

END USER SERVICES AGREEMENT



THIS IS A LEGAL AGREEMENT BETWEEN CUSTOMER AND PINESTRAWDIGITAL - PINESTRAW DIGITAL. BY ACCESSING AND/OR USING THE SERVICES, CUSTOMER IS AGREEING, ON BEHALF OF AN INDIVIDUAL AND/OR A LEGAL ENTITY, TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

1. **DEFINITIONS.** As used in the Agreement, the following defined terms shall apply:
 - 1.1. **Affiliate** means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means the power, directly or indirectly, to direct, or to cause the direction of, the management and policies of an entity, through majority ownership of voting securities or equity interests.
 - 1.2. **Agreement** means this End User Services Agreement and any other documents incorporated herein by reference.
 - 1.3. **PinestrawDigital - Pinestraw Digital** means the providing PinestrawDigital - Pinestraw Digital entity specified at <https://www.PinestrawDigital.com>.
 - 1.4. **PinestrawDigital - Pinestraw Digital Marks** means any name, logo, or mark belonging to PinestrawDigital - Pinestraw Digital or its Affiliates.
 - 1.5. **Customer** means the legal entity or individual that has ordered any Services from PinestrawDigital - Pinestraw Digital.
 - 1.6. **Customer Account** means an account for Customer that is required to access and utilize the applicable Services.
 - 1.7. **Customer Content** means any data uploaded to Customer's account for storage or data in Customer's computing environment to which PinestrawDigital - Pinestraw Digital is provided access in order to perform Services.
 - 1.8. **Device** means a device authorized by you to be used by any individual(s) to access instances of a Service. This applies under the Device licensing model.
 - 1.9. **Fees** means all PinestrawDigital - Pinestraw Digital fees applicable to the Services on Monthly/Quarterly/Yearly or One Time Basis.
 - 1.10. **Logs** means records of Services, including, but not limited to, data and information on performance, stability, usage, security, support, and technical information about devices, systems, related software, services or peripherals associated with Customer's use of Services.
 - 1.11. **Open Source Software** means third party software distributed by PinestrawDigital - Pinestraw Digital under an open source licensing model (e.g., the GNU General Public License, BSD or a license similar to those approved by the Open Source Initiative).
 - 1.12. **Order** means any initial or subsequent ordering document, auto-renewal (if applicable and you have not provided notice of nonrenewal), and/or online request for access to the Services submitted to PinestrawDigital - Pinestraw Digital, a PinestrawDigital - Pinestraw Digital authorized reseller, and/or through PinestrawDigital - Pinestraw Digital product websites.
 - 1.13. **PHI** means personal health information covered by US HIPAA regulations. PHI may be uploaded as Customer Content into any Service designated by PinestrawDigital - Pinestraw Digital as suitable for PHI.

- 1.14. **Services** means the generally available PinestrawDigital - Pinestraw Digital software-as-a-service offerings inclusive of any services delivered through any unified, hosted PinestrawDigital - Pinestraw Digital service delivery platform, including any on-premises components (e.g., client software, tools, on-premises software with hybrid licenses), and Updates, all as further described in the Service Descriptions, as well as technical support services. Services availability is subject to the PinestrawDigital - Pinestraw Digital product lifecycle policy on <https://www.PinestrawDigital.com/>. ApneDukaan - Pinestraw Digital may update the Services with Updates at any time in its sole discretion. Services are of an electronic nature delivered to you remotely via a technology infrastructure and with minimal or no human intervention.
- 1.15. **Service Descriptions** means the overview and other terms applicable to the Services and Features, as amended from time to time, as found at <https://www.PinestrawDigital.com/features.html>.
- 1.16. **Taxes** means all applicable transactional taxes on Services (including but not limited to withholding tax, sales tax, services tax, value-added tax (VAT), goods and services tax (GST), and tariffs and/or duties) imposed by any government entity or collecting agency based on the Services.
- 1.17. **Updates** means any corrections, bug fixes, features or functions added to or removed from the Services, but shall not include any new Service(s) not generally included with the Services purchased. Updates shall not substantially diminish or eliminate the core functionality of the Services subject to the exclusive remedy set forth in Section 4.2.
- 1.18. **Use Level** means the purchased Service entitlement(s) under the license model(s) by which PinestrawDigital - Pinestraw Digital measures, prices and offers the Services to Customer as set forth at <https://www.PinestrawDigital.com/features.html>.
- 1.19. **User** means an individual that is authorized by Customer to access the Services through Customer's assignment of a single user ID. This applies under the User licensing model.

2. **RIGHTS.**

- 2.1. **Right to Use Service for Business.** Subject to these terms, PinestrawDigital - Pinestraw Digital, with the assistance of PinestrawDigital - Pinestraw Digital third-party service providers, will provide the Services set forth in any Order that PinestrawDigital - Pinestraw Digital has accepted for Customer's use, in accordance with the Agreement and applicable Use Levels. Customer acknowledges that Services are not intended for use by consumers and are only for business and professional purposes as expressly granted in this Agreement. PinestrawDigital - Pinestraw Digital hereby grants Customer a limited, personal, nonexclusive, non-transferable worldwide license to use the Services up to the number of subscriptions purchased and in accordance with the license model(s) purchased and identified at <https://www.PinestrawDigital.com/features.html>. Technical support for the Services is provided as set forth in the applicable Service Description. Updates to the Services are managed by PinestrawDigital - Pinestraw Digital and included in the Fees. Customer shall use the then-current version of the Services, including any Updates, as made available by PinestrawDigital - Pinestraw Digital. To the extent that Affiliates use the Services, Customer warrants that it has the authority to bind those Affiliates and will be liable to PinestrawDigital - Pinestraw Digital in the event any Affiliate fails to comply with this Agreement. Customer may purchase PinestrawDigital - Pinestraw Digital consulting services in support of Services as made available by PinestrawDigital - Pinestraw Digital.
- 2.2. **Limitations on Use.** Except to the extent permitted by applicable law, Customer agrees not to (i) modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or attempt to decipher any code relating to the Services and/or PinestrawDigital - Pinestraw Digital technology; (ii) knowingly or negligently access or use the Services in a manner that abuses or disrupts the PinestrawDigital - Pinestraw Digital networks, security systems, User accounts, or Services of PinestrawDigital - Pinestraw Digital or any third party, or attempt to gain unauthorized access to any of the above through unauthorized means; (iii) transmit through or post on the Services any material that is deemed abusive, harassing, obscene, slanderous, blasphemous, pornographic material, fraudulent, libelous or otherwise unlawful; (iv) market, offer to sell, and/or resell the Services (but the Services may be used by Customer in support of Customer's proprietary service offering(s)); (v) if the Customer is a PinestrawDigital - Pinestraw Digital competitor for the relevant Services, use the Services directly or indirectly for competitive benchmarking or other competitive analysis, unless permitted under applicable law; and (vi) upload any PHI to a Service not designated by PinestrawDigital - Pinestraw Digital as suitable for PHI.
- 2.3. **Violations of Limitations on Use.** If Customer becomes aware or receives notice from PinestrawDigital - Pinestraw Digital that any Customer Content or any User's access to or use of Customer Content violates Section 2.2, Customer must take immediate action to remove the applicable part of the Customer Content or to suspend the User's access to the Services, as applicable.

PinestrawDigital - Pinestraw Digital may ask Customer to remediate, and if Customer fails to comply with such request, PinestrawDigital - Pinestraw Digital may suspend the Services pursuant to Section 9.8.

- 2.4. **Proprietary Rights**. Except for the limited use rights expressly granted herein, Customer has no right, title or interest in or to the Services or PinestrawDigital - Pinestraw Digital Marks or any intellectual property rights related thereto.
- 2.5. **Open Source Software**. Notwithstanding anything set forth in this Agreement, your use of Open Source Software shall in all ways be exclusively governed by the open source license(s) indicated as applicable to the code.

3. **ORDERS, FEES AND PAYMENT**. Customer may order Services using the PinestrawDigital - Pinestraw Digital thencurrent ordering processes. Customer is responsible for all Fees and Taxes on Orders. Payment is due for a Service for the term purchased, including any renewals, pursuant to the payment schedule of the applicable license model. If you purchase a multi-year subscription for any Service, or multi-year renewal, your purchase is for the full value of all years of the subscription, even if required payments are annual. In the event you fail to pay any annual payment on a multi-year subscription, or multi-year renewal, and such default shall continue for a period of thirty (30) days, then any and all remaining amounts for the relevant subscription shall become immediately due and payable. If you purchase a subscription under a consumption-based license model, your purchase constitutes your agreement to be invoiced for and pay for consumption at intervals and pricing as defined in the license model. If you purchase an auto-renewing subscription (which includes consumption models), your purchase constitutes your agreement to auto-renewals for same term as initially purchased, and to auto-renewals for your other PinestrawDigital - Pinestraw Digital subscriptions, if any, for the same term as initially purchased for each of those. You maintain the right to give e-mail notice of nonrenewal to PinestrawDigital - Pinestraw Digital prior any auto-renewal. PinestrawDigital - Pinestraw Digital will provide e-mail notice of each subscription renewal (other than those under consumption models) at least sixty (60) days in advance of renewal. Each consumption model invoice shall constitute an auto-renewal notice under consumption models. Renewal options for subscriptions available in your ordering location are identified at <https://www.PinestrawDigital.com>. Ensure you confirm the renewal option for the subscription you purchase prior to purchase. You may view your renewals selection for your purchased subscriptions at any time at <https://appPinestrawDigital.com/customername>. Unless you complete a renewal through a PinestrawDigital - Pinestraw Digital authorized reseller, you understand and agree that a subscription renewal will be through and due and payable to PinestrawDigital - Pinestraw Digital. Fees may increase and discounts may not apply to renewals. All Orders, including for renewals, are subject to acceptance by PinestrawDigital - Pinestraw Digital in its discretion. Payments to PinestrawDigital - Pinestraw Digital are due net thirty (30) days after the date of its invoice. All purchases are final, with no right to a refund, except as expressly provided under Sections 4.2, 6.1 and 7 of this Agreement. PinestrawDigital - Pinestraw Digital reserves the right, in its discretion, to suspend or terminate the Services or any portion thereof for non-payment of Fees. All Customer information provided by or on behalf of Customer for a subscription must be current, complete and accurate, and Customer is responsible for keeping such information updated.

4. **TERM AND TERMINATION**.
 - 4.1. **Term**. The terms of this Agreement shall apply for the period of Services set forth under accepted Orders, including any renewals, or for the offered period of a Beta, Tech Preview, Labs Services or Trial subscription.
 - 4.2. **Termination for Cause**. Either party may terminate a specific Service if the other party breaches any of its material obligations as to the specific Service, and fails to cure within thirty (30) days of receipt of written notice from the non-breaching party. In the event of termination by Customer for PinestrawDigital - Pinestraw Digital material breach, Customer shall be entitled to a refund of any unused prepaid Fees, and relief from any subsequent annual payments due, with respect to such Services. With respect to any breach of Section 1.17 by PinestrawDigital - Pinestraw Digital, Customer must give written notice within thirty (30) days of introduction of the relevant Update, or be deemed to waive its claims as to such Update, and termination with such refund and relief shall be its exclusive remedy. Either party may immediately terminate the Agreement if the other party becomes insolvent or bankrupt, liquidated or is dissolved, or ceases substantially all of its business. PinestrawDigital - Pinestraw Digital may immediately terminate the Agreement if the Customer breaches Sections 2, 5 or 9.12.
 - 4.3. **Effect of Termination**. Upon termination under Section 4.2, Customer will immediately discontinue all access and use of the specific Service. Neither party shall be liable for any damages resulting from termination, including without limitation unavailability of Customer Content arising therefrom; provided, however, termination shall not affect any claim arising prior to the effective termination date. PinestrawDigital - Pinestraw Digital shall have the right to invoice Customer and Customer agrees to pay for any use of the Service past the date of termination other than Customer's access to download Customer Content.

5. **CUSTOMER CONTENT AND CUSTOMER ACCOUNTS**.

- 5.1. **Customer Content.** Customer retains all rights to any and all of its Customer Content, subject to a non-exclusive, worldwide, royalty-free, license to PinestrawDigital - Pinestraw Digital as necessary to provide the Services hereunder. Each party shall apply reasonable technical, organizational and administrative security measures, as appropriate relative to the Services, to keep Customer Content protected in accordance with industry standards, including those identified in Section 9.7 for PinestrawDigital - Pinestraw Digital. Service interaction with Customer Content varies depending on the nature of the Service. If PinestrawDigital - Pinestraw Digital reasonably believes a problem with the Services may be attributable to Customer Content or use of the Services, Customer shall cooperate with PinestrawDigital - Pinestraw Digital to identify the source of and to resolve the problem. Customer shall comply with all intellectual property laws and obligations related to the Customer Content, as well as all legal duties applicable to Customer by virtue of using the Services, including providing all required information and notices and obtaining all required consents. This Agreement states PinestrawDigital - Pinestraw Digital' exclusive obligations with respect to care of Customer Content. PinestrawDigital - Pinestraw Digital has no obligation to maintain Customer Content following expiration or termination of the Agreement or the affected Services. For Services that provide for download of Customer Content, Customer shall have thirty (30) days to download Customer Content after expiration or termination and must contact PinestrawDigital - Pinestraw Digital technical support for download access and instructions.
- 5.2. **Customer Accounts.** Customer is solely responsible for (i) the configuration of Customer's Account; (ii) the operation, performance and security of Customer's equipment, networks and other computing resources used to connect to the Services; (iii) ensuring all Users and Devices exit or log off from the Services at the end of each session in accordance with Customer's session policy; (iv) maintaining the confidentiality of Customer's accounts, User id's, conference codes, passwords and/or personal identification numbers used in conjunction with the Services, including not sharing login information among Users; and (v) all uses of the Services that occur using Customer's password or account. Customer will notify PinestrawDigital - Pinestraw Digital immediately of any unauthorized use of its account or any other breach of security. Ownership of Customer's account is directly linked to the individual or entity that completes the registration process for the account. Customer acknowledges that PinestrawDigital - Pinestraw Digital will rely on the information provided for issues arising with the Customer account.
- 5.3. **Customer Account Access/Instructions.** The Customer account owner, and any authorized User or Device, will have access to information in the Customer account. PinestrawDigital - Pinestraw Digital will not provide access to any other User or Device at any time. Customer agrees that PinestrawDigital - Pinestraw Digital may rely on instructions given by the account owner either through the account dashboard or via email from the address on file for the Customer account owner. Customer agrees not to request access to or information about an account that is not owned by the Customer. In the event of a dispute regarding Customer account data, PinestrawDigital - Pinestraw Digital will only release information to another party other than the Customer account owner pursuant to a court order or other notarized waiver and release as determined by PinestrawDigital - Pinestraw Digital.

6. **WARRANTIES AND WARRANTY DISCLAIMER.**

- 6.1. PINESTRAWDIGITAL - PINESTRAW DIGITAL WARRANTS THAT THE SERVICES WILL MATERIALLY CONFORM TO THE SERVICE DESCRIPTIONS. PINESTRAWDIGITAL - PINESTRAW DIGITAL' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY WILL BE, AT PINESTRAWDIGITAL - PINESTRAW DIGITAL' SOLE OPTION AND SUBJECT TO APPLICABLE LAW, TO PROVIDE CONFORMING SERVICES OR TO TERMINATE THE NON-CONFORMING SERVICES, AND PROVIDE A PRORATED REFUND OF ANY UNUSED PREPAID FEES FROM THE PERIOD OF NONCONFORMANCE, AND RELIEF FROM ANY SUBSEQUENT ANNUAL PAYMENTS DUE, WITH RESPECT TO SUCH SERVICE. PINESTRAWDIGITAL - PINESTRAW DIGITAL SHALL PROVIDE CONSULTING SERVICES, IF PURCHASED, IN A PROFESSIONAL AND WORKMANLIKE MANNER. PINESTRAWDIGITAL - PINESTRAW DIGITAL' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY UNDER THIS WARRANTY IS RE-PERFORMANCE OF THE CONSULTING SERVICES, OR IF RE-PERFORMANCE IS NOT POSSIBLE, OR CONFORMING, THEN PINESTRAWDIGITAL - PINESTRAW DIGITAL SHALL PROVIDE A REFUND THE AMOUNT PAID FOR THE NON-CONFORMING CONSULTING SERVICES.
- 6.2. THE FOREGOING LIMITED WARRANTY DOES NOT COVER PROBLEMS ARISING BY ACCIDENT, ABUSE OR USE IN A MANNER INCONSISTENT WITH THIS AGREEMENT OR RESULTING FROM EVENTS BEYOND PINESTRAWDIGITAL - PINESTRAW DIGITAL' REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, UNAVAILABILITY OF OR OPERATION IN COMBINATION WITH A THIRD PARTY NETWORK OR SYSTEM, HARDWARE, SOFTWARE, SERVICE OR DATA. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PINESTRAWDIGITAL - PINESTRAW DIGITAL AND ITS AFFILIATES, LICENSORS AND SERVICE PROVIDERS DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES

AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, TITLE, QUIET ENJOYMENT, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE, AND ANY CONDITIONS OF QUALITY, AVAILABILITY, RELIABILITY, SECURITY, OR LACK OF VIRUSES, BUGS OR ERRORS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES AND CONDITIONS, THEREFORE SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY IF CUSTOMER IS LOCATED IN SUCH A JURISDICTION.

7. **INDEMNIFICATION BY PINESTRAWDIGITAL - PINESTRAW DIGITAL**. PinestrawDigital - Pinestraw Digital shall indemnify and defend Customer against any third party Infringement Claim, and pay reasonable attorneys' fees, court costs, damages finally awarded, or reasonable settlement costs, with respect to such Infringement Claim; provided that: (i) Customer promptly notifies PinestrawDigital - Pinestraw Digital in writing of an Infringement Claim such that PinestrawDigital - Pinestraw Digital is not prejudiced by any delay of such notification; (ii) PinestrawDigital - Pinestraw Digital has sole control over the defense and any settlement of any Infringement Claim; and (iii) Customer provides reasonable assistance in the defense of same. For the purposes of these

terms, "Infringement Claim" means any claim, suit or proceeding brought against Customer based on an allegation that the Services, excluding any Open Source Software included in any software components distributed to Customer or used in conjunction with the Services, as delivered by PinestrawDigital - Pinestraw Digital, infringes upon any patent or copyright or violates any trade secret rights of any third party. If Customer's use of any of the Services is, or in PinestrawDigital - Pinestraw Digital' opinion is likely to be, enjoined as a result of an Infringement Claim, PinestrawDigital - Pinestraw Digital shall, at its sole option and expense, either (i) procure for Customer the right to continue to use the Services as contemplated herein, or (ii) replace or modify the Services to make their use non-infringing without degradation in performance or a material reduction in functionality. If options (i) and (ii) are not reasonably available, PinestrawDigital - Pinestraw Digital may, in its sole discretion and upon written notice to Customer, cancel access to the Services and refund to Customer any prepaid, but unused, Fees on the Services. PinestrawDigital - Pinestraw Digital assumes no liability, and shall have no liability, for any Infringement Claim based on (i) Customer's access to and/or use of the Services following notice of an Infringement Claim; (ii) any modification of the Services by Customer or at its direction; (iii) Customer's combination of the Services with third party programs, services, data, hardware, or other materials; or (iv) any trademark or copyright infringement involving any marking or branding not applied by PinestrawDigital

- Pinestraw Digital or involving any marking or branding applied at Customer's request. THE FOREGOING STATES PINESTRAWDIGITAL - PINESTRAW DIGITAL' SOLE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM HEREUNDER.

8. **LIMITATION OF LIABILITY**. EXCEPT FOR (a) A PARTY'S INDEMNIFICATION OBLIGATIONS, AND (b) A BREACH BY CUSTOMER OF SECTION 2 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSSES, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, THOSE ARISING OUT OF OR RELATING TO: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; and (v) UNAVAILABILITY (EXCLUDING CREDITS DUE FOR ANY SERVICE LEVEL AGREEMENT OBLIGATION) OR NONPERFORMANCE OF ANY OR ALL OF THE SERVICES, IN EACH CASE, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR VIOLATION OF STATUTE, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. EXCEPT FOR (a) A PARTY'S INDEMNIFICATION OBLIGATIONS, AND (b) A BREACH BY CUSTOMER OF SECTION 2 AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF EITHER PARTY AND THEIR RESPECTIVE AFFILIATES, LICENSORS AND SERVICE PROVIDERS ARISING OUT OF THIS AGREEMENT AND/OR THE TERMINATION THEREOF, SHALL BE LIMITED TO THE SUM OF THE AMOUNTS PAID FOR THE APPLICABLE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY, OR IN THE CASE OF CONSULTING SERVICES, THE AMOUNTS PAID FOR THE APPLICABLE CONSULTING SERVICE. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATIONS TO PAY ANY FEES AND/OR OTHER SUMS DUE UNDER ANY ORDER. THE SERVICE DESCRIPTIONS MAY CONTAIN ADDITIONAL LIMITATIONS OF LIABILITY RELATED TO INDIVIDUAL SERVICES.

9. **ADDITIONAL TERMS**.

- 9.1. **U.S. Government End-Users**. If Customer is a U.S. Government agency, Customer hereby acknowledges and agrees that the software being accessed through Services, as well as any software that is downloaded by any User or Device in connection with

the Service, constitutes "Commercial Computer Software" as defined in Section 2.101 of the Federal Acquisition Regulation ("FAR"), 48 CFR 2.101. Therefore, in accordance with Section 12.212 of the FAR (48 CFR 12.212), and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement ("DFARS") (48 CFR 227.7202-1 and 227.7202-3), the use, duplication, and disclosure of the software and related Documentation by the U.S. Government or any of its agencies is governed by, and is subject to, all of the terms, conditions, restrictions, and limitations set forth in this Agreement. If, for any reason, FAR 12.212 or DFARS 227.7202-1 or 227.7202-3 or these license terms are deemed not applicable, Customer hereby acknowledges that the Government's right to use, duplicate, or disclose the software and related Documentation are "Restricted Rights" as defined in 48 CFR Section 52.227-14(a) (May 2014) or DFARS 252.227-7014(a)(15) (Feb 2014), as applicable. Manufacturer is PinestrawDigital - Pinestraw Digital Systems, Inc., 851 West Cypress Creek Road, Fort Lauderdale, Florida 33309.

- 9.2. **Services Trial.** If a Service offering is identified as a trial ("Trial"), Customer may use the Service for a limited period of time for internal demonstration, test, or evaluation purposes. PINESTRAWDIGITAL - PINESTRAW DIGITAL PROVIDES TRIALS "AS IS" AND WITHOUT WARRANTY. ANY CUSTOMER DATA UPLOADED IN A TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL OR EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD. These terms supersede any conflicting terms and conditions in this Agreement.
- 9.3. **Beta, Tech Preview or Labs Services.** The Services do not include Beta, Tech Preview or Labs Services. CUSTOMER ACKNOWLEDGES THAT ANY BETA, TECH PREVIEW OR LABS SERVICES ARE OFFERED "AS-IS" FOR INTERNAL DEMONSTRATION, TEST OR EVALUAION PURPOSES AND WITHOUT WARRANTY. SUCH SERVICES MAY CONTAIN BUGS, ERRORS AND OTHER DEFECTS. PinestrawDigital - Pinestraw Digital does not make any representations, promises or guarantees that such Services will be publicly announced or made generally available. PinestrawDigital - Pinestraw Digital has no obligation to provide technical support or continued availability, and such Services can be suspended or terminated at any time by PinestrawDigital - Pinestraw Digital in its sole discretion with or without notice to Customer.
- 9.4. **Third Party Services or Content.** A Service may contain features or functions that enable interoperation with third party services or content as set forth in the Service Descriptions. Third party services or content, and customer content in third party services, are not part of the Services and are not supported by PinestrawDigital - Pinestraw Digital.
- 9.5. **Copyright.** PinestrawDigital - Pinestraw Digital reserves the right to delete or disable any allegedly infringing content, to require that Customer terminate the accounts of Users who are repeat infringers, and to forward the information in the copyrightinfringement notice to the User who allegedly provided the infringing content.
- 9.6. **Consent to Use Logs.** PinestrawDigital - Pinestraw Digital and its service providers may collect and use Logs for purposes of facilitating the Services, including securing, managing, measuring and improving the Services. Logs may be used for purposes not specified in this Section only in an aggregated, anonymized form.
- 9.7. **Data Protection and GDPR Compliance.** PinestrawDigital - Pinestraw Digital agrees to process Customer Content and Logs, as well as personal data provided in connection with this Agreement, in accordance with data protection laws and regulations applicable to PinestrawDigital - Pinestraw Digital India. Customer agrees to provide any notices and obtain any consent necessary for PinestrawDigital - Pinestraw Digital to access and process personal and other data as specified in this Agreement.
- 9.8. **Suspension of Service.** PinestrawDigital - Pinestraw Digital reserves the right to suspend Customer's access to a Service if it determines, in its sole discretion, that (i) payment for the Services is not received within 30 days from the date on which payment is due; (ii) Customer's or its Users' use of the Services are in breach of this Agreement and not cured as required by Section 4.2; (iii) Customer failed to timely address PinestrawDigital - Pinestraw Digital's request to take action pursuant to Section 2.3; (iv) Customer's use of the Services poses a security or other risk to the Services or to other users of the Services; or (v) suspension is required pursuant to a subpoena, court order or other legal process. PinestrawDigital - Pinestraw Digital agrees to notify Customer of any such suspension. Customer will remain responsible for all fees incurred before or during any suspension. PinestrawDigital - Pinestraw Digital reserves the right, in its discretion, to impose reasonable Fees to restore archived data upon Customer request from delinquent accounts.
- 9.9. **High-Risk Use.** Customer acknowledges that the Services are not designed or intended for access and/or use in or with highrisk activities.
- 9.10. **Voice and Data Charges; Customer Connectivity.** Customer is responsible for all fees and charges imposed by Customer's telephone carriers, wireless providers, and other voice and/or data transmission providers arising out of access to and use of the Services. If Customer's broadband connection and/or telephone service fails, or Customer experiences a power or other failure or interruption, the Services may also cease to function for reasons outside of PinestrawDigital - Pinestraw Digital' control.
- 9.11. **Assignment.** Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without PinestrawDigital - Pinestraw Digital' prior written consent, except that Customer may assign this Agreement in whole to an Affiliate, or a successor in interest as part of a corporate reorganization, consolidation, merger, or sale of all or substantially all of its assets. Customer shall provide notice to PinestrawDigital - Pinestraw Digital upon completion of any permitted assignment. Any attempted assignment in violation of the foregoing shall be void. This Agreement will bind and inure to the benefit of each party's successors or permitted assigns.

- 9.12. **Export Restriction and Compliance with Laws.** Customer acknowledges that the Services are subject to U.S. and Indian, foreign, and international export controls and economic sanctions laws and regulations and agrees to comply with all such applicable laws and regulations, including, but not limited to, the U.S. Export Administration Regulations (“EAR”) and regulations promulgated by the U.S. Department of the Treasury’s Office of Foreign Assets Control (“OFAC”). Customer also specifically agrees not to, directly or indirectly, allow access to or use of the Services in embargoed or sanctioned countries/regions, by sanctioned or denied persons, or for prohibited end-uses under U.S. law without authorization from the U.S. government. Both parties also agree to comply with all other laws, rules and regulations applicable to that party under this Agreement.
- 9.13. **Audit.** Not more frequently than annually and at PinestrawDigital - Pinestraw Digital’ expense, PinestrawDigital - Pinestraw Digital may audit Customer’s use of any Service during normal business hours. If an audit reveals that Customer has underpaid fees for any Services, in addition to other remedies provided for herein, Customer shall be invoiced for such underpaid fees. If the underpaid fees exceed ten percent (10%) of the Fees paid, then Customer shall also pay PinestrawDigital - Pinestraw Digital’ reasonable costs of conducting the audit.
- 9.14. **Notices.** All legal notices required under this Agreement shall be in writing and delivered in person or by certified or registered express mail to the address last designated on the account for Customer, and the PinestrawDigital - Pinestraw Digital contracting entity as specified below, or such other address as either party may specify by notice to the other party as provided herein. Notice shall be deemed given (i) upon personal delivery; (ii) if delivered by air courier or email, upon confirmation of receipt; or (iii) five (5) days after deposit in the mail. A copy of all legal notices from Customer to PinestrawDigital - Pinestraw Digital must also be sent to contract-notice@PinestrawDigital.com. Non-legal notices under Section 3.0 may be provided by Customer to the PinestrawDigital - Pinestraw Digital email address specified on the applicable Renewal Notification and shall be deemed effective as of the date and time stamp on the Customer’s email. PinestrawDigital - Pinestraw Digital may provide Customer with non-legal notices through www.PinestrawDigital.com and/or through in-product messaging or dashboards, which shall likewise be deemed effective immediately.
- 9.15. **Entire Agreement; Order of Precedence.** The Agreement sets forth the entire agreement and understanding of the parties relating to the Services and Customer Content and supersedes all prior and contemporaneous oral and written agreements. For any conflict between these terms and any supplementary BAA terms related to PHI, this Agreement shall control. For any conflict between these terms and the Service Descriptions related to a specific Service, these terms shall control. Nothing contained in any Order or other document submitted by Customer shall in any way add to or otherwise modify the Agreement or any PinestrawDigital - Pinestraw Digital license program terms under which an Order is submitted. The terms of this Agreement and/or Service Descriptions or other referenced documents may be updated by PinestrawDigital - Pinestraw Digital from time to time without notice (but will be identified by the last updated date) and may be reviewed anytime at <https://www.PinestrawDigital.com/saas-eusa.pdf>. Customer’s continued access to and use of the Services constitutes acceptance of the then-current terms.
- 9.16. **General Terms.** Captions and headings are used herein for convenience only, are not a part of this Agreement, and shall not be used in interpreting or construing this Agreement. The provisions of Sections 1 (Definitions), 2.2 (Limitations on Use), 2.4 (Proprietary Rights), 2.5 (Open Source Software), 3 (Orders, Fees, and Payments), 4.3 (Effect of Termination), 5 (Customer Content and Customer Accounts), 7 (Indemnification), 8 (Limitation of Liability), 9.14 (Notices), 9.16 (General), and 9.17 (Contracting Party, Choice of Law and Location for Resolving Disputes) shall survive any termination of the Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect. The parties are independent contractors and nothing in this Agreement creates a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between or among the parties. PinestrawDigital - Pinestraw Digital may subcontract responsibilities under this Agreement, but remains responsible for its breach of this Agreement by the acts or omissions of PinestrawDigital - Pinestraw Digital or its subcontractors. No person or entity not a party to this Agreement will be deemed to be a third party beneficiary of this Agreement or any provision hereof. PinestrawDigital - Pinestraw Digital authorized resellers and distributors do not have the right to make modifications to this Agreement or to make any additional representations, commitments, or warranties binding on PinestrawDigital - Pinestraw Digital. No waiver or amendment of any term or condition of this Agreement shall be valid or binding on any party unless agreed to in writing by such party. PinestrawDigital - Pinestraw Digital failure to enforce any term of this Agreement will not be construed as a waiver of the right to enforce any such terms in the future. Unless otherwise specified, remedies are cumulative. This Agreement may be agreed to online, by use of the Services and/or executed by electronic signature and in one or more counterparts. Neither party will be responsible or have any liability for any delay or failure to perform to the extent due to unforeseen circumstances or causes beyond its reasonable control, including acts of God, earthquake, fire, flood, sanctions, embargoes, strikes, lockouts or other labor disturbances, civil unrest, failure, unavailability or delay of suppliers or licensors, riots, terrorist or other malicious or criminal acts, war, failure or interruption of the internet or third party internet connections or infrastructure, power failures, acts of civil and military authorities and severe weather (“Force Majeure”). The affected party will give the other party prompt written notice (when possible) of the failure to perform due to Force Majeure and use its reasonable efforts to limit the resulting delay in its performance.

9.17. **Contracting Party, Choice of Law and Location for Resolving Disputes.** The PinestrawDigital - Pinestraw Digital contracting entity under this Agreement, and governing law and jurisdiction to resolve any dispute, are the courts and laws of India. The specified state governing law and jurisdiction do not apply to Government Customers.

EUSA 01/08/20