



Bonterms Software License Terms (Version 1.0)

1. Using this Standard Agreement.

- 1.1. Standard Agreement. This Bonterms Software License Terms (Version 1.0) ("**Standard Agreement**") sets forth the terms and conditions under which Provider makes available Subscriptions to its Provider Software (a "**Product**"). Capitalized terms are defined in context or in Section 20 (Definitions).
- 1.2. Entering the Agreement. Customer and Provider enter into this Standard Agreement by executing a Cover Page that specifies Key Terms, Attachments (such as a Support Policy) and any Additional Terms. Collectively, the Standard Agreement, Cover Page and any Orders form the parties' agreement ("**Agreement**").
- 1.3. Order of Precedence. In the event of a conflict between the elements of the terms and conditions making up the Agreement, the order of precedence is: (i) any Amendment, (ii) Cover Page (first any Additional Terms and then Attachments) and (iii) this Standard Agreement.

2. Products.

- 2.1. Provider Software. Subject to this Agreement (including Section 2.2 (Restrictions)), Customer may install, copy and use the Provider Software for its own business purposes in accordance with the Permitted Use.
- 2.2. Restrictions. Customer will not and will not permit anyone else to: (a) sell, sublicense, distribute or rent the Product (in whole or part), grant non-Users access to the Product or use the Product to provide a hosted or managed service to others, (b) reverse engineer, decompile or seek to access the source code of the Product, except to the extent these restrictions are prohibited by Laws and then only upon advance notice to Provider, (c) copy, modify, create derivative works of or remove proprietary notices from the Product, (d) circumvent access restrictions to any Product, or (e) use the Product to develop a product or service that competes with the Product.
- 2.3. High-Risk Activities. Customer will not use the Product for High-Risk Activities and acknowledges that the Product is not designed for (and Provider has no liability for) use in connection with High-Risk Activities.
- 2.4. Users. Customer may permit Users to use the Product on its behalf. Customer is responsible for provisioning and managing its User accounts, for its Users' actions through the Product and for their compliance with this Agreement. Customer will ensure that Users keep their login credentials confidential and will promptly notify Provider upon learning of any compromise of User accounts or credentials.

3. Data.

- 3.1. Usage Data.
 - (a) Provider may collect Usage Data and use it to operate, improve and support the Product and for other lawful business purposes, including benchmarking and reports. However, Provider will not disclose Usage Data externally unless it is (i) de-identified so that it does not identify Customer, its Users or any other person and (ii) aggregated with data across other customers.
 - (b) Customer may disable collection of Usage Data through settings in the Product or other means provided by Provider.

4. **Mutual Compliance with Laws**. Each party will comply with all Laws that apply to its performance under this Agreement.

5. Support.

- 5.1. Support. Provider will provide Support for the Product as described in the **Support Policy** on the Cover Page. If no Support Policy is identified, Provider will provide Support for the Product consistent with industry standards and its general business practices.

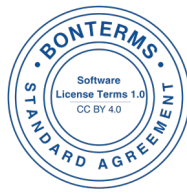


6. Warranties.

- 6.1. Mutual Warranties. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
- 6.2. No Viruses. Provider represents and warrants that the Product will be free from Viruses upon delivery.
- 6.3. Product and Professional Services Warranty.
 - (a) Scope. Provider warrants that: (i) the Product will perform materially as described in the Documentation and that Provider will not materially decrease the overall functionality of the Product during the Subscription Term (provided Customer is using currently-supported versions) (the "**Performance Warranty**") and (ii) any Professional Services will be provided in a professional and workmanlike manner (the "**Professional Services Warranty**").
 - (b) Claim Report. Customer must report a breach of warranty in reasonable detail ("**Claim**") within 30 days after discovering the issue in the Product or Professional Services ("**Claim Period**").
 - (c) Remedy. Within 30 days of receiving a verified Claim during the Claim Period ("**Fix Period**"), Provider will use reasonable efforts to correct or provide a reasonable workaround ("**Fix**") for the Claim. If Provider fails to provide a Fix during the Fix Period, either party may on notice to the other terminate the Order as relates to the non-conforming Product or Professional Services, in which case Provider will refund to Customer any prepaid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Professional Services (for the Professional Services Warranty).
 - (d) Exclusive Remedy. **The procedures set forth in this Section 6.3 are Customer's exclusive remedies and Provider's sole liability for breach of the Performance Warranty.**
- 6.4. Disclaimers. **Except as expressly set out in this Agreement, each party disclaims all warranties, whether express, implied, statutory or otherwise, including warranties of merchantability, fitness for a particular purpose, title and noninfringement. Provider's warranties in this Section 6 do not apply to issues arising from Third-Party Platforms or misuse or unauthorized modifications of the Product. These disclaimers apply to the full extent permitted by Law.**
7. **Open Source**. Provider Software may include third-party open source software ("**Open Source**") as listed in the Documentation or by Provider upon request. Customer acknowledges that its license to use any Open Source will be the Open Source license applicable to such code and not the license to Provider Software in Section 2.1 (Provider Software) above to the extent required by such Open Source license.
8. **Third-Party Platforms**. If the Product includes such capabilities, Customer may choose to enable integrations or exchange data with Third-Party Platforms. Customer's use of a Third-Party Platform is governed by its agreement with the relevant provider, not this Agreement, and Provider is not responsible for Third-Party Platforms or how their providers use Customer's data.
9. **Professional Services**. Provider will perform Professional Services as described in a Statement of Work, which may identify additional terms or milestones for the Professional Services. Customer will give Provider timely access to Customer Materials reasonably needed for Professional Services, and Provider will use the Customer Materials only for purposes of providing Professional Services. Subject to any limits in a Statement of Work, Customer will reimburse Provider's reasonable travel and lodging expenses incurred in providing Professional Services. Customer may use code or other deliverables that Provider furnishes as part of Professional Services only in connection with Customer's authorized use of the Product under this Agreement.
10. **Fees**.
 - 10.1. Payment. Customer will pay the fees described in the Order. Unless the Order states otherwise, all amounts are due within 30 days after the invoice date (the "**Payment Period**"). Late payments are subject to a charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees and expenses are non-refundable except as expressly set out in this Agreement.



- 10.2. **Taxes.** Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign (“**Taxes**”), other than Provider’s income tax. Fees and expenses are exclusive of Taxes.
- 10.3. **Payment Disputes.** If Customer disputes an invoice in good faith, it will notify Provider within the Payment Period and the parties will seek to resolve the dispute over a 15-day discussion period. Customer is not required to pay disputed amounts during the discussion period, but will timely pay all undisputed amounts. After the discussion period, either party may pursue any available remedies.
11. **Export Control.** Each party (a) will comply with all export and import Laws in performing this Agreement and (b) represents and warrants that it is not listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country subject to a U.S. government embargo or designated by the U.S. government as a “terrorist-supporting” country.
12. **Term and Termination.**
- 12.1. **Subscription Terms.** Each Subscription Term will last for an initial 12-month period unless the Order states otherwise.
- 12.2. **Term of Agreement.** This Agreement starts on the **Effective Date** and continues until the end of all Subscription Terms, unless sooner terminated in accordance with its terms. If no Subscription is in effect, either party may terminate this Agreement for any or no reason with notice to the other party.
- 12.3. **Termination.** Either party may terminate this Agreement (including all Subscriptions) if the other party (a) fails to cure a material breach of this Agreement within 30 days after notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors’ arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.
- 12.4. **Effect of Termination.**
- (a) Customer’s right to use the Product, receive Support and obtain Professional Services will cease upon any termination or expiration of this Agreement, subject to this Section 12.
 - (b) The following Sections will survive termination or expiration of this Agreement: 2.2 (Restrictions), 2.3 (High-Risk Activities), 3.1 (Usage Data), 6.4 (Disclaimers), 12.4 (Effect of Termination), 13 (Intellectual Property), 14 (Limitations of Liability), 15 (Indemnification), 16 (Confidentiality), 19 (General Terms) and 20 (Definitions).
 - (c) Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.
13. **Intellectual Property.**
- 13.1. **Reserved Rights.** Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for Provider’s express rights in this Agreement, as between the parties, Customer retains all intellectual property and other rights in Customer Materials provided to Provider. Except for Customer’s express rights in this Agreement, as between the parties, Provider and its licensors retain all intellectual property and other rights in the Product, Professional Services deliverables and related Provider technology.
- 13.2. **Feedback.** If Customer gives Provider feedback regarding improvement or operation of the Product, Support or Professional Services, Provider may use the feedback without restriction or obligation. All feedback is provided “AS IS” and Provider will not publicly identify Customer as the source of feedback without Customer’s permission.
14. **Limitations of Liability.**
- 14.1. **General Cap.** Each party’s entire liability arising out of or related to this Agreement will not exceed the General Cap.
- 14.2. **Consequential Damages Waiver.** **Neither party will have any liability arising out of or related to this Agreement for indirect, special, incidental, reliance or consequential damages or damages for loss of use, lost profits or interruption of business, even if informed of their possibility in advance.**
- 14.3. **Exceptions.** **Sections 14.1 (General Cap) and 14.2 (Consequential Damages Waiver) will not apply to Uncapped Claims.**



14.4. Nature of Claims. The waivers and limitations in this Section 14 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

14.5. Liability Definitions.

“General Cap” means amounts paid or payable by Customer to Provider under this Agreement in the 12 months immediately preceding the first incident giving rise to liability.

“Uncapped Claims” means (i) the indemnifying party’s obligations under Section 15 (Indemnification), (ii) either party’s infringement or misappropriation of the other party’s intellectual property rights, (iii) any breach of subsection (a) (distribution restrictions), (b) (reverse engineering restrictions) or (c) (derivative work restrictions) of Section 2.2 (Restrictions) or Section 16 (Confidentiality) and (iv) liabilities that cannot be limited by Law.

15. Indemnification.

15.1. Indemnification by Provider. Provider, at its own cost, will defend Customer from and against any Provider-Covered Claims and will indemnify and hold harmless Customer from and against any damages or costs awarded against Customer (including reasonable attorneys’ fees) or agreed in settlement by Provider resulting from the Provider-Covered Claims.

15.2. Indemnification by Customer. Customer, at its own cost, will defend Provider from and against any Customer-Covered Claims and will indemnify and hold harmless Provider from and against any damages or costs awarded against Provider (including reasonable attorneys’ fees) or agreed in settlement by Customer resulting from the Customer-Covered Claims.

15.3. Indemnification Definitions.

“Customer-Covered Claim” means a third-party claim that any Customer Materials, when used by Provider as authorized under this Agreement, infringe or misappropriate a third party’s intellectual property rights.

“Provider-Covered Claim” means a third-party claim that the Product, when used by Customer as authorized in this Agreement, infringes or misappropriates a third party’s intellectual property rights.

15.4. Procedures. The indemnifying party’s obligations in this Section 15 are subject to receiving from the indemnified party: (a) prompt notice of the claim (but delayed notice will only reduce the indemnifying party’s obligations to the extent it is prejudiced by the delay), (b) the exclusive right to control the claim’s investigation, defense and settlement and (c) reasonable cooperation at the indemnifying party’s expense. The indemnifying party may not settle a claim without the indemnified party’s prior approval if settlement would require the indemnified party to admit fault or take or refrain from taking any action (except regarding use or nonuse of the Product when Provider is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

15.5. Mitigation. In response to an infringement or misappropriation claim, if required by settlement or injunction or as Provider determines necessary to avoid material liability, Provider may: (a) procure rights for Customer’s continued use of the Product, (b) replace or modify the allegedly infringing portion of the Product to avoid infringement, without reducing the Product’s overall functionality or (c) terminate the affected Subscription and refund to Customer any prepaid, unused fees for the terminated portion of the Subscription Term.

15.6. Exceptions. Provider’s obligations in this Section 15 do not apply to claims resulting from (a) modification or unauthorized use of the Product, (b) use of the Product in combination with items not provided by Provider, including Third-Party Platforms or (c) Provider Software other than the most recent release, if Provider made available (at no additional charge) a newer release that would avoid infringement.

15.7. Exclusive Remedy. This Section 15 sets out the indemnified party’s exclusive remedy and the indemnifying party’s sole liability regarding third-party claims of intellectual property infringement or misappropriation covered by this Section 15.



16. Confidentiality.

16.1. Use and Protection. As recipient, each party will (a) use Confidential Information only to fulfill its obligations and exercise its rights under this Agreement, (b) not disclose Confidential Information to third parties without the discloser's prior approval, except as permitted in this Agreement and (c) protect Confidential Information using at least the same precautions recipient uses for its own similar information and no less than a reasonable standard of care.

16.2. Permitted Disclosures.

(a) *Personnel.* The recipient may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for Provider, the subcontractors referenced in Section 19.9), provided it remains responsible for their compliance with this Section 16 and they are bound to confidentiality obligations no less protective than this Section 16.

(b) *Required by Law.* The recipient may disclose Confidential Information to the extent required by Law. If permitted by Law, the recipient will give the discloser reasonable advance notice of the required disclosure and reasonably cooperate, at the discloser's expense, to obtain confidential treatment for the Confidential Information.

16.3. Exclusions. These confidentiality obligations do not apply to information that the recipient can document (a) is or becomes public knowledge through no fault of the recipient, (b) it rightfully knew or possessed, without confidentiality restrictions, prior to receipt from the discloser, (c) it rightfully received from a third party without confidentiality restrictions or (d) it independently developed without using or referencing Confidential Information.

16.4. Remedies. Breach of this Section 16 may cause substantial harm for which monetary damages are an insufficient remedy. Upon a breach of this Section 16, the discloser is entitled to seek appropriate equitable relief, including an injunction, in addition to other remedies.

17. **Publicity.** Neither party may publicly announce this Agreement without the other party's prior approval or except as required by Laws.

18. **Trials and Betas.** Use of Trials and Betas is permitted only for Customer's internal evaluation during the period designated in the Order (or if not designated, 30 days). Either party may terminate Customer's use of Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features never released. **Notwithstanding anything else in this Agreement, Provider offers no warranty, indemnity, or Support for Trials and Betas and its liability for Trials and Betas will not exceed US\$1,000.**

19. General Terms.

19.1. Assignment. Neither party may assign this Agreement without the prior consent of the other party, except that either party may assign this Agreement, with notice to the other party, in connection with the assigning party's merger, reorganization, acquisition or other transfer of all or substantially all of its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

19.2. Governing Law and Courts. The **Governing Law** governs this Agreement and any action arising out of or relating to this Agreement, without reference to conflict of law rules. The parties will adjudicate any such action in the **Courts** and each party consents to the exclusive jurisdiction and venue of the **Courts** for these purposes.

19.3. Notices.

(a) Except as set out in this Agreement, notices, requests and approvals under this Agreement must be in writing to the addresses on the Cover Page and will be deemed given: (i) upon receipt if by personal delivery, (ii) upon receipt if by certified or registered U.S. mail (return receipt requested), (iii) one day after dispatch if by a commercial overnight delivery service or (iv) upon delivery if by email.

(b) Either party may update its notice address with notice to the other. Provider may also send operational notices through the Product.



19.4. Entire Agreement.

- (a) This Agreement is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. Terms in purchase orders used by Customer will not amend or modify this Agreement; any such documents are for administrative purposes only. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

19.5. Amendments.

- (a) Any amendments to this Agreement must be in writing and signed by each party's authorized representatives (an "**Amendment**"). Amendments become part of this Agreement.
- (b) Orders may include Use Restrictions but not modify any other part of the Agreement unless the Order specifically identifies the provisions that it supersedes.

19.6. License Verification and Audit.

- (a) Upon Provider's request, Customer will certify in writing that its use of the Product is in full compliance with the terms of this Agreement, including the applicable Permitted Use. If Customer exceeds the Permitted Use, Customer will pay Provider for its past and ongoing excess use at the rates set forth in the applicable Order.
- (b) To the extent Provider lacks a mechanism to directly confirm compliance with Permitted Use (or this has been disabled through settings by Customer), Provider may, with prior reasonable notice of at least 30 days, conduct an audit of the copies of the Product in use by Customer during regular business hours. Information obtained during any audit will be treated as Customer's Confidential Information, except Provider may use such information to enforce this Agreement.
- (c) Provider will pay the costs of any audit unless the audit reveals that Customer's usage exceeds the Permitted Use by more than 5%, in which case Customer will reimburse Provider for the reasonable costs of the audit.
- (d) Provider will not exercise these audit rights more than once annually except in cases of repeated violations.

19.7. Waivers and Severability. Waivers must be signed by the waiving party's authorized representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

19.8. Force Majeure. Neither party is liable for a delay or failure to perform this Agreement due to a Force Majeure. If a Force Majeure materially adversely affects the Product or Support for 15 or more consecutive days, either party may terminate the affected Subscription upon notice to the other and Provider will refund to Customer any prepaid, unused fees for the terminated portion of the Subscription Term. However, this Section 19.8 does not limit Customer's obligations to pay fees owed.

19.9. Subcontractors. Provider may use subcontractors and permit them to exercise Provider's rights and fulfill Provider's obligations, but Provider remains responsible for each subcontractor's compliance with this Agreement and for Provider's overall performance under this Agreement. This does not limit any additional terms for subprocessors under a DPA.

19.10. Independent Contractors. The parties are independent contractors, not agents, partners or joint venturers.

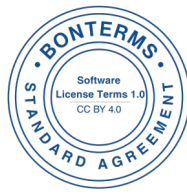
19.11. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

19.12. Government Rights. To the extent applicable, the Product is "commercial computer software" or a "commercial item" for purposes of FAR 12.212 and DFARS 227.7202. Use, reproduction, release, modification, disclosure or transfer of the Product is governed solely by the terms of this Agreement, and all other use is prohibited.



20. Definitions.

- 20.1. **"Additional Terms"** means any additions to or modifications of this Standard Agreement that the parties specify on the Cover Page.
- 20.2. **"Agreement"** is defined in Section 1.2 (Entering the Agreement).
- 20.3. **"Amendment"** is defined in Section 19.5 (Amendments).
- 20.4. **"Attachments"** means any attachments, policies or documents that the parties specify on the Cover Page.
- 20.5. **"Confidential Information"** means information disclosed by or on behalf of one party (as discloser) to the other party (as recipient) under this Agreement, in any form, which (a) the discloser identifies to recipient as "confidential" or "proprietary" or (b) should be reasonably understood as confidential or proprietary due to its nature and the circumstances of its disclosure. Provider's Confidential Information includes technical or performance information about the Product, and Customer's Confidential Information includes Customer Materials.
- 20.6. **"Courts"** is defined in Section 19.2 (Governing Law and Courts).
- 20.7. **"Cover Page"** means a document that (a) incorporates this Standard Agreement by reference, (b) specifies the Key Terms and any Additional Terms and incorporates any Attachments and (c) is signed by Customer and Provider.
- 20.8. **"Customer"** means the party identified as "Customer" on the Cover Page.
- 20.9. **"Customer Materials"** means materials and resources that Customer makes available to Provider in connection with Support or Professional Services.
- 20.10. **"Documentation"** means Provider's standard usage documentation for the Provider Software. Documentation is included in the definition of "Provider Software" unless otherwise specified.
- 20.11. **"Force Majeure"** means an unforeseen event beyond a party's reasonable control, such as a strike, blockade, war, pandemic, act of terrorism, riot, third-party Internet or utility failure, refusal of government license or natural disaster, where the affected party takes reasonable and customary measures to avoid or mitigate such event's effects.
- 20.12. **"Governing Law"** is defined in Section 19.2 (Governing Law and Courts).
- 20.13. **"High-Risk Activities"** means activities where use or failure of the Product could lead to death, personal injury, or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.
- 20.14. **"Key Terms"** means Effective Date, Governing Law and Courts specified by the parties on the Cover Page.
- 20.15. **"Laws"** means all laws, regulations, rules, court orders or other binding requirements of a government authority that apply to a party.
- 20.16. **"Open Source"** is defined in Section 7.
- 20.17. **"Order"** means an order by Customer for a Subscription, Support, Professional Services or related services that is executed by the parties and references this Agreement.
- 20.18. **"Permitted Use"** means use of a Product in accordance with the applicable Subscription, any Use Restrictions and the Documentation.
- 20.19. **"Product"** is defined in Section 1.1 (Standard Agreement).
- 20.20. **"Professional Services"** means training, migration or other professional services that Provider furnishes to Customer related to the Product.
- 20.21. **"Provider"** means the party identified as "Provider" on the Cover Page.
- 20.22. **"Provider Software"** means Provider's proprietary installed or on-premises software or apps identified in the applicable Order. Provider Software includes any updates or maintenance releases provided through Support but does not include Professional Services deliverables or Third-Party Platforms.



- 20.23. **“Standard Agreement”** is defined in Section 1.1 (Standard Agreement).
- 20.24. **“Statement of Work”** means a statement of work for Professional Services that is signed by the parties and references this Agreement.
- 20.25. **“Subscription”** means the right for Customer to access the Product and any related Support as described in the applicable Order.
- 20.26. **“Subscription Term”** means the term for a Subscription as identified in the applicable Order.
- 20.27. **“Support”** means support for the Product as described in Section 5.1 (Support).
- 20.28. **“Support Policy”** is defined in Section 5.1 (Support).
- 20.29. **“Third-Party Platform”** means any product, add-on or platform not provided by Provider that Customer uses with the Product.
- 20.30. **“Trials and Betas”** mean access to the Product on a free or trial basis or to particular versions of the Product designated by Provider as “beta” or “early access.”
- 20.31. **“Usage Data”** means Provider’s technical logs, data and learnings about Customer’s use of the Product, but excluding Customer Materials.
- 20.32. **“Use Restrictions”** means user, seat, copy, installation, license or other scope of use restrictions for the Product as specified in the applicable Order.
- 20.33. **“User”** means anyone that Customer allows to use the Product, who may include (a) employees, advisors and contractors of Customer and (b) others if permitted in this Agreement, the Documentation or an Order.
- 20.34. **“Virus”** means viruses, malicious code or similar harmful materials.