ENAVATE

MASTER SERVICES AGREEMENT

THIS ENAVATE MASTER SERVICES AGREEMENT (this "**MSA**") together with all Supplemental Terms and Order Form(s) incorporated herein by reference or that incorporate this MSA or Supplemental Terms therein by reference (collectively, this "**Agreement**") applies to your purchase of, access to, and use of the Services. This Agreement is between you (the "**Client**") and Enavate, Inc. or, if otherwise agreed on an Order Form, the Affiliate of Enavate, Inc., set forth on such Order Form ("**Enavate**" or "**Company**"). Client and Enavate are sometimes referred to individually as a "**Party**" and together as the "**Parties**." Client agrees to be bound by the terms and conditions of this Agreement by signing an Order Form or using the Services. The version of this MSA in effect on the date of mutual execution of an Order Form shall govern that Order Form for its term, notwithstanding any subsequent modifications to this MSA that Enavate may publish from time to time in its sole discretion. The applicable version of this MSA is identified by the date displayed at the top of this document and shall remain binding for all Order Forms executed during the effective period of such version.

Enavate provides professional services, managed cloud services, application support services, and value-added resale of third-party software and maintenance to its clients (collectively, "**Services**" and individually, a "**Service**"). Enavate will provide such Services to Client as more particularly described in one or more Order Form(s), each separately executed by and between Client and Enavate, or by and between Client and an Enavate Authorized Partner. In addition, one or more exhibit(s) of supplemental terms listed below will apply to and govern only those specific Services provided to Client under an Order Form ("**Supplemental Terms**"). The applicable Supplemental Terms and Order Forms shall be incorporated into and made a part of this Agreement as if fully set forth herein.

Exhibit A: Professional Services

Exhibit B: Managed Azure Cloud Services

Exhibit C: Resale of Third-Party Software and Maintenance

Exhibit D: Support Services for Third-Party Software

Exhibit E: Software-as-a-Service

Exhibit F: On-Premises Software

NOW, THEREFORE, in consideration of the mutual covenants and terms set forth below and on the applicable Order Form, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Definitions**.

    1.1. "**Affiliate**" of a Party means any other Entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Entity. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an Entity or a Party, whether through the ability to exercise voting power, by contract, or otherwise.

    1.2. "**Authorized User**" means each of the individuals authorized by the Client to access and use the Services.

    1.3. "**Client Data**" means all data, information, or materials originating from and proprietary to the Client, including but not limited to business information, Intellectual Property, and other content (but excluding Protected Personal Information) that is provided to, or obtained by, Enavate in connection with the performance of the Services under this Agreement.

    1.4. "**Deliverable(s)**" means the work product created by Enavate and provided to Client under this Agreement and applicable Order Form.

    1.5. "**Enavate Authorized Partner**" means a Entity that has entered into an agreement with Enavate that authorizes the Entity to resell the Services to Client.

    1.6. "**Entity**" means an individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, other entity, governmental entity or any department, agency or political subdivision thereof.

    1.7. "**Fees**" means the amounts payable by Client to Enavate or an Enavate Authorized Partner, as applicable, for the provision of Services, including any amounts owed to Third-Party Software providers, as specified in each Order Form and invoiced in accordance with the terms of this Agreement.

    1.8. "**Intellectual Property**" means existing and future registered and unregistered rights granted, applied for or otherwise in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property laws, and all similar or equivalent rights or forms of protection, in any part of the world.

    1.9. "**Order Form**" means a work order, statement of work, signed quote, or equivalent document, or a contract that incorporates one or more of these documents, mutually executed by the Parties from time to time. Each Order Form specifies the applicable Fees, a detailed description of the Services, renewal terms, and any other mutually agreed-upon terms related to those Services provided under this Agreement.

    1.10. "**Protected Personal Information**" refers to "personal data" or "personal information" that is subject to data protection and privacy laws and regulations, such as the European Data Protection Regulation, California Consumer Privacy Act, or equivalent regulations. Client shall not upload, transmit, or provide any Protected Personal Information to Enavate that requires a data processing agreement under applicable law unless such an agreement,

governing Enavate's processing of Protected Personal Information in accordance with the Client's instructions and legal compliance, is entered into between the Parties and forms part of this Agreement.

1.11. "**Third-Party Software**" means licenses, subscriptions, or usage rights for software, including any associated maintenance services and documentation, that are owned by third-party providers. This term also encompasses any underlying computing platforms owned by third parties, such as the Microsoft Azure cloud platform.

1.12. "**you**" or "**your**" means the Entity that has entered into this Agreement and may also refer, as the context requires, to your Affiliates.

2. **Order of Precedence.** In the event of any inconsistency between the terms of this Agreement and those of an Order Form, the terms of this Agreement shall prevail. However, the Parties may specify in an Order Form that a particular provision supersedes a provision of this Agreement, provided that the superseding provision (i) expressly references the specific section of this Agreement being modified, and (ii) clearly states its intent to supersede the conflicting or inconsistent provision. Such superseding provisions shall apply only to the specific Order Form in which they are contained and mutually agreed upon. Unless explicitly agreed to in writing by Enavate, any additional or conflicting terms in a Client purchase order or similar Client document shall have no effect and will not modify this Agreement.

3. **Fees**.

   3.1. **Invoices and Payment**. Enavate will invoice Client in accordance with the schedule of Fees outlined in each Order Form. Client shall pay all undisputed Fees within **thirty (30) days** of the invoice date. Payment terms are subject to prior credit approval. All payments must be made in U.S. dollars. Except as explicitly stated otherwise in this Agreement, all Fees are non-refundable.

   3.2. **Late Payments**. In the event Client fails to timely remit payment of any Fees due hereunder that are not subject to a reasonable good faith dispute, Enavate shall have the right, upon ten (10) days' prior written notice to Client, to suspend the provision of all Services under this Agreement until such time as all outstanding amounts are paid in full, irrespective of whether such unpaid Fees pertain to all or only a portion of the Services provided hereunder. Furthermore, Enavate reserves the right to assess interest charges on any unpaid and undisputed amounts at the rate of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, calculated from the original due date until receipt of full payment. Client shall further be liable for all reasonable costs incurred by Enavate in connection with collection efforts, including, without limitation, legal fees and related expenses. IN ADDITION TO THE CHARGES DESCRIBED ABOVE, WITH RESPECT TO ANY THIRD PARTY SOFTWARE PURCHASED BY ENAVATE ON BEHALF OF CLIENT ON AN ORDER FORM, CLIENT SHALL BE RESPONSIBLE FOR ANY AND ALL LATE PAYMENT PENALTIES, REINSTATEMENT FEES, OR SIMILAR CHARGES IMPOSED BY THE APPLICABLE THIRD PARTY SOFTWARE PROVIDER AS A RESULT OF CLIENT'S FAILURE TO TIMELY PAY OR CLIENT'S FAILURE TO TIMELY PROVIDE NECESSARY INFORMATION OR APPROVALS TO ENAVATE, REGARDLESS OF THE FORM IN WHICH SUCH PENALTIES ARE IMPOSED (INCLUDING, WITHOUT LIMITATION, DIRECT CHARGES, REDUCTION OF

ENAVATE'S MARGINS, REDUCTION OF PAYABLES DUE TO ENAVATE, OR ANY OTHER MECHANISM). THE TYPE, AMOUNT, AND FORM OF SUCH PENALTIES SHALL BE DETERMINED BY SUCH THIRD PARTY SOFTWARE PROVIDER, AND CLIENT SHALL PROMPTLY REIMBURSE ENAVATE FOR ANY SUCH PENALTIES INCURRED BY ENAVATE AS A RESULT OF CLIENT'S DELAY OR FAILURE.

3.3. **Fee Disputes**. Client may reasonably dispute Fees by notifying Enavate in writing within ten (10) days of receiving the invoice containing the disputed Fees. Such notice must include a detailed explanation of the disputed Fees and the basis for the dispute. Both Parties shall continue to fulfill their obligations under this Agreement, including the payment of all undisputed Fees, during the dispute resolution process.

3.4. **Taxes**. Client is responsible for all applicable taxes related to the Services and its purchases under this Agreement, including, but not limited to, sales, use, value-added, export and import fees, customs, duties or similar taxes or charges, except for taxes based on Enavate's net income. Enavate shall not be liable for any taxes owed by Client, and Client agrees to indemnify and hold Enavate harmless from and against any claims, liabilities, costs, expenses, and penalties arising out of or related to such taxes by taxing authorities or their representatives. If Client claims a tax exemption, Client must provide Enavate with a valid tax exemption certificate at ar@enavate.com within seven (7) days of signing an Order Form and promptly thereafter upon request. Client is responsible for maintaining the validity of its exemption status.

3.5. **Expenses**. Client shall reimburse Enavate for all reasonable expenses which have been pre-approved in writing by Client and incurred by Enavate in connection with the performance of Services. Reimbursable expenses may include, but are not limited to, transportation, lodging, meals, and other out-of-pocket costs directly related to the provision of Services.

3.6. **Fee Increases.** Unless specified otherwise in an Order Form, Enavate reserves the right to apply price increases at any time for any or all Services Fees on any Order Form, provided that (i) Enavate gives Client at least thirty (30) days' written notice before such Fee increase is to take effect, and (ii) for each individual Service on the Order Form, the aggregate Fee increase during each consecutive twelve (12) month period, measured from initial term start or project commencement date (as applicable) of that specific Service, shall not exceed ten percent (10%). NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE PURCHASED BY ENAVATE ON BEHALF OF CLIENT ON AN ORDER FORM, CLIENT SHALL AT ALL TIMES BE RESPONSIBLE FOR ANY AND ALL PREVAILING FEE INCREASES IMPOSED BY THE APPLICABLE THIRD-PARTY SOFTWARE PROVIDER. All Fee increases described under this Section 3.6 (Fee Increases) shall be due and paid by Client from their effective date in accordance with the payment terms of this Agreement.

3.7. **Purchases from an Enavate Authorized Partner**. If Client purchases Services from an Enavate Authorized Partner, all payment-related terms, including the value of Fees, invoicing, payment methods, and late payments, shall be governed by Client's agreement with such Enavate Authorized Partner. In such cases, those payment-related terms will take precedence over any conflicting provisions in this Section 3 (Fees).

4. **Term and Termination**.

   4.1. **Term**. This Agreement begins on the effective date of any Order Form that incorporates it and remains in effect for as long as any Order Form under this Agreement is active, unless terminated as provided herein. For the avoidance of doubt, the expiration or termination of an Order Form (or specific Services within an Order Form) shall not affect any other Services purchased by Client under the same or any other Order Form(s).

   4.2. **Termination for Material Breach**. The non-breaching Party may terminate this Agreement and any Order Form immediately upon written notice to the breaching Party if both: (i) the breaching Party commits a material breach of this Agreement or Order Form; and (ii) for breaches other than the nonpayment of undisputed fees, the breaching Party fails to cure the breach within thirty (30) days after receiving written notice specifying the breach, provided the breach is capable of being cured. Enavate may terminate this Agreement or any Order Form upon written notice in the event Client fails to pay any amounts payable under this Agreement within ten (10) days after notice from Enavate that payment is past due.

   4.3. **Termination for Insolvency.** Either Party may terminate this Agreement if the other Party files a voluntarily petition for of bankruptcy, reorganization or a similar proceeding, becomes the subject of an involuntary petition in bankruptcy or a similar proceeding that is not dismissed within 30 days of filing, has a receiver, trustee or liquidator appointed over substantially all of its assets, or becomes the subject of any assignment for the benefit of creditors.

   4.4. **Termination for Convenience**. Subject to Section 4.5 (Effect of Termination), Section 4.6 (Survival), the applicable Supplemental Terms, and any noncancellable terms imposed by Third-Party Software providers for licenses or subscriptions purchased by Enavate on behalf of Client, Client may, for any reason, terminate this Agreement or any uncompleted Services on an Order Form at any time upon at least ninety (90) days' prior written notice. Notwithstanding the foregoing, Client acknowledges and agrees that certain Third-Party Software licenses or subscriptions may be noncancellable for their full term as determined by the applicable Third-Party Software provider, and Client shall remain responsible for all Fees associated with such noncancellable licenses or subscriptions for their full term regardless of any termination of this Agreement.

   4.5. **Effect of Termination.** THE EFFECT OF TERMINATION OF THIS AGREEMENT AND ANY ORDER FORM(S) DEPENDS ON THE APPLICABLE SERVICES SUBJECT TO SUCH TERMINATION. THESE EFFECTS ARE SPECIFIED IN EACH OF THE INCORPORATED SUPPLEMENTAL TERMS FOR THE APPLICABLE SERVICES, TO WHICH CLIENT HEREBY AGREES.

   4.6. **Survival**. Any term or condition in this Agreement or on any Order Form that by its nature is intended to survive the expiration or termination of this Agreement or the applicable Order Form shall survive any expiration or termination of this Agreement or the applicable Order Form.

5. **Intellectual Property Rights**.

5.1. **Client Ownership**. As between Client and Enavate, Client owns all worldwide right, title and interest in its Client Data. Client grants to Enavate a non-exclusive, worldwide, royalty-free, non-transferable right to access and use Client Data, as reasonably necessary for Enavate to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Enavate acquires no right, title or interest in any Client Data. Client shall be responsible for the accuracy, quality and legality of Client Data.

5.2. **Use of Client Name and Logo**. Notwithstanding the foregoing terms of Section 5.1 (Client Ownership), Enavate may use Client's trade name(s) and/or logo(s) on Enavate's website and in marketing promotions to identify Client as a Client of Enavate. Enavate's use of Client's trade name(s) and/or logo(s) pursuant to this section does not create any ownership right therein and all rights not granted to Enavate herein are expressly reserved by Client. Enavate agrees that such usage shall be subject to Enavate complying with any written guidelines that Client may deliver to Enavate regarding the use of its name(s) and logo(s) and shall not be deemed Client's endorsement of the Services.

5.3. **Enavate Ownership.** Enavate shall retain ownership of (i) any of Enavate's previously existing Intellectual Property, and (ii) Intellectual Property developed by Enavate pursuant to this Agreement (collectively, (i) and (ii) are referred to in this Agreement as "**Enavate Intellectual Property**"). Subject to the following sentence, to the extent any Enavate Intellectual Property is incorporated into the Deliverables, Enavate grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use such Enavate Intellectual Property for the operation, enhancement, modification, distribution, duplication, and maintenance of Deliverables, provided Client is not in breach of any material term of this Agreement. For clarity, any Enavate Intellectual Property in the form of software and software documentation which is available from Enavate on a limited license or subscription basis are expressly excluded from the license to Client provided in the preceding sentence. Client's authorized access to and use of such Enavate software and software documentation, if any, shall be subject to the terms of the applicable Order Form.

5.4. **Feedback.** Enavate encourages Client to provide feedback regarding improvements to the Services and Deliverables ("**Feedback**") and hereby grants Enavate an irrevocable, non-exclusive, worldwide, royalty-free, sublicensable, transferable, perpetual license to use, commercialize and distribute such Feedback without restriction. Enavate shall have no obligation to use Feedback, and Client shall have no obligation to provide Feedback.

6. **Confidentiality**.

6.1. "**Confidential Information**" means any of the following items one Party ("**Discloser**") discloses to the other Party ("**Recipient**") pursuant to this Agreement: (i) any document Discloser marks as "confidential"; (ii) any information Discloser orally designates as "confidential" at the time of disclosure, provided Discloser confirms such designation in writing within five (5) business days; (iii) any nonpublic information of either Party including without limitation pricing, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed in connection with this Agreement, and (iv) any other sensitive information Recipient should reasonably

consider a trade secret or otherwise confidential. Confidential Information does not include information that: (i) is in Recipient's possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient's improper action or inaction; or (iv) is approved for release in writing by Discloser.

6.2. **Protection of Confidential Information**. Except as provided in <u>Section 6.3 (Compelled Disclosure)</u>, Recipient shall not disclose or otherwise make available any Confidential Information of the Discloser to anyone except those of its employees, attorneys, agents and consultants who: (i) need to know the Confidential Information in connection with the purpose of the Agreement, and (ii) who have previously agreed to be bound by confidentiality obligations no less stringent than those in this Agreement. Each Party shall safeguard all Confidential Information of the other Party with at least the same degree of care (but no less than reasonable care) as it uses to safeguard its own confidential or sensitive information of a similar nature.

6.3. **Compelled Disclosure**. If the Recipient is compelled by law to disclose Confidential Information of the Discloser, then to the extent legally permitted, Recipient shall provide the Discloser with prior notice of the compelled disclosure and reasonable assistance, at Discloser's cost, if the Discloser wishes to contest the compelled disclosure. Any compelled disclosure shall be limited to the extent required, and shall be subject to confidentiality protections to the extent practicable. If the Recipient is compelled by law to disclose the Discloser's Confidential Information as part of a civil proceeding to which the Discloser is a party, and the Discloser is not contesting the disclosure, the Discloser will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. **Protected Personal Information**. Client shall not upload, transmit, or otherwise provide to Enavate any Protected Personal Information that would require a data processing agreement under applicable law unless and until the Parties have executed such an agreement, which shall govern Enavate's processing of Protected Personal Information in accordance with Client's instructions and applicable legal requirements and shall be incorporated into this Agreement. Client shall indemnify Enavate pursuant to <u>Section 9.2 (Indemnification by Client)</u> for: (i) Client's failure to comply with the foregoing, including but not limited to its failure to enter into a required data processing agreement or its unauthorized disclosure of Protected Personal Information to Enavate; and (ii) any claim, investigation, regulatory action, or liability arising from Enavate's processing of Protected Personal Information solely in accordance with Client's instructions, provided that Enavate has acted in good faith and in compliance with such instructions, regardless of whether a data processing agreement or equivalent agreement was legally required.

8. **Warranty and Disclaimer.**

8.1. **Mutual Warranty.** Each Party represents and warrants that its execution and delivery of this Agreement by signing the applicable Order Form, the exercise of its rights, and the performance of its obligations under this Agreement do not and will not breach any agreement to which it is a party.

8.2. **Enavate Services Warranty**. The Services will be performed by Enavate in a professional and workmanlike manner that conforms consistently with applicable industry standards. As Client's sole remedy and Enavate's entire liability for any breach of the foregoing warranty set forth in this Section 8.2 (Enavate Services Warranty), Enavate will, at Enavate's sole option and expense: (i) promptly re-perform the non-conforming Services, or (ii) refund to Client the fees paid for the non-conforming Services, provided that Client notifies Enavate no later than thirty (30) days after delivery of such non-conforming Services.

8.3. **No Third-Party Software Warranty.** Client acknowledges and agrees that Enavate acts as an authorized reseller of Third-Party Software. Client may, at its discretion, choose to purchase, and Enavate may choose to resell, Third-Party Software under this Agreement. Client acknowledges and agrees that: (i) Enavate makes no warranties in respect of any Third-Party Software; (ii) as between Enavate and Client, Client assumes full responsibility for Client's use of Third-Party Software, including any disclosure, modification, or deletion of Client Data by such software; and (iii) Enavate shall have no liability for, and Client remains obligated under this Agreement without entitlement to refunds, credits, or other compensation, for any unavailability of Third-Party Software or changes affecting Enavate's ability to interoperate with such software.

8.4. **Mutual Disclaimer**. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS SECTION 8, NEITHER PARTY MAKES ANY WARRANTY OR GUARANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER IMPLIED, EXPRESS, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, UNIQUENESS, ACCURACY OR RELIABILITY OF GENERATED CONTENT, OR NONINFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **Indemnification.**

9.1. **Indemnification by Enavate**. Enavate will defend at its own expense any action against Client and its Affiliates brought by a third party to the extent such action is based upon a claim that any Deliverable infringes upon or misappropriates Intellectual Property of such third party ("**Services Claim**"). Enavate will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such Services Claim or those costs and damages agreed to in a monetary settlement of such Services Claim. The foregoing obligations are conditioned on Client: (i) notifying Enavate promptly in writing of each Services Claim; (ii) giving Enavate sole control of the defense thereof and any related settlement negotiations; and (iii) cooperating and, at Enavate's request and expense, assisting in such defense or settlement. If any Deliverable becomes, or in Enavate's opinion is likely to become, the subject of a Services Claim, Enavate may, at its option, either (a) procure for Client the right to continue using the Deliverable, or (b) replace or modify the Deliverable so that it becomes non-infringing. Notwithstanding the foregoing, Enavate shall not be liable for any Services Claim if such Services Claim arises from any of the following: (a) the Deliverable was created in accordance with Client's sole design or specifications; (b) Client continues using the Deliverable after receiving notice from Enavate to discontinue use; or (c) Client altered or used the Deliverable in combination with any other product, program or data not authorized by Enavate, and such Services Claim would not have

occurred absent such alteration or combination. This Section 9.1 (Indemnification by Enavate) sets forth Enavate's sole and exclusive obligation and Client's sole and exclusive remedy with respect to any Services Claim.

9.2. **Indemnification by Client.** Client shall defend, indemnify, and hold Enavate and its Affiliates harmless from any claims, losses, damages, liabilities, settlements, and expenses (including, but not limited to attorneys' fees) (collectively, "**Claims**") by a third party related to, arising from, or connected with: (a) Client's use of the Services; (b) Client's breach of any representation or warranty made by Client to Enavate; (c) Client Data (including, without limitation, Claims alleging that Client Data violates or misappropriates the Intellectual Property rights of any third party); or (d) any violation of applicable law by Client. Notwithstanding the foregoing, Client shall not make any admissions on behalf of Enavate or settle any Claim without Enavate's consent.

10. **Limitation of Liability**.   EXCEPT FOR: I) CLIENT'S BREACH OF SECTION 5.3 (ENAVATE OWNERSHIP); II) EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY); AND III) EACH PARTY'S OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF PROFITS, REVENUE OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF DATA, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CLIENT TO ENAVATE HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

11. **Insurance**. Each Party will obtain and maintain in effect during the term of this Agreement, a policy or policies of commercial general liability, workers' compensation, cyber liability, umbrella liability, and other types of insurance each deems necessary to protect their individual interests from such claims, liabilities, or damages which may arise out of the performance of their respective obligations under this Agreement.

12. **Notices**. Any notice or other communication under this Agreement given by a Party to the other Party will be in writing and will be effective upon delivery as follows:

(a) if to Client, (i) when delivered via registered mail, return receipt requested, to the address specified in an Order Form, or (ii) when sent via email to the email address specified in an Order Form or otherwise on record for the Client; or

(b) if to Enavate, when sent via email to legal@enavate.com, with a duplicate copy sent via registered mail, return receipt requested, to: Attn: Enavate Legal Department, P.O. Box 20488 Tampa, FL 33622-0488, (or such subsequent address found on https://www.enavate.com/contact).

13. **Governing Law**. This Agreement shall be governed by the laws of the State of Delaware, without regard to its principles of conflicts of law. Any dispute arising under this Agreement shall be brought exclusively in the federal or state courts located in the State of Delaware and each party irrevocably consents to said State's personal jurisdiction and venue therein. If any legal action is brought to enforce this Agreement, the prevailing Party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive. The Parties expressly agree to exclude the application of the 1980 United Nations Convention on the International Sale of Goods.

14. **WAIVER OF RIGHT TO JURY TRIAL**. EACH PARTY, AS A CONDITION OF ITS RIGHT TO ENFORCE OR DEFEND ANY RIGHT UNDER OR IN CONNECTION WITH THIS AGREEMENT, WAIVES ANY RIGHT TO A TRIAL BY JURY AND AGREES THAT ANY ACTION SHALL BE TRIED BEFORE THE COURT.

15. **Trial Services**. If Client is using a free trial, proof of concept, or evaluation version of the Services ("**Trial Services**"), Enavate makes such Trial Services available to Client until the earlier of: (i) the end of the free trial, proof of concept, or evaluation period as communicated by Enavate or specified in an Order Form; (ii) the start date of any purchased version of such Services; or (iii) written notice of termination from Enavate ("**Trial Period**").

    15.1. **Trial Use Restrictions and Data Retention**. Enavate grants Client, during the Trial Period, a non-exclusive, non-transferable right to access and use the Trial Services for Client's internal evaluation purposes and in accordance with this Agreement. Client is authorized to use Trial Services only for evaluation and not for any business or productive purposes, unless otherwise authorized by Enavate in writing. Any Client Data entered into the Trial Services and any configurations made to the Trial Services by or for Client during the Trial Period will be permanently lost unless Client: (a) has purchased a subscription to the same Services as covered by the Trial Services; or (b) exports such data or configurations before the end of the Trial Period. There is no guarantee that features or functions of the Trial Services will be available, or if available will be the same, in the general release version of the Services, and Client should review the Services features and functions before making a purchase.

    15.2. **No Support and 'As Is' Warranty Disclaimer**. Except as specified on an Order Form for Trial Service, Enavate is under no obligation to provide to Client any support or professional services with respect to the Trial Services. Notwithstanding anything to the contrary, Enavate provides the Trial Services "as is" and "as available" without any warranties or representations of any kind. To the extent permitted by law, Enavate disclaims all implied warranties and representations, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Client assumes all risks and all costs associated with its use of the Trial Services. Client's sole and exclusive remedy in case of any dissatisfaction or Enavate's breach of the Agreement with respect to such Trial Services is termination of the Trial Services.

    15.3. **Third-Party Software Trials and Limited Indemnification**. Any trial of Third-Party Software acquired through Enavate will be subject to separate trial terms between Client and the applicable Third-Party Software provider, and Client agrees to comply with such terms. Any obligations on behalf of Enavate to indemnify, defend, or hold harmless under this Agreement are not applicable to Clients using Trial Services.

16. **Miscellaneous**.

  16.1. **No Employee Solicitation**. During the term of this Agreement and for a period of one (1) year thereafter, both Parties agree not to hire, contract with, or solicit for hire ("**Solicitation**") any of the other Party's employees or persons previously employed by the other Party in the one (1) year prior to any Solicitation, with whom Client or Enavate has had material contact during the term of this Agreement. Both Parties stipulate to the reasonableness of this provision in light of each Party's (i) legitimate business need to maintain the confidentiality of its proprietary information, and (ii) concentration of proprietary knowledge and expertise in a core group of individuals. For the avoidance of doubt, neither Party shall be deemed in breach of this provision if the Solicitation results from job postings or advertisements of general circulation

  16.2. **Use of Subcontractors**. Enavate may either perform the Services directly using Enavate personnel or, in whole or in part, through any of its Affiliates or a third-party contractor on its behalf. Enavate will be responsible for the performance of the Services of such third-party contractors to the same extent as for its own employees.

  16.3. **Export Compliance**. Client shall comply with all applicable export control laws and regulations with respect to the technologies made available or delivered to Client by Enavate under this Agreement. Client will defend, indemnify, and hold Enavate harmless from and against any violation of such laws or regulations by Client, its agents or employees.

  16.4. **Relationship of Parties**. The relationship of the Parties established under this Agreement is that of independent contractors and neither Party is a partner, employee, agent or joint venture partner of or with the other, and neither Party has the right or authority to assume or create any obligation on behalf of the other Party.

  16.5. **Assignment**. Neither Party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Enavate may assign its rights and obligations under this Agreement to a parent or subsidiary or to a successor, whether by way of merger, sale of all or substantially all of its assets or otherwise. Any attempted assignment of this Agreement not in accordance with this Section 16.5 (Assignment) shall be null and void.

  16.6. **Force Majeure**. Neither Party shall be liable for any breach of the Agreement, other than any default in payment obligations, for any delay or failure of performance resulting from any cause beyond such Party's reasonable control, including but not limited to weather, civil disturbances, acts of civil or military authorities, or acts of god.

  16.7. **Severability**. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

  16.8. **Waiver**. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving Party. Any waiver of any provision of this Agreement on one occasion will not be

deemed a waiver of such provision on any other occasion or of any other provision. No delay in acting regarding any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

16.9. **Headings**. The headings used for the sections of this Agreement are for information purposes and convenience only and in no way define, limit, construe or describe the scope or extent of the sections.

16.10. **Entire Agreement**. This Agreement, Supplemental Terms, and Order Form(s), collectively with all exhibits, schedules, attachments referenced therein or attached thereto, constitute the entire agreement between the Parties with regard to the subject matter hereof. No oral or written statements or representations that are not expressly contained in this Agreement, including those made by any employee, agent, or representative of an Affiliate of Enavate, are binding on Enavate. Except as otherwise allowed herein, no amendment to this Agreement or any Order Form shall be binding on either Party unless in writing and signed by both Parties.

ENAVATE

EXHIBIT A: PROFESSIONAL SERVICES

The following Supplemental Terms exclusively apply to and govern Professional Services (defined below) provided by Enavate to Client under the Agreement. The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the MSA.

1. **Professional Services**. Enavate provides non-recurring consulting, implementation, system migration, educational, and other professional services ("**Professional Services**") that Client may request from Enavate and that Enavate agrees to provide under a mutually executed Order Form (e.g., a work order or statement of work).

2. **Project Manager**. Client and Enavate shall each designate a project manager (each, a "**Project Manager**") from their staff responsible for all project control activities that are standard for the project. The Project Managers will: (a) maintain a current project schedule, (b) hold planned review meetings and document the results in writing, (c) receive and promptly respond to complaints, concerns, and comments, (d) document and manage change requests, and (e) manage resources and delivery dates in accordance with the projected plan. The impact of any changes to the project plan will be communicated and discussed with Client as they occur.

3. **Estimate**. Client acknowledges that, unless expressly stated otherwise in an Order Form, the schedule set forth in any Order Form for Professional Services is an estimate based on information provided by Client to Enavate. Should there be any change to the information that affects the basis of the estimate, the Parties will proceed in accordance the procedures under Section 4 (Change Control) below. During the term of the Professional Services, Enavate will provide Client with time estimates for each Deliverable and will use reasonable commercial efforts to promptly notify Client if Enavate becomes aware that the actual time to complete a project may exceed the estimated time. Client will not be obligated to pay for, and Enavate will not be obligated to perform, any additional Professional Services over and above the original estimate unless such additional Professional Services are approved by Client and agreed to by Enavate in writing.

4. **Change Control**. In the event either Party requires a material change to an Order Form, such Party will provide a written change order, change request, or equivalent form to the other for approval, specifying the change required (each an "**Order Form Amendment**"). Each party agrees that an Order Form Amendment may necessitate a change in the delivery schedule and Fees due under the applicable Order Form. No Order Form Amendment will be binding upon either Party until it is signed by the authorized representatives of both Parties.

5. **Acceptance**. Without limiting any applicable warranties set forth in the Agreement, the Professional Services will be deemed accepted upon performance and any Deliverables delivered pursuant to an Order Form will be deemed accepted within **seven (7) days** of delivery to Client.

6. **Professional Services Termination**. Pursuant to <u>Section 4.5 (Effect of Termination)</u> of the MSA, upon the expiration or termination of this Agreement or any Professional Services for any reason: (i) Client's rights to access and use the Professional Services shall immediately cease; and (ii) all undisputed Fees accrued and owed to Enavate under this Agreement prior to the termination or expiration shall become immediately due and payable and Client shall pay the same.

EXHIBIT B: MANAGED AZURE CLOUD SERVICES

The following Supplemental Terms exclusively apply to and govern the Managed Azure Cloud Services (defined below) provided by Enavate to Client under the Agreement. The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the MSA.

1. **Cloud Services.** Enavate provides configuration and support services, availability and security monitoring, help desk support, and other services through the Enavate Cloud, powered by Microsoft Azure, each on a subscription basis to Enavate's clients ("**Managed Azure Cloud Services**" or "**Cloud Services**").

2. **Cloud Services Orders**. Upon a Client's request to subscribe to the Cloud Services, the Cloud Services will be contracted in an Order Form executed by the Parties. Each Order Form will contain, among other details, an appendix describing the specific Cloud Services available to the Client and its Authorized Users, the schedule of Fees, and related terms. Each Order Form will also define the agreed-upon period of time, including any renewal periods, during which Enavate will make the Cloud Services available to the Client and its Authorized Users **("Cloud Services Term").**

3. **Microsoft and Other Third-Party Software Agreements.**

   3.1. Pursuant to the Cloud Services, Client expressly agrees to be bound by all applicable terms and conditions of the then-current Microsoft Customer Agreement ("**MCA**") published by Microsoft Corporation at https://www.microsoft.com/licensing/docs/customeragreement. Client shall take all steps, as reasonably requested by Enavate, to enable Enavate to become and remain Client's Microsoft Cloud Solution Provider ("**CSP**") throughout the Cloud Services Term. In addition, for each Third-Party Software listed on the Order Form, including but not limited to Microsoft products and services, Client agrees to comply with and be bound by the terms and conditions of the applicable third-party license or subscription agreement that governs Client's access to and use of the Third-Party Software. These terms, which may include restrictions on use, intellectual property rights, warranty disclaimers, and limitations of liability, are incorporated by reference and form an integral part of these Supplemental Terms.

4. **Cost Relief to Enavate**.

   4.1. **Regulatory and Third-Party Changes.** During the Cloud Services Term, Enavate may adjust, and Client shall pay, Fees to account for changes imposed by regulatory authorities or third parties that directly impact Enavate's costs of providing the Cloud Services. Where advance notice is within Enavate's control, Enavate will provide the Client with reasonable notice of such changes and the resulting Fee adjustments, ensuring clarity and transparency.

   4.2. **Consumption Costs**. The Client acknowledges that certain access and usage costs for the Azure Cloud Environment ("**Consumption Costs**") may vary based on usage levels. The

Client agrees to bear full responsibility for the Consumption Costs as reported by Microsoft or other applicable third parties. Enavate will make reasonable efforts to provide the Client with estimates to help manage and anticipate these costs effectively.

5. **Cloud Services Termination**. Pursuant to Section 4.5 (Effect of Termination) of the MSA, this section outlines the specific effects of terminating the Cloud Services.

   5.1. **Early Termination Fees**.

   5.1.1. **Termination due to Client's Convenience or Client's Material Breach**. If the Cloud Services are terminated by Client for convenience or by Enavate due to Client's material breach, both in accordance with the Agreement, Client shall immediately pay: (i) an amount equal to the average of the Cloud Services Fees paid or payable by Client during the three (3) months preceding Enavate's receipt of the termination notice, multiplied by the remaining months in the Cloud Services Term (provided, however, the foregoing fees may be waived at Enavate's sole discretion where termination for convenience coincides with Client's new purchase of separate Enavate cloud managed services); and (ii) any cancellation fees or other penalties imposed by applicable Third-Party Software providers.

   5.1.2. **Termination due to Enavate's Material Breach.** If the Cloud Services are terminated by Client due to Enavate's material breach in accordance with the Agreement, Client shall timely pay any cancellation fees or penalties imposed by applicable Third-Party Software providers. Enavate will cooperate with Client and the relevant Third-Party Software providers to mitigate such fees or penalties to the best of its ability. However, Client shall remain solely responsible for any unwaivable fees or penalties imposed by such Third-Party Software providers.

   5.2. **Minimum Consumption and Termination**. For any month during the Cloud Services Term, if the Client's consumption of the Cloud Services results in a greater than twenty percent (20%) reduction of Fees compared to the estimated Fees for such month as specified in the applicable Order Form, such reduction may, at Enavate's sole discretion, be deemed to constitute a termination for convenience by the Client, with all associated effects and obligations as set forth in these Supplemental Terms and the Agreement.

   5.3. **Effect of Termination**. Upon the effective date of termination or expiration of the Cloud Services including, if applicable, Transition Services:

   (i) Client shall cease all use of the Cloud Services;
   (ii) Client's access to the Azure Cloud Environment shall be disabled; and
   (iii) Client shall immediately pay all undisputed Fees, including all early termination Fees described above, to Enavate.

   5.4. **Transition Services**. On or about the termination of the Cloud Services, Client may commence, or engage a successor vendor to commence, similar services to those provided by Enavate.

5.4.1.   Upon Client notifying Enavate of its intent to transition Cloud Services and identifying a new Microsoft CSP, Enavate will (i) assist with removing its presence from the Azure Cloud Environment and transferring ownership to Client's newly chosen CSP; and (ii) cooperate with Client and/or the successor vendor to transition, convert, and migrate services ("**Transition Services**").

5.4.2.   Enavate's cooperation may include, but is not limited to: (i) making qualified personnel available for consultations and questions; (ii) transferring relevant contact information and URLs; and (iii) providing necessary technical assistance as reasonably requested by Client.

5.4.3.   Transition Services will be made available at Enavate's then-current rates for up to three (3) months following the termination of the Cloud Services. Any additional services shall require a separate, signed agreement between the Parties.

5.4.4.   Both Parties agree to act in good faith in fulfilling their obligations under this section.

6. **Client Responsibilities**.

6.1. **Organizational Responsibilities**. Client is responsible for designating a single Liaison Officer who shall be Enavate's point of contact for all matters relating to the Cloud Services. Client shall promptly notify the Enavate in writing of any successor or replacement Liaison Officer. Client acknowledges that not assigning and maintaining a Liaison Officer may lead to increases in costs and/or missed deadlines which: (i) Enavate shall not be responsible for and (ii) shall not constitute a breach of the Agreement by Enavate.

6.2. **Equipment and Software.** Client is responsible for procuring, at Client's sole expense, all necessary equipment, software, network and internet access, and performing all actions at Client's Designated Location(s) necessary for Client to: (i) access Client Software; (ii) access the Azure Cloud Environment; (iii) provide all information necessary for Enavate to satisfy its obligations under the Agreement; and (iv) ensure that the level of security and privacy reasonably satisfies the minimum requirements of Enavate, of relevant third-parties, and applicable laws and regulations in connection with the provision of the Cloud Services.

6.3. **Client Hardware.** Client is responsible for ensuring that all of Client's computers, workstations, and servers used to interface with, or use information from, the Azure Cloud Environment ("**Client Hardware**") are properly configured. These configurations include, but are not limited to, the base PC operating system, web browser(s), network configuration, and internet connectivity. The Azure Cloud Environment is designed to facilitate connectivity from Microsoft Windows based systems. Client is free to utilize operating systems (e.g. MacOS) to connect to the Azure Cloud Environment however, the Enavate makes no guarantees or warranties, and waives any and all of the same, as to functionality or compatibility for non-Windows systems. Support for non-Windows systems will be provided on a best-efforts basis and lack of compatibility or functionality with a non-Windows system shall not constitute breach of this Agreement or any applicable warranty, guarantee, or other obligation.

6.4. **Computing Environment.** Client is solely responsible for:

(i) Proper licensing, use, and operation of Client Hardware, Client Software, and any other hardware, including third-party software and hardware;

(ii) Implementation and maintenance of security policies and procedures consistent with industry standards and applicable laws and regulations including, but not limited to, industry standard firewall, spyware, and antivirus protections, and user authentication;

(iii) Providing Enavate with remote access to appropriate hardware and third-party components at Client's Designation Location(s) sufficient to perform Enavate's duties and obligations pursuant to the Cloud Services;

(iv) Informing Enavate of any legal or regulatory requirements of Client's business that may affect Enavate's performance of its duties and obligations; and

(v) All long distance and toll and line charges associated with remote access, for procuring and maintaining all device drivers, third-party operating systems, and other products and services that may be required to operate Client Software and Client Hardware.

6.5. **Responsibilities for Users**.

6.5.1. Client shall be solely responsible for all acts and omissions of all Authorized Users and Unauthorized Users who access systems within the Azure Cloud Environment, whether lawfully or unlawfully and regardless of method, by use of any password, identifier, or logon, received or obtained from Client or any Authorized User. All such acts and omissions shall be deemed acts and omissions by Client.

6.5.2. Enavate shall be solely responsible for any acts or omissions of any Unauthorized Users who access systems within the Azure Cloud Environment, whether lawfully or unlawfully and regardless of method, by use of any password, identifier, or logon, received or obtained from Enavate, its employees, subcontractors, or agents. All such acts and omissions shall be deemed acts and omissions by Enavate.

7. **Data Security**

7.1. **Security Incident Response Procedure.** If Enavate determines, or is notified by the Client, that the Azure Cloud Environment has experienced a Data Breach or other compromise, Enavate will implement its Security Incident Response Procedure. This procedure is designed to identify potential threats, isolate and remove them, and restore the Azure Cloud Environment to its last known good state, minimizing disruption and data loss. As part of this process, Enavate may take necessary actions to protect the Client's data, including but not limited to: installing advanced threat protection tools such as Endpoint Detection & Response agents, resetting passwords, temporarily restricting access to the Azure Cloud Environment, or other appropriate measures. Before reconnecting the Client's system to the Azure Cloud Environment, Enavate may, at its sole discretion, require the Client to validate that the source of the threat or Data Breach has been eliminated to prevent recurrence.

7.1.1. **Billable Activity.** All work related to the Security Incident Response Procedure shall be considered billable and is not included in the Cloud Services Fees outlined in the applicable Order Form. Enavate will make reasonable efforts to provide a good faith estimate of the work required to restore the Azure Cloud Environment to a secure state before commencing the work. However, where Client requests urgent assistance, it may

not be feasible to provide an advance estimate for the Security Incident Response Procedure. In such cases, the Client acknowledges that by requesting the procedure without prior approval of billable work, Client accepts responsibility for prompt payment of an invoice for services rendered, which will be issued after the work is completed.

7.2. **Breaches and Disclosures**. If the Client breaches this Agreement in a manner that results in a Data Breach, the Client shall, in addition to any other remedies available to Enavate under this Agreement, take all actions reasonably deemed necessary by Enavate to address and remediate the Data Breach. Upon Enavate's reasonable request, Client shall also issue a public disclosure acknowledging that the Data Breach or disclosure was not caused by any act or omission of Enavate. Similarly, if Enavate breaches this Agreement in a manner that results in a Data Breach or inappropriate disclosure of the Client, Enavate shall, in addition to any other remedies available to the Client under this Agreement, take all actions reasonably deemed necessary to address and remediate the breach or disclosure. Upon Client's reasonable request Enavate shall also issue a public disclosure acknowledging that the Data Breach or disclosure was not caused by any act or omission of the Client.

8. **No Third-Party Software Warranty.** Client acknowledges and agrees that: (i) Enavate makes no warranties in respect of any Third-Party Software; (ii) as between Enavate and Client, Client assumes full responsibility for Client's use of Third-Party Software, including any disclosure, modification, or deletion of Client Data by such software; and (iii) Enavate shall have no liability for, and Client remains obligated under this Agreement without entitlement to refunds, credits, or other compensation, for any unavailability of Third-Party Software.

9. **Out-of-Scope Services.** Any Cloud Services not expressly agreed upon by both Parties in an Order Form or Order Form Amendment ("**Out-of-Scope Services**") shall require a separate agreement, subject to mutual consent. For clarity, unless otherwise agreed in writing by the Parties, Enavate is not responsible for providing any Cloud Services beyond those specified in a mutually executed Order Form or Order Form Amendment.

10. **Definitions**. Terms used in these Supplementary Terms or in the applicable Order Form for Cloud Services and which are not defined elsewhere shall have the meanings ascribed to them below.

- "**Actual Uptime**" means the aggregate duration of time (expressed in minutes) the Azure Cloud Platform is Available during a given month. Such measurement will be calculated by subtracting Outage Time from Scheduled Uptime.

- "**Antivirus**" means Software whose primary purpose is to protect against various forms of malicious software ("malware") through the detection and deletion of such software. Modern software that protects against malware can protect from: Browser Helper Objects, browser hijackers, ransomware, keyloggers, backdoors, rootkits, trojan horses, worm, malicious LSPs, dialer, fraud tools, adware, and spyware. This is not meant to be an exhaustive list, nor a list of required protections, as antivirus software can vary in functionality and capability.

- "**Authorized Users**" means persons designated by Client, in writing to Enavate, who shall be granted access to the Azure Cloud Environment as part of the Cloud Services.

- "**Available**" or "**Availability**" means, for a given calendar month, Authorized Users have access to the Azure Cloud Platform. The calculation of the Availability percentage shall be the total Actual Uptime during such calendar month divided by the total Scheduled Uptime during such calendar month, with the result expressed as a percentage.

- "**Azure**" means the Microsoft Azure Cloud Platform and/or Environment, as provided by Microsoft as well as the Production Services required to effectively access the same.

- "**Client Hardware**" means physical equipment owned and/or operated by Client including, but not limited to, personal computers, mobile devices, network devices, and peripherals.

- "**Client Software**" means software, other than System Software, which Client has purchased or is otherwise installed or operated on Client Hardware: (i) prior to; (ii) in support of; (iii) at the suggestion by Enavate; or (iv) at any time after the execution of the Agreement.

- "**Data Breach**" means an event whereby a system is subject to unauthorized system access, ransomware, malware, data exfiltration, or is otherwise compromised.

- "**Designated Location**" means any office location where Client operates its business and is so identified as a location through or from which the Cloud Services will be accessed or otherwise utilized.

- "**Liaison Officer**" means Client's designated individual who is the key point of contact with Enavate and has the authority to make decisions on matters relating to the Cloud Services.

- "**Rates**" means amounts that Enavate charges for an hour of labor for a given resource.

- "**Security Incident**" means unauthorized access to the Azure Cloud Environment by an individual, antivirus, spyware, doxing, or other event. A "no fault" Security Incident occurs when the Enavate is not solely responsible.

- "**Service Disruption**" means loss of Services due to a power outage, server hardware failure, software failure, disruption of network service, virus attack, and/or other Security Incident or Force Majeure Event.

- "**System Software**" means software provided to Client under a subscription license agreement by Enavate or the Enavate's cloud partner to operate the Servers.

- "**Then-Current Rates**" means amounts that Enavate charge other similarly situated clients for managed services at the time Services are rendered.

- "**Unauthorized User**" means any person who is not an Authorized User.

- "**User**" means any individual who accesses any part of the Azure Environment or other services provided or covered under this Agreement.

- "**Update**" means any patch, bug fix, correction, update, enhancement, or other modification by Enavate, or by the applicable licensor of a Licensed Third-Party Application, to a Licensed Application.

ENAVATE

EXHIBIT C: RESALE OF THIRD-PARTY SOFTWARE AND MAINTENANCE

The following Supplemental Terms apply exclusively to Enavate's resale and Client's purchase of Third-Party Software, including licenses, subscriptions, access rights, software maintenance services, and related documentation owned by a third-party provider ("**Software Resale**"). For purposes of these Supplemental Terms, "Third-Party Software" does not include any software acquired as part of a purchase of Enavate's Managed Azure Cloud Services. These Supplemental Terms are incorporated into the Agreement by reference. Capitalized terms not defined in these Supplemental Terms will have the meanings assigned to them in the MSA.

1. **Enavate Responsibilities**. Enavate agrees to:

   (i) Act as an authorized intermediary to procure the Third-Party Software as specified in each applicable Order Form (e.g., each signed quote);
   (ii) Facilitate, as applicable, the delivery of or access to the Third-Party Software by providing required credentials, license keys, or other necessary tools as supplied by the owner of the Third-Party Software; and
   (iii) Use commercially reasonable efforts to make available to the Client all applicable Third-Party Software usage terms, end-user license agreements, or other relevant terms ("**Third-Party Software Terms**") as provided by the owner of the Third-Party Software.

2. **Client Responsibilities**. Client agrees to:

   (i) Provide Enavate with accurate and complete information necessary for Enavate's procurement of the Third-Party Software;
   (i) Assume sole responsibility for verifying that the Third-Party Software meets Client's business or operational needs; and
   (ii) Use the Third-Party Software only as permitted by the Third-Party Software Terms and in accordance with applicable laws and regulations.

3. **No Third-Party Software Warranty.** Client acknowledges and agrees that: (i) Enavate makes no warranties in respect of any Third-Party Software; (ii) as between Enavate and Client, Client assumes full responsibility for Client's use of Third-Party Software, including any disclosure, modification, or deletion of Client Data by such software; and (iii) Enavate shall have no liability for, and Client remains obligated under this Agreement without entitlement to refunds, credits, or other compensation, for any unavailability of Third-Party Software.

4. **Termination**. Pursuant to Section 4.5 (Effect of Termination) of the MSA, upon termination of any Third Party Software license or subscription, the Client remains responsible for all outstanding Third-Party Software Fees, including Fees payable through the end of the then-current term and, if applicable, any renewal period(s) already committed to by Client. The Client also agrees to cover any early termination charges imposed by the Third-Party Software owner, provided that Enavate will collaborate with Client and the Third-Party Software owner to minimize the financial impact of any such early termination charges.

ENAVATE

EXHIBIT D: SUPPORT SERVICES FOR THIRD-PARTY SOFTWARE

The following Supplemental Terms exclusively apply to and govern Support Services for Third-Party Software (defined below) provided by Enavate to Client under the Agreement. The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the MSA.

1. **Support Plan.** Enavate offers subscription-based support services designed to address various client needs, including break-fix support, help desk assistance for "how-to" inquiries, service administration, strategy and planning related to the Client's independently subscribed or licensed Third-Party Software ("**Application Support Services**" or "**Support Plan**").

2. **Support Plan Orders**. Upon a Client's request to subscribe to a Support Plan, the Support Plan will be contracted in an Order Form executed by the Parties. Each Order Form will contain, among other details, a description of the specific Services provisioned by Enavate under the Support Plan, the schedule of Fees, exclusions, and related terms. Each Order Form will also define the agreed-upon period of service, including any renewal periods, during which Enavate will make the Support Plan available to Client ("**Support Plan Term**").

3. **Change Control**. In the event either Party requires a material change to the Support Plan, such Party will provide a written change order, change request, or equivalent form to the other for approval, specifying the change required (each an "**Order Form Amendment**"). Each party agrees that an Order Form Amendment may necessitate a change in the delivery schedule and Fees due under the applicable Order Form. No Order Form Amendment will be binding upon either Party until it is signed by the authorized representatives of both Parties.

4. **Acceptance**. Without limiting any applicable warranties set forth in the Agreement, the Services under the Support Plan will be deemed accepted upon performance and Deliverables, if any, delivered pursuant to an Order Form will be deemed accepted within **seven (7) days** of delivery to Client.

5. **No Third-Party Software Warranty.** Client acknowledges and agrees that: (i) Enavate makes no warranties in respect of any Third-Party Software; (ii) as between Enavate and Client, Client assumes full responsibility for Client's use of Third-Party Software, including any disclosure, modification, or deletion of Client Data by such software; and (iii) Enavate shall have no liability for, and Client remains obligated under this Agreement without entitlement to refunds, credits, or other compensation, for any unavailability of Third-Party Software.

6. **Support Plan Termination**. Pursuant to Section 4.5 (Effect of Termination), upon the expiration or termination of this Agreement or any Support Plan for any reason: (i) Client's rights to access and use the Support Plan shall immediately cease; and (ii) all undisputed Fees accrued and owed to Enavate, including Fees payable through the end of the then-current Support Plan Term and, if applicable, any renewal period(s) already committed to by Client, shall become immediately due and payable and Client shall pay the same.

ENAVATE

EXHIBIT E: SOFTWARE AS A SERVICE

The following Supplemental Terms exclusively apply to and govern Software as a Service (defined below) provided by Enavate to Client under the Agreement. These Supplemental Terms are incorporated into the Agreement by this reference. Capitalized terms not defined in these Supplemental Terms will have the meanings assigned to them in the MSA.

1. **SaaS Services**.

    1.1. Enavate provides access to certain Enavate Intellectual Property in the form of hosted software residing on servers owned or contracted by Enavate ("**Software as a Service**" or "**SaaS Services**"). Enavate's clients acquire the right to access and use these SaaS Services, including support services and documentation, on a subscription basis.

    1.2. Client may request a subscription to SaaS Services via a mutually executed Order Form. Each Order Form will specify the SaaS features accessible to Client, a schedule of Fees, support services, and service levels. Each Order Form will also specify a mutually agreed subscription period, including any renewal terms, during which Enavate will make the SaaS Services available to Client and its Authorized Users ("**SaaS Services Term**").

2. **Client Responsibilities**.

    2.1. Client shall access and use the SaaS Services in compliance with the Agreement, applicable Order Forms, and all relevant laws. Without limiting the generality of the foregoing, Client is responsible for all activities under its subscription and agrees not to: (i) copy, sell, distribute, sublicense, or transfer rights to the SaaS Services, except to Authorized Users; (ii) store or transmit malicious, infringing, or unlawful material; (iii) attempt unauthorized access to the SaaS Services or interfere with their integrity or performance; (iv) modify, reverse-engineer, or create derivative works of the SaaS Services; or (v) use the SaaS Services to develop or support competing products or services.

    2.2. Client's use of the SaaS Services is dependent upon access to telecommunications and internet services. Client is solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required to access and use the SaaS Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Enavate will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services.

3. **Client Data**.

    3.1. Client will provide Client Data to Enavate in such format and by such method as reasonably requested by Enavate. Client acknowledges and agrees that Client and Client's Authorized

Users' use of the SaaS Services are conditioned upon Client's provision of Client Data to Enavate in accordance with the foregoing.

3.2. To the extent Enavate stores any Client Data, Enavate will follow its standard technical and organizational measures to protect Client Data from unauthorized access, disclosure, or use. In the event of any loss or corruption of Client Data, Enavate will follow its standard measures designed to restore the lost or corrupted Client Data from the latest backup of such Client Data maintained by Enavate.

7. **SaaS Services Termination**. Pursuant to <u>Section 4.5 (Effect of Termination)</u> of the MSA, upon the expiration or termination of this Agreement or any SaaS Services for any reason: (i) Client's rights to access and use the SaaS Services shall immediately cease; and (ii) all Fees owed to Enavate (accrued or unaccrued), including Fees payable through the end of the then-current SaaS Services Term and, if applicable, any renewal period(s) already committed to by Client, shall become immediately due and payable and Client shall pay the same.

ENAVATE

EXHIBIT F: ON-PREMISES SOFTWARE

The following Supplemental Terms exclusively apply to and govern On-Premises Software (defined below) provided by Enavate to Client under the Agreement. These Supplemental Terms are incorporated into the Agreement by this reference. Capitalized terms not defined in these Supplemental Terms will have the meanings assigned to them in the MSA.

1. **On-Premises Software**.

   1.1. Enavate offers its clients the right to use Enavate's Intellectual Property in the form of software licensed on a perpetual or term basis, as specified in an Order Form. This includes the non-exclusive, non-transferable, and limited right to install and use the software on the Customer's own equipment, along with any related support services and documentation (**"On-Premises Software"** or **"Software"**).

   1.2. Client may purchase licenses for Software through a mutually executed Order Form. Each Order Form will specify: (i) the Software version and applicable feature set(s); (ii) the schedule of Fees; (iii) the Software license term (if term-based); and (iv) a description of any related Software support and maintenance services, including the term of such support and maintenance services and any renewal provisions.

2. **Use of On-Premises Software**.

   2.1. Client may reproduce the Software and related documentation as reasonably necessary to support Client's authorized use of the Software, and for backup and archival purposes, provided such copies maintain the Enavate trademarks, trade names, logos, and notices present on the Software and documentation. Use of the Software shall be limited to the country in which the Software is initially delivered to Client.

   2.2. Copies of the Software created or transferred are licensed, not sold, and Client receives no title to or ownership of any copy or of the Software itself. Furthermore, Client receives no rights to the Software other than those specifically granted under the Agreement and applicable Order Form. Without limiting the generality of the foregoing, Client receives no right to and shall not: (a) modify, create derivative works from, distribute, publicly display, or publicly perform the Software; (b) sublicense or otherwise transfer any of the rights granted under this Agreement; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Software; or (d) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software, including without limitation as software-as-a-service. Client shall be liable for and shall indemnify and hold Enavate harmless if Client violates any restrictions in this Section 2.2

3. **Audit Rights**. Enavate reserves the right to verify that Client's use of the Software complies with the terms of the Agreement. Upon at least thirty (30) days' prior written notice, Enavate may conduct such audit during Client's normal business hours and in a manner that minimizes

disruption to Client's operations. Audits may be conducted no more than once per twelve (12) months, unless a prior audit reveals material noncompliance. Client agrees to cooperate with the audit and provide reasonable access to relevant records, systems, and personnel necessary to demonstrate compliance. If the audit reveals unauthorized use, Client shall promptly remedy the noncompliance, and if applicable, pay any unpaid fees for the excess usage based on Enavate's then-current pricing. If the underpayment exceeds five percent (5%) of the fees due for the audited period, Client shall also reimburse Enavate for the reasonable costs of the audit. Enavate will treat all information obtained in connection with the audit as confidential and will not use it for any purpose other than verifying compliance.

4. **Software Termination**. Pursuant to <u>Section 4.5 (Effect of Termination)</u> of the Agreement, upon the expiration or termination of any term-based Software license and/or any support and maintenance services for perpetual or term-based Software:

(i)   All rights granted under this Agreement to use the terminated Software and any related services shall immediately cease as of the effective date of termination. Client shall promptly discontinue all use of the Software and, if requested by Enavate, certify in writing that all copies have been deleted or destroyed; and

(ii)   All Fees owed to Enavate (accrued or unaccrued), including Fees payable through the end of the then-current term of any term-based Software and related services, as well as any committed renewal periods, shall become immediately due and payable and Client shall pay the same.