

AUTOSIGMA, LLC

SOFTWARE-AS-A-SERVICE AGREEMENT

PLEASE READ THIS AGREEMENT CAREFULLY. BY SIGNING THIS AGREEMENT (DIGITALLY OR OTHERWISE), CLICKING ON THE "I AGREE" BUTTON BELOW OR THE "I ACCEPT THIS QUOTE" BUTTON ON ANY QUOTE OR ORDER FORM INTO WHICH THIS AGREEMENT WILL BE INCORPORATED, OR USING PRODUCTS OR SERVICES DESCRIBED IN THIS AGREEMENT OR ASSOCIATED ORDER FORM OR QUOTE, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

INTENDING TO BE LEGALLY BOUND HEREBY, AutoSigma, LLC, a Pennsylvania limited liability company with an address of 277 Fair Street, Suite 3, Kutztown, PA 19530 ("**Provider**"), and the Customer identified above the signature line at the end of this Agreement ("**Customer**") enter into and agree to be bound by this Software-as-a-Service Agreement (this "**Agreement**").

PROVIDER PROVIDES THE SERVICE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY SIGNING THIS AGREEMENT (DIGITALLY OR OTHERWISE), CLICKING ON THE "I AGREE" BUTTON BELOW OR THE "I ACCEPT THIS QUOTE" BUTTON ON ANY QUOTE OR ORDER FORM INTO WHICH THIS AGREEMENT WILL BE INCORPORATED, OR USING PRODUCTS OR SERVICES DESCRIBED IN THIS AGREEMENT OR ASSOCIATED ORDER FORM OR QUOTE, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, PROVIDER WILL NOT AND DOES NOT LICENSE ANY SERVICE OR PRODUCT TO CUSTOMER AND YOU MUST NOT PROCEED TO USE ANY SERVICES OR PRODUCTS DESCRIBED IN THIS AGREEMENT.

1. DEFINITIONS

The capitalized terms below will have the following meanings for purposes of this Agreement:

1.1 "**Affiliate**" of a party means an entity that directly or indirectly controls, is controlled by, or is under common control with that party, in each case through majority voting power.

1.2 "**Authorized User**" means Customer's employee, contractor or agent authorized by Customer or its Affiliate to use the Service. Authorized Users are limited to the number set forth in the Order Form or, if no number is entered there, one.

1.3 "**Authorized User Data**" means the electronic data, information, and/or files entered, imported, uploaded, transferred into, and/or used with the Service and/or Software by or on behalf of Customer or an Authorized User that pertains to or could be used to identify an Authorized User.

1.4 "**Authorized User Terms of Use Policy**" means the Authorized User Terms of Use Policy as set forth on Exhibit B, as may be modified from time to time pursuant hereto.

1.5 "**Customer Content**" means the electronic data, information, and/or files entered, imported, uploaded, transferred into, and/or used with the Service and/or Software by or on behalf of Customer or an Authorized User, including, without limitation, Authorized User Data. Customer Content expressly excludes any Provider Content and Provider Data.

1.6 "**Customer Work Product**" means any content generated with or exported from the Service and/or Software by Customer and/or an Authorized User. Customer Work Product excludes any Provider Content and Provider Data.

1.7 "**Documentation**" means the product functionality descriptions and release notes provided by Provider to Customer from time to time or made available to Customer.

1.8 "**Order Form**" means a quote or an order form signed and/or agreed to (digitally or otherwise) by Customer and Provider with respect to the Service, including the first Order Form and any renewal or other Order Form.

1.9 "**Provider Content**" means any forms, samples and other support and informational materials provided by Provider for use in connection with the Service, as the same may be modified from time to time by Provider.

1.10 "**Provider Data**" means any data concerning the motor vehicle field that is obtained through the Service.

1.11 "**Representative**" means, with respect to each party, its officers, managers, members serving in a managerial role, general partners, directors, employees, contractors, and agents.

1.12 "**Service**" means the provision of access to the Software, such accessibility being in a software-as-a-service format as hosted by Provider on its or a third party's servers.

1.13 "**Service Period**" means the period of time that the Service will remain in effect, as set forth in an Order Form.

1.14 "**Software**" means Provider's "AMS" software that permits Customer to access Provider Data.

1.15 "**Support & Maintenance Policy**" means the Support & Maintenance Policy attached hereto as Exhibit A, as may be modified from time to time pursuant hereto.

2. SERVICE

2.1 **Service.** Subject to the terms and conditions set forth in this Agreement, during the term of this Agreement, Provider will make the Service and Provider Content available to Customer pursuant to this Agreement and the applicable Order Form, all on a non-exclusive, non-transferable, non-sublicensable basis.

2.2 **Service, Provider Content and Provider Data.** Subject to the terms and conditions set forth in this Agreement, Customer may allow its Authorized Users to use the Service solely in connection with Customer's business, and use the Documentation, Provider Content, and Provider Data solely to support use of the Service under this Agreement. Customer will remain fully responsible and liable for the acts and omissions of its Authorized Users.

2.3 **Changes to Service.** From time to time, Customer may add one or more additional Authorized Users to the Service, either by signing a new Order Form or by signing an addendum to this Agreement, at Provider's then current rates.

2.4 **Provider Services.** Provider will host, support, and maintain the Service substantially in accordance with the Support & Maintenance Policy. Updates (as defined in the Support & Maintenance Policy) will be deemed part of the Service. Provider also will deliver the training, consulting and other services to the extent set forth in an Order Form. Any additional services to be provided by Provider, including, but not limited to, any customization services, will be subject to a separate services agreement to be executed between Provider and Customer.

2.5 **Third-Party Products and Services.** From time to time, Provider may enable or allow access to products, services and websites provided by other persons or entities (each, a "Third-Party Product"). Customer is solely responsible for entering into and complying with any contractual agreement or other terms and conditions that are required by the provider of any Third-Party Product. Provider does not make any representation regarding or endorse any Third-Party Product. Provider will have no obligation or liability relating to any Third-Party Product. Except as expressly set forth in an addendum to this Agreement duly executed by both provider and Customer, Provider's sole responsibility for any connector or other link or connection to a Third-Party Product identified in an Order Form is to make the Service available to receive and send data between the Service and the Third-Party Product in accordance with the Documentation, subject to the usage and other limitations set forth in an Order Form, the Documentation, or an addendum to this Agreement.

2.6 **Limitation on Use.** Except as expressly set forth in this Agreement, Provider Content and Provider Data may not be used in any other manner or for any other purpose. In particular, Customer shall not: (i) repackage any of the Software, Provider Content, or Provider Data under any other name, mark or brand, nor may Customer sell, license or otherwise provide any Provider Content or Provider Data to any third party on a periodic or continuing basis, except as expressly permitted herein; (ii) deconstruct, disassemble, or reserve engineer any of the Software, Provider Content, or Provider Data, or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the Software; (iii) create derivative works of the Software, Provider Content, or

Provider Data; or (iv) allow or assist an Authorized User or other third party to do any of the foregoing. In addition, except to the extent expressly permitted under this Agreement, Customer shall not be permitted to rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Service, the Software, any Provider Content or Provider Data, or any Customer Work Product to any person or entity, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service.

2.7 **Additional Terms.** Certain components of the Service or other products or services set forth in an Order Form may be subject to additional terms and conditions as stated in the Order Form or an addendum to this Agreement. The additional terms and conditions set forth in an Order Form or addendum are deemed subject to and incorporated into this Agreement, including those executed prior to the Term (as defined below) of this Agreement, except as otherwise set forth in such Order Form or addendum.

3. CUSTOMER RESPONSIBILITIES

3.1 **Authorization of Users.** Customer will be responsible for designating from time to time which of its personnel are to be Authorized Users of the Service. Customer will give Provider prior written notice of: (a) new Authorized Users, including each Authorized User's full name and business address, telephone number and e-mail address; and (b) any current Authorized User whose authority to use the Service is to be suspended or discontinued. Customer will take all reasonable steps to ensure that its personnel other than Authorized Users do not access or use the Service, including by sharing usernames and passwords. Customer agrees that all Authorized Users shall be located in the United States.

3.2 **User Credentials.** Provider may control access to the Service by authenticating unique user IDs and passwords assigned by Provider to Authorized Users, or by any other manual or automated means that Provider may implement from time to time. Upon Customer identifying new Authorized Users as provided in Section 3.1, Provider will enable each Authorized User to obtain a unique username and password to be used for access to the Service solely by that Authorized User in accordance with this Agreement.

3.3 **Equipment and Resources.** Customer is solely responsible for any travel, accommodations, computer equipment, telecommunications, internet access, and expenses required for Customer or its Authorized Users to access or use the Service.

3.4 **Configuration and Use.** Except as expressly set forth in this Agreement or the Order Form, Customer may not allow any person or entity to use or access the Service, Software, Provider Content or Provider Data except its Authorized Users. Use of the Service, Software, Provider Content, and Provider Data under this Agreement is limited to the number of Authorized Users and other limitations set forth in the applicable Order Form or Documentation. Customer agrees to require all Authorized Users to agree to the Authorized User Terms of Use Policy before using or accessing the Service. Without limitation to its other available rights and remedies, Provider reserves the right to deny service to any Authorized User who violates, or

whom Provider reasonably suspects of violating, Provider's Authorized User Terms of Use Policy. Customer is solely responsible for any configuration of the Service and any electronic forms, materials, communications, content, and processes selected by Customer or its Authorized Users for use in or in connection with the Service. Customer is solely responsible for any use of the Service, Software, Provider Content, and/or Provider Data by Customer or its Authorized Users, including reports or exports of Provider Data created by or for Customer, and Customer will ensure that any process, action or decision does not violate any law, rule or regulation. Customer will notify Provider promptly upon becoming aware of any unauthorized or improper use of the Service, Software, Provider Content, and/or Provider Data. Subject to Provider's compliance with Section 4 of this Agreement, Customer is solely responsible for and will ensure that use or disclosure of any Customer Content or Customer Work Product in accordance with this Agreement complies with applicable laws, rules and regulations, including any required notices or consents.

3.5 Inspection. Upon reasonable prior written notice from Provider, Customer will provide Provider or its Representatives with access to any records and systems reasonably necessary for Provider to audit Customer's compliance with the terms of this Agreement. Any such audit will be conducted at a mutually acceptable time on at least thirty (30) days' prior written notice, without unreasonable disruption to Customer's business operations. Upon Provider's reasonable request, an officer of Customer will provide written certification to Provider that Customer has complied and is complying with the terms of this Agreement.

3.6 Customer Systems. Customer has and will retain sole responsibility for: (a) all Customer Content, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer or any Authorized User in connection with the Service; (c) Customer's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party services ("**Customer Systems**"); (d) the security and use of Customer's and its Authorized Users' access credentials; and (e) all access to and use of the Service, Software, Provider Content, Provider Data, and Documentation directly or indirectly by or through the Customer Systems or its or its Authorized Users' access credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions, and actions based on, such access or use.

4. CUSTOMER CONTENT AND CUSTOMER WORK PRODUCT; USER DATA

4.1 Data Use and Disclosure. Provider may use Customer Content and Customer Work Product only for the purpose of providing the Service and related services under this Agreement or as otherwise set forth in this Agreement. Provider may disclose Customer Content and Customer Work Product to one or more contractors under written agreements requiring such contractors to use and disclose the Customer Content and Customer Work Product only for the purposes permitted under this Agreement. Provider also may disclose Customer Content

and Customer Work Product to Customer's contractors, providers of Third-Party Products, and other third parties, only for purposes of providing the Service or as otherwise directed or permitted by Customer or its Authorized Users. Notwithstanding anything to the contrary in this Agreement:

a. Provider may use and disclose Customer Content and Customer Work Data as reasonably necessary to comply with applicable laws, rules and regulations, cooperate with law enforcement agencies, or attempt to prevent or respond to illegal conduct, fraud, abuse, or a threat to the security or integrity of systems or data, including the Service, the Software, Customer Content, or Customer Work Product;

b. Provider may derive or create benchmarking, transactional, or performance information, and other forms of statistics or analytics on an aggregated basis that may not reasonably be used on its own (or in conjunction with other data available from Provider or its Affiliates) to distinguish or trace the identity of a Customer or its Authorized Users (collectively, "**Analytics**"). Provider will maintain policies and procedures, which may include de-identification, aggregation or other steps, reasonably necessary to prevent Analytics from including information that may be used on its own (or in conjunction with other data available from Provider or its Affiliates) to distinguish or trace the identity of a Customer or its Authorized Users; and

c. Nothing in this Agreement prohibits Provider from using Customer Content or the same or similar information that: (i) is or becomes publicly available except through violation of this Agreement by Provider or its Affiliates; (ii) is or was received by Provider from a third party that to Provider's knowledge is not under a confidentiality obligation with respect to the Customer Content; or (iii) is or was previously known to or independently developed by Provider without use of the Customer Content.

4.2 Right to Customer Data. Customer represents and warrants that it has a right to use and provide Provider with the Customer Content entered, imported, uploaded, transferred into, and/or used with the Service and/or the Software.

4.3 Data Protection. Without limiting Customer's obligations set forth in Section 3.6, Provider will maintain administrative, physical, and technical safeguards intended to protect the security, privacy and integrity of Customer Content and Customer Work Product.

5. PAYMENT

5.1 Fees and Expenses.

a. In consideration of the rights granted herein, and subject to the further terms of this Agreement, upon signing an Order Form, Customer shall pay the fee set forth in such Order Form (each such fee, a "**Fee**"). Unless otherwise set forth in the applicable Order Form, for Customers that do not elect an annual Service Period, Provider will invoice any recurring Fee (or portion thereof) in advance, on a monthly basis, payable within thirty (30) days after delivery of an invoice. Unless otherwise set forth in the applicable Order Form, for Customers that elect an annual Service Period, Provider will invoice the entire annual Fee in advance, payable within thirty (30) days after delivery of an invoice. All fees paid under this Agreement, including each of the Fee(s), are non-refundable.

b. Provider reserves the right to increase the Fee(s) under this Agreement and/or under any Order Form by giving Customer at least sixty (60) days prior written notice of such increase, and the applicable Order Form(s) will be deemed amended accordingly; provided that Provider may increase a Fee no more than twice (2x) annually for any contract year.

5.2 **Taxes.** Customer will be solely responsible for paying any sales, value-added, business use or other similar taxes relating to the Service or any other product or service provided by Provider, exclusive of Provider's income taxes. The fees listed in an Order Form (or in any increases thereto) are exclusive of all taxes.

5.3 **Purchase Orders.** Any terms or conditions in any purchase order or other document issued by Customer are void and of no force or effect as between Customer and Provider and any attempt to modify, supersede, supplement or otherwise alter this Agreement will not modify this Agreement or be binding on the parties. Issuance of a purchase order or other document is not a condition of Customer's payment obligations.

5.4 **Overdue Payments.** Provider may charge Customer overdue payment fees/charges on the unpaid balance from the original due date at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum interest charge permitted by applicable law, and may suspend access and use of the Service by Customer and its Authorized Users until any overdue payment has been made.

5.5 **Invoice Disputes.** Any invoice must be disputed within thirty (30) days of delivery. If, within such thirty (30) day period, Customer delivers written notice disputing an invoiced amount and describing the basis for such dispute with reasonable particularity, the parties will use good faith efforts to confer and resolve the dispute within thirty (30) days of receipt of Customer's notice. Notwithstanding the foregoing, Customer will pay all undisputed sums on an invoice as required by this Agreement. If Customer has paid all undisputed amounts and engages in good faith negotiations in accordance with the foregoing provision, Provider's rights under this Agreement to assess overdue payment charges, suspend access to the Service, and terminate this Agreement for material breach based on non-payment of the disputed payment shall be suspended during, and only during, that thirty (30) day dispute resolution period.

6. TERM AND TERMINATION

6.1 Service Period.

a. For Customers that do not elect an annual Service Period, the Service Period under each Order Form begins on the date that the Provider first makes the Service and Provider Content available to Customer (the "Commencement Date") and ends on the same day of the immediately subsequent calendar month following the Commencement Date. Upon expiration of the initial Service Period or any subsequent Service Period under an Order Form, the Service Period will automatically renew for additional successive terms of one (1) calendar month, unless either party notifies the other in writing, at least thirty (30) days prior to the end of the then current term, of its decision to terminate this Agreement.

Provider may require the Service Period under any subsequent Order Form to end on the same date as the Service Period under the first Order Form (or subsequent renewal), so that all Service Periods share the same expiration date, and in such event Provider will prorate the fees for the Service Period of each Order Form accordingly.

6.2 For Customers that elect an annual Service Period, the Service Period under each Order Form begins on Commencement Date and ends on day immediately preceding the one (1) year anniversary of the Commencement Date. Upon expiration of the initial Service Period or any subsequent Service Period under an Order Form, the Service Period will automatically renew for additional successive terms of one (1) year, unless either party notifies the other in writing, at least thirty (30) days prior to the end of the then current term, of its decision to terminate this Agreement. Provider may require the Service Period under any subsequent Order Form to end on the same date as the Service Period under the first Order Form (or subsequent renewal), so that all Service Periods share the same expiration date, and in such event Provider will prorate the fees for the Service Period of each Order Form accordingly.

6.3 **Term.** The term of this Agreement (the "**Term**") begins on the last date of signature of the first Order Form and will remain in effect until the Service Periods of all Order Forms have expired, or the date of on which this Agreement is otherwise terminated, as provided herein, whichever is earlier.

6.4 Termination for Cause.

a. Either party (the "**Non-Breaching Party**") may terminate this Agreement upon written notice to the other party (the "**Breaching Party**") if the Breaching Party fails to cure any material breach of this Agreement within thirty (30) days of its receipt of written notice from the Non-Breaching Party stating its intent to terminate and describing the breach with reasonable particularity. Nonpayment by Customer of any amount within thirty (30) days of the due date constitutes material breach, subject to the disputed payment resolution procedures set forth in Section 5.5 above. Reference to the unpaid amount and applicable invoice constitutes sufficiently reasonable particularity for the notice of breach.

b. Either party may terminate this Agreement on written notice to other party if such other party: (i) terminates or suspends its business operations; (ii) makes an assignment of its assets for the benefit of its creditors; (iii) becomes insolvent; (iv) institutes proceedings for its full or partial liquidation or dissolution; (v) is adjudged bankrupt by a court of competent jurisdiction; (vi) has a trustee or receiver appointed for it or any substantial part of its assets; (vii) has filed against it a voluntary or involuntary petition under the United States Bankruptcy Code or other similar law, whether state or federal, for the relief of debtors, which petition is not discharged within thirty (30) days of the date of filing; or (viii) consents to the appointment of a receiver or a trustee for itself or any substantial part of its assets.

6.5 **Effect of Termination.** Upon the expiration or termination of this Agreement, all rights and licenses granted by a party under this Agreement will immediately terminate, and Customer and its Authorized Users will immediately cease use of the Service, Software, Provider Data, and Provider Content.

Termination by either party will not relieve Customer of any obligation to pay fees due for periods prior to termination. Provider may provide post-termination or expiration assistance services as further agreed by the parties in writing, including the fees payable for such assistance. Notwithstanding this Section 6.4, Provider may continue to use the Customer IP and Customer Marks (as defined below) to satisfy its post-termination or expiration obligations or as otherwise set forth in this Agreement.

6.6 Survival. In no event shall any expiration or termination of this Agreement excuse either party from any breach or violation of this Agreement and full legal and equitable remedies shall remain available therefor. Sections 2.6, 3.4, 3.5, 3.6, 5, 6.4, 6.5, 7, 8.1, 8.2, 9.2, 10, 11 and the provisions of Section 12 that by their terms naturally survive will survive the expiration or termination of this Agreement. The Receiving Party's obligations under Section 7 of this Agreement with respect to the other party's Confidential Information will survive: (a) with respect to Confidential Information that constitutes a trade secret of the Disclosing Party, as long as that Confidential Information remains a trade secret; and (b) with respect to all other Confidential Information, for a period of five (5) years after the expiration or termination of this Agreement.

7. CONFIDENTIAL INFORMATION

7.1 Confidential Information Defined. "Confidential Information", as used in this Agreement, means any information that, during the Term, is disclosed by or on behalf of a party (the "Disclosing Party") to the other party (the "Receiving Party") and at the time of disclosure: (a) is designated in writing as confidential or proprietary; (b) is designated orally as confidential or proprietary, and embodied by the Disclosing Party in written or other tangible form, including meeting minutes, memos, diagrams, flow charts and software; or (c) should reasonably be understood by the Receiving Party to be Confidential Information of the Disclosing Party under the circumstances. Notwithstanding the absence of any designation of confidentiality, the parties agree that any Order Form, non-public Documentation, Provider Data, Provider Content, specifications regarding the Service and/or Software and/or their respective functionality, an Analytics are the Confidential Information of Provider.

7.2 Obligations. Except as expressly approved by the Disclosing Party in writing, the Receiving Party will not: (a) use the Confidential Information of the Disclosing Party except to perform or exercise its rights and obligations under this Agreement; or (b) disclose the Confidential Information of the Disclosing Party to any third party except to the Receiving Party's Representatives who are under a duty in substance and effect to use and disclose the Confidential Information only as permitted under this Agreement. The Receiving Party will be responsible for any use by its Representatives of the Confidential Information that it discloses to or shares with its Representatives. Upon the expiration or termination of this Agreement, each party will cease use of, and, within thirty (30) days of the date of expiration or termination, will destroy or return, all Confidential Information of the other party, except that: (i) Provider may retain Confidential Information of Customer as needed to comply with any post-expiration or

termination obligation under this Agreement; (ii) each party may retain Confidential Information as required to comply with its obligations under applicable laws, rules or regulations; and (iii) Confidential Information may be stored on secured backup media that are destroyed no more than twelve (12) months after the month in which this Agreement expires or terminates.

7.3 Exceptions. Neither party's obligations under this Section 7 will apply to: (a) information that is or becomes publicly available except through any act or omission of the Receiving Party in violation of a duty to the Disclosing Party; (b) information rightfully obtained by the Receiving Party from a third party without restriction and without breach of this Agreement or any similar agreement; (c) information known to the Receiving Party at the time of disclosure; or (d) information independently developed by the Receiving Party without any use of or access to the Disclosing Party's Confidential Information. The Receiving Party may disclose Confidential Information in accordance with a subpoena, judicial or other governmental order, or requirement of any law, regulation or the rules of any applicable stock exchange, provided that where legally permissible the Receiving Party must give the Disclosing Party reasonable written notice prior to such disclosure and seek confidential treatment for the disclosed Confidential Information, at the sole cost and expense of the Disclosing Party.

8. INTELLECTUAL PROPERTY

8.1 Provider IP Ownership. As used in this Agreement, "Intellectual Property Right" means any patent application, patent, copyright, moral right, database right, trademark right, trade secret or other intellectual property or proprietary right recognized or enforceable under any U.S., foreign or international law, rule or regulation. Provider retains ownership of and reserves all Intellectual Property Rights in or related to the Service, Software, Provider Content, Analytics, or Provider Data (collectively, "Provider IP"). Provider does not convey to Customer or its Authorized Users any Intellectual Property Right in or to any Provider IP except for the non-exclusive right to use the Service, Software, Provider Data, and Provider Content as set forth in this Agreement. Customer agrees that Provider is free to use and incorporate into Provider IP any comment, feedback, review or other input provided by Customer or its Authorized Users, and that such use or incorporation does not create or give rise to any Intellectual Property Right of Customer or its Authorized Users in any Provider IP.

8.2 Customer IP Ownership. Customer retains ownership of and reserves all Intellectual Property Rights in or related to the Customer Content, Customer Work Product or any other materials, communications or content that Customer or its Authorized Users supply for use in connection with the Service (collectively, "Customer IP"). Customer does not convey to Provider any Intellectual Property Right in or to any Customer IP, except as expressly set forth in this Agreement, including without limitation pursuant to Sections 4.2 and 4.3.

8.3 Customer IP License. Customer grants to Provider a non-exclusive, non-sublicensable right, during the Term, to use, copy, create derivative works based on and display the Customer IP in connection with the performance of Provider's

obligations under or as otherwise set forth in this Agreement or any Order Form.

8.4 **Customer Marks.** Customer grants to Provider a non-exclusive, non-sublicensable right, during the Term, to use any Customer trademark, service mark or trade name included in the Customer IP or designated by Customer for use in the Service (the “**Customer Marks**”), in connection with the performance of Provider’s obligations under or as otherwise set forth in this Agreement or any Order Form, and to identify Customer in Provider’s customer lists and other marketing and promotional materials and communications referencing Customer as a customer of Provider. Provider will comply with Customer’s written guidelines for trademark usage provided reasonably in advance.

9. WARRANTIES AND LIMITATIONS

9.1 **Warranty.** Provider warrants that, during each Service Period, the Service will perform in all material respects in accordance with the Documentation; provided however that if any training, consulting and other services set forth on any Order Form are provided to Customer pursuant to Section 2.4 hereof, or if any other services are provided to Customer pursuant to a separate service agreement pursuant to Section 2.4, Provider makes no representation, warranty, or guarantee of any kind with respect to the provision of such services. Provider’s warranty does not apply to: (a) any Third-Party Product; (b) any use of the Service not in accordance with the Documentation, Provider’s published policies, this Agreement or any applicable Order Form; (c) any Customer Content; or (d) failure of Customer or its Authorized Users to follow reasonable support or maintenance instructions provided by Provider (each of (a), (b) (c), and (d) above, an “**Excluded Condition**”). Provider’s sole liability and obligation for breach of the foregoing warranty will be to use commercially reasonable efforts to promptly repair or replace the Service to correct the breach, and the sole remedy of Customer is that it may terminate this Agreement upon written notice and receive a refund of any pre-paid but unused amounts if the breach extends for at least sixty (60) consecutive days or for any one-hundred and twenty (120) days in any three-hundred and sixty (360) day period.

9.2 **Limitations.** EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, PROVIDER DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, ARISING AT COMMON LAW, OR OTHERWISE RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING THE SERVICE, SOFTWARE, PROVIDER CONTENT, PROVIDER DATA, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT OR ANY ORDER FORM. WITHOUT WAIVING OR LIMITING THE GENERALITY OF THE FOREGOING, PROVIDER DOES NOT MAKE, AND EXPRESSLY DISCLAIMS, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, DATA OR SYSTEM INTEGRITY, AVAILABILITY, TIMELINESS, COMPLETENESS, NON-INFRINGEMENT, OR THAT THE SERVICE OR SOFTWARE WILL PERFORM WITHOUT INTERRUPTION OR WILL BE ERROR FREE, AND ANY WARRANTY REGARDING CUSTOMER’S (OR ITS AUTHORIZED USERS’) USE OF THE

SERVICE, SOFTWARE, PROVIDER CONTENT, PROVIDER DATA OR ANY INFORMATION OBTAINABLE THEREFROM, ANY DECISION MADE USING THE SERVICE, SOFTWARE, UNAUTHORIZED ACCESS TO THE SERVICE OR SOFTWARE, OR CUSTOMER’S USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH THE SERVICE OR SOFTWARE IS EXPRESSLY DISCLAIMED. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROVIDER MAY MAKE CHANGES TO THE SERVICE OR SOFTWARE FROM TIME TO TIME, OR THE CORRESPONDING DOCUMENTATION, AND THOSE CHANGES WILL NOT BE DEEMED TO GIVE RISE TO BREACH OF WARRANTY OR IMPOSE ANY LIABILITY ON PROVIDER.

10. INDEMNIFICATION

10.1 **Provider Indemnification.** Provider will defend Customer and its Representatives (each, a “**Customer Indemnitee**”) from and against any and all third-party claims, demands, lawsuits, or legal actions: (a) alleging that the Provider IP infringes or violates an Intellectual Property Right of a third party; (b) arising from Provider’s failure to perform under Section 4.1 (Data Use and Disclosure) or Section 4.3 (Data Protection) above; or (c) arising from Provider’s violation of its obligations under this Agreement with respect to Confidential Information (each of (a), (b), and (c), a “**Provider Indemnified Claim**”), and indemnify each Customer Indemnitee from and against any and all out of pocket damages, expenses and/or other costs awarded against it (including reasonable attorney’s fees associated therewith) in a final, non-appealable judgment in connection with a Provider Indemnified Claim. Provider’s obligations under this Section 10.1 do not apply to any Excluded Condition.

10.2 **Customer Indemnification.** Customer will defend Provider and its Affiliates and Representatives (each, an “**Provider Indemnitee**”) from and against any and all third-party claims, demands, lawsuits, or legal actions: (a) alleging that any Customer IP or Customer Marks infringe or violate an Intellectual Property Right of a third party; (b) arising from any matter for which Customer is responsible under Section 3 (Customer Responsibilities) above; (c) violation by any Authorized User of the Authorized User Terms of Use Policy; or (d) arising from violation by Customer of its obligations under this Agreement with respect to Confidential Information (each of (a), (b), (c), and (d), a “**Customer Indemnified Claim**”), and indemnify each Provider Indemnitee against any damages, expenses and/or other costs awarded against it including reasonable attorneys’ fees associated therewith) in connection with a Customer Indemnified Claim.

10.3 Indemnification Conditions.

a. As an express condition to either party’s duty to defend or indemnify under this Section 10, the person or entity seeking defense or indemnification must: (i) give the defending and indemnifying party prompt written notice of the applicable claim, demand or legal action; (ii) allow the defending and indemnifying party sole control of the defense and settlement; and (iii) reasonably cooperate in the defense and settlement at the defending and indemnifying party’s reasonable cost, except that the indemnified person or entity will not be required to make any settlement payment unless the

defending and indemnifying party agrees to include that payment as an indemnified expense.

b. In the event of any claim, demand, legal action or notice alleging infringement of Provider IP, Provider may either: (i) replace or modify the Provider IP in whole or in part in a manner that does not materially degrade the Service; (ii) obtain a license or other grant of rights necessary to continue to provide the Provider IP in accordance with this Agreement; or (iii) terminate this Agreement upon written notice to Customer. In such event, Provider's sole liability will be its obligations under Section 10.1 above and to refund to Customer any pre-paid but unused fees.

11. LIMITATIONS OF LIABILITY

11.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, WHETHER UNDER ANY THEORY OF CONTRACT, NEGLIGENCE, INTENTIONAL OR UNINTENTIONAL TORT, OR ANY OTHER LEGAL THEORY, FOR LOST REVENUE, LOST PROFITS, LOST DAMAGES, LOSS OF DATA, LOSS OF USE, ANY CLAIM OR ACTION OF ANY THIRD PARTY (EXCEPT UNDER SECTION 10 (INDEMNIFICATION) OF THIS AGREEMENT), OR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, WHETHER OR NOT SUCH PARTY OR ITS AFFILIATE MAY HAVE ANTICIPATED OR BEEN ADVISED OF SUCH DAMAGES.

11.2 THE TOTAL CUMULATIVE LIABILITY OF PROVIDER AND ITS REPRESENTATIVES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY ORDER FORM OR THE SUBJECT MATTER HEREOF, WHETHER UNDER CONTRACT, TORT OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE DATE ON WHICH THE FIRST OF ANY SUCH LIABILITIES AROSE. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY DAMAGES FOR BREACH OF CONTRACT UNDER THIS AGREEMENT OR ANY ORDER FORM UNLESS SUCH PARTY FIRST PROVIDED THE BREACHING PARTY WITH AT LEAST THIRTY (30) DAYS' PRIOR WRITTEN NOTICE OF SUCH BREACH AND AN OPPORTUNITY FOR SUCH BREACHING PARTY TO CURE SUCH BREACH WITHIN THOSE THIRTY (30) DAYS.

11.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITATIONS IN THIS SECTION 11 WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

12. GENERAL TERMS

12.1 **Relationship of the Parties.** Each party agrees that it is an independent entity and that nothing in this Agreement creates a partnership, joint venture, fiduciary, agency, or affiliate relationship between the parties. Each party is solely responsible for the supervision, management, direction and payment of compensation and benefits to its own employees, contractors, and agents.

12.2 **Force Majeure.** Neither party will be deemed to be in default of its obligations under this Agreement or any Order Form (other than an obligation to pay money) to the extent that performance of its obligations or attempts to cure any breach are materially delayed or prevented by reason of any event that is beyond the reasonable control of that party and could not reasonably have been foreseen and protected against by that party, including any breakdown, damage or destruction of equipment, delay in, shortage of, or inability to secure: fuel, utilities, services, materials, information, transportation, or labor due to enemy or hostile action, sabotage, war, terrorism, blockade, insurrection, government declared emergency, riot, epidemic, pandemic, viral outbreak, flood, earthquake, act of God, pandemic, epidemic, governmentally-imposed isolations or quarantines, civil disturbance, explosion, fire or other casualty, provided that the non-performing party gives the other party prompt written notice of the event. If the delay or nonperformance by Provider as described in this Section 12.3 continues for a period of at least forty-five (45) consecutive days, then Customer may elect to terminate this Agreement by written notice no more than thirty (30) days' after the end of the forty-five (45) day period, and receive a refund of any pre-paid fees for unused portions of the remaining Service Period (effective as of the start of the period of force majeure). This Section 12.3 does not apply to payment obligations.

12.3 **Notices.** All notices and other communications required or permitted under this Agreement will be in writing and will be deemed duly given if hand delivered against a signed receipt therefor, sent by certified mail, return receipt requested, first class postage prepaid, sent by nationally recognized overnight delivery service, or sent by electronic mail (read-receipt requested), in each case addressed to the party entitled to receive the same at the address set forth in the Order Form. Either party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice.

12.4 **Assignment.** Customer shall not and may not assign or delegate any of its rights or obligations under this Agreement without prior written consent from Provider, except that Customer may assign this Agreement to an Affiliate or successor-in-interest by merger, acquisition of all of Customer's equity, or a sale of all of Customer's assets. Provider may freely assign and/or delegate any of its rights and obligations hereunder. Any purported assignment or delegation in violation of this paragraph is void and constitutes a material breach of this Agreement. In the event of a permitted assignment, the assigning party will provide not less than ten (10) days' prior written notice of the assignment to the other party. Subject to the foregoing, this Agreement inures to the benefit of and is binding on each of the parties, their successors, permitted assigns and legal representatives.

12.5 **Documentation and Policy Changes.** Provider may make reasonable changes to the Documentation or any policy referenced in this Agreement (including without limitation the Support & Maintenance Policy and the Authorized User Terms of Use Policy), or the hyperlink, Exhibit, Schedule or other means of access to the Documentation or policy. If Customer believes that any change creates a materially new obligation of Customer, materially degrades the applicable policy, or

materially diminishes the Service taken as a whole (each, a "**Material Adverse Change**"), then Customer may, within thirty (30) days of Provider providing notice of such change, object to such Material Adverse Change by delivering written notice to Provider. Any objection notice must set forth the basis of the objection with reasonable particularity. In the event of such an objection, the Material Adverse Change will not be deemed effective as to Customer for thirty (30) days, and Provider and Customer will work together reasonably, and in good faith, to resolve the objection. If, within that thirty (30) day period, the objection is not resolved and Customer delivers a further written notice of objection within ten (10) days of the end of such period, then the Material Adverse Change will remain ineffective as to Customer and Provider will have ten (10) days from Provider's receipt of such further written notice in which to notify Customer that the Material Adverse Change will not apply to Customer for the remainder of the Term. If Provider does not provide such notice within ten (10) days, then Customer may terminate this Agreement for convenience (and without cost or penalty) if it provides Provider with written notice of termination within ten (10) days, with the effective date of such termination to be no later than thirty (30) days from the date of the termination notice. Upon any such termination, Customer will not owe any additional fees to Provider under this Agreement or any Order Form.

12.6 Third-Party Beneficiaries. Except for the parties, no other person has any rights, interest or claims under this Agreement or any Order Form, or is entitled to any benefits under or on account of this Agreement or any Order Form, as a third-party beneficiary or otherwise.

12.7 Governing Law; Venue. This Agreement is governed by, and will be construed in accordance with, the laws of the Commonwealth of Pennsylvania, without regard to the conflict of law principles thereof or of any other state. The United Nations Convention on Contracts for the International Sale of Goods, and the Uniform Computer Information Transactions Act will not apply to this Agreement or the transactions contemplated hereby. Any lawsuit action, or proceeding related to this Agreement, its subject matter, any breach hereof or any termination will be heard exclusively in the federal or state courts located in Berks County, Pennsylvania, and the parties hereby submit to the personal jurisdiction of and venue in those courts.

12.8 Rules of Interpretation. It is the intention of the parties that, if a court of competent jurisdiction determines that any provision of this Agreement is unenforceable, the remaining provisions of this Agreement will remain in full force and effect. In the event of any conflict between this Agreement and an Order Form, addendum or exhibit, this Agreement will be given precedence, except as expressly set forth in the applicable Order Form, statement of work, addendum or exhibit. Unless explicitly specified to the contrary, the word "including" wherever used herein means "including, but not limited to". This Agreement shall 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.

12.9 Entire Agreement; Amendment; and Waiver. No Order Form or addendum or exhibit to this Agreement is binding on the parties unless agreed by both parties in writing. Each binding Order Form, addendum and exhibit is incorporated into and made part of this Agreement. This Agreement supersedes all prior discussions, statements, representations and agreements, oral or written, between the parties relating to the subject matter of this Agreement and constitutes the entire agreement between the parties relating to its subject matter. This Agreement may be amended, modified, or supplemented only by a written document signed by an authorized representative of each party. The failure of either party, at any time, to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party does not constitute a waiver of such right or remedy with respect to any other breach or failure by the other party.

12.10 Counterparts. This Agreement may be executed by facsimile or other electronic means, and in one or more counterparts, each of which is deemed to be an original, but all of which together constitute one and the same Agreement. Original signatures transmitted and received by means of facsimile, e-mail, or other electronic transmission of a scanned document, (e.g., pdf or similar format) will constitute true and valid signatures for all purposes hereunder and will have the same force and effect as the delivery of an original.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, each party hereto, intending to be legally bound, has caused its duly authorized representative to execute this Agreement effective as of the Effective Date first above written.

BY SIGNING THIS AGREEMENT (DIGITALLY OR OTHERWISE), CLICKING ON THE "I AGREE" BUTTON BELOW OR THE "I ACCEPT THIS QUOTE" BUTTON ON ANY QUOTE OR ORDER FORM INTO WHICH THIS AGREEMENT WILL BE INCORPORATED, OR USING PRODUCTS OR SERVICES DESCRIBED IN THIS AGREEMENT OR ASSOCIATED QUOTE OR ORDER FORM, CUSTOMER ACKNOWLEDGES THAT CUSTOMER HAS READ AND UNDERSTOOD THIS AGREEMENT AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN.

PROVIDER:

AUTOSIGMA, LLC

By: _____
[Signature]

Name: _____
[Print/Type]

Title: _____

CUSTOMER:

[CUSTOMER NAME]

By: _____
[Signature]

Name: _____
[Print/Type]

Title: _____

Exhibit A

SUPPORT & MAINTENANCE POLICY

During the term of the Agreement, Provider shall provide Customer with the following maintenance and support services:

1. Defect Resolution. Provider will use commercially reasonable efforts to correct Defects (as hereinafter defined) in the Service within a reasonable time after Provider reports a Defect to Provider or Provider otherwise learns about a Defect.
2. Software Updates. Provider will make Updates (as hereinafter defined) to the Service available to Customer as and when such Updates are made available by Provider to its customers generally or, if Provider does not have any other customers, as soon as reasonably practicable. All Updates that are provided to Provider will be subject to all of the terms and conditions of the Agreement. For the avoidance of doubt, Provider will not be required to provide Customer with any enhancements, modifications, upgrades, improvements or other change in or to the functionality of the Service. For the further avoidance of doubt, any Updates to the Service made by the Provider may eliminate or make unavailable certain features of the Service. Provider shall not have any obligation to restore or make available any such features to Customer.
3. Telephone/E-Mail/Online Support. During Provider's normal business hours on Mondays through Fridays (excluding holidays), Provider will provide Customer's Authorized Users with access to Provider's support personnel via telephone, e-mail, and/or such online ticketing system as may be designated by Provider from time to time, as reasonably necessary or appropriate under the circumstances, to answer questions and/or provide guidance and assistance in the use and operation of the Service.
4. Customer Cooperation. Customer will cooperate with Provider by granting all reasonable and necessary access and login capabilities to the Service and by providing Provider with all data and information that may be reasonably required by Provider to correct a Defect.
5. Update Training. After providing an Update to Customer, Provider will provide Customer with instructions and guidelines on the use of such Update, in written or electronic form.
6. Definitions. As used in this Exhibit, the following terms will have the following meanings:
 - (a) "Defect" will mean any programming or software design error that impairs the performance, utility and/or functionality of the Service, as well as any failure of the Service to conform to the specifications for the Service. Notwithstanding the foregoing, the term "Defect" will not include any such failure that is caused by: (i) the use or operation of the Service with any third party software or in an environment or with an operating system configuration other than as intended or recommended by Provider, including any use or operation not in accordance with the Documentation, Provider's published policies, the Agreement or any applicable Order Form; (ii) modifications to the Service not made by or at the request of Provider; (iii) Customer's or its Authorized User's internet connectivity; (iv) the failure to implement critical updates and security patches released by the operating system's manufacturer; (v) any bug, defect or error in third party software or any other failure of such third-party software to conform to its published specifications; (vi) failure, interruption, outage, or other problem with any software, hardware, system, network, facility, or other matter not supplied by Provider pursuant to this Agreement; or (f) schedule downtime for routine maintenance of the Service.
 - (b) "Update" will mean executable code for change to or modifications of the Service that correct the functioning of the Service, including, but not limited to, the correction or elimination of any bug, defect, or error in the Service.

Exhibit B

AUTHORIZED USER TERMS OF USE POLICY

This Authorized User Terms of Use Policy ("**Terms of Use**") governs your use and access to the software-as-a-service (the "**Service**"), including all software, user manuals, technical manuals, and any other materials provided by AutoSigma, LLC, in printed, electronic, or other form, that describe the Service, its components, or its use or specifications (the "**Documentation**") available to you ("**you**" or "**your**") for use pursuant to and subject to a Software-as-a-Service Agreement (the "**SaaS Agreement**") between AutoSigma, LLC ("**Provider**") and your employer or the person that has engaged you as a contractor ("**Customer**").

BY USING OR ACCESSING THE SERVICE AND/OR ANY OF THE DOCUMENTATION, INCLUDING ANY SOFTWARE INCLUDED THEREIN, YOU ARE ACCEPTING AND AGREEING TO BE LEGALLY BOUND THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, DO NOT USE OR ACCESS THE SERVICE AND/OR ANY OF THE DOCUMENTATION, INCLUDING ANY SOFTWARE INCLUDED THEREIN.

1. Grant of Use and Access. Subject to your strict compliance with these Terms of Use, Licensor hereby grants you a non-exclusive, non-transferable, non-sublicensable, limited license to use and access the Service solely in accordance with the Documentation and in accordance with the SaaS Agreement. The foregoing license will terminate immediately on the earlier to occur of:

- a. the expiration or earlier termination of the SaaS Agreement; or
- b. your ceasing to be authorized by Customer to use or access the Service for any or no reason.

2. Use Restrictions. You shall not, directly or indirectly:

- a. use or access the Service or Documentation except as set forth in Section 1;
- b. copy any of the software included in the Service or in the Documentation (all such software, the "**Software**"), in whole or in part;
- c. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Service, the Documentation, the Software, or any part thereof;
- d. combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;
- e. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Service, the Software, or any part thereof;
- f. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices included on or in the Service, Documentation, or Software, including any copy thereof;
- g. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise provide any access to or use of the Service, Documentation, Software or any features or functionality thereof, for any reason, to any other person or entity, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, 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;
- h. use the Service, Documentation, or Software in, or in association with, the design, construction, maintenance, or operation of any hazardous environments or systems, including:
 - (i) power generation systems;
 - (ii) aircraft navigation or communication systems, air traffic control systems, or any other transport management systems;
 - (iii) safety-critical applications, including medical or life-support systems, vehicle operation applications, or any police, fire, or other safety response systems; and
 - (iv) military or aerospace applications, weapons systems, or environments.
- i. use the Service, Documentation, or Software in violation of any law, regulation, or rule; or
- j. use the Service, Documentation, or Software for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Provider's commercial disadvantage.

3. Compliance Measures. The Service and Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against use of the Software:

- a. beyond the scope of the license granted to pursuant to Section 1; or
- b. prohibited under Section 2.

You shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

4. Collection and Use of Information. Provider may, directly or indirectly through the services of others, collect and store information regarding use of the Service and Software by means of: (i) providing maintenance and support services; and (ii) security measures included in the Service and Software as described in Section 3. You agree that the Provider may use such information for any purpose related to any use or access of the Service and/or Software by you, including but not limited to improving the performance of the Service and Software or developing updates and verifying compliance with the terms of this Agreement and enforcing Provider's rights, including all intellectual property rights in and to the Service, Software, and Documentation.

5. Intellectual Property Rights. You acknowledge that the Service, Software, and Documentation is provided under license, and not sold, to you. You do not acquire any ownership interest in the Service, Software, and Documentation under this Agreement, or any other rights to the Service, Software, and Documentation other than to use Service, Software, and Documentation in accordance with the license granted under this Agreement, subject to all terms, conditions, and restrictions. Provider and its licensors and service providers reserve and shall retain their entire right, title, and interest in and to Service, Software, and Documentation and all intellectual property rights arising out of or relating to Service, Software, and Documentation, subject to the license expressly granted to the Customer in this Agreement. You shall use commercially reasonable efforts to safeguard all Software (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access.

6. Disclaimer of Liability. IN NO EVENT WILL PROVIDER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO YOU FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE SERVICE, SOFTWARE, OR DOCUMENTATION. YOU ARE PROVIDED THE SERVICE, SOFTWARE, AND DOCUMENTATION PURSUANT TO THE SAAS AGREEMENT BETWEEN PROVIDER AND CUSTOMER, SOLELY FOR THE BENEFIT OF CUSTOMER AND AT CUSTOMER'S DISCRETION. YOU ACKNOWLEDGE THAT YOU HAVE NO RIGHTS UNDER THAT AGREEMENT INCLUDING ANY RIGHTS TO ENFORCE ANY OF ITS TERMS. ANY OBLIGATION OR LIABILITY PROVIDER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR LICENSORS OR SERVICE PROVIDERS, MAY HAVE WITH RESPECT TO YOUR USE OR INABILITY TO USE THE SERVICE, SOFTWARE, AND DOCUMENTATION SHALL BE SOLELY TO CUSTOMER PURSUANT TO THAT AGREEMENT AND SUBJECT TO ALL LIMITATIONS OF LIABILITY SET FORTH THEREIN.

7. User Obligations. You agree to abide by these Terms of Use any policies made available to you through the Service and/or the Software, including but not limited to Provider's privacy policy, which policy Provider may modify in its reasonable discretion from time to time. You agree to keep your account information, such as your account username and password, confidential. You are responsible for the activity that happens on or through your account. You shall (i) notify Provider and Customer immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Provider and Customer immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of content that is known or suspected by you; and (iii) not impersonate another user or provide false identity information to gain access to or use the Service, Documentation, or Software.

8. Governing Law. These Terms of Use are governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of Commonwealth of Pennsylvania or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Commonwealth of Pennsylvania.