ACCURIS

ACCURIS ONLINE TERMS AND CONDITIONS FOR THE PROVISION OF PRODUCTS AND SERVICES

The following Accuris Online Terms and Conditions for the Provision of Products and Services ("Online T&Cs") will govern the licensing of Accuris Products and Services detailed in the Order Form or SOW. By executing the Order Form or SOW, Customer accepts and agrees to be bound by these Online T&Cs.

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The order of precedence is:
(i) First, the Order Form or SOW executed by both Parties
(ii) Second, the relevant Exhibit attached hereto, which applies to the Order Form or SOW
(iii) Third, these Online T&Cs and any amendments hereto.

ONLINE TERMS AND CONDITIONS

1. DEFINITIONS.

1.1 "Affiliate" means any legal entity which controls, is controlled by, or is under common control of either Party (ownership of more than 50% of assets, voting securities, partnership, equity interest or stock with control over day-to-day operations). Affiliates of the Parties may enter into an Order Form or SOW governed by these Online T&Cs and applicable Exhibits. In such case, references to "Customer", "Accuris" or a "Party" in the Agreement will be read, for the purposes of such Order Form or SOW, to mean the specific Customer Affiliate and/or Accuris Affiliate (as applicable) identified in and executing such Order Form or SOW.

1.2 "Agreement" means these Online T&Cs, the applicable Exhibit(s), and the Order Form and/or SOW.

1.3 "Accuris Property" means: (a) the business process, management and analytics technologies of Accuris, including without limitation any algorithms, analyses, copyrights, data, databases, Documentation, domain names, formats, forecasts, formulas, inventions, know-how, methodologies, patents, processes, tools, trade secrets, Products and — except as otherwise provided in a SOW — Deliverables, and (b) any and all derivative works, enhancements, or other modifications to any of the above.

1.4 "Customer Information" means any confidential or proprietary information or data provided by Customer to Accuris to enable Accuris to perform its obligations under the Agreement**.**

1.5 "Confidential Information" means: (a) Accuris Property; (b) Customer Information; (c) the terms of the Agreement; and (d) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.

1.6 "Deliverables" means the results of Services performed by Accuris for Customer under a SOW.

1.7 "Documentation" means the material, user guides, and manuals provided by Accuris to Customer for use with a Product.

1.8 "Embargoed Country" means a country or territory that is the subject of Sanctions or otherwise subject to trade or economic embargoes administered by the Government of the United States, the Government of the United Kingdom, the European Union, the United Nations Security Council, or any other applicable authority.

1.9 "Exhibit(s)" means the Exhibit attached hereto which contains the terms or conditions specific to the Products or Services.

1.10 "Expenses" means the reasonable and documented expenses incurred by Accuris to provide Services to Customer, including hotel, meal, and travel costs.

1.11 "Fees" means the money owed to Accuris for Products or Services provided in the Order Form or SOW. Fees are exclusive of Expenses and Taxes, which will be charged separately to the Customer.

1.12 "Order Form" means the document executed by both Parties describing the Product(s) being licensed, the license term, Fees, Expenses, and any special terms or conditions.

1.13 "Product(s)" means all information or software provided by Accuris and/or its Third-Party Providers to Customer under an Order Form which may be accessed electronically or delivered/received in physical format. Products also include any web tools, search engines, or software provided by Accuris that can be used by Customer when accessing Products. Accuris reserves the right to replace or make any change to the Product(s) by providing at least 45 days prior written notice to the Customer.

1.14 "Sanctions" means any sanctions administered by the U.S. Government (including, without limitation, sanctions administered by the U.S. Department of the Treasury's Office of Foreign Assets Control), the Government of the United Kingdom, the European

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Union, the United Nations Security Council or any other applicable authority.

1.15 "Services" means the work performed by Accuris for Customer under a SOW.

1.16 "SOW" means the written statement of work, executed by both Parties, describing the Services, Deliverables, Fees, Expenses, estimated completion dates, or milestones and any special terms or conditions.

1.17 "Taxes" means value-added, sales, use, import, excise, VAT and/or any taxes imposed on the provision of the Products and Services other than taxes assessed upon the income of Accuris. Customer must submit applicable documentation to receive tax exempt status.

1.18 "Third-Party Providers" means third parties providing data, software, information technology systems, any other deliverable or intellectual property to Accuris to enable Accuris to provide the Products and/or Services.

2. FEES, PAYMENT, DELIVERY AND TAXES.

2.1 Accuris shall invoice Customer for all Fees, Taxes and Expenses due under any Order Form or SOW, and Customer shall pay the Fees, Taxes and Expenses in the currency specified in the Order Form and/or SOW. Except as otherwise stated in the Agreement, Fees, Taxes and Expenses for Products and Services are nonrefundable.

2.2 Customer shall pay Accuris the Fees, Taxes and Expenses set forth in an Order Form or SOW within 30 days from date of an invoice issued to Customer by Accuris. If payment is not received when due, then Accuris may: (a) accrue interest at the lesser of 1% per month or the highest rate permitted in law, (b) charge Customer for all costs and expenses incurred by Accuris in collecting unpaid Fees, Expenses or other amounts due hereunder, and/or (c) discontinue the provision of Products or Services. Customer has no right of set-off.

2.3 Delivery of Products is deemed to occur and risk of loss passes upon delivery or when Accuris provides access codes to Customer that allow Customer to access the Product. Delivery for Services is deemed to occur when Services (or each Service milestone, as applicable) are completed in accordance with the SOW.

2.4 Taxes.

2.4.1 Customer shall bear and pay all applicable Taxes. If Accuris is legally obliged to pay or collect Taxes for which Customer is responsible, then Accuris shall invoice Customer and Customer shall pay that amount unless Customer provides Accuris with a valid tax exemption certificate at the time of signing any Order Form. If any such Taxes are paid by Accuris, Customer shall reimburse Accuris within 30 days of receipt of an invoice from Accuris for such amount.

2.4.2 Notwithstanding the foregoing, if Customer is required by law to deduct or withhold Taxes from any amounts payable under this Agreement, Customer shall increase the amount payable as necessary so that, after making all required deductions and withholdings, Accuris receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Customer shall remit amounts withheld to the respective tax authority and provide Accuris with certificates evidencing payments of such amounts, within the period specified by the relevant legislation or standard practice of the relevant tax authority, when no period is specified by legislation.

3. OWNERSHIP OF INTELLECTUAL PROPERTY.

3.1 Accuris or its Third-Party Providers owns all Accuris Property, and Customer owns all Customer Information. Customer may provide suggestions/feedback which Accuris may use without any obligation to Customer so long as such suggestions/feedback do not include Customer Information.

3.2 Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the other Party and each Party shall reproduce all such notices on all copies of such materials.

3.3 Customer acknowledges and agrees that Third-Party Providers may have rights in the software, data or information included in the Products and agrees to comply with any restriction or condition imposed by Third-Party Providers relating to such software, data or information as notified by Accuris or such Third-Party Providers. Where applicable, Customer may be required to enter into a separate agreement with Accuris or a Third-Party Provider in order to receive or continue to receive such Product.

4. CONFIDENTIAL INFORMATION.

4.1 Each Party ("Discloser") may disclose Confidential Information to the other Party ("Recipient"). Recipient shall protect Discloser's Confidential Information, using the same degree of care it uses to protect its own information of like nature, but no less than a reasonable degree of care. Recipient shall use Discloser's Confidential Information internally solely as necessary to perform its obligations under the Agreement or as may be agreed upon in writing by Discloser. Recipient shall disclose Confidential Information only to those employees (and, in the case of Accuris, to the employees of its Affiliates, Third-Party Providers and distributors) who have a need to know for Recipient to perform its obligations under the Agreement and who are subject to binding use and disclosure restrictions at least as protective as those described in the Agreement.

4.2 Confidential Information does not include information that: (a) is now or subsequently becomes public knowledge through no breach on the part of Recipient; (b) Recipient can demonstrate was rightfully in its possession before receipt from Discloser; (c) Recipient independently develops without using any Confidential Information; or (d) Recipient obtains from a third party without breach of a confidentiality obligation.

4.3 Recipient may disclose Discloser's Confidential Information pursuant to a valid order or requirement of a court or government agency if Recipient gives prompt written notice to Discloser to give Discloser the opportunity to prevent disclosure or protect Discloser Confidential Information.

4.4 Upon any expiration or termination of these Online T&Cs or an Order Form or SOW, Recipient shall promptly return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement, Order Form, or SOW, as applicable. Upon request from Discloser, Recipient shall provide written certification to Discloser that Recipient has complied with this paragraph. Notwithstanding the foregoing, neither Party will be obligated to delete, destroy, or return any Confidential Information stored on archive tapes, server backup tapes, or similar backup storage media. Such Confidential Information will be deleted or destroyed in accordance with the Recipient's document retention policy or for such longer period of time to the extent reasonably necessary to satisfy any applicable legal or regulatory requirements. Any archival or backup copies of Confidential Information will remain subject to the terms of the Agreement until such copies are returned or destroyed in the normal course.

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5. INDEMNIFICATION.

5.1 By Accuris.

5.1.1 Except as otherwise specifically set forth in an Order Form or SOW, Accuris shall indemnify, defend, and hold harmless Customer for any damages (and related attorney's fees) finally awarded by a court in favor of any third party alleging that Products and/or Deliverables infringe or misappropriate any third-party intellectual property rights, including any patent, copyright, trademark, or trade secret, in the country(s) of Customer's locations as licensed under an Order Form or in the country(s) of provision of Deliverables under a SOW ("Infringement Claim").

5.1.2 Accuris will have no liability under this Section 5.1 for any Infringement Claim arising from: (a) failure to use Products or Deliverables in accordance with the Agreement, (b) the modification of a Product or Deliverable not specifically authorized in writing by Accuris; (c) the combination of a Product or Deliverable with any third-party software, equipment, or information not specified in the Documentation; (d) the use of a version of a Product other than the then-current version, if the infringement would have been avoided by use of the then-current version; or (e) compliance with designs, plans, or specifications furnished by or on behalf of the Customer.

5.1.3 If Products or Deliverables are held or are believed by Accuris to infringe any third-party intellectual property right, Accuris may choose, at its sole expense, (a) to modify the Products or Deliverables so that they are non-infringing; (b) to replace the Products or Deliverables with non-infringing Products or Deliverables that are functionally equivalent; (c) to obtain a license for Customer to continue to use the Products or Deliverables; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order Form or SOW for the infringing Products or Deliverables and refund Fees paid for such infringing Product(s) or Deliverables; (i) in case of provision of subscription Products and/or Deliverables, prorated from the date of the Infringement Claim; or (ii) in case of provision of software Products, based upon a five year depreciation schedule. This Section 5.1 states the entire liability of Accuris and Customer's sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

5.2 By Customer.

5.2.1 Customer shall indemnify, defend and hold harmless Accuris for any damages (and related attorney's fees) finally awarded by a court in favor of any third party alleging that Customer Information used by Accuris in accordance with the terms and conditions of the Agreement infringes or misappropriates any third-party intellectual property rights including any patent, copyright, trademark, or trade secret. If Customer Information is held or is reasonably believed by Accuris to infringe, Accuris shall cease using such Customer Information and will not be liable to Customer for any breach or failure to perform under the Agreement for which the Customer Information was provided.

5.2.2 Customer shall indemnify, defend and hold Accuris harmless for any third-party claims arising from the Customer's decision to share the Products, Work, Deliverables or any report, findings, or conclusions contained in or derived from Deliverables, with any third party(s).

5.3 Mutual Indemnification: Each Party shall indemnify, defend, and hold the other Party harmless from any claim, demands, liabilities, suits, or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or willful misconduct on either Party's premises.

5.4 Indemnification Procedure. The indemnification obligations of each Party under this Section 5 are contingent upon the indemnified Party providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) sole control of the defense or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to be represented by counsel, it will be at the indemnified Party's sole cost and expense.

6. LIMITATION OF LIABILITY.

6.1 NEITHER ACCURIS, ITS THIRD-PARTY PROVIDERS, NOR THE CUSTOMER WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING: (a) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (b) LOSS OF DATA OR INFORMATION; (c) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (d) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, SERVICES, OR DELIVERABLES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

6.2 Except for each Party's indemnification obligations under Section(s) 5.1 or 5.2, the maximum liability of Accuris, its Third-Party Providers, and/or the Customer to the other Party for all claims under the Agreement, in warranty, contract, tort, or otherwise, will not exceed: (a) in the case of Products, the Fees paid by Customer in the prior 12 months for the defective Products that are the subject of the claim; or (b) in case of the Services, the Fees paid by Customer for the defective Services that are the subject of the claim.

6.3 The limitations of liability in this Section 6. will not apply to the liability of a Party for: (a) damages related to death or personal injury arising out of the gross negligence or willful misconduct of the Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the Party; (c) claims or loss(es) based upon breaches by the Party of its License/Authorized Use or the other Party's intellectual property rights; or (d) Customer's liability under Section 2 (Fees, Payment, Delivery and Taxes).

7. TERM, TERMINATION AND SUSPENSION.

7.1 These Online Terms and Conditions will be effective from and continue in full force and effect as of the Effective Date and until mutually terminated by the Parties or unilaterally by either Party subject to the provisions of this Section 7. The term of a Product license or completion date of Services will be set forth in the applicable Order Form or SOW.

7.2 Accuris may suspend with immediate effect the license to any Product or Service for Customer's late or non-payment of Fees, or if in Accuris' reasonable opinion: (a) Customer is in breach of the terms of this Agreement or any license granted therein; (b) Customer fails to cooperate with any reasonable investigation of a suspected breach; or (c) it is necessary to do so in order to comply with (i) any change in a material contractual requirement imposed by a Third-Party Provider or (ii) any applicable law, regulation or decision of any applicable regulatory body. Suspension under this section will not extend the Term of any Order Form or SOW.

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7.3 Either Party may terminate these Online T&Cs, or an Order Form or SOW if: (a) the other Party commits a breach of any material term or condition of the Agreement and does not cure such breach within 30 days of written notice; or (b) the other Party's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against the other Party for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or the other Party is adjudged bankrupt.

7.4 Any termination does not relieve either Party of any liability incurred prior to such termination, or for Customer's payment for unaffected Products or Services. Upon the termination of these Online T&Cs, or any Order Form or SOW; all Fees, Taxes and Expenses owed by Customer through the date of termination automatically and immediately become due and payable.

7.5 Upon any expiration or other termination of an Order Form or SOW, all licenses granted under same immediately will terminate. All terms and conditions of the Online T&Cs and applicable exhibits will continue to apply to any Order Forms or SOWs that have not been so terminated.

8. COMPLIANCE

8.1 Anti-Corruption. Both Parties shall comply with all applicable laws of the United States and other jurisdictions relating to anti-corruption and agree not to perform, offer, give and receive bribes or corrupt actions in relation to the procurement of any Products or Services or performance of this Agreement.

8.2 Export Controls. Both Parties shall comply with all applicable export laws and regulations of the United States and other relevant local export laws as they apply to the Products/Output provided by Accuris under this Agreement. For the purposes of this Section 8, "Export Control Laws" means all applicable export control, re-export, transfer, import, customs, anti-boycott and economic or trade sanctions laws and regulations, including the U.S. Export Administration Regulations (the "EAR"), the U.S. International Traffic in Arms Regulations (the "ITAR"), the regulations and Executive Orders administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the U.K. Export Control Order 2008, the U.K. Sanctions and Anti-Money Laundering Act 2018 and the regulations made under it, Regulation (EU) 2021/821 as retained in U.K. law, and Sanctions. Customer acknowledges that the Products, Output and any related technology may be subject to Export Control Laws, including restrictions on destinations, end users and end uses, and that Customer is responsible for compliance with Export Control Laws in respect of the manner in which Customer and its Authorized Users access and use them.

8.3 Sanctions. Customer represents and warrants, on its own behalf and on behalf of each of its Affiliates and Authorized Users that access the Products or Output, that none of them is a Restricted Party. "Restricted Party" means any person or entity that: (i) is the subject or target of Sanctions; (ii) is identified on any restricted party, denied party, unverified or debarred party list maintained under Export Control Laws, including the OFAC Specially Designated Nationals and Blocked Persons List, the OFAC Non-SDN Chinese Military-Industrial Complex Companies List, the Entity List, Denied Persons List, Unverified List and Military End User List maintained by the U.S. Department of Commerce Bureau of Industry and Security, the Debarred List and Nonproliferation Sanctions lists maintained by the U.S. Department of State, and the U.K. Consolidated List of Financial Sanctions Targets; (iii) is owned 50 per cent or more, individually or in the aggregate, directly or indirectly, or is otherwise controlled by, any person described in (i) or (ii); or (iv) is located, organized or ordinarily resident in an Embargoed Country. Customer further represents and warrants that it: (a) is not owned or controlled by, nor owns or controls, nor is under common control with (in each case directly or indirectly, individually or in the aggregate) any person or entity (including any director or corporate officer) that is the subject of Sanctions; (b) is not an agency or instrumentality of or an entity owned or controlled by the government(s) of an Embargoed Country; or (c) is not located organized, or resident in an Embargoed Country, or owned or controlled, directly or indirectly, by any person located, organized, or resident in an Embargoed Country. Customer shall promptly notify the other Party if any of these circumstances change.

8.4 Restricted End Uses. Customer shall not, and shall not permit any Affiliate, Authorized User or other third party to directly or indirectly (a) access, use or provide access to the Products or Output from, or export, re-export or transfer the Products or Output to or within, an Embargoed Country; (b) provide access to, or permit the use of, the Products or Output by or for the benefit of any Restricted Party; or (c) engage in any other activity or transaction under this Agreement that would breach Export Control Laws or cause Accuris to breach Export Control Laws.

8.5 End User, End Use and Destination. Customer represents and warrants that all information it has provided to Accuris concerning the identity of the end user of the Products or Output, the intended end use, and the country of ultimate destination is complete and accurate, and that the Products and Output will be accessed only by Authorized Users, only for Internal Use, and only for the end use and in the destination so notified. Customer shall notify Accuris promptly in writing of any material change to that information. This Section 8.5 replaces any separate end-use or end-user statement previously provided by Customer in respect of the Products, which ceases to have effect on the Effective Date save in respect of any act or omission occurring before that date.

8.6 Screening. Customer represents that: (i) it has adopted or is subject to a compliance program reasonably designed to ensure comply with applicable anti-corruption laws, Export Control Laws, and Sanctions and (ii) it will not provide any person access to the Products or Output if the Customer, after due inquiry, knows or has any reason to believe that the person is a Restricted Party. Customer shall promptly withdraw access from, and notify Accuris in respect of, any person with access to the Products or Output, who is or becomes a Restricted Party.

8.7 No Obligation to Obtain Authorizations. Nothing in the Agreement obliges Accuris to apply for or pursue any export license, license exception or other governmental authorization. Accuris shall have no liability for any delay in or failure of performance, and Customer shall have no right to any refund or credit, arising from the denial, revocation, suspension or absence of any such authorization or from any change in Export Control Laws.

8.8 Anti-Slavery. Customer shall, in performing its obligations under this Agreement comply with all applicable United States, United Kingdom and other jurisdictions' anti-slavery laws, statutes and regulations.

8.9 Failure to comply with all applicable anti-corruption, export, sanctions or anti-slavery laws in connection with this agreement and the Products and Output thereunder will be deemed a material breach of the Agreement, and Accuris may immediately suspend the performance of or terminate the General T&Cs or any Order Form or SOW, if Accuris determines, in its sole discretion, (a) that Accuris is required to suspend the performance of or terminate the General T&Cs

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and any Order Form or SOW to comply with applicable law or corporate policy; or (b) that Customer has breached any of the representations or covenants contained in this Section 8.

8.10 Precedence and Survival. This Section 8 prevails over any conflicting or inconsistent provision of the Agreement, any Order Form, SOW, Exhibit or Customer purchase order or other Customer document. This Section 8 survives the expiration or other termination of the Agreement.

9. U.S. GOVERNMENT USE.

The following is a notice to Customer as well as to any potential third-party recipients of the Products/Deliverables:

The Products or Deliverables provided hereunder: (a) were developed at private expense and are Accuris proprietary information; (b) were not developed with government funds; (c) are an Accuris trade secret for purposes of the Freedom of Information Act; and (d) are commercial items as defined in FAR 2.101. Any Products, or Deliverables used by, for, or on behalf of the U.S. Government are provided with LIMITED RIGHTS. Any software or tools embedded in Products or Deliverables used by or on behalf of the U.S. Government is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure of data or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARS 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Accuris or its Affiliates.

10. MISCELLANEOUS.

10.1 Independent Contractors. The Parties are independent contractors and nothing in the Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties.

10.2 Entire Agreement. The Agreement sets forth the entire agreement between the Parties and supersedes any and all prior proposals or agreements, written or oral, of the Parties with respect to the subject matter of the Agreement. Nothing contained in any Customer-issued or referenced document (collectively the "Customer-Issued Documents") or any Accuris acknowledgement of the Customer-Issued Documents required as part of the vendor registration process, will in any way modify or add any additional terms or conditions, requirements, obligations or liabilities upon Accuris. Such Customer-Issued Documents are for Customer's internal administrative purposes only and are not binding on Accuris.

10.3 Privity of Contract.

10.3.1 If Customer executes the applicable Order Form and/or SOW on behalf of itself and its Affiliate(s), then Customer shall be responsible for ensuring compliance with the Agreement by itself, Customer's Affiliate(s), its Authorized Users, and the Authorized Users of Customer's Affiliates.

10.3.2 If a Customer Affiliate executes the applicable Order Form and/or SOW on its own behalf; then the Order Form and/or SOW will be treated as an independent contract between Accuris and the Customer Affiliate, and the Customer Affiliate shall be responsible for ensuring compliance with the Agreement by itself and its Authorized Users.

10.4 Modification. The Parties may not modify, alter, or amend the Agreement, except by written instrument duly executed by authorized representatives of both Parties.

10.5 Waiver. No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time**.**

10.6 Assignment. Except for an assignment to an Affiliate that does not increase the scale or scope of a license granted under this Agreement or an Order Form, Customer may not assign these Online T&Cs, an Order Form or a SOW to any third party (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of Accuris, which consent will not be unreasonably conditioned, withheld, or delayed. Any requested assignment: (a) to a direct competitor of Accuris; (b) that would interfere with performance of obligations under this Agreement; or (c) that changes the scope of the usage or the intent contemplated by the Parties under the Agreement, is deemed unreasonable. Any assignment or transfer in violation of this provision is void.

10.7 Binding on Successors. The Agreement is binding on the Parties, their successors, and assigns. Accuris reserves the right to subcontract any or all of its obligations under the Agreement to subcontractors of its choosing.

10.8 Choice of Law. The Agreement will be construed under the laws of England and Wales, without regard to its conflicts of law principles and each Party hereby submits to the exclusive jurisdiction of English Courts. The Parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Notwithstanding the aforementioned, Accuris may institute legal proceedings in any other jurisdiction in order to request immediate injunctive relief or specific performance, to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to other creditors, or to avoid irreparable injury and damages, which may be difficult to ascertain, and Customer will not object thereto on the basis of an adequate remedy at law, lack of irreparable harm or for any other reason.

10.9 Force Majeure. Except for Customer's obligation to pay, either Party may be excused from the performance of any obligation under the Agreement, due to any act or condition whatsoever beyond the reasonable control of such Party, including, acts of God, acts of terrorism, acts of nature, acts of government, internet outages, fires, floods, wars, pandemics, or other catastrophes, labor disturbances, freight embargos; or delays of a supplier or subcontractor due to such causes.

10.10 Severability. If any provision of this Agreement is found invalid or unenforceable, the remaining portions will remain in full force and effect.

10.11 Notice. All notices under the Agreement must be in writing and delivered by commercially established courier service; email with written confirmation of delivery; or via certified mail, return receipt requested, to the addresses specified on the first page of the Agreement; or at such other addresses as the Parties designate in writing from time to time. Notices are deemed delivered when received by any of the above means. Any legal notices must also be copied to "Attention: Accuris Legal Department, General Counsel" and sent by email to legal@accuristech.com.

10.12 Publicity. Accuris may develop a case study following Customer's implementation and use of Accuris Products and Services.

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10.13 Limitation Period. Unless otherwise specified herein, any cause of action arising under the Agreement must be filed in a court of competent jurisdiction within two (2) years of the date such cause of action accrued, or the date the complaining Party should have reasonably discovered the existence of such cause of action, whichever is later.

10.14 Survival. The terms and conditions of the Agreement (including Section(s) 4, 5, and 6 of the Online T&Cs), will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realization of the benefit by the Party in whose favor they operate.

10.15 Privacy. Where Customer's use of the Products and Services requires Accuris to process personal data on behalf of the Customer, Customer represents that, prior to providing Accuris with any such personal data, Customer has obtained all applicable rights and consents and provided all notices relating to such processing or, if applicable, the transfer of personal data, as may be required by applicable law. Unless parties have executed a separate data processing agreement, the processing of personal data by Accuris under this Agreement shall be governed by the Accuris Data Processing Agreement located at the following link Accuris DPA, which shall be deemed incorporated by reference into the Agreement.

10.16 Third-party Rights. Except for Accuris' Third-Party Providers or as otherwise provided in the Agreement, no term of the Agreement is intended to confer a benefit on, or to be enforceable by, any person who is not a Party to the Agreement.

10.17 Authorized Execution. Each person executing the Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorized and has full authority to execute and deliver the Agreement.

10.18 Execution in Counterparts. The Agreement may be executed simultaneously in two or more counterparts, each or which will be considered an original, but all of which together will constitute one and the same instrument.

10.19 Electronic Signatures. Each Party consents to the other Party's use of electronic signatures on the Agreement and/or any Exhibit, Order Form or SOW attached or appended hereto. Neither Party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

End of Online Terms and Conditions

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EXHIBIT A –DATA PRODUCTS

1. FEES.

1.1 The Customer shall pay Accuris the Fees in advance for licensing the Products specified in any Order Form. All Fees are nonrefundable. Unless otherwise agreed in the Order Form, Accuris reserves the right to modify the Fees after the initial 12 month subscription period by providing at least 45 days prior written notice to the Customer; provided such change will occur no more than once in any 12 month period.

1.2 Unless Customer is in material breach of the Agreement, the Products ordered by Customer on a term basis under an Order Form will automatically renew for successive 12 month renewal terms, unless either Party provides the other Party with written notice of its intent not to renew at least 30 days before the end of the initial or any renewal term. Accuris specifically reserves the right to terminate any Product if Accuris no longer has the necessary right from any Third-Party Providers to license or distribute the Product.

2. LICENSE/AUTHORIZED USE.

2.1 LICENSE TYPES.

2.1.1 "Authorized User(s)" means employees of Customer (and/or Customer's Affiliates where permitted under an Order Form). Customer assumes full liability and responsibility for the acts and omissions of its Authorized Users and shall take all reasonable steps to ensure that no unauthorized persons have access to the Product. With respect to named or specified Authorized Users, Customer shall also maintain an up-to-date list of all such users and make such list available for inspection at Accuris' reasonable request.

2.1.2 "Enterprise-Wide License" means a type of license that allows the Authorized Users (number and/or location(s) specified on the Order Form) of Customer and Customer Affiliates where permitted under an Order Form (as of the effective date of the Order Form) to access the Product.

2.1.3 "Site License" means a type of license that only allows Customer to access the Product from the location(s) listed in the Order Form. Site License may include Customer Affiliates' locations as sites, if the Order Form specifically lists the Customer Affiliates' locations.

2.1.4 "User License" means a type of license that allows the number of Authorized Users specified in the Order Form to access the Product through user name and passwords either: (i) on a concurrent basis (i.e. allowing up to the specified number of Authorized Users the rights to access the Products simultaneously) or (ii) on a generic/named user basis.

2.1.5 "Internal Use" means that Authorized Users may use the Product only for Customer's internal business purposes. Except as otherwise specified on an Order Form, Products are not licensed for external use.

2.2 AUTHORIZED USE.

2.2.1 License Grant. Subject to the terms and conditions of the Agreement, Accuris grants to Customer, and Customer hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to the extent provided in Section 7 of the Online T&Cs). Customer may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order Form will specify information relevant to the license grant, including: (a) the license type (e.g. Enterprise-Wide, Site, or User), (b) the license term (e.g. perpetual or term/subscription), and (c) the Product(s) being licensed.

2.2.2 Creation of Works from the Product. Customer may create documents, reports or presentations (collectively "Work") using information from the Product provided such Work is for Customer's Internal Use only. Nothing in this section will operate so as to vest in Customer any proprietary rights in any Products or portions of Work in any way derived from Products.

2.2.2.1 Amount of Product in Works. Customer undertakes: (i) that the information from the Product used in the Work will be insubstantial and de minimis in nature and will not be primarily a copy of the Product; and (ii) not to create Work that uses a portion of the Product that could reasonably be considered substantial.

2.2.2.2 Work Not to be Commercialized. Customer must never use Work: 1) to produce a commercial product or service that competes with the Product(s) from which the Work was created, or 2) directly for revenue generating purposes.

2.2.2.3 Citing Accuris in Work. In Work, Customer shall represent Accuris or its Third-Party Providers as the source of the Product information in the following form: *"Includes content supplied by [NAME OF Accuris COMPANY or its Third-Party Provider]; Copyright © [NAME OF Accuris COMPANY or its Third-Party Provider], [publication year]. All rights reserved".*

2.2.3 Other Copying and Distribution. *Except as specifically authorized in Section 2.2.2 or the applicable Order Form*, Customer:

2.2.3.1 may not copy, distribute, publish, republish, scan, transfer, sell, license, lease, give, permanently retain, decompile, reverse engineer, or otherwise reproduce, disclose or make available to others, or create derivative works from the Product or any portion thereof or use the Product to support any illegal activity.

2.2.3.2 may not use any artificial intelligence in connection with Customer's use of the Product.

2.2.3.3 may make a reasonable number of copies of any Documentation, provided all such copies include all legends, copyright and other proprietary notices that appear on the original.

2.2.4 Protection of Accuris Intellectual Property. Customer agrees to take commercially reasonable actions to ensure that Authorized Users use Products in accordance with the license and to assist Accuris in the protection of its and its Third-Party Providers' intellectual property if Authorized Users fail to do so.

2.2.5 Effect of Term or Termination.

2.2.5.1 Customer may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Except as otherwise specified on an Order Form, Customer represents and warrants that - upon any expiration or termination of an Order Form, as applicable, - Customer shall: (x) immediately discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) immediately destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) no later than thirty (30) days after such termination or expiration provide written certification to Accuris that Customer has complied with this paragraph.

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2.2.5.2 Right to Retain Work After Expiration or Termination for Legal, Archival or Regulatory Purposes. Notwithstanding Section 2.2.5.1 above, Customer may retain a copy of Work(s) for legal, archival, or regulatory purposes. Except as provided in the preceding sentence, Customer may not (i) access and/or use the Work(s) after the expiration of the license to the Product(s) from which such Work was created; (ii) repurpose archived Work(s) for future documents, reports or presentations; or (iii) use the Work(s) to eliminate the need to license the data from Accuris or other Third-Party Providers including the owner of the data contained in the Product. Any archival or backup copies of the Work remain subject to the terms of the Agreement until such copies are destroyed.

2.2.6 Effect on Assignment or Change of Control. Customer acknowledges additional Fees and Taxes may be payable for License(s) granted under an Order Form to this Exhibit upon: (a) an assignment of an Order Form; or (b) a change of control, proposed merger, consolidation, combination, or reorganization involving Customer or Customer's Affiliates, as applicable.

3. WARRANTIES.

3.1. Accuris Data Products. Any Product governed by this Exhibit is provided "AS IS." Product(s) are compiled from materials furnished to or obtained by Accuris from outside sources. Accuris does not warrant the completeness or accuracy of the information, that Customer's use of Product(s) will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Customer's requirements.

3.2 Disclaimer. ACCURIS AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S).

4. AUDIT.

Upon reasonable notice by Accuris to Customer, and not more than once annually (unless prior violations have been discovered), during the term of the Order Form and 1 year thereafter, Accuris may: (i) request Customer to complete an audit questionnaire to enable Accuris to ensure Customer's compliance with the terms of this Exhibit; or (ii) audit relevant records at Customer's location during normal business hours.

5. ENABLING SOFTWARE.

If the Products licensed under an Order Form are provided along with any web tool, search engine or software in order to access the Products ("Enabling Software"), Customer agrees to use the Enabling Software only for purpose of accessing the Products and subject to the restrictions as set forth herein.

6. SECURITY MEASURES.

6.1 Accuris reserves the right to employ security measures to monitor usage of the Products to ensure Customer's compliance with the terms of this Exhibit so long as these security measures are not prohibited by law. Any attempt to circumvent such access restrictions or Accuris security measures will be considered a material breach of the Agreement.

6.2 For certain Products, Accuris shall issue to Customer a password to access the Products, which Customer acknowledges is only for Customer's and its Authorized Users' use and may not be shared with anyone else. Customer is solely responsible for all use, authorized or unauthorized, of Products (including use by Authorized Users). Customer must notify Accuris immediately of any unauthorized use of Products and/or passwords.

7. PHYSICAL DELIVERY.

Products which are shipped physically will be delivered within an estimated and reasonable timeframe and time is not of the essence. Accuris will not be liable for any delay in the delivery of Products that are shipped physically. Unless otherwise agreed by the parties, packing and carriage charges are not included in the Fees for Products which are shipped physically and will be charged separately.

EXHIBIT B –SOFTWARE PRODUCTS

1. DEFINITIONS.

1.1 "Error" means a failure of the Product to operate or to function as set forth in the Documentation or in an Order Form.

1.2 "Maintenance" means the services described in Section 5, below.

1.3 "Support Hours" means the times listed in the Documentation, exclusive of weekends and Accuris holidays.

1.4 "Updates" means an error correction, patch, bug fix, minor modification, or new release of the Products that is generally made available to purchasers of Maintenance at no additional charge. Updates do not include any major modifications, options, or future products for which Accuris, in its sole discretion, determines to license separately and charge a separate Fee.

2. FEES.

2.1 The Customer must pay Accuris the Fees in advance for licensing the Products and Maintenance, if applicable, as described in any Order Form. All Fees are nonrefundable. Unless otherwise agreed in the Order Form, Accuris reserves the right to modify the Fees after the initial 12 month subscription or Maintenance period by providing at least 45 days prior written notice to the Customer; provided such change will occur no more than once in any 12 month period.

2.2 Unless Customer is in material breach of the Agreement, the Products or Maintenance ordered by Customer on a term basis under an Order Form will automatically renew for successive 12 month renewal terms, unless either Party provides the other Party with written notice of its intent not to renew at least 30 days before the end of the initial or any renewal term.

3. LICENSE/AUTHORIZED USE.

3.1 LICENSE TYPES

3.1.1 "Authorized User(s)" means employees of Customer (and/or Customer's Affiliates where permitted under an Order Form). Customer assumes full liability and responsibility for the acts and omissions of its Authorized Users and shall take all reasonable steps to ensure that no unauthorized persons will have access to the Product. With respect to named or specified Authorized Users, Customer shall also maintain an up-to-date list of all such users and

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make such list available for inspection at Accuris' reasonable request.

3.1.2 "Enterprise-Wide License" means a type of license that allows the Authorized Users (number specified on the Order Form) of Customer and Customer Affiliates (as of the effective date of the Order Form) to access the Product.

3.1.3 "Site License" means a type of license that only allows Customer to access the Product from the locations listed in the Order Form. Site License may include Customer Affiliate's locations as sites, if the Order Form specifically lists the Customer Affiliates' locations.

3.1.4 "User License" means a type of license that allows the number of Authorized Users specified in the Order Form to access the Product through username and passwords either: (i) on a concurrent basis (i.e. allowing up to the specified number of Authorized Users the rights to access the Products simultaneously) or (ii) on a generic/named user basis.

3.1.5 "Internal Use" means that Authorized Users may use the Product only for Customer's internal business purposes. Except as otherwise specified on an Order Form, Products are not licensed for external use.

3.2 Authorized Use

3.2.1 License Grant. Subject to the terms and conditions of the Agreement, Accuris grants to Customer, and Customer hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to the extent provided in Section 7 of the Online T&Cs). Customer may use the Product in the specified media and accompanying Documentation (if any), for its Internal Use only. The Order Form will specify information relevant to the license being purchased, including: (a) the license type (e.g. Enterprise-Wide, Site, or User), (b) the license term (e.g. perpetual or term), and (c) the Product(s) being licensed.

3.2.2 Product Not to be Reverse Engineered. Customer must not reverse engineer, disassemble, decompile, create derivative works, or otherwise alter or modify Products provided hereunder.

3.2.3 Product Not to be Commercialized. Except as may be expressly authorized in the Agreement, Customer may not transfer, sublicense, relicense or commercially exploit Products; or use Products for third-party transactions, commercial time-sharing, rental, or service bureau use; or publicly perform or publicly display Products; or otherwise reproduce, directly or indirectly, Products in whole or in part, or any related materials.

3.2.4 Protection of Accuris Intellectual Property. Customer must take all reasonable steps to ensure that no unauthorized persons have access to a Product and that all authorized persons having access to the Product will refrain from any disclosure, duplication or reproduction.

3.2.5 De-Installation of Products. Should Customer replace any of its computers containing an installed Product, Customer shall remove the Product, along with any hardware or data furnished to Customer by Accuris in connection with the installation of the Product, from such computer, so that no subsequent user may possess or have access to the Product.

3.2.6 Effect of Term or Termination. Customer may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Except as otherwise specified on an Order Form, Customer represents and warrants that - upon any expiration or termination of an Order Form, as applicable, - Customer shall immediately: (x) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (y) destroy any items relating to Products (including but not limited to data, software, and Documentation) and purge any Product data from all electronic media; and (z) upon request from Accuris provide written certification to Accuris that Customer has complied with this paragraph.

3.2.7 Effect on Assignment or Change of Control. Customer acknowledges additional Fees may be payable for License(s) granted under an Order Form to this Exhibit upon: (a) an assignment of an Order Form; or (b) a change of control, proposed merger, consolidation, combination, or reorganization involving Customer or Customer's licensed Affiliates.

4. WARRANTIES.

4.1 Accuris Software Products. Accuris warrants that any Products governed by this Exhibit will comply with all material specifications set forth in the Order Form or the Documentation accompanying the Product for a period of 90 days from date of delivery, if Customer is to install, or 90 days from date of installation, if Accuris is to install. Accuris warrants that as of the date of delivery or installation, such Product does not contain known viruses, bugs, or lock-out capabilities, unless expressly set forth in the Order Form. Upon receiving specific written notice from Customer of a warranty issue, Accuris may ask Customer to help reproduce operating conditions similar to those present when Customer detected the warranty issue. Customer's sole and exclusive remedy for any breach of this warranty is for Accuris, in the following order of priority, to: (a) use commercially reasonable efforts to correct such failure within 30 days of receipt of written notice from Customer; or (b) terminate the Order Form for the defective portion of the Product(s) and refund the Fees paid by Customer for the defective portion.

4.2 Disclaimer. Other than the express warranties described in Section 4.1 of this Exhibit, ACCURIS AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS, AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. CUSTOMER ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S).

5. MAINTENANCE AND SUPPORT.

5.1 Maintenance. Accuris shall provide Customer with Maintenance as described in this Section 5 for those Products that receive Maintenance services. Not all Accuris Software Products receive Maintenance services. The Order Form will include any exceptions. Maintenance will be performed in a timely and professional manner by qualified maintenance technicians familiar with the Product and its operation.

5.2 Help-Desk for Software Products under Maintenance. Accuris shall provide reasonable quantities of telephone or on-line Maintenance during Support Hours and in accordance with Documentation in force from time to time.

5.3 Error Reporting.

5.3.1 By Customer. If Customer desires Maintenance, Customer must contact Accuris' help desk by phone or e-mail at the number or address specified in the Order Form or Documentation in force, as applicable.

5.3.2 Error Reproduction. After Customer reports a suspected Error, Accuris shall consult with Customer to determine the severity of the Error. Accuris may ask Customer to help reproduce operating conditions similar to those present when Customer detected such

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Error. Assistance may include copies of input, output, and database dumps.

5.4. As part of Maintenance, Accuris shall provide additions, modifications, and/or corrections on a commercially reasonable basis or as mutually agreed.

5.5 Updates. Accuris shall provide Updates to Customer as part of Maintenance when Accuris makes such Updates generally available to its customers.

5.6 Continuing Support. Accuris shall provide Maintenance for the current version and one prior version of the Product only.

5.7 Limitations of Support. Accuris has no obligation to maintain: (a) a Product modified or damaged by a Party other than Accuris or any portion of a Product incorporated with or into other software; (b) problems caused by Customer's negligence, abuse or misapplication, its use of the Product other than as specified in the Documentation, or other causes beyond the control of Accuris; or (c) problems caused by hardware or software not supported by Accuris. Accuris will not be responsible for the cost of changes to Customer's hardware or software that may be necessary to use the Product due to Updates or Error correction.

5.8 Termination of Product Maintenance. Accuris will have the right to terminate the Maintenance portion of an Order Form for a particular Product if Accuris no longer generally provides maintenance support for such Product or no longer provides the specific services previously offered, by providing written notice to Customer of such election at least 90 days before the Maintenance term's end.

5.9 Maintenance Reinstatement. Customer may choose to not renew Maintenance. If, after any lapse, Customer desires to resume Maintenance; then, after examination, Accuris may choose to reinstate Maintenance under its then current terms, conditions and pricing, provided that Customer pays the Fees for such reinstatement. Reinstatement Fees will be calculated for the entire period of lapse in Maintenance and Support based on the current pricing, plus a reactivation fee.

5.10 Customer Responsibilities.

5.10.1 If Customer discovers any suspected Error(s) in the Product; then, before calling the Accuris help desk, Customer must analyze the suspected Error(s) to determine if the Error is the result of Customer's software, hardware, misuse, or misunderstanding of the Product.

5.10.2 If the problem reported by Customer is directly related to unauthorized alterations of the Product by Customer, then Accuris may charge for the professional service time expended by Accuris, at Accuris' then current time and material rates, in addition to reasonable out-of-pocket expenses; or at Customer's option; Accuris will be released from Maintenance obligations for the modified portion of the Product.

6. AUDIT.

Upon reasonable notice by Accuris to Customer, and not more than once annually (unless prior violations have been discovered), during the term of an Order Form and 1 year thereafter, Accuris may: (i) request Customer to complete an audit questionnaire to enable Accuris to ensure Customer's compliance with this Exhibit; or (ii) audit relevant records at Customer's location during normal business hours.

EXHIBIT C– SERVICES

1. DEFINITIONS.

1.1 "Fixed Fee" means an amount specified in a SOW that is fixed and not dependent on the time spent or costs incurred by Accuris in performing the Services.

1.2 "Time-Based Fee" means an amount per hour, day or month specified in a SOW that is based on the time Accuris spends performing Services.

1.3 "Unit-Based Fee" means an amount specified in a SOW for each or a defined number of report(s) or datasheet(s) or any other kind of Deliverables as supplied by Accuris in performing the Services.

1.4 "Retainer Fee" means fees prepaid by Customer for Services. If Customer has paid a Retainer Fee, Accuris will deduct from that Retainer Fee any Fees owed for any Fixed, Time-Based, or Unit-Based Services.

1.5 "Internal Use" means that employees of Customer (and of Customer's Affiliates where permitted under an SOW) may use the Deliverables only for Customer's internal business purposes. Except as otherwise specified on an SOW, Deliverables are not licensed for external use.

2. FEES.

2.1 Customer shall pay Accuris the Fees set forth in any SOW(s).

3. LICENSE.

3.1 Subject to the terms and conditions of the Agreement, Accuris hereby grants to Customer, and Customer hereby accepts, a license that is limited, nonexclusive, nontransferable, nonsublicensable, and revocable (solely to the extent provided in Section 7 of the Online T&Cs). Customer may use any Deliverables that contain Accuris Property and that are set forth in a SOW for its Internal Use only.

3.2 External Use. Customer may only refer to or distribute the Deliverables externally upon Accuris' prior written approval. Unless permitted pursuant to the preceding sentence, Customer will not sell, lease, transfer, sublicense, or otherwise make available, or permit access to the Deliverables or any portion thereof to any third party.

3.3 Except as otherwise provided in a SOW, Accuris does not perform work-made-for-hire, and Customer does not receive any ownership rights in the Deliverables resulting from Services performed by Accuris. Customer Information remains the intellectual property of the Customer.

4. WARRANTIES.

4.1 Accuris Warranty. Accuris warrants that Services governed by this Exhibit will be performed with reasonable skill and care by competent and trained personnel. The content of any Deliverables is provided "AS IS." Customer's sole and exclusive remedy and Accuris' sole obligation for breach of this warranty is for Accuris to use commercially reasonable efforts to correct materially defective Services at no additional charge to Customer; provided that Customer gives Accuris specific written notice of the materially defective Services within 30 days after the Services are performed.

4.2 Disclaimer. Other than the express warranties set forth in Section 4.1 of this Exhibit, ACCURIS AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER

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STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER ASSUMES ALL RISK IN USING THE RESULTS OF SERVICE(S).

5. CUSTOMER OBLIGATIONS.

5.1 Customer shall cooperate with Accuris in providing prompt and timely information, notices, and feedback.

5.2 Customer acknowledges that the ability of Accuris to perform Services in the timeframe set forth in any SOW is contingent upon Customer's provision to Accuris of timely Customer Information. Accuris' time of performance will be increased, day-for-day to match any delay caused by: (a) failure by Customer to submit Customer Information by the dates set forth in the SOW; (b) a special request by Customer or any governmental agency authorized to regulate or supervise Customer that impacts Accuris performance; or (c) Customer's failure to provide access to any of its facilities as called for by any SOW. Accuris shall promptly notify Customer of the estimated impact on its performance, if any, as a result of an event described in Sections (a) through (c) above.

6. MISCELLANEOUS.

6.1 Subcontractors. Customer acknowledges that Accuris may use subcontractors in the performance of Services. Accuris will remain responsible for performing all obligations under the Agreement. Customer agrees that Accuris Affiliates are not deemed subcontractors for purposes of this Section.

6.2 Changes to a SOW. If Customer wants to change a SOW, Customer shall put such change request in writing. Accuris shall respond within 10 days as to whether it can perform the requested changes, and shall note any additional Fees, and time necessary to accomplish such changes. Accuris may, upon five business days' written notice to the Customer, request changes to the SOW.

6.3 Termination for Convenience. Except as otherwise provided in a SOW, Customer will have the right to terminate a portion or all of a Fixed Fee SOW without cause by giving 30 days prior written notice to Accuris. Such termination will be effective upon receipt of the notice by Accuris or such later date as may be set forth in the notice. Customer shall pay the Fees and approved Expenses earned through the date of termination plus reasonable charges incurred because of the termination and subject to Accuris' submission of correct invoices. Payments are due as otherwise set forth in the Agreement.

7. ENGAGEMENT OF SPEAKERS

Where Customer engages Accuris employees for Services to be performed at either Customer locations or a third-party location, Customer agrees to provide all necessary stage accessories and properties including microphones and amplification system in proper working condition. Customer agrees to limit the audience to no more than the legal number permitted at the place the Service is to be performed. Customer may not broadcast, videotape, audiotape or otherwise record or reproduce all or any portion of the presentation including any associated materials that are handed out or provided as a part of the presentation, by any means for any purpose without prior written permission from Accuris.

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