Information and will instruct those employees and subcontractors to keep such information confidential.

4.2 Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent necessary to comply with any law, rule, regulation legal process, or ruling applicable to it, provided that the Receiving Party uses commercially reasonable efforts to notify the Disclosing Party of such disclosure to afford the Disclosing Party the opportunity to seek, at the Disclosing Party's sole cost and expense, a protective order or other remedy.

5 Intellectual Property

5.1 "Customer Data" means all data or information of Customer or its Affiliates that is transmitted, uploaded, or otherwise provided to or obtained by Company from or on behalf of Customer or its Affiliates, in the performance of Company's obligations under the Agreement, and excludes Deliverables and Company Data. As between Company and Customer, Customer retains all right, title, and interest in and to any Customer Data.

5.2 "Company Data" means all data or information of Company, its Affiliates and its third-party licensors that is owned, provided by, or made available by Company, its Affiliates, or third-party licensors under the Agreement to Customer, and all derivative works thereof. Company retains all right, title, and interest, including Intellectual Property Rights in and to all Company Data, and components thereof, including Derivative Output (as defined in Section 5.6).

5.3 "Company IP" means the Services, and components thereof, including Company Data, Deliverables, and Documentation. Company retains all right, title, and interest, including Intellectual Property Rights in and to all Company IP, and components thereof.

5.4 "Intellectual Property Rights" means any and all rights arising in any jurisdiction throughout the world in and to: (i) patents, utility models, patent disclosures, and inventions (whether patentable or not); (ii) trademarks, service marks, trade dress, trade names, rights in designs, rights in computer software, database rights, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing; (iii) copyrights and works of authorship (whether copyrightable or not), including computer programs, and rights in data and databases; (iv) rights to preserve the confidentiality of information including trade secrets, know-how, and other confidential or proprietary information; and

(v) all other intellectual property, in each case whether registered or unregistered, and including all derivative works thereof, and all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from similar or equivalent rights or forms of protection in any part of the world.

5.5 Company License Grant. During an Order Form Term, subject to Customer's compliance with the Agreement, including payment of fees, Company grants Customer a non-exclusive, worldwide, royalty-free, non-transferable, non-sublicensable license to use, for its internal business purposes only, all of the following to the extent set forth in the applicable Order Form: (i) Deliverables; (ii) Services; and (iii) Documentation. Upon the expiry or termination of the Order Form, Customer's right and license to use any of the items set forth in this Section 5.5 will immediately cease.

5.6 Customer License Grant. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid, sub-licensable, fully transferable license to use, process, transmit, store, and disclose Customer Data: (i) during an Order Form Term, for the purpose of exercising Company's rights and performing its obligations under the Agreement; and (ii) in perpetuity, for research and development purposes and to develop and improve Company and its Affiliates' products and services and to produce Derivative Output. "**Derivative Output**" means information, data or materials: (a) derived from Customer's use of the Services (including statistical information); or (b) aggregated derivative works produced by Company, that will not be identifiable as originating from, nor can be traced back to, Customer, or Customer's clients or tenants, and will not contain any personal information.

5.7 Feedback. If Customer provides any feedback to Company concerning the functionality and performance of the Services, Customer hereby assigns to Company all right, title, and interest in and to the feedback, and Company is free to use the feedback without payment or restriction.

5.8 All Rights Necessary. Customer represents and warrants that Customer has, and will maintain, all rights necessary to grant Company the licenses set forth in Section 5.6 and to enable Company to exercise its rights under the Agreement without violating or infringing the rights of any third party.

6 Warranty; Disclaimer

6.1 Professional Services Warranty. The Professional Services performed pursuant to the Agreement will conform to generally accepted industry standards and practices for similar services and deliverables. This representation and warranty will be in lieu of, and excludes, all other implied warranties of merchantability or fitness for a particular purpose.

6.2 Product Warranty. Company warrants that all Products made available to Customer under an Order Form will materially conform to the applicable Documentation (the "**Product Warranty**") for the Order Form Term (the "**Product Warranty Period**"), provided that the Product Warranty will not apply to: (i) failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the Products by Customer or any third party at Customer's direction; (ii) any combination of the Products with software, hardware, professional services, or other technology not provided by Company; or (iii) Customer's misuse of the Products. If any defect or error covered by the Product Warranty occurs, Customer will provide Company with sufficient detail to allow Company to reproduce the defect or error. If notified by Customer during the Product Warranty Period, Company will, at its sole option, either: (a) correct such error or defect in the Products, at no cost to Customer and within a reasonable time; or (b) accept return of the Products and refund any prepaid license, subscription, or other fees related to the defective Products prorated from the date Customer stops using the Products, and Customer's right to use the Products will immediately terminate. THIS SECTION 6.2 SETS FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR COMPANY'S BREACH OF THE PRODUCT WARRANTY.

6.3 Artificial Intelligence. Company shall comply with applicable artificial intelligence or machine learning laws and regulations ("**AI Laws**") and maintain appropriate governance, as determined by Company based on its knowledge and understanding of the Products,

including consideration of industry standards and practices applicable to the Products.

6.4 DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, PROFESSIONAL SERVICES, OR DELIVERABLES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE PROFESSIONAL SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY THE PRODUCTS OR DOCUMENTATION, OR IN CONNECTION WITH THE PROFESSIONAL SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF THE PRODUCTS, DOCUMENTATION, OR DELIVERABLES, OR RECEIPT OF THE PROFESSIONAL SERVICES. CUSTOMER AGREES THAT THE COMPANY HAS NO CONTROL OVER HOW THE SERVICES ARE USED AND, TO THE FULLEST EXTENT ALLOWED BY LAW, IS NOT RESPONSIBLE FOR ANY ISSUES THAT ARISE FROM THE CUSTOMER OR ANY THIRD PARTY USING (OR NOT USING) THE SERVICES. THIS INCLUDES ANY FAILURE BY THE CUSTOMER TO ACHIEVE SPECIFIC RESULTS, LIKE COST SAVINGS, PROFITS, OR THE OUTCOME OF UNDERWRITING OR PROPERTY TRANSACTIONS.

7 Limitation of Liability

7.1 No Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EXCEPT AS EXPRESSLY PROVIDED FOR IN SECTION 7.3, AND ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE FOR ANY LOST OR PROSPECTIVE PROFITS OR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR OTHER EXEMPLARY LOSSES OR DAMAGES. THE LIMITATIONS IN THIS SECTION 7 WILL APPLY TO ANY CAUSE OF ACTION, INCLUDING A BREACH OF CONTRACT, NEGLIGENCE OR TORT COMMITTED BY SUCH PARTY, OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH LOSSES OR DAMAGES WERE FORESEEABLE.

7.2 Limitation of Liability. Notwithstanding anything to the contrary in the Agreement, and subject to Sections 7.1 and 7.3, each Party's aggregate liability for any losses or damages incurred by the other Party is limited to the fees paid or payable by Customer for the applicable Services under an Order Form during the 12 month period preceding the act or omission giving rise to liability.

7.3 Exclusions. The limitations of liability in Sections 7.1 and 7.2 will not apply to: (i) mandatory liability which cannot be capped or excluded by law; (ii) a Party's indemnity obligations; (iii) Customer's misuse of Company IP in violation of the Agreement; and (iv) any amounts payable by Customer to Company.

8 Indemnities

8.1 Company Indemnity. Subject to the remainder of this Section 8.1 and 8.3, Company will indemnify and hold Customer harmless from any resulting damage awards or settlement amounts in any cause of action to the extent that such cause of action is based on a claim alleging that Customer's use of the Services, used in accordance with the terms of the Agreement, infringes or misappropriates any Intellectual Property Rights of a third party. The foregoing infringement indemnity will not apply, and Company will not be liable for any damages assessed in any cause of action to the extent resulting from an Excluded Claim or

Company's use of Customer Data in accordance with the Agreement. If any Service is held or believed to infringe on any third party's Intellectual Property Rights, Company may, in its sole discretion: (i) modify the Service to be non-infringing; (ii) obtain a license to continue using such Service; or (iii) if neither (i) nor (ii) are practical, terminate the portion of the affected Services or the affected Order Form on notice to Customer and refund to Customer any pre-paid but unused fees. "**Excluded Claim**" means: (a) the use of the Services in a manner inconsistent with the Agreement (including Documentation), or in combination with other products or services not provided by Company; (b) claims arising from Customer's specific designs, requirements, or specifications; or (c) modification of the Services not authorized by Company. This Section states Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party Intellectual Property Rights.

8.2 Customer Indemnity. Subject to Section 8.3, Customer will indemnify and hold Company harmless from any resulting damage awards or settlement amounts in any cause of action to the extent that such cause of action is based on: (i) Customer's use or misuse of the Services; (ii) Customer's provision of Customer Data to Company, including Customer Data that: (a) infringes or misappropriates any Intellectual Property Right, or any other rights, of a third party; (b) is inaccurate; or (c) which Customer does not own or otherwise have the right to provide and permit Company to use; or (iii) an Excluded Claim.

8.3 Indemnity Conditions. The indemnities set forth in the Agreement are conditioned on the following: (i) the party claiming indemnification (the "**Indemnitee**") will promptly notify the indemnifying party (the "**Indemnitor**") of any matters in respect of which it seeks to be indemnified, and will give the Indemnitor full cooperation and opportunity to control the response thereto and the defense thereof, including without limitation any settlement thereof; (ii) the Indemnitor will have no obligation for any claim under the Agreement if the Indemnitee makes any admission, settlement or other communication regarding such claim without the prior written consent of the Indemnitor, which consent will not be unreasonably withheld; and (iii) the Indemnitee's failure to promptly give notice to the Indemnitor will affect the Indemnitor's obligation to indemnify the Indemnitee only to the extent the Indemnitor's rights are materially prejudiced by such failure. The Indemnitee may participate, at its own expense, in such defense and in any settlement discussions directly or through counsel of its choice.

9 Security and Operational Resilience

9.1 Company has implemented and will maintain commercially reasonable technical, physical, and organizational measures, including appropriate information security policies and safeguards, intended to preserve the security, integrity, and confidentiality of Customer Data, and to protect against unauthorized or unlawful disclosure or corruption of or access to Customer Data. Company maintains a commercially reasonable business continuity and disaster recovery plan and will follow such plan.

10 Personal Information

10.1 Customer Data may include personal information, and Customer agrees that it may be transferred, stored or processed outside of the country where the Customer or its operations are located or where the Customer Data is initially collected ("**Data Transfer**"). To the extent that Company processes personal information, the Parties will comply with applicable data protection and privacy laws and regulations and the Data Processing Addendum which is available at <https://www.altusgroup.com/gdpr/Argus-Software-Data-Processing-Addendum.pdf> (as may be amended by Company from time to time) and which is incorporated into, and forms part of, the Agreement, and will apply to the provision of the Services. Customer will indemnify Company with respect to any claim arising from or related to Customer's use of the Services and any resulting Data Transfer. Customer Data may not include any data that imposes specific data security, data protection, or regulatory obligations on Company in addition to or different from those specified in the Data Processing Addendum or the Agreement. If Customer Data includes any of the foregoing data, Company will process such data only pursuant to the terms of the Data Processing Agreement and the Agreement. Customer is responsible for complying

with any specific regulatory, legal, or data security obligations which may apply to such data.

11 Payment Terms

11.1 Fees and Payment Terms. Customer will pay Company the fees as set out in the applicable Order Form. Unless otherwise specified in the Order Form, Customer will pay all amounts due within 30 days of the date Customer receives an invoice. Customer may dispute amounts ("**Disputed Amount**") on an invoice in good faith by providing Company with reasonable detail of the basis for the disputed amounts in writing within 10 days of Customer's receipt of such invoice. Any undisputed portions remain due and payable. The Parties will work together in good faith to resolve the dispute within the applicable payment period, including by escalating to management. Customer will reimburse any costs or expenses (including reasonable attorneys' fees) incurred by Company to collect any amount (other than Disputed Amount for the duration of good-faith resolution) that is not paid when due. Amounts due from Customer under the Agreement may not be withheld or offset by Customer against amounts due to Customer for any reason. Company will have the right to suspend performance of the Services (or any portion thereof) on reasonable notice to Customer if Customer fails to pay any fees due under the Agreement. Customer acknowledges that additional work or customization of the Services may incur additional fees.

11.2 Taxes. Other than net income taxes imposed on Company, Customer will bear all taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from the provision of Services. Customer will pay any additional Taxes as are necessary to ensure that the net amounts received by Company after all such Taxes are paid are equal to the amounts to which Company would have been entitled in accordance with the Agreement if such additional Taxes did not exist.

11.3 Reimbursement. Customer will reimburse Company for pre-approved expenses related to the Services and any other expenses for which reimbursement is contemplated in the Agreement. Except as provided above, each Party will be responsible for its own expenses incurred in rendering performance under the Agreement.

12 Term; Termination

12.1 Term; Termination for Convenience. This Agreement will remain in effect until terminated in accordance with the Agreement. At any time when no Order Form is in effect, either Party may terminate this Agreement for convenience immediately upon notice to the other Party.

12.2 Order Form Term; Renewal. Unless terminated in accordance with the Agreement, each Order Form will continue for the initial order form term specified in such Order Form ("**Initial Order Form Term**"). If the Order Form provides for automatic renewal, then the Order Form will automatically renew for successive twelve-month renewal terms (each, a "**Renewal Term**", and collectively with the Initial Order Form Term, the "**Order Form Term**"), unless either Party provides the other with 60 days' notice prior to the end of the Initial Order Form Term or then-current Renewal Term, as applicable.

12.3 Termination. Termination of the MCA will terminate all Order Forms. Notwithstanding the foregoing, Order Forms that are solely for Professional Services will remain in effect until the Professional Services are completed (unless terminated in accordance with the Agreement) and will not automatically renew, nor will any Professional Services included on any other Order Form automatically renew unless otherwise expressly specified on the applicable Order Form. Customer acknowledges that its access to Products (or certain features thereof) may be automatically disabled upon the expiration of the applicable Order Form Term.

12.4 Termination for Cause. In addition to any specific termination rights of the Parties set forth in the Agreement, either Party may terminate an Order Form or the Agreement upon notice to the other Party (the "**Defaulting Party**") if the Defaulting Party:

12.4.1 materially breaches the Agreement, and does not cure such breach within 30 days after receipt of notice of such breach, or such material breach is incapable of cure;

12.4.2 becomes insolvent or unable to pay its debts as they become due, files for or is subject to any voluntary or

involuntary bankruptcy or insolvency proceeding, has a receiver, trustee, or liquidator appointed for a substantial part of its assets, makes an assignment for the benefit of creditors, or otherwise ceases to carry on its business in the ordinary course.

12.5 Transition Services. In the event of expiration or termination of the Agreement or an Order Form, the Parties may enter into a separate, mutually acceptable Order Form for transition services.

12.6 Post Termination. If an Order Form is terminated or expires:

12.6.1 all fees and expenses accrued up to the termination of the Order Form, along with any other amounts set out in the Order Form, will become immediately due and payable. Company will have no obligation to refund any prepaid amounts to Customer unless Customer terminates due to Company's breach of the Agreement, in which case unused fees for future services will be refunded on a pro-rata basis; and

12.6.2 Customer will return or destroy all Products and Deliverables, in each case in Customer's possession or control, and provide Company with a written certification signed by an authorized Customer representative certifying the same within 30 days of the expiration or termination of the Agreement; provided, however, that Customer may retain copies of Professional Service Deliverables for use only as permitted under the applicable Order Form.

12.7 Survival. Those provisions which by their content are intended to, or by their nature would, survive the performance, termination, or expiration of the Agreement, shall survive termination or expiration of the Agreement, including, but not limited to, Sections 2.6 (Use Restrictions), 5 (Intellectual Property), and 7 (Limitation of Liability).

13 General

13.1 Further Assistance. On Company's request, Customer will execute and deliver all such documents and instruments, and take all such further actions, reasonably necessary to give full effect to the Agreement.

13.2 Applicable Laws. Each Party will comply with laws and regulations that affect its business generally, including any applicable anti-bribery laws.

13.3 Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Agreement will be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party will have authority to contract for or bind the other Party in any manner whatsoever. None of Company's employees, agents or subcontractors will be considered employees, agents or subcontractors of Customer.

13.4 Publicity. Neither Party will use the other Party's name, brand, or logo, without the prior written consent of the other Party. However, Company may use Customer's (or its parent company's) name, brand, or logo solely to identify Customer as a client of Company to third parties. Company will properly credit Customer or its parent company's trademarks or logos and will not imply any affiliation or endorsement.

13.5 Notices. All notices required to be sent or given under the Agreement will be in writing and will be deemed duly given and effective: (i) when received, if delivered by hand; (ii) upon confirmation of signature, if sent by a nationally recognized overnight courier, signature required; (iii) when sent by email, with confirmation, if during business hours, or the next business day if sent after hours; and (iv) three days after being mailed by certified or registered mail.

13.6 Interpretation. For purposes of the Agreement: (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to the Agreement as a whole; (iv) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (v) words denoting any gender include all genders. The Parties intend the

Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

13.7 Headings. The headings in the Agreement are for reference only and will not affect the interpretation of the Agreement.

13.8 Entire Agreement. The Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous understandings, agreements, representations, warranties, and conditions, both written and oral, with respect to such subject matter. Notwithstanding the foregoing, the Agreement does not supersede any agreements between the Parties relating to the provision of other Services with respect to which Customer has executed a separate agreement with Company. Except where the parties expressly state otherwise in an Order Form, in the event of any inconsistency between: (i) this MCA; (ii) the related addenda, attachments, and documents referenced or linked therein; and (iii) any Order Form, the following order of precedence governs: (a) the Data Processing Agreement (to the extent incorporated into the Agreement in accordance with Section 10.1, and provided that the terms of Section 5.6 will control in the event of any conflict between that Section and a provision of the Data Processing Agreement); (b) the Order Form; (c) the addenda referenced or linked in an Order Form; (d) this MCA; and (e) other related attachments and documents referenced or linked therein. Subsequent purchase orders, terms and conditions, or statements of works submitted to Company by Customer for the Services will be for Customer's internal administrative purposes only and the terms and conditions contained therein will have no force and effect and will not modify or amend the Agreement.

13.9 Assignment. Neither Party may assign its right, duties, or obligations under the Agreement to any person or entity without the prior written consent of the other Party. On reasonable notice, Company may assign the Agreement without restriction, including to an Affiliate or a successor (including a successor by way of Change of Control or operation of law), or in connection with the sale of all or substantially all of the assets or business to which the Agreement relates. A Change of Control will be deemed to cause an assignment of the Agreement. "**Change of Control**" means a merger, acquisition, divestiture, sale of assets or equity, or similar transaction, whether direct or indirect. Any purported transfer or assignment in violation of this Section will be null and void, and upon such purported transfer or assignment all licenses granted under the Agreement will immediately cease. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

13.10 Export Regulation. Customer will not, directly or indirectly, export, re-export, release, or make accessible any Products or Deliverables (including Company Data) to any country or jurisdiction where such actions are either (a) prohibited by applicable law, or (b) require prior governmental authorization (such as an export license or other necessary approvals), without first securing all required undertakings and approvals.

13.11 Force Majeure. Neither Party will be liable or responsible to the other Party, or be deemed to have defaulted under or breached the Agreement, for any failure or delay in fulfilling or performing any term of the Agreement caused by an Act of God, war, riot, fire, explosion, accident, flood, sabotage, inability to obtain fuel or power, pandemics, epidemics, governmental laws, regulation or orders, acts or inaction of the other Party, or any other cause beyond the reasonable control of a Party, or labor trouble, strike, lockout or injunction (whether or not such labor event is within the reasonable control of either Party) (a "**Force Majeure Event**"). In the event of any such delay, the times for performance will be extended accordingly for additional period(s) of delay. In the event of any failure or delay caused by a Force Majeure Event, the affected Party will give prompt notice to the other Party, stating the period of time the occurrence is expected to continue, and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event, and the affected Party will implement reasonable work-around plans and use commercially reasonable means to facilitate the performance of its obligations under the Agreement until the delay has ended. In the event, however, that any such delay lasts

for a period of 30 days, then either Party may terminate the Agreement upon 15 days' prior notice.

13.12 No Third-Party Beneficiaries. The Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns, and nothing in the Agreement, express or implied, is intended to or will confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of the Agreement.

13.13 Modification; Waiver. The failure by any party to the Agreement to insist upon strict performance of any provision of the Agreement will not constitute a waiver of that provision. The waiver of any provision of the Agreement shall only be effective if made in writing signed by the authorized representatives of the Parties and shall not operate or be construed to waive any future omission or breach of, or compliance with, any other provision of the Agreement.

13.14 Severability. If any provision of the Agreement is finally determined to be invalid, illegal, or unenforceable by a court or other authority of competent jurisdiction ("**Severed Term**"), such invalidity, illegality, or unenforceability will not invalidate or render unenforceable the Agreement. In the event of a Severed Term, the Parties agree to negotiate in good faith to modify the Agreement so as to effect the original intent of the Parties as closely as possible.

13.15 Governing Law; Jurisdiction. The Agreement is governed by and construed in accordance with the internal laws of the State of Texas 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 other jurisdiction. Any legal suit, action, or proceeding arising out of or related to the Agreement will be instituted exclusively in the federal courts of the United States or the courts of the State of Texas in each case located in the city of Houston and County of Harris, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

13.16 Equitable Relief. Each Party acknowledges that a breach or threatened breach by a Party of Section 2.5, Section 2.6, Section 4, or

Section 5 of the Agreement may 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 non-breaching Party may 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.

13.17 Electronic Signatures. Each Party agrees that electronic signatures, whether digital or encrypted, will have the same force and effect as manual signatures.

13.18 Counterparts. The 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. A signed copy of the Agreement delivered by email or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of the Agreement.

13.19 Modifications. Company reserves the right to change this MCA on a going-forward basis at any time, and Company may require that Customer accepts the modified MCA in order to continue to use the Services governed hereunder. All modifications are effective upon Customer's acceptance of the modified MCA or continued use of the Services after the Customer has notice of the modified MCA. Except as expressly permitted in this Section, the Agreement may be amended only by a written agreement signed by authorized representatives of the Parties. Disputes arising under this MCA will be resolved in accordance with the version of the MCA that was in effect at the time the dispute arose.