This Data Virtuality Master License and Services Agreement (the "Agreement") is made between Data Virtuality, Inc., a Delaware corporation ("Data Virtuality") and each party (a "Client") that executes an Order Form for the Services, as defined below. Between Data Virtuality and each Client the Agreement consists of the Terms and Conditions, following schedules ("Schedules"), each Order Form, including any exhibits, and each amendment of any of the foregoing. This Agreement is effective as of the contract start date specified in the Client's initial Order Form, or if not further specified as of the date of signature of Client's initial Order Form (the "Effective Date"). By executing the initial Order Form, Client agrees to all the terms set forth below.

TERMS AND CONDITIONS

1. **GENERAL**

    1.1.   The following terms and conditions ("Terms and Conditions") apply to this Agreement and all of its Schedules and other attachments. In the event of any conflict, the provisions of these Terms and Conditions will supersede any contradictory provisions in any of the Schedules or attachments hereto.

    1.2.   Pursuant to this Agreement Data Virtuality will provide, and the Client will purchase and pay for, (a) the Software Services set forth in Schedule A and (b) the Maintenance Services set forth in Schedule B, (c) the Connectors set forth in Schedule C, and any future software and related services set forth in a written schedule signed by both Parties.

    1.3.   By placing an order on the website, the Client makes a binding offer by clicking on the button: "Commit to Buy" to order the relevant product and/or service. Before the final transmission of the initial order, the Client will be provided with a summary of the order and the data provided in the order to detect input errors. At this stage, the Client may correct the order and the given data via "Change order". Data Virtuality will also make available this Agreement or a link for the purpose of retrieving or downloading this Agreement together with the order summary for the Licensed Software.

    1.4.   The receipt of the order is confirmed electronically in a pop-up window, which shall not constitute an acceptance of the order. The order shall be deemed to be accepted by Data Virtuality either upon subsequent (e-mail) acceptance of the order or by granting access to use the platform. The contract with the Client shall not become effective until the acceptance of Data Virtuality.

    1.5.   A contract can also be concluded by contacting Data Virtuality directly, e.g. via the "Contact Us" button on the website. After direct contact with Data Virtuality, the Client will receive an individual, written offer from Data Virtuality sent by e-mail. Data Virtuality is bound to its offers for 60 days, unless Data Virtuality communicates another period in the offer. Upon receipt of the acceptance signed by the Client, a contract for the Licensed Software is concluded between the Client and Data Virtuality.

2. **DEFINITIONS**. As used in this Agreement, and in addition to any other terms defined in this Agreement, the following terms will have the following meanings:

    2.1.   **"Client Technology"** means any (i) source code, graphics, audio, video, diagrams, photographs, equipment, materials, documentation, technology, software and other Client-

specific content that is furnished, provided, created or developed by Client or its designated third-party provider in connection with this Agreement, (ii) any modifications, improvements to, or derivative works of the foregoing, and (iii) any Intellectual Property Rights therein.

2.2. **"Confidential Information"** means (a) all information regarding the business, business concepts, business relationships, business ideas of the disclosing party and their customers; (b) information of a Party, to the extent not a Trade Secret, that possesses an element of value to such Party; (c) information that the disclosing party identifies as being proprietary or confidential or that, given the nature of the information or the circumstances surrounding disclosure the receiving Party knows or should know that the disclosing Party considers such information as confidential or proprietary; ; (d) information of any third party (such as suppliers, vendors, or contractors) which has been provided to such Party and that such Party is obligated to treat as confidential including Client Data (as defined below); and (e) the terms of this Agreement.

2.3. **"Deliverables"** means, as applicable, the tangible or otherwise perceptible presentation of Services, Licensed Software, Documentation, and all other tangible work product related thereto that are provided or developed by Data Virtuality hereunder and are to be delivered to Client, in each case expressly excluding Client Data, Client Technology and/or any Client Confidential Information.

2.4. **"Documentation"** means the user documentation and any other operating, training, and reference manuals, including such documentation presented in electronic form, relating to the use of the Licensed Software, as supplied by Data Virtuality to Client, as well as any derivative works thereof.

2.5. **"Intellectual Property Rights"** means a party's intellectual property and proprietary rights, however characterized, including, but not limited to ideas, processes, techniques, inventions, formulas, technologies, know-how, data, discoveries, works of authorship, copyrightable works, patent rights, trade secret rights, copyright rights, trademark rights, service mxxx rights, and any enhancements, improvements, derivative works, and other derivations thereof (whether now in existence or hereafter developed, invented or otherwise derived)..

2.6. **"Licensed Software"** means the software developed and utilized by Data Virtuality in the provision of Services pursuant to this Agreement, which may include Third Party Software, in whatever media rendered. The Licensed Software is described in more detail in the SaaS Contract or other contract relating to the use of the Licensed Software and the application documentation. For clarity, the source code is not part of the Licensed Software. The application documentation is stored in the product and can also be accessed and downloaded by Clients online at any time during the Term at https://docs.datavirtuality.com/.

2.7. **"Licensed User"** means an employee, contractor or agent of Client who is authorized by Client to access and use the Licensed Software, to whom a password and user ID has been issued by Client and whose access to the Licensed Software has not been terminated, suspended or surrendered.

2.8. **"Location"** means the single physical location designated by a unique mailing address set forth in the applicable Offer where the Licensed Software is authorized.

2.9. **"Owner"** refers to the party disclosing Confidential Information hereunder, whether such party is Data Virtuality or Client and whether such disclosure is directly from Owner or through Owner's employees or agents.

2.10. **"Party"** and **"Parties"** means Data Virtuality and/or Client, individually or collectively as applicable.

2.11. **"PII"** means identifiable information about any person or entity, including, without limitation, name, email address, physical address, telephone number, credit card and other financial information, order processing information and other non-public, identifying information.

2.12. **"Recipient"** refers to the Party receiving any Confidential Information hereunder from or through the other Party, whether such Party is Data Virtuality or Client and whether such disclosure is received directly or through Recipient's contractors or agents.

2.13. **"Services"** means the services to be provided by Data Virtuality under this Agreement, as applicable, including the (a) "Software Services" described on Schedule A, (b) the "Maintenance Services" described on Schedule B, (c) the "Connectors" described on Schedule C, and (d) any other services that Data Virtuality provides, or is obligated to provide, as more particularly set forth in a Schedule pursuant to this Agreement.

2.14. **"Third Party Software"** means software developed by any party other than Data Virtuality and utilized by Data Virtuality in the provision of Services.

2.15. **"Trade Secrets"** means information of a Party, without regard to form, including, but not limited to, scientific, technical or nontechnical data, source code, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a design, a process, a procedure, an improvement, invention, plan, product development efforts, product plans, financial data, or financial plans which are not commonly known by or available to the public and which are used by and known only to such Party, and to their employees and independent contractors to whom it has been confided to in order to achieve its intended use, whether existing in oral or tangible form and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts by such Party that are reasonable under the circumstances to maintain its secrecy.

3. **INTELLECTUAL PROPERTY OWNERSHIP**

3.1. All Intellectual Property Rights in and to the Deliverables and any and all enhancements, suggestions, contributions, modifications or additions that are contributed or added thereto by Data Virtuality will remain vested in Data Virtuality and/or its licensors. Except as expressly set forth in this Agreement, no right or implied license or right of any kind is granted to Client, regarding the Deliverables, including, but not limited to, any right to use, reproduce, market, sell, sublicense, translate, distribute, transfer, adapt, modify, prepare derivative works based upon, disassemble, decompile, or reverse engineer the Deliverables, or any portions thereof, or obtain possession of or derive any software source code or other technical material relating to the Licensed Software. Client must promptly notify Data Virtuality and furnish Data Virtuality with reasonable details if Client has actual knowledge of any unauthorized possession, use or disclosure of any Deliverable. Client will cooperate reasonably with Data Virtuality, at Data Virtuality's sole cost and expense,

in connection with any litigation or other proceedings involving the protection of the Intellectual Property Rights of Data Virtuality in the Deliverables.

4. FEES AND PAYMENT TERMS

4.1. **Fees and Payments.** In consideration of all Services performed by Data Virtuality in accordance with this Agreement, Client will pay to Data Virtuality all fees due Data Virtuality under this Agreement (as applicable, the "Fees") in U.S. dollars within fourteen (14) days of receipt by Client of Data Virtuality's invoice specifying the amounts due. Notwithstanding the foregoing, Client shall have the right to dispute in good faith any invoice submitted to Client by Data Virtuality within fourteen (14) days following Client's receipt thereof; otherwise, the invoice shall be deemed to be accepted by Client. The Parties shall negotiate in good faith to promptly resolve any such dispute. In no event shall Client's notice of dispute relieve Client of its obligation to pay, in full, all undisputed amounts as and when due.

4.2. **Pricing Changes.** In the case of annual or multi-year licenses, the agreed annual Fee shall automatically increase by 7.5% at the beginning of the second term of the license and by 7.5% in each of the subsequent years based on the Fee in effect at the respective renewal date. For monthly licenses, the agreed monthly Fee shall automatically increase by 7.5% at the beginning of every 13th month of the license based on the license Fee in effect at the respective renewal date.

4.3. **Expenses.** Client will reimburse Data Virtuality for all project-related expenses, including air/rail fares, hotel, car rental/fuel expenses/mileage (as applicable), communications, meals, copies and other per diem expenses, reasonably incurred in providing the Services ("**Expenses**"); provided, that (i) such Expenses have the prior written approval of Client and (ii) Data Virtuality shall provide to Client, together with the applicable invoice therefor, reasonable supporting documentation for any such Expenses. For the avoidance of doubt, such Expenses shall not include Data Virtuality's general corporate overhead, salaries, rent, or any other non-specific indirect costs or expenses.

4.4. **Taxes.** The Fees and any Expenses due to Data Virtuality are net amounts to be received by Data Virtuality, exclusive of all sales, use, withholding, excise, value-added, ad valorem taxes or duties incurred by Client as a result of Client's receipt of Services pursuant to this Agreement (excluding any taxes based solely on Data Virtuality's net income). Client will be solely responsible for and will pay any and all amount required in any jurisdiction outside the U.S.to be withheld, charged, deducted, or assessed against such payment amounts.

4.5. If the Client fails to timely make any payment of the Fees, Data Virtuality may, in its sole discretion, take any or all of the following actions: (a) restrict or suspend the Client's access to the Licensed Software until all past due payments are made, (b) terminate this Agreement in accordance with Section 12.2 if the amount due is not paid when due, or (c) accelerate the payment such that all unpaid payments of the Fee for the remainder of the Term shall be immediately payable. Data Virtuality shall have the right to charge interest in arrears of 9.0% per year (or, if less, the highest rate permitted by law), calculated on a daily basis, on any late payments. Restriction or suspension of the Client's online access to the Licensed Software during the period of non-payment shall have no effect on the term of this Agreement nor on the Client's obligation to pay the Fees.

5. **SUBCONTRACTORS**. In performing its obligations under this Agreement, Data Virtuality may engage subcontractors as it determines may be necessary; provided that Data Virtuality shall obtain Client's prior written consent prior to engaging any such subcontractor. If Data Virtuality engages any subcontractors or other third parties to perform any portion of the Services, Data Virtuality shall remain fully responsible for the performance of such contractors in accordance with its obligations hereunder.

6. **CONFIDENTIALITY.** Each Party hereunder (as applicable, the "Owner") may disclose to the other Party (as applicable, the "Recipient") certain Confidential Information of the Owner. Recipient agrees not to use and to hold the Confidential Information of Owner in confidence through the exercise of the same degree of care as Recipient uses to protect its own confidential information of similar sensitivity against unauthorized use, access and disclosure (but in any event, not less than a reasonable degree of care), and not to use the Confidential Information of Owner for any purpose whatsoever other than as expressly contemplated by this Agreement. Client acknowledges that the Licensed Software and Documentation are the Confidential Information of Data Virtuality and/or Data Virtuality's licensors, and Client agrees to treat such information as Confidential Information in accordance with the terms of this Agreement. Data Virtuality acknowledges that any Client Technology and any transactional data generated by Client utilizing the Licensed Software (the "Transactional Data") is Confidential Information of Client and Data Virtuality agrees to treat all such information as Confidential Information in accordance with the terms of this Agreement. For purposes of this Section 6, Trade Secrets shall be considered Confidential Information, and with respect to Trade Secrets of Owner received by Recipient, the obligations of Recipient under this Section 6 will continue for so long as such information constitutes a trade secret under applicable law. With regard to all other Confidential Information, the obligations of Recipient under this Section 6 will continue for the Term and for a period of one (1) year thereafter. Notwithstanding the foregoing, Confidential Information shall not include information Recipient can demonstrate was: (i) already known to Recipient, without obligation to keep such information confidential, at the time of Recipient's receipt of information from or through Owner; (ii) received by Recipient in good faith from a third party not known by Recipient to have a legal or contractual obligation to keep such information confidential; or (iii) generally available to the public at the time of Recipient's receipt. A Recipient may disclose Confidential Information in response to a judicial order, subpoena, or other lawful order of the government; provided, however, the Recipient will give reasonable advance notice of disclosure in compliance with any such requirement (unless prohibited by law) to the Owner and will cooperate reasonably with any effort of the Owner to obtain a protective order or other legally appropriate assurance of confidentiality. If Recipient discloses or uses (or threatens to disclose or use) any such confidential and/or proprietary information in breach of this section 6, Owner shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the Parties that any other available remedies are inadequate.

7. **TRADEMARKS AND TRADE NAMES.** Except as expressly set forth in this Agreement, no license is granted to either Party to use the other Party's trade names and trademarks. All permitted use of such marks by either Party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

8. **DATA OWNERSHIP; SECURITY BREACH**

   8.1.   As between Data Virtuality and Client, Client owns all right, title and interest in and to (a) any data provided to Data Virtuality by Client in connection with this Agreement and (b) any data collected by Data Virtuality on Client's behalf in connection with this Agreement

(collectively, "Client Data"). Data Virtuality's use of such Client Data shall not create in Data Virtuality's favor any right, title or interest therein. Data Virtuality recognizes the proprietary and confidential nature of the Client Data and the irreparable harm that would occur from unauthorized disclosure. Data Virtuality shall protect against any anticipated threats or hazards to the security or integrity of Client Data and protect against unauthorized access to or use of such Client Data that could result in harm or inconvenience to the person or entity to whom such data pertains or belongs.

8.2.   In the event of any actual or suspected access, use, misuse, acquisition, destruction, loss, misappropriation, compromise, release or disclosure (or attempted access, use, misuse, acquisition, destruction, loss, misappropriation, compromise, release or disclosure) to or of any Client Data (including PII) in the possession, custody or control of, Data Virtuality (a "**Security Breach**"), Data Virtuality shall, at its sole cost and expense: (i) notify Client promptly (and in no event later than 24 hours) after Data Virtuality learns of such Security Breach; (ii) promptly investigate such Security Breach and provide assistance to Client and any third party retained by Client in connection with any investigation that Client may desire to conduct with respect to such Security Breach; (iii) take all actions required of Data Virtuality (as determined in Data Virtuality's reasonable discretion) to promptly remediate the Security Breach, and (iv) indemnify, defend and hold Client, its affiliates, and each of their respective employees, officers, directors and managers (collectively, "Client Indemnitees") harmless against any damages, liabilities, actions, claims, fees, costs and expenses (including reasonable attorneys' fees) as a result of any claims, suits, or proceedings ("Claims") brought against Client by a third party in connection with such Security Breach. Unless required by applicable law, Data Virtuality shall not (x) make any public announcements relating to such Security Breach without first consulting with, and obtaining the prior written consent of, Client or (y) notify any individual whose PII may have been affected by a Security Breach or any third party other than law enforcement of any Security Breach without first consulting with, and obtaining the prior written consent of, Client.

8.3.   To the extent applicable, in the performance of this Agreement, Data Virtuality, and its agents and representatives, shall comply with the regulations of the General Data Protection Regulation ("GDPR"). Data Virtuality shall store and use Client Data (including PII) of the Client and the Client's customers only in accordance with the GDPR and for safeguarding legitimate interests within the scope of the purpose of this Agreement.

8.4.   Client shall comply with its legal obligations to observe the provisions of all applicable data protection laws, including the GDPR, as applicable pursuant to this Agreement.

9.   INDEMNIFICATION

9.1.   **IP Infringement.** Data Virtuality will indemnify, defend, and hold harmless Client and its affiliates and their respective officers, directors, employees, agents and other representatives (collectively, the "Indemnitees") against all liabilities, damages, claims, costs and expenses, interest, awards, judgments and penalties, including reasonable attorneys' and consultants' fees or other expenses (collectively "Damages") arising from any claims, actions, or proceedings, arising out of any claim that (a) (i) the Services, and/or Data Virtuality's provision thereof to Client and/or Client's use thereof, (ii) the Licensed Software, and/or Data Virtuality's provision thereof to Client and/or Client's use thereof, and (iii) the Deliverables, and/or Data Virtuality's provision thereof to Client and/or Client's

use thereof, infringes, violates or misappropriates any third party's proprietary rights including Intellectual Property Rights (a "Claim"), (b) Data Virtuality materially breaches any of its representations, warranties and/or covenants set forth in this Agreement, and/or (c) the gross negligence or willful misconduct of Data Virtuality or any of its officers, directors, employees, agents and other representatives. No indemnification shall apply in case Client or its affiliates and their respective officers, directors, employees, agents and other representatives are directly responsible for the infringement and/or misconduct. If Data Virtuality determines that its provision of the Services, Licensed Software and/or Deliverables is the subject of a Claim Data Virtuality will have the option, in its sole discretion and at its sole cost and expense, to (i) replace the Services, Licensed Software and/or Deliverables with other services, software and/or deliverables that avoid the alleged Claim, which replacement shall be completed by Data Virtuality within thirty (30) days following initiation of such Claim, (ii) modify the Services, Licensed Software and/or Deliverables to eliminate the source of the Claim, which modification shall be completed by Data Virtuality within thirty (30) days following initiation of such Claim, or (iii) cease to provide the applicable Services, Licensed Software and/or Deliverables and refund all Fees paid by Client in respect of the applicable Services, Licensed Software and/or Deliverables from the date on which such Claim first came into existence through the remainder of the Term. With respect to Claims arising pursuant to Section 9.1(a), Data Virtuality's execution and completion of the foregoing remedies will be Data Virtuality's sole liability, and Client's exclusive remedy, for any such Claim. In the event Data Virtuality implements options (i) or (ii) above, and if the replacements and/or modifications made in connection therewith materially diminish the value of the Services, Licensed Software and/or Deliverables provided to Client by Data Virtuality, as reasonably determined by Client, then the Client may terminate this Agreement on fifteen (15) days' notice and Data Virtuality will promptly refund all Fees paid by Client in respect of the applicable Services from the date on which such Claim first came into existence through the remainder of the Term, Licensed Software and/or Deliverables.

9.2.   **By Client.** Client will indemnify, defend, and hold harmless Data Virtuality, and its affiliates, officers, directors, employees, agents, and other representatives against all Damages arising from any claims, actions or proceedings, arising out of (i) any claims that the combination by Client of any Client software, content, data, marks or other materials provided by Client or utilized by Client with the Services infringes or violates any third party's valid patent, copyright or trade secret right under any applicable laws, (ii) Client's use of the Licensed Software in a manner not permitted by this Agreement, not permitted by Data Virtuality, or not in conformance with Data Virtuality's written requirements, or (iii) the acts or omissions of Client, its employees, and agents and all persons or entities who have access through Client to the Licensed Software.

9.3.   **Exceptions.** Data Virtuality will have no indemnity obligation for claims of infringement resulting or alleged to result from: (a) any combination, operation, or use of the Licensed Software or Services by Client with any programs or equipment not supplied by Data Virtuality or not specified in writing for such purpose (collectively, the "Combined Items") if such infringement would have been avoided absent the combination, operation, or use of such Combined Items, (b) any unauthorized modification of the Licensed Software by Client, or (c) Client's failure to implement any replacement or modification of the Licensed Software provided by Data Virtuality.

9.4. **Indemnification Procedure.** If any Party is entitled to indemnification under this Article 9, the Party seeking such indemnification (the **"Indemnified Party"**) must (i) promptly notify the Party obligated to provide indemnification (the **"Indemnitor"**) of the existence of the Claim (together with copies of any applicable documents or other relevant information); provided that any delay or failure to so notify the Indemnitor shall not relieve the Indemnitor from its responsibilities hereunder, except to the extent the Indemnitor is actually prejudiced by any such failure or delay; (ii) provide Indemnitor with reasonable assistance and cooperation in connection with the defense of the Claim, in each case at the Indemnitor's sole expense, and (iii) allow Indemnitor to control the Claim and any related settlement negotiations; provided that the Indemnified Party shall have the right to participate in such Claim or settlement negotiations with counsel at its selection and at its sole expense. The Indemnitor may not consent to entry of any judgment or enter into any settlement that imposes liability or obligations on the Indemnified Party or diminishes the Indemnified Party's rights without first obtaining the Indemnified Party's express written consent.

10. LIMITED WARRANTIES.

10.1. Data Virtuality represents, warrants and covenants that the Service and Licensed Software will perform as described in the Documentation when operated under normal use. This warranty shall not apply if: (a) the Service or Licensed Software is not used by Client in accordance with the Documentation or is used by Client in a manner for which it is not designed, contemplated or specifically recommended in writing by Data Virtuality, including without limitation any purpose other than the Purpose; (b) the Service or Licensed Software is adapted, modified, altered or tampered with by Client; (c) the Service or Licensed Software is used by Client in conjunction with any programs, hardware or other products not specified in the Documentation for use with the Licensed Software; or (d) the error is directly caused by Client.

10.2. Data Virtuality further represents, warrants and covenants all of the following to Client: (a) all Services rendered pursuant to this Agreement will be performed and/or created in a good, workmanlike and professional manner and consistent with generally applicable industry standards, level of care and skill; (b) Data Virtuality, and its officers, directors, employees, agents and other representatives shall comply with all laws, ordinances, rules, regulations and lawful orders of all governmental authorities as far as applicable to the Services provided by Data Virtuality in the respective jurisdiction; (c) Data Virtuality (and, as applicable, its officers, directors, employees, agents and other representatives) is/are properly licensed (if necessary) and qualified to perform all Services to be performed under this Agreement in the jurisdiction in which it is providing the Services; (d) Data Virtuality is not a party to any agreement or other arrangement, whether written or oral, that would prevent or restrict its ability to perform its obligations under this Agreement; (e) the Services, Licensed Software and/or Deliverables provided, or to be provided, by Data Virtuality hereunder do not violate any laws, ordinances, rules, regulations and lawful orders of any governmental authorities as far as applicable to the Services provided by Data Virtuality in the respective jurisdiction; (f) Data Virtuality is the owner of the Licensed Software and Deliverables and all aspects of the Services that it is required to perform under this Agreement, in each case excluding any Client Technology incorporated therein; and (g) the Services, Licensed Software and/or Deliverables provided, or to be provided,

by Data Virtuality hereunder do not misappropriate, infringe upon or violate the rights of any third party.

10.3. Data Virtuality further represents, warrants and covenants to Client that Data Virtuality shall ensure the Services, Licensed Software and Deliverables do not contain, and Data Virtuality will not insert into the Services, Licensed Software or Deliverables, any lock, dongle, clock, timer, counter, hardware key, copy protection feature, replication device, "virus" or "worm," as those terms are commonly used in the computer industry, or other software code that may (a) lock, disable, or erase any Services, Licensed Software or Deliverables, or any other software, programs, or data of Client, its affiliates or its or their respective customers or suppliers, (b) limit or prevent full use of the Services, Licensed Software or Deliverables as permitted under this Agreement, (c) harm or otherwise interfere with Data Virtuality's servers allocated to Client or data processing hardware (including terminals, auxiliary storage, and communication and peripheral devices), or (d) require action or intervention by Data Virtuality or any other person to allow use of the Services, Licensed Software or Deliverables as permitted under this Agreement.

10.4. Data Virtuality acknowledges and agrees that the timely performance of Services is of the essence in this Agreement, specifically (a) meeting of all deadlines for the provision of the Services as set out in this Agreement and (b) delivering work in accordance with this Agreement in the performance of Services. Should Data Virtuality be unable to meet the deadline(s) for provision of such Services and such delays are not caused by Client or others not under Data Virtuality's reasonable control, Client shall have the right to delay payment of those portions of the affected invoice(s) until such Services are provided otherwise in accordance with this Agreement.

10.5. **Remedies.** If Client discovers a deficiency, defect or error in the Services, Licensed Software or Deliverables, then Client shall submit to Data Virtuality a report describing such deficiency, defect or error in reasonable detail, and Data Virtuality shall, at Data Virtuality's sole cost and expense, promptly (i) re-perform such Services or remedy the applicable Deliverable and/or (ii) implement a temporary patch or workaround in the Licensed Software during a Scheduled Maintenance Window or another time period mutually agreed upon by Data Virtuality and Client. If Data Virtuality is unable to re-perform the Services, Licensed Software or Deliverables within thirty (30) days after delivery by Client of such report (or such longer period as mutually agreed in writing by the parties), then (i) Data Virtuality shall refund any payments that Client has made for such Services from the date such deficiency, defect or error first came into existence through the remainder of the Term, Licensed Software or Deliverables and (ii) Client may, at its option, terminate this Agreement with respect to any such Services, Licensed Software or Deliverables. In the event Data Virtuality re-performs the Services, Licensed Software or Deliverables and such re-performance materially diminish the value of the Services, Licensed Software and/or Deliverables provided to Client by Data Virtuality, as reasonably determined by Client, then Client may terminate this Agreement on fifteen (15) days' notice and Data Virtuality will promptly refund all Fees paid by Client in respect of the applicable Services, Licensed Software and/or Deliverables from the date such deficiency, defect or error first came into existence through the remainder of the Term.

10.6. **Exclusive Remedies.** Except as expressly set forth in any schedule or Offer, Client acknowledges and agrees that the remedies set forth in Section 10.5 sets forth Data

Virtuality's exclusive liability, and Client's exclusive remedy, for any breach of the warranty set forth in Section 10.1 herein.

10.7. **Disclaimer.** Except for the express warranties set forth in this agreement, Data Virtuality, its affiliates and suppliers (collectively, "Data Virtuality Parties") make no warranties whatsoever and provide the software and services on an "as is" and "as available" basis. except for the express warranties set forth in this agreement, to the maximum extent permissible by law, each of the parties hereto hereby disclaims all other warranties, whether express, implied or statutory, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement of third party rights, course of dealing, course of performance, availability, usage of trade, accuracy of informational content and system integration. Except for the express warranties set forth in this agreement, Data Virtuality does not warrant the operation of the services to be uninterrupted or error-free, that the services will operate in combination with other software or hardware products or that all deficiencies or errors are capable of being corrected. Furthermore, data virtuality does not warrant or make any representations regarding the use of the services or the results obtained therefrom or that the services will satisfy client's requirements. Data Virtuality does not warrant and is not responsible for any third party products or services.

11. LIMITATIONS OF LIABILITY.

11.1. **No Consequential or Like Damages.** In no event will either party or its affiliates or any of their officers, directors, employees, shareholders, agents or representatives be liable to the other party or any other person or entity for any indirect, special, incidental, exemplary or consequential damages or loss of profits or goodwill in any way relating to this agreement or resulting from the use of or inability to use any deliverable or the performance or non-performance of any services, even if such party has been notified in advance of the possibility or likelihood of such damages occurring, and whether such liability is based on contract, tort, negligence, strict liability, products liability or other theory of law or equity.

11.2. **Maximum Liability.** In no event will either party's aggregate liability to the other party under this agreement, whether for breach of contract, tort or any other legal theory, exceed three (3) times the fees received by Data Virtuality under this agreement during the twelve (12) month period immediately preceding the events giving rise to such liability.

12. TERM AND TERMINATION

12.1. **Generally.** This Agreement will commence on the Effective Date, and thereafter will remain in effect for the agreed term in the Order Form, subscription document or other document (the "**Initial Term**"). Each subscription will automatically renew for successive renewal terms (each a "**Renewal Term**") equal in length to the Initial Term, unless either Party provides the other Party with written notice of non-renewal at least ninety (90) days prior to the end of the then-current subscription term. In the case of a monthly subscription, a written notice of non-renewal shall be provided at least one (1) day prior to the end of the then-current subscription term. The Parties acknowledge that certain Schedules may expire or be terminated from time to time as expressly provided in the applicable Schedule. In the event of a termination of the Agreement in its entirety as permitted by the terms of this Agreement, all Schedules will also automatically thereupon terminate. (The Initial Term and any Renewal Terms are collectively referred to as the **"Term".**) Any reduction in the contractually agreed lease service necessitates a notice period of ninety (90) days for

annual terms before the respective end date of the current contract term. Enhancements or expansions of services can be initiated at any time during the contract term. Such expansions require a written request, which details the additional services. Data Virtuality will adjust the charged price on a pro-rata basis according to the remaining months for annual terms of the current contract term. Any adjustments to the service, whether a reduction or expansion, in compliance with the notice period, are then subject to the outlined renewal conditions.

12.2. **Termination.** Either Party may, effective immediately upon written notice thereof to the other Party, terminate the affected Schedule(s) or this Agreement in its entirety, in the event that (i) the other Party breaches any of the material terms or conditions of this Agreement, (ii) a Bankruptcy Event is instituted against the other Party, or (iii) the other Party fails to continue to do business in the ordinary course. Data Virtuality may terminate the affected Schedule(s) or this Agreement, without cause, on thirty (30) days prior notice to Client.

12.3. **Effect of Termination.** Within thirty (30) days after the effective date of termination of this Agreement or any Schedule(s) for any reason, Client will (i) pay Data Virtuality for all amounts owed pursuant to the terminated Schedule(s) up to the effective date of such termination and all other amounts owed by Client to Data Virtuality under this Agreement; and (ii) remove all copies of any Licensed Software licensed pursuant to the terminated Schedules or this Agreement (as applicable) from all computer systems and storage media operated by Client or on Client's behalf. Within thirty (30) days after the effective date of termination of this Agreement or any Schedule(s) for any reason, Data Virtuality shall refund all Fees prepaid by Client for the applicable Services after the effective date of such termination. Each Party shall return to the other all of the other Party's property, including, but not limited to, Licensed Software, any software media, the Documentation, the Client Technology and all copies thereof, and all Confidential Information of such other Party. Upon the destruction or return of such materials, each Party will provide the other with a signed written statement certifying that it has destroyed or returned all of such other Party's property following the request therefor by the other Party. Upon termination of this Agreement for any reason, all rights and licenses granted by either Party hereunder to the other Party will immediately cease.

12.4. **Survival.** Termination of this Agreement or any Schedule will not affect the provisions of this Agreement regarding any treatment of Confidential Information, use of trademarks and/or tradenames, provisions relating to the payments of amounts due, indemnification obligations, treatment of data ownership and/or provisions limiting or disclaiming liability, which provisions will survive termination.

13. **EXPORT CONTROLS.** Client agrees that it will not import, export, or re-export directly or indirectly, any commodity, or any information pertaining thereto, to any country in violation of the laws and regulations of the U.S. or any applicable jurisdiction. Specifically, Client shall not disclose, send, allow for download or otherwise export or re-export Data Virtuality's Confidential Information, Deliverables, Documentation or other technical data into or to (i) a national or resident of Cuba, Iran, Libya, Sudan, North Korea, Syria, Serbia (except Kosovo) or any other country with respect to which the United States has instituted an embargo, or (ii) to anyone on the United States Treasury Department's list of Specially Designated National or the United States Commerce Department's Table of Denial Orders. Client agrees to the foregoing and represents and warrants that it is not located in, under the control of, or a national or resident of any such country or identified on any such list.

14. **MARKETING.** During the Term, Client permits Data Virtuality to use Client's logo and trademark and to make reasonable reference to the status of Client as a user of the Deliverables, including captioned quotations in product literature or advertisements, articles, press releases, marketing literature, presentations, on Data Virtuality's websites, and the like, and reasonable use as a reference for potential new users; provided, that Data Virtuality shall obtain Client's written consent prior to making any such reference. Client may withdraw its approval of any use of its logo and/or trademark or any reference at any time and Data Virtuality shall immediately cease such reference.

15. **FORCE MAJEURE.** Neither Data Virtuality nor Client will be liable to the other for failure to perform any of its obligations under this Agreement, other than the payment of fees, to the extent such failure is caused by an event outside its reasonable control, including but not limited to, pandemics, an act of nature, war, or natural disaster (each, a "Force Majeure Event"). The affected Party shall as soon as commercially practicable notify the other Party of the occurrence of the Force Majeure Event and describe in reasonable detail the nature of the Force Majeure Event. If the performance by the affected Party of its obligations with regard to this Agreement is prevented, hindered or delayed by the Force Majeure Event for more than 5 consecutive days, then the other Party may, in its sole discretion, immediately terminate this Agreement by giving notice of termination to the affected Party. Upon any such termination, (i) the terminating Party shall have no further liability other than such liabilities as have already accrued up to the date of occurrence of such Force Majeure Event and (ii) Data Virtuality will promptly refund all Fees paid by Client for the remainder of the Term.

16. **EMPLOYEE RECRUITING.** Client and Data Virtuality acknowledge that Data Virtuality's and Client's employees are critical to the servicing of their respective customers. Therefore, Client and Data Virtuality each agree that, during the Term, not to, directly or indirectly, on its own behalf or on behalf of any other person or entity, solicit or induce, or attempt to solicit or induce any person who was an employee of the other Party with whom such Party had material contact during the last year of his or her employment with such other Party, to terminate his or her employment with such other Party. The foregoing restrictions shall not apply to the hiring of any person responding to a solicitation published to the general public (e.g., through newspaper, internet, etc.).

17. **GOVERNING LAW; ARBITRATION.** This Agreement will be exclusively construed, governed and enforced in all respects in accordance with the internal laws (excluding all conflict of law rules) of the State of Delaware and any applicable federal laws of the United States of America. **The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply in any respect to this Agreement.** Each Party further agrees that, if any dispute arises between the Parties that cannot be resolved amicably, including any dispute as to the existence, validity, enforceability, breach or termination of this Agreement, either Party may submit the dispute to any court having jurisdiction over the parties and in the state and federal courts sitting in the State of Delaware, U.S.A.

18. **MISCELLANEOUS**.

    18.1. All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered (i) by hand, (ii) by registered or certified mail, postage prepaid, return receipt requested; (iii) by a nationally recognized overnight courier service; or (iv) by facsimile to the address (or facsimile telephone number) set forth in the signature section of this Agreement, as may be amended by the amending Party by written notice to the other Party. Notices shall be deemed received when delivered by hand, by mail or by

courier, as evidenced by the service provider's records, and by facsimile when received, as evidenced by fax confirmation.

18.2. Neither Party may assign, transfer, convey, delegate or encumber its duties and obligations hereunder, or any rights or interests hereunder to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign this Agreement without the other Party's consent to an entity that acquires all or substantially all of the assigning Party's stock or assets to which this Agreement relates or to an entity in connection with a merger or reorganization of the assigning Party, provided that such entity agrees in writing to assume the assigning Party's obligations, including any pricing obligations set forth herein, hereunder, and provided further that in no case shall either Party assign this Agreement to a competitor of the other without such other Party's prior written consent. A Party intending to assign this Agreement shall provide to the other Party written notice at least sixty (60) days prior to any proposed assignment, or if prohibited from doing so due to government or contractual confidentiality restrictions, written notice shall be provided promptly upon announcement of the transaction involving such assignment. Any attempted assignment without consent required by this Section shall be void and of no effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns.

18.3. All references to "include" and "including" shall be illustrative, shall be deemed to mean "including without limitation" and shall not be deemed to introduce all-inclusive lists.

18.4. The language, terms, conditions, and provisions of this Agreement are the result of negotiations between the Parties and this Agreement will not be construed in favor of or against any Party by reason of the extent to which any Party or its professional advisors participated in the preparation of this Agreement or based on a Party's undertaking of an obligation under this Agreement Should any provision of this Agreement require judicial interpretation, the Parties agree that the court interpreting the same shall not apply a presumption that the terms of this Agreement shall be more strictly construed against one Party than against another.

18.5. In case any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. There shall be deemed substituted for the provision at issue a valid, legal and enforceable provision as similar as possible to the provision at issue. The same applies mutatis mutandis in case of any unintended gap.

18.6. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all written or oral prior and contemporaneous agreements and understandings with respect thereto.

18.7. No modification, extension, or waiver of or under this Agreement shall be valid unless made in writing and signed by an authorized representative of the party sought to be charged therewith. No waiver shall constitute, or be construed as, a waiver of any other obligation or condition of this Agreement.

18.8. The Schedules attached to this Agreement or subsequently added hereto by mutual written consent of the Parties are incorporated into this Agreement for all purposes.

18.9.   Nothing in this Agreement shall constitute or be deemed to constitute a partnership between the Parties hereto or constitute or be deemed to constitute one Party as agent of the other, for any purpose whatsoever, and neither Party shall have the authority or power to bind the other, or to contract in the name of or create a liability against the other, in any way or for any purpose. For the avoidance of doubt, this Agreement is non-exclusive and Client is free to use other providers of services similar to the Services now or in the future.

SCHEDULE A — SOFTWARE SERVICES

Data Virtuality will provide, and Client will purchase and pay for, the Services described in this Schedule (the "Software Services"). This Schedule is incorporated, by reference and attachment, into the Agreement between Data Virtuality and Client to which it is attached. The capitalized terms used in this Schedule A that are not otherwise clearly defined in this Schedule A will have the meanings set forth in the Terms and Conditions.

1.   **SOFTWARE SERVICES.** Data Virtuality will make the Licensed Software available for Client's use, at Client's option, either (i) as Software as a Service ("SasS"), as more particularly described either in the Data Virtuality Pipes Professional SaaS Contract (as applicable) or the subscription information for SaaS contracts (if the contract is concluded online), directly or indirectly hosted by Data Virtuality, or (ii) via delivery to Client by Data Virtuality either through a browser based web interface and log-in or of installation-ready software and application documentation on a data medium or as a download. Clients may place orders through Data Virtuality's website at www.datavirtuality.com.

2.   **PURPOSE.**

2.1.   Client shall use the Licensed Software only for the purpose of managing data input, extraction, transformation, relationships, insight and business intelligence. Client may create back-up copies of the Licensed Software to the extent reasonably necessary to achieve the purposes set forth above.

2.2.   Client shall not (and shall not permit a third party to) sublicense, sell, assign, transfer, distribute, disclose, duplicate, translate, decompile, reverse engineer, create derivative works from, or attempt to recreate the Licensed Software or any other software provided by Data Virtuality in the course of the Agreement, in whole or in part.

2.3.   Client shall not disclose to an unauthorized third party any performance information or analysis of the Software Services, nor make any other representations to any third party with respect to the Software Services.

3.   **CLIENT'S RESPONSIBILITIES.**

3.1.   **Client Infrastructure.** Client shall be responsible for the purchasing, installation, maintenance and operational support for any hardware or other equipment necessary to access and use the Licensed Software, whether at Client's site or elsewhere, including (without limitation) desktop computer systems, networks, peripheral devices and connectivity services. Data Virtuality shall provide written instructions to Client on how to

access and use the Licensed Software. Client shall be responsible for the installation and set-up of all Client equipment for the initial installation and all subsequent upgrades, updates, and releases.

3.2. **User Access.** Client shall be responsible for maintaining the security of Licensed Users' access to the Licensed Software, including secure maintenance of user profiles, user IDs, and passwords.

3.3. **Cooperation.** Client shall reasonably assist Data Virtuality in the performance of its obligations under this Agreement by making available to Data Virtuality such reasonable software, documentation, information and personnel of the Client as is reasonably necessary to permit Data Virtuality to perform this Agreement on a timely basis.

4. **GRANT OF LICENSE.** Subject to the Terms and Conditions and this Schedule, including, but not limited to, payment by Client of the applicable fees set forth on the applicable Statement(s) of Work, subscription documents or other documents, Data Virtuality, as licensor, grants to Client, as licensee, during the Term, a limited, non-exclusive, non-transferable license, without the right to sublicense, to allow Licensed Users to access and use the Licensed Software in the United States and make a reasonable number of copies of the Documentation for use internally by Client in connection with its exercise of the rights granted under the Agreement and for backup and archival purposes. Client's rights with respect to the Licensed Software will be limited to those expressly granted in this Agreement. Data Virtuality reserves all rights and licenses in and to the Licensed Software not expressly granted to Client under this Agreement.

5. **THIRD PARTY SOFTWARE**. In the event any Third Party Software is delivered by Data Virtuality under this Agreement, use of such Third Party Software shall be subject to the terms and conditions of a separate agreement attached to this Schedule A as Exhibit A-2 ("Third Party Software Agreement"). To the extent that any terms and conditions of the Third Party Software Agreement conflict or are inconsistent with this Agreement, as applied to the Third Party Software and matters arising from Client's use thereof, the terms and conditions of the Third Party Software Agreement shall govern.

6. **SOFTWARE SERVICES FEES.**

6.1. In **consideration** of the Software Services provided in accordance with this Agreement, Client agrees to pay Data Virtuality the license fees set forth in the Offer, subscription documents or other documents.

6.2. Data Virtuality may, at its expense, audit Client's use of the Licensed Software. Audits shall be conducted during regular business hours at Client's place or places of business and shall not unreasonably interfere with Client's business activities. Audits shall be conducted no more than once annually. If, as a result of any such audit, Data Virtuality identifies unauthorized use of the Licensed Software, Client shall pay, in addition to a full fee for the Licensed Software in use by Client, the reasonable expenses of Data Virtuality in conducting the audit.

7. **CLIENT'S REPRESENTATIONS AND WARRANTIES**

7.1. <u>Compliance with Terms</u>. Client shall monitor the Licensed Software and ensure that it is used only in compliance with the terms of this Agreement. Client shall be responsible and

liable for any and all non compliance with this Agreement by Client or by any person or entity who obtains access to the Licensed Software through Client.

7.2.   Suitability of Licensed Product. Client represents and warrants that has determined independently that the Licensed Software is suitable for the use intended by this Agreement. Client assumes all responsibility and risk of selection, installation, use, efficiency and suitability of the Licensed Software.

SCHEDULE B — MAINTENANCE AND SUPPORT SERVICES

This Schedule B — Maintenance and Support Services, is between Data Virtuality and the Client identified on the cover page of the Agreement to which this Schedule B is attached and of which this Schedule B is made a part. The capitalized terms used in this Schedule B that are not otherwise clearly defined in this Schedule B will have the meanings set forth in the Terms and Conditions. Data Virtuality shall provide, and Client shall purchase and pay applicable fees for, maintenance and support services to Client as follows (**"Maintenance Services"**):

1.   **DESCRIPTION OF MAINTENANCE SERVICES.** Client may request Maintenance Services with respect to a problem with the Licensed Software by entering a ticket on Data Virtuality's online support site or by placing an online ticket to Data Virtuality's Technical Support Center through Zendesk 24 hours per day, seven days a week. Data Virtuality will issue Client a case tracking number after receiving Client's request for Maintenance Services. Once an issue has been determined by Data Virtuality, in its reasonable discretion, to have been resolved, the technician will document the resolution and close the ticket. Data Virtuality will exercise best efforts to resolve all Licensed Software issues identified by Client, but cannot guarantee that all Licensed Software issues will be resolved.

Data Virtuality shall regularly perform maintenance on the Licensed Software and inform the Client in due time. Data Virtuality shall only be obligated to modify or adapt the Licensed Software if such modification or adaptation is necessary for the maintenance of the Licensed Software. In all other respects, Data Virtuality shall only be obligated to modify, adapt and further develop the Licensed Software if the parties so agree separately.

2.   **UPDATES, UPGRADES, CUSTOM CODE, AND SYSTEM MAINTENANCE**

2.1.   **Updates.** Data Virtuality may, in its sole discretion, issue a release or version of the Licensed Software containing minor functional enhancements, extensions, error corrections or fixes, which Data Virtuality makes generally available to its Clients at no additional charge (each, an **"Update"**). Data Virtuality will make Updates available to Client as part of the Maintenance Services, at no additional charge.

2.2.   **Upgrades.** From time to time Data Virtuality may, in its sole discretion, issue a release or version of the Licensed Software that contains new features or significant functional enhancements (each, an "Upgrade"). Upgrades are identified by a change in the numeric

identifier for the Licensed Software in the digit to the left of the decimal. Data Virtuality will make Upgrades available to Client at no additional charge.

2.2.1. **Sandbox Environment.** Data Virtuality may, at Data Virtuality's option, allow Client to operate a test or sandbox copy of the Licensed Software in a non-production workflow for the sole purpose of making Updates, Upgrades, or conducting Integration testing, which Licensed Software shall be provided to Client at an agreed discount off the then-current price.

2.3. **Custom Code.** Data Virtuality is not required to adapt the Licensed Software to the specific individual needs or the IT environment of a Client, unless the parties have agreed otherwise; however, it can be agreed upon for a fee. Accordingly, for a fee, Data Virtuality agrees to provide supplementary maintenance under the Terms and Conditions for software that is customized by Data Virtuality specifically to meet a Client's particular needs and not included in the standard version of the Licensed Software (**"Custom Software"**). Such Custom Software developed under an authorized Statement of Work will incorporate the terms and conditions of this Schedule by reference and include additional Custom Software maintenance fees. Data Virtuality will, at its sole cost and expense, test any such Custom Software for compatibility with Client's systems.

2.4. **Software Issues.** Data Virtuality will review Licensed Software issues identified by Client on a case-by-case basis. If Data Virtuality determines that a problem exists in the Licensed Software, Data Virtuality will either advise Client of plans for an Update or Upgrade containing a fix for the problem or, at its sole discretion, and dependent upon the nature of the problem and the impact to Client's use of the Licensed Software, make available to Client a temporary patch or workaround during a maintenance window time period mutually agreed upon by Data Virtuality and Client.

3. **SUPPORT TERM**. Maintenance Services as specified in this <u>Schedule B</u> will be provided for the duration of the Term.

4. **EXCLUSIONS.** Support Services do not include any support for Third Party Software or hardware of any kind, or support of any enhancements to any of the foregoing. Data Virtuality will not be responsible for correcting any errors not reproducible by Data Virtuality on the unmodified Licensed Software or for correcting any errors caused by: (a) Client's failure to implement all Updates and Upgrades issued to Client by Data Virtuality; (b) any alterations of or additions to the Licensed Software made by persons other than Data Virtuality; (c) changes to the operating system or environment made directly by Client, in each case which may adversely affect the Licensed Software; (d) use of the Licensed Software in a manner for which it was not designed; (e) combination of the Licensed Software with other software products not authorized or designated by Data Virtuality; (f) accident or misuse of the Licensed Software by Client; or (g) use of the Licensed Software by Client on an unsupported platform or by unauthorized users.

SCHEDULE C — DATA COLLECTION SERVICES

Data Virtuality will provide, and Client will purchase and pay for, the Services described in this Schedule (the **"Connectors"**). This Schedule is incorporated, by reference and attachment, into the Agreement

between Data Virtuality and Client to which it is attached. The capitalized terms used in this <u>Schedule C</u> that are not otherwise clearly defined in this <u>Schedule C</u> will have the meanings set forth in the Terms and Conditions.

CONNECTORS. Data Virtuality will create custom data-collection software Connectors between Client and Client's third-party data sources to collect and process Client Data. Data Virtuality will make the Connectors available for Client's use via delivery to Client by Data Virtuality of installation-ready software and application documentation on a data medium or as a download.

1. PURPOSE

1.1. Client may use the Connectors only for the purpose of developing connections between Client and Client's third-party data sources to collect and process Client Data. Client may use the Connectors to the extent reasonably necessary to achieve the purposes set forth above. Unless otherwise agreed upon in the Order Form, the Connectors delivered by Data Virtuality shall exclusively cover the reading functionality of the respective interface.

1.2. Client shall not (and shall not permit a third party to) sublicense, sell, assign, transfer, distribute, disclose, duplicate, translate, decompile, reverse engineer, create derivative works from, or attempt to recreate the Connectors, in whole or in part.

1.3. Client shall not disclose to an unauthorized third party any performance information or analysis of the Connectors, nor make any other representations to any third party with respect to the Connectors.

1.4. Unless otherwise agreed upon in the Order From, third-party connectors (SAP BW/ERP) and the Change-Data-Capture (CDC) functionality of connectors are not included in this Agreement.

2. CONNECTOR AVAILABILITY; ISSUE RESOLUTION.

2.1. Data Virtuality will review Connector issues identified by Client on a case-by-case basis. If Data Virtuality determines that a problem exists in the Connectors, Data Virtuality will either advise Client of plans for an update or upgrade containing a fix for the problem or, at its sole discretion, and dependent upon the nature of the problem and the impact to Client's use of the Connector, make available to Client a temporary patch or workaround during a maintenance window time period mutually agreed upon by Data Virtuality and Client.

3. CLIENT'S RESPONSIBILITIES.

3.1. **Cooperation.** Client shall reasonably assist Data Virtuality in the performance of its obligations under this Agreement by making available to Data Virtuality such reasonable software, documentation, information and personnel of the Client as is reasonably necessary to permit Data Virtuality to perform this Agreement on a timely basis.

3.2. **Duty Of Disclosure.** Data Virtuality is authorized to proof if the Licensed Software is being used according to this agreement and the offer provided in accordance with this agreement. The client is obligated to give information twice per year about used

connectors, connections and the number of jobs. Therefore, Data Virtuality will provide a form via email which Client has to fill out truthfully and send back within 14 days after receipt.

4. **DATA COLLECTION SERVICES FEES.** In consideration of the Connectors provided in accordance with this Agreement, Client agrees to pay Data Virtuality the license fees set forth in the Offer.