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Cloudforce Subscription License and Services Master Agreement

This Cloudforce Subscription License and Services Master Agreement (“**Agreement**”) is made and entered into as of the Effective Date by and between Cloudforce Group, Inc., a Delaware corporation (“**Company**” or “**Cloudforce**”) with its principal place of business at 120 Waterfront Street, Suite 500, National Harbor, Maryland 20745, and the Client identified on the associated Order Form. Company and Client are each referred to herein as a “**Party**” and are collectively referred to herein as the “**Parties**.” In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement shall have their meanings specified below or elsewhere in this Agreement.

1.1 “Administrative User(s)” means dedicated administrators designated by Client who are responsible for managing and overseeing the Subscription Services. These individuals are authorized to access, configure, and maintain the nebulaONE® system, ensuring its optimal performance and alignment with the Client’s operational requirements, and can submit requests for support from Cloudforce.

1.2 “Authorized End User(s)” means anyone authorized by Client to access and use the Subscription Service and associated Professional Services described in the Order Form. This includes Administrative Users.

1.3 “Company Data” means all Company intellectual property, any information or data (excluding Client Data) that is compiled, generated, or collected by the Subscription Service in connection with the access and use of the Subscription Service by Client or Authorized End User, or any information or data that identifies or describes the operation or performance of the Subscription Service.

1.4 “Confidential Information” means any proprietary information—whether in oral, written, electronic, or any other format and whether technical or business-related in nature—regarding this Agreement or Company’s products or business (including the Subscription Service), any information regarding a Party’s products, services, software, intellectual property, pricing, marketing and business plans, or other information not generally known to the public, and any other information received under circumstances reasonably interpreted as imposing an obligation of confidentiality; provided that, Confidential Information shall not include any of such information which: (a) was publicly available at the time of disclosure by the disclosing Party; (b) became publicly available after disclosure through no fault of the receiving Party; (c) was known to the receiving Party prior to disclosure by the disclosing Party; or (d) was rightfully acquired by the receiving Party after disclosure by the disclosing Party from a third party who was lawfully in possession of the information and was under no legal duty to the disclosing Party to maintain the confidentiality of the information.

1.5 “Client Data” means information or data that is provided or otherwise shared by Client in connection with the access and use of the Subscription Service by Client or any information or data that identifies the Client. Client owns all rights, titles, and interest in Client Data. Client Data does not include Performance Data.

1.6 “Client Marks” means any of Client’s trademarks, service marks, or trade names that Client may designate from time to time.

1.7 “Documentation” means the documents, user manuals, and any technical publications and specifications, as applicable, made generally available by Company to Clients relating to the operation and use of the Subscription Service.

1.8 “Infrastructure” means the Client computing environment and operational resources used to host, secure, and deliver the Subscription Service, including servers, virtual machines, network hardware, storage devices, security appliances, and cloud-based deployment environments.

1.9 “Integration or Operational Components” means any scripts, APIs, configurations, connectors, templates, or tooling provided by Cloudforce to integrate with Client’s systems or to operationalize the Subscription Service within Client’s environment.

1.10 “Intellectual Property Rights” means all intellectual property rights, howsoever arising and in whatever media, whether registered—including patents, copyrights, trademarks, service marks, trade names, design rights, database rights, trade-secrets, and any applications or renewals for the protection or registration of such rights—or not, and extensions thereof throughout the world.

1.11 “Subscription Service(s)” means all proprietary software applications, code, scripts, configurations, monitoring tools, and orchestration logic developed or used by Cloudforce to deliver the Subscription Service, including any backend components, APIs, user interfaces, and/or system workflows, whether provided by Cloudforce or by its third-party providers and the product(s) described in the Order Form made generally available for access and use by Client and Client’s Authorized End Users under this Agreement, including but not limited to:

- nebulaONE® AI subscription license, which enables users to configure their own artificial intelligence systems, together with any associated media, printed materials, or “online” or electronic documentation.
- Cloudforce Professional Services (including training and support as applicable)
- Any other products or services described in the Order Form.

1.12 “Performance Data” means information or data that reports to Company certain non-sensitive application logs, metadata, telemetry data, and other technical Performance Data generated in connection with the Subscription Services relating to the use, performance, efficacy, reliability, and/or accuracy of the services. You agree that Company may use the Performance Data for any lawful purposes, provided that Company will not identify Authorized End Users or link your Authorized End User identity to any such Performance Data.

2. SUBSCRIPTION SERVICE LICENSE AND RESTRICTIONS

2.1 License to Subscription Service. Subject to the terms and conditions of this Agreement—and provided Client maintains an active nebulaONE® AI Subscription License and Services Master Agreement and renders the payment of all applicable Fees—Company hereby grants Client and Client’s Authorized End Users a limited, non-transferable, non-sublicensable, non-exclusive, worldwide license during the Term to install and use the Subscription Service solely for Client’s internal business purposes. Client will ensure that all Authorized End Users comply with the terms of this Agreement. The Subscription Service includes the number of production and non-production instances specified in the corresponding Order Form.

2.2 License Restrictions. The rights granted to you in this Agreement are subject to the following restrictions: (a) Client and its Authorized End Users shall neither license, sublicense, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose, or otherwise commercially exploit the Subscription Services nor make the Subscription Services available to any third party without the express written consent of Company; (b) Client and its Authorized End Users shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Subscription Service; (c) Client and its Authorized End Users shall not access the Subscription Service to build a similar or competitive product or service; (d) except as expressly stated herein, no part of the Subscription Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and (e) any future release, update, upgrade, or other additional to the functionality of the Subscription Service provided by Company (if any) shall be subject to the terms of this Agreement unless Company expressly states otherwise. For the purposes of (b), if and to the extent that applicable

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laws of Client's jurisdiction require Company to give Client the right to decompile all of or any portion of the Subscription Service, Client agrees that it shall not exercise such right without first requesting such information from Company, in which case Company may (in its sole discretion) either: (a) itself provide such information to Client, subject to any such restrictions as Company considers necessary to ensure that Company and its licensors' proprietary rights in the Subscription Service are protected; or (b) impose reasonable conditions on such use of any information derived through such decompilation to ensure that Company and its licensors' proprietary rights in the Subscription Service are protected. Client shall preserve all copyright and other proprietary rights notices on the Subscription Service and all copies thereof.

2.3 Third-Party Software. Certain items of software included with the Subscription Service are licensed from third parties and subject to the terms and conditions provided by such third parties ("**Third-Party Software**"). The Third-Party Software is not subject to the terms and conditions of this Section 2. Each item of Third-Party Software is licensed under the terms of the license that accompanies such Third-Party Software. Nothing herein limits Client's rights under nor grants Client rights that supersede the terms and conditions of any applicable license for the Third-Party Software.

2.4 Support and Maintenance. Company will provide support and maintenance services ("**Support Service(s)**") in accordance with the [Client Support Services Guide](#), which may be updated from time to time by Company. Support and maintenance levels shall not be diminished during the Term of the Agreement.

2.5 Unauthorized Access. Client shall, and shall cause its Authorized End Users to, immediately notify Company of any unauthorized use, copying, or disclosure of the Subscription Service of which it becomes aware, and Client further agrees to take such commercially reasonable measures necessary to end and prevent any such further use, copying, and disclosure.

2.6 Breach of License. Company, in its sole and exclusive discretion, and without prejudice to any other remedies available to Company under this Agreement or under applicable law, may immediately terminate this Agreement in the event Client, or any of Client's Authorized End Users, violate the license grants made herein or any provision of this Section 2 (Subscription Service License and Restrictions). Each Party acknowledges and agrees that any breach of license grants made herein or any provision of this Section 2 (Subscription Service License and Restrictions) by Client or its Authorized End Users may cause immediate and irreparable injury to Company, and, in the event of such a breach, Company shall be entitled to seek and obtain injunctive relief, without bond or other security, as well as all other remedies available at law and in equity.

3. CUSTOM DEVELOPMENT AND PROFESSIONAL SERVICES

3.1 Custom Development. If a Client requests custom development work or customizations of the Subscription Service ("**Custom Development Service(s)**"), Client shall notify Company in writing. If, in Company's sole and exclusive discretion, Company agrees to provide the Custom Development Services, such Custom Development Services shall be billed to Client at Company's then-current rates for development services or a mutually agreed-upon price in an executed Statement of Work ("**SOW**"). Any Custom Development Services shall be performed pursuant to a SOW executed between Company and the Client to be incorporated herein. Company will own all rights, titles, and interest in any custom development to the Subscription Service. Client will be granted a license hereunder to such custom developments as incorporated into the Subscription Service subject to any mutually agreed-upon fees or price adjustments. To the extent, if any, that ownership of any of the custom development does not reside or automatically vest in Company, Client hereby transfers and assigns to Company all rights, titles, interest, and goodwill which Client may have in and to such custom development. Without prejudice to the generality of the foregoing, in the event that ownership of any custom development vests in Client for any reason, Client agrees to execute all such actions or instruments as Company may require to transfer or assign such ownership to Company. If there are any initial Custom Development Services to be performed after execution of this Agreement, the scope and terms of such Custom Development Services will be specified in an initial SOW attached as an exhibit hereto and incorporated herein.

3.2 Professional Services. If a Client requests project management, sales support, integration, deployment, knowledge and best practice advice, or other consultancy, support, and maintenance services related to the adoption or deployment of the Subscription Service ("**Professional Service(s)**"), Client shall notify Company in writing. If, in Company's sole and exclusive discretion, Company agrees to provide the Professional Services, such Professional Services shall be billed to Client at Company's then-current hourly rates for the staff resources required at the time or otherwise as mutually agreed up in an executed SOW between Client and Company and incorporated herein. If there are any initial Professional Services to be performed after execution of this Agreement, the scope and terms of such Professional Services will be specified in a SOW and incorporated herein.

3.3 Client Personnel, Facilities, and Resources. If applicable to any Custom Development Service or Professional Service, Client will provide Company with timely access to appropriate Client personnel and will arrange for Company personnel to have suitable and safe access to Client's facilities and applicable systems. The SOW may also specify tasks or activities for which Client is responsible and, if applicable, those tasks or activities that will be performed jointly by Client and Company.

3.4 Approvals and Information. Client will respond promptly to any request by Company for information, approvals, decisions, or authorizations that are needed by Company to perform the Custom Development Services or Professional Services. Company may, if it does not receive a timely response from Client, take actions which may include suspension of the affected Custom Development Services or Professional Services.

3.5 Changes to SOWs. Either party may propose changes to the Professional Services or Custom Development Services under an applicable SOW. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the fees and the Professional Services or Custom Development Services. The parties will document any agreed-upon changes in a mutually executed modification document ("**Change Order**").

3.6 Client Delays. If action or inaction by Client or failure of its suppliers to perform their responsibilities in a timely manner delays or prevents Company from performing the Professional Services or Custom Development Services, Company will be entitled to an equitable adjustment in the fees and schedule of performance under a modification to the applicable SOW.

4. INTELLECTUAL PROPERTY

4.1 Protection of Proprietary Rights. Client acknowledges and agrees that the Subscription Service is a commercially valuable asset of Company, of which the development required the investment of substantial time, effort, and cost by Company. Client further acknowledges and agrees that the Subscription Service contains trade secrets of Company and that it is Company's Confidential Information and is proprietary to Company. Accordingly, Client hereby agrees that it and its Authorized End Users will use the highest degree of care to maintain the confidentiality of the Subscription Service. Client and its Authorized End Users shall comply with the obligations in Section 2 (Subscription Service License and Restrictions) including (and without limiting the generality of the foregoing) limiting the use of and access to the Subscription Service to only Client's Authorized End Users.

4.2 Subscription Service and Ownership. As between Client and Company, Company owns all rights, titles, and interest in and to the Subscription Service. Except for the license granted in Section 2.1, this Agreement does not grant Client any rights, titles, or interest in any intellectual property owned or licensed by Company, including the Subscription Service. Client agrees to abide by all applicable proprietary rights laws and other laws, as well as any additional copyright notices and restrictions contained in this Agreement.

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4.3 Data Ownership. As between Client and Company, Client owns all rights, titles, and interest, including copyright and other proprietary rights, in Client Data. **Company does not collect, process, nor otherwise access any Authorized End Users' data.** As between Client and Company, the Company owns all rights, titles, and interest, including copyright and other proprietary rights, in Company Data and Performance Data, whether collected by Client or the Company.

4.4 License to Client Trademarks. Client hereby grants to Company during the Term a limited, non-transferable, non-sublicensable, non-exclusive license to use, reproduce, display, and distribute the Client Marks **solely to provide the Subscription Service to Client and its Authorized End Users**, subject to the terms and conditions of this Agreement. Client further grants Company the right to display the Client Marks on its website and marketing materials. Company acknowledges and agrees that all Intellectual Property Rights in and to the Client Marks belong to and shall continue to belong to Client (or its licensors or other third-party owners), and Company shall have no rights in or to the Client Marks other than as specifically set forth in this Agreement.

4.5 Aggregate Data. In order to provide Client and the general user community with context for reports and other uses of the Subscription Service, Company reserves the right to: (a) aggregate Performance Data to create anonymous data sets that are aggregated with other anonymous content in a manner that cannot readily identify Client or Authorized End Users as part of the data sets; (b) collect, compile, synthesize, and analyze information and data on how Client and its Authorized End Users use the Subscription Service; and (c) disclose to and share such information and data with third parties in an anonymous and aggregated form ("**Aggregate Data**"). In no event will any such Aggregate Data personally identify Client or Authorized End Users. To the extent that any Aggregate Data is collected or developed by Company, it will be solely owned by Company and may be used by Company for any lawful purpose, provided that Company agrees to comply with all applicable privacy and other laws and regulations regarding the dissemination and use of such Aggregate Data.

4.6 Analytics. As part of the Subscription Service, Company may provide Client with access to certain insights and benchmarking data created by or for Company based on Company content and Aggregate Data ("**Analytics**"). As between Client and Company, Company retains all rights, titles, and interest in and to the Analytics, including all Intellectual Property Rights therein. To the extent Company provides Client with access to any Analytics, Company hereby grants Client during the Term a limited, non-exclusive, non-sublicensable, non-transferable license, subject to the terms and conditions of this Agreement, to use and reproduce the Analytics solely for Client's internal business use. Client acknowledges that the Analytics are the Confidential Information of Company (and thus subject to the obligations in Section 6) and contain valuable trade secrets and other intellectual property of Company and its licensors.

4.7 Client Data. Company acknowledges and agrees that all Intellectual Property Rights, including, but not limited to, copyrights, patents, trade secrets, and other proprietary rights in and to the Client Data, including all related code and documentation provided by Client and constituting Client Data shall remain exclusively with Client, and that Company acquires no rights, titles, nor interest in or to any portion thereof, other than the limited rights expressly granted under this Agreement. Company shall not use, reproduce, disclose, nor exploit any Client Data for any purpose other than that which is necessary to provide the services under this Agreement and strictly in accordance with the scope and limitations of this Agreement.

5. FEES AND PAYMENT

5.1 Subscription Service Fees. The pricing and fees for the Subscription Service are set forth in the applicable Order Form (the "**Fees**") and will be invoiced in accordance with the provisions set forth therein. Unless otherwise indicated on the Order Form, Company reserves the right to change the Fees for any Renewal Term upon thirty (30) days' prior written notice to Client.

5.2 Payment Terms. All undisputed Fees to be paid by Client hereunder shall be due and payable thirty (30) days after the invoice date. All payments not made by Client when due shall be subject to late charges of the lesser of: (a) one and a half percent (1.5%) of the overdue amount per month; or (b) the maximum amount permitted under applicable law. Any failure to pay undisputed Fees will constitute a material breach of this Agreement by Client. Client must notify Company within fifteen (15) days of receipt of the invoice in the case of any disputes related to the invoiced Fees and work with Company in good faith to resolve any such dispute. Client will pay required Fees to Company in full within ten (10) days of the resolution of such dispute. Notwithstanding the foregoing, if Client is transacting this Agreement via Microsoft Marketplace, all invoices shall be due according to the payment terms in place between Client and Microsoft.

5.3 Taxes. Client shall pay all sales, use, and excise taxes (such as VAT, GST, etc.) relating to or under this Agreement, unless Client is exempt from the payment of such taxes and provides Company with sufficient evidence of such exemption.

5.4 Suspension. Without limiting Company's termination rights, Company shall have the right to suspend the Subscription Service in the event Client fails to pay any Fees when due.

6. CONFIDENTIALITY AND COMPLIANCE

6.1 Confidentiality Obligations. The Parties agree to hold each other's Confidential Information in strict confidence. The Parties agree not to make each other's Confidential Information available in any form to any third party nor to use each other's Confidential Information for any purpose other than as specified in this Agreement. Each Party agrees to take all reasonable and necessary steps to ensure that Confidential Information of either Party is not disclosed nor distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. Each Party's Confidential Information shall remain the sole and exclusive property of that Party. Each Party acknowledges that any use or disclosure of the other Party's Confidential Information, other than as specifically provided for in this Agreement, may result in irreparable injury and damage to the non-using or non-disclosing Party. Accordingly, each Party hereby agrees that, in the event of use or disclosure by the other Party other than as specifically provided for in this Agreement, the non-using or non-disclosing Party may be entitled to equitable relief as granted by any appropriate judicial body. Notwithstanding the foregoing, each Party may disclose Confidential Information to the extent necessary pursuant to applicable federal, state, or local law, regulation, court order, or other legal process, provided it provides the non-disclosing Party with a reasonable prior notice and cooperates with the non-disclosing Party to obtain protective treatment against any such compelled disclosure.

6.2 Duration. The obligations under this Section 6 (Confidentiality and Compliance) shall terminate five (5) years following expiration or termination of this Agreement or as otherwise required by applicable law (except with regard to trade secrets, which shall remain confidential and protected under the obligations of this section for so long as the information remains protected as a trade secret).

6.3 Feedback. Client and/or its Authorized End Users may provide suggestions, comments, or other feedback to Company with respect to the products and services, including the Subscription Service ("**Feedback**"). Feedback is voluntary and Company is not required to hold it in confidence. Feedback may be used by Company for any purpose without obligation of any kind. Nothing contained herein shall preclude Company from developing any products or services or enhancing any existing products or services—including, but not limited to, the products that are the subject of this Agreement—based on Feedback, provided any such developments or enhancements are not infringing on Client's Intellectual Property Rights or Confidential Information rights.

6.4 Compliance. Client acknowledges that the Subscription Service is deployed within Client's own private Microsoft Azure tenant, over which Company has no independent access or control. As such, Client is solely responsible for the security, configuration, access management, and monitoring of its Azure environment, including all application layer settings, data governance, and shared responsibility components within that environment. Company shall comply with applicable laws, regulations, and legally binding requirements relating to privacy, data protection, data security, and the processing of personal data to the extent applicable to

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Company's activities in delivering the Subscription Service.

6.5 Security.

- A. Company has implemented industry standard physical, administrative, and technical security measures applicable to its own systems, personnel, and processes used to develop, maintain, and deliver the Subscription Service. These measures are designed to: (a) protect the confidentiality and integrity of any Client Data that Company accesses or processes in the course of delivering the Subscription Service; (b) protect against anticipated threats or hazards to the security of Company's own systems and delivery infrastructure; and (c) protect against unauthorized access to Company's systems by Company personnel or third parties. Because the Subscription Service is deployed within Client's private Azure tenant, Client is responsible for maintaining appropriate security controls, network configurations, firewalls, and access management within that environment. Company shall maintain industry standard security procedures governing any personnel or processes that interact with the Subscription Service in the course of support, maintenance, or updates.
- B. **Security Incident Notification.** Because the Subscription Service is deployed within Client's private Azure tenant and Company does not have independent access to or visibility into that environment, each party is responsible for detecting, responding to, and notifying the other of security incidents within its own respective environment. In the event of a security incident within Company's own systems or delivery infrastructure that is reasonably likely to affect the Subscription Service or any Client Data accessible to Company, Company will notify the designated Client security contact in writing within seventy-two (72) hours of Company's confirmation of the incident. Such notice shall include the approximate date and time of the occurrence, the nature of the incident, a description of any Client Data potentially affected, and a summary of remediation measures being taken. Company shall cooperate fully with Client's reasonable requests for information related to any such incident and shall assist Client with legally required notifications to affected individuals to the extent the incident originated within Company's systems or processes. Client bears sole responsibility for detecting, responding to, and notifying applicable parties of any security incident originating within Client's Azure tenant or environment. A 'security incident' for purposes of this Section means any confirmed unauthorized access to, disclosure of, alteration of, or destruction of data within the responsible party's respective environment.

7. TERM AND TERMINATION

7.1 Term. The Initial Term of this Agreement shall commence on the Effective Date and continue for the period of time indicated on the associated Order Form (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall be renewed for a period of time (each period a "Renewal Term") as indicated on the associated Order Form at Company's then-current pricing, unless otherwise mutually agreed upon in the Order Form. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term."

7.2 Termination for Breach. Either Party may terminate this Agreement with thirty (30) days' prior written notice if the other Party has failed to comply with any material term, condition, or obligation of this Agreement and such Party subsequently has failed to remedy the default thirty (30) days after such notice by the non-defaulting Party.

7.3 Termination for Non-Payment. If Client fails to pay any invoice when due and does not make such payment within ten (10) days after receipt of notice from Company of such failure, then Company may, in its sole discretion, either: (a) suspend the Subscription Service until such payment is made; or (b) terminate the Subscription Service. In either event, Client shall remain liable to pay all Fees under this Agreement.

7.4 Effect of Termination. Upon termination or expiration of this Agreement for any reason, all sums owed to Company by Client will become immediately due and payable upon the effective date of termination, and each Party shall immediately cease use of all Confidential Information belonging to the other Party. Additionally, following termination of this Agreement, Client shall immediately cease use of the Subscription Service and shall irretrievably delete and/or remove all copies in its possession.

7.5 Survival. Notwithstanding any provisions contained in this Agreement to the contrary, any provisions that by their express terms survive expiration and termination of this Agreement, or any provisions that by their nature may be reasonably inferred to have been intended to survive expiration and termination of this Agreement, the following provisions shall survive expiration and termination of this Agreement: 1 (Definitions), 4 (Intellectual Property), 6 (Confidentiality and Compliance), 7.4 (Effect of Termination), 7.5 (Survival), 9 (Indemnification), 10 (Limitation of Liability), and 11 (General).

8. WARRANTIES

8.1 Limited Warranty. Each Party represents and warrants that (a) it has the authority to enter into this Agreement and to grant the rights and licenses provided herein, and that by entering into this Agreement, such Party is not in violation of any previous agreement between such Party and any third party, and (b) it will comply with all laws and regulations applicable to the obligations assumed under this Agreement.

8.2 No Other Warranties. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 8 (WARRANTIES), Company DOES NOT MAKE ANY GUARANTEE, WARRANTY, OR REPRESENTATION—EITHER EXPRESS OR IMPLIED—WITH RESPECT TO THE SUBSCRIPTION SERVICE (INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE), NOR WITH RESPECT TO ANY OTHER MATTER SET FORTH IN THIS AGREEMENT. The warranty disclaimer set forth above is a fundamental element of the basis of the Agreement between Company and Client. Company would not be able to provide the Subscription Service on an economic basis without such limitations. The warranty disclaimer inures to the benefit of Company's suppliers. Company is neither responsible nor liable for Client's or Client's Authorized End Users' negligent acts or omissions of any kind, including those which cause data breaches, data loss, or disclosure of any data resulting from such acts and omissions.

9. INDEMNIFICATION

9.1 By Company. Company will defend at its expense any suit brought against Client, and will pay any settlement Company makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that Client's use of the Subscription Service in accordance with this Agreement and the Documentation misappropriates any trade secret recognized under the Uniform Trade Secrets Act or infringes any United States, United Kingdom, or European Union copyright; or (b) Company's gross negligence or willful misconduct. If any portion of the Subscription Service becomes, or in Company's opinion is likely to become, the subject of a claim of infringement, Company may, at Company's option: (i) procure for Client the right to continue using the Subscription Service; (ii) replace the Subscription Service or any part thereof with non-infringing services which do not materially impair the functionality of the Subscription Service; (iii) modify the Subscription Service so that it becomes non-infringing; or (iv) terminate the Subscription Service and refund any fees actually prepaid by Client to Company for the remainder of the Term then in effect and, upon such termination, cause Client to immediately cease all use of the Subscription Service. Notwithstanding the foregoing, Company shall have no obligation under this section or otherwise with respect to any infringement claim(s) based upon: (a) any use of the Subscription Service which is not in accordance with this Agreement or the Documentation; (b) Company's conformance to Client's specifications; or (c) any use of the Subscription Service in combination with other products, equipment, software, or content which are not supplied by Company. This subsection states the full extent of Client's sole and exclusive remedy for infringement claims and actions.

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9.2 Procedure. To the maximum extent permitted by law, Company's obligations as set forth above are expressly conditioned upon each of the following: (a) Client shall promptly notify Company in writing of any threatened or actual claim or suit; (b) Company shall have sole control of the defense or settlement of any claim or suit; and (c) Client shall reasonably cooperate with Company to facilitate the settlement or defense of any claim or suit. Client may participate in such defense at its own expense.

9.3 By Client. Subject to applicable law(s), Client will defend at its expense any suit brought against Company or its affiliates and their respective employees, directors, or agents and pay any damages awarded in such suit, insofar as such suit is based on a third-party claim arising from: (a) Client's failure to comply with applicable law(s); or (b) Client's gross negligence or willful misconduct.

10. LIMITATION OF LIABILITY

10.1 Disclaimer of Consequential Damages. SUBJECT TO SECTION 10.3 (EXCLUSIONS), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIRECT, OR SPECIAL DAMAGES OR COSTS (INCLUDING LOST PROFITS, LOST REVENUES, LOST DATA, COSTS OF RECREATING LOST DATA, OR LOSS OF USE) RESULTING FROM ANY CLAIM OR CAUSE OF ACTION BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE (INCLUDING STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, EVEN IF EITHER PARTY OR BOTH PARTIES KNEW—OR SHOULD HAVE KNOWN—OF THE POSSIBILITY THEREOF. NO ACTION, REGARDLESS OF FORM, ARISING IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE (1) YEAR AFTER THE DATE OF THE OCCURRENCE UPON WHICH THE CLAIM OR ACTION IS BASED.

10.2 Cap on Direct Damages. SUBJECT TO SECTION 10.3 (EXCLUSIONS), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY, OR TO ANY OTHER PERSON OR ENTITY, FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE FEES PAID BY CLIENT TO COMPANY IN THE TWELVE (12) FULL CALENDAR MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH THE EVENT GIVING RISE TO THE CLAIM OCCURRED. THE OCCURRENCE OF MULTIPLE CLAIMS WILL NOT INCREASE THE FOREGOING LIMIT.

10.3 Exclusions. NOTWITHSTANDING THE FOREGOING OR ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, THE LIMITATIONS UPON THE TYPES AND AMOUNTS OF EACH PARTY'S LIABILITY, AND THE EXCLUSIONS OF CERTAIN TYPES OF DAMAGES, SET FORTH IN THIS SECTION 10 (LIMITATION OF LIABILITY), SHALL NOT APPLY TO THE FOLLOWING: (A) DAMAGES RESULTING FROM CLIENT'S BREACH OF SECTION 2 (SUBSCRIPTION SERVICE LICENSE AND RESTRICTIONS); (B) DAMAGES RESULTING FROM A BREACH OF SECTION 6.1 (CONFIDENTIALITY OBLIGATIONS); OR (C) CLAIMS SUBJECT TO OR AMOUNTS PAYABLE PURSUANT TO THE PARTIES' INDEMNIFICATION OBLIGATIONS HEREUNDER.

10.4 Compliance with Laws and Export. In connection with Client's access to and use of the Subscription Service, Client and Company are responsible for complying with all laws, regulations, and policies of all relevant jurisdictions. Unless prohibited by applicable laws, each Party shall defend, indemnify, and hold harmless the other from and against any and all damages, fines, penalties, assessments, liabilities, costs, and expenses (including attorneys' fees and expenses) arising out of any claim the Subscription Service was accessed, used, exported, or otherwise shipped or transported by the other Party in violation of applicable laws, rules, and regulations.

11. GENERAL

11.1 Nature of Relationship. In entering this Agreement, Client does so as an independent party and not as an agent, partner, or joint venturer of Company. Client does not have any right or authority, nor shall Client hold itself out as having any right or authority, to assume, create, or enter any contract or obligation—either express or implied—on behalf of in the name of or binding upon Company.

11.2 Non-Solicitation. During the Term of this Agreement, each associated SOW, and the twelve (12) month period following their respective expiration or termination, neither Party will—either directly or indirectly—employ or solicit for employment (except as permitted below) by itself any employee of the other Party who was involved in the performance of the Party's obligations, unless the hiring Party obtains the written consent of the other Party. The foregoing provision will not prohibit a general solicitation of employment in the ordinary course of business or prevent either Party from employing any employee who contacts such Party as a result of such a general solicitation or at his or her own initiative without any direct or indirect solicitation by or encouragement from such Party.

11.3 Marketing Matters. Company will have the right to issue a press release about the relationship between the Parties without Client's prior approval. Client agrees to participate in a case study and share insights about their Subscription Service experience with Company.

11.4 Bing Search. The Company provided Bing Search API will be provided as follows. Any usage beyond these thresholds will be billed on Client's monthly invoice at the current standard Bing Search API rate. **Premier:** 20,000 searches included at no additional cost per month. **Enterprise:** 40,000 searches included at no additional cost per month.

11.5 Compliance with Laws. The Parties shall comply with all applicable local, state, and federal laws and regulations, including all export laws and regulations of the United States. As required by the laws of the United States and other countries, Client: (a) understands that the Subscription Service(s) are subject to export controls under the U.S. Department of Commerce's Export Administration Regulations (EAR); (b) is not located in a prohibited destination country under the EAR or U.S. sanctions regulations; and (c) will not export, re-export, or transfer the Subscription Service—without the necessary export license(s) or authorization(s)—to any prohibited destinations, persons, or entities on the U.S. Bureau of Industry and Security's Denied Persons List or Entity List, the U.S. Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List, or any similar lists maintained by other countries.

11.6 Construction. The section headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement. As used in this Agreement, the words "include" and "including," and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words "without limitation."

11.7 Governing Law; Venue; Severability. If one or more of the provisions herein shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforcement of the remaining provisions shall not be affected or impaired. For United States-based clients, this Agreement—and any dispute or claim arising out of or in connection with it or its subject matter—shall be governed by the laws of the state in which the client is primarily headquartered. Venue for any disputes shall be in the Federal Courts of the state in which the client is primarily headquartered. For non-United States-based clients, this agreement—and any dispute or claim arising out of or in connection with it or its subject matter—shall be resolved by final and binding arbitration conducted under the rules of the International Chamber of Commerce by application of the substantive law of England and Wales (without regard to its conflicts of laws principles). The arbitral tribunal shall have the sole power to rule on any challenge to its own jurisdiction without any need to refer such matters first to a court, and all issues regarding arbitrability shall be decided solely by the arbitral tribunal. The parties shall conduct the arbitration remotely using secure videoconferencing in which all parties, counsel, witnesses and arbitrator(s) shall appear remotely for the arbitration proceedings; the parties agree that the use of videoconferencing technology shall not serve as a basis for any objection or challenge to the award in any action in a state or federal court of competent jurisdiction. The language of the arbitration shall be English. The claimant shall commence the arbitration by delivering a notice of arbitration to the respondent, setting out the nature of the claim(s) and the relief requested. Within 30 days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), setting out the nature of such counterclaims(s) and the relief requested. The tribunal shall consist of one arbitrator appointed according to the rules of the International Chamber of Commerce, and such rules will also govern the

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tribunal. The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties, and the decisions made by the arbitral tribunal, including its awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law. The tribunal shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorneys' fees. The parties expressly waive and forego any right to punitive, exemplary, or similar damages. The parties further agree that judgment may be entered upon the award by any court having jurisdiction, whether by virtue of the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards or otherwise. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. NO PARTY WILL ELECT, AND EACH PARTY HEREBY WAIVES ITS RIGHT TO, A TRIAL BY JURY IN ANY ACTION, SUIT, MATTER, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT. FURTHER, NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL (INCLUDING MULTIPLE OR PUNITIVE), OR OTHER INDIRECT DAMAGES THAT ARE CLAIMED TO BE INCURRED BY THE OTHER PARTY, WHETHER SUCH CLAIM ARISES UNDER CONTRACT, TORT (INCLUDING STRICT LIABILITY), OR OTHER THEORY OF LAW.

11.8 Assignment. Client shall not assign this Agreement—or any rights or obligations hereunder—without the express written consent of Company, save as described in the Agreement. Company reserves the right to assign this Agreement to any affiliate or any entity in connection with the sale, combination, or transfer of all or substantially all of the assets or capital stock or from any other corporate form of reorganization by or of Company. Subject to all the terms and conditions hereof, this Agreement inures to the benefit of and is binding upon the Parties hereto and their successors and assigns.

11.9 Waiver. All waivers must be in writing. The failure to enforce or the waiver by either Party of one default or breach of the other Party shall not be a waiver of any subsequent default or breach.

11.10 Notices. All notices required or permitted hereunder shall be in writing and delivered via email to the Parties' respective email addresses set forth in the associated Order Form. All notices shall be deemed effective upon delivery.

11.11 Force Majeure. Except with regard to payment obligations, either Party shall be excused from delays in performing or from failing to perform its obligations under this Agreement to the extent the delays or failures result from causes beyond the reasonable control of the Party, including, but not limited to, default of subcontractors or suppliers, failures of third-party software, default of third-party vendors, acts of God or of the public enemy, U.S. or foreign governmental actions, labor shortages or strikes, communications or utility interruption or failure, fire, flood, epidemic, and freight embargoes. However, to be excused from delay or failure to perform, the Party must act diligently to remedy the cause of the delay or failure.

11.12 Remedy. The rights and remedies of the Parties will be cumulative (and not alternative). In the event of any litigation between the Parties relating to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and court costs from the other Party.

11.13 Entire Agreement. This Agreement, and each exhibit hereto, together constitute the entire understanding of the Parties with respect to the subject matter hereof, and together constitute the entire understanding of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous written and oral agreements with respect to the subject matter. No modification of this Agreement shall be binding on either Party unless it is in writing and signed by both Parties. In the event of any conflict or inconsistency between this Agreement and any exhibit, the terms and conditions of this Agreement shall prevail.

11.14 No Third-Party Beneficiary. The provisions in this Agreement list rights and obligations of the Parties, and nothing in this Agreement will be deemed to provide any third party with any enforcement or other rights under this Agreement.

11.15 For U.S Government End Users. The Subscription Service is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Subscription Service is provided to U.S. Government End Users (a) only as a commercial end item and (b) with only those rights as are granted to all other customers pursuant to the terms and conditions herein.

11.16 Export Controls; Sanctions. The Subscription Service and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Client shall comply with all applicable laws and regulations (including but not limited to the relevant laws and regulations in the U.S. and U.K., as applicable) relating to sanctions, embargoes, trade restrictions, and export controls with respect to Client's use, implementation, and performance of this Agreement (including use of the Subscription Service and related technology). Client acknowledges that it has the responsibility to obtain any required authorization to export, re-export, or import the Subscription Service and related technology. Furthermore, Client represents and warrants (on an ongoing basis) that: (a) neither Client, nor any of its officers, directors, trustees, or governing board members, is designated on or under any of the U.S. Department of the Treasury's List of Specially Designated Nationals and Blocked Persons, the U.S. Department of Commerce Bureau of Industry and Security Denied Persons List, the U.S. Department of Commerce Bureau of Industry and Security Entity List, the UK Sanctions List, the consolidated list of persons, groups, and entities subject to EU financial sanctions, and/or any other applicable list of sanctioned, prohibited, or restricted parties or territories (each, a '**Sanctions List**'); and (b) no entity or person (whether natural or legal) that controls, is controlled by, or is under common control with Client (where '**control**' means the direct or indirect power to direct the affairs of an entity through voting power, economic or contractual interest, or otherwise), or that is otherwise acting on Client's behalf or for Client's benefit, is designated on or under any Sanctions List. Client shall indemnify and hold Company harmless from all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising from or relating to any breach by Client of its obligations or representations under this Section.

11.17 Severability. If any provision of this Agreement is 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 will remain in full force and effect. Without limiting the generality of the foregoing, Client agrees that Section 10 will remain in effect.

11.18 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original and all of which taken together shall constitute one and the same Agreement.

11.19 Order of Precedence. To the extent of any inconsistency between this Agreement, the Order Form, and/or any SOW, the order of precedence shall be as follows: (i) this Agreement, (ii) the Order Form, and (iii) a SOW.

12. AFFILIATE PARTICIPATION

Client agrees that the terms, conditions, and provisions of this Agreement may be extended to and utilized by affiliated institutions, political subdivisions, and state and local government agencies (collectively, "**Affiliates**"), including but not limited to public and private universities, school districts, municipalities, counties, and local and state agencies, without the requirement of separate competitive bidding or procurement processes, subject to the following conditions:

- A. Opt-In Requirement.** Each Affiliate wishing to participate under this Agreement shall execute a separate written order form or participation agreement referencing this Agreement, which shall incorporate all terms herein by reference.
- B. Separate Obligation.** Each Affiliate's participation shall constitute a separate and independent contractual obligation between Cloudforce and that Affiliate.

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Client shall bear no liability for the obligations or defaults of any Affiliate.

- C. **Pricing.** While Affiliates may participate under the terms and conditions of this Agreement, pricing shall be negotiated separately and independently between Cloudforce and each participating Affiliate. Pricing established under this Agreement is specific to Client and shall not be presumed to apply to any Affiliate. Each Affiliate's pricing shall be memorialized in its respective Order Form as referenced herein.
- D. **No Modification.** Affiliates may not modify the core terms of this Agreement without written consent of Cloudforce. Affiliates may, however, negotiate supplemental terms specific to their jurisdiction or institutional requirements, provided such terms do not conflict with this Agreement.
- E. **Governing Law.** Each Affiliate's participation shall be governed by the laws of the jurisdiction applicable to that Affiliate, except to the extent that such laws conflict with the material terms hereof.
- F. **Termination of Base Agreement.** Termination of this Agreement by Client shall not automatically terminate any Affiliate participation agreement then in effect, unless Company elects to terminate such agreements upon written notice.