

## LEASEACCELERATOR SERVICES SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT GOVERNS THE PURCHASE OF SUBSCRIPTIONS TO, AND USE OF, THE SUBSCRIPTION SERVICES SELECTED BY CUSTOMER ON AN ORDER FORM. EACH ORDER FORM, TOGETHER WITH THIS SUBSCRIPTION AGREEMENT AND ALL APPLICABLE POLICIES AND SUPPLEMENTS, CONSTITUTE A SEPARATE AGREEMENT (“**AGREEMENT**”) BETWEEN THE LEASEACCELERATOR ENTITY THAT IS A SIGNATORY TO THE ORDER FORM (“**LAS**”), AND THE CUSTOMER ENTITY ON THE ORDER FORM (“**CUSTOMER**”). EACH OF LAS AND CUSTOMER ARE A “**PARTY**” AND COLLECTIVELY THE “**PARTIES**”.

CUSTOMER AGREES TO BE BOUND BY ALL OF THE PROVISIONS OF THE AGREEMENT (INCLUDING ALL APPLICABLE POLICIES AND SUPPLEMENTS). THE INDIVIDUAL SIGNING FOR CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND CUSTOMER TO THE AGREEMENT. THE AGREEMENT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER AND, EXCEPT AS SPECIFICALLY PROVIDED HEREIN, SUPERSEDES AND MERGES ALL PRIOR ORAL AND WRITTEN AGREEMENTS, DISCUSSIONS AND UNDERSTANDINGS BETWEEN THE PARTIES WITH RESPECT TO ITS SUBJECT MATTER, AND NEITHER OF THE PARTIES WILL BE BOUND BY ANY CONDITIONS, INDUCEMENTS OR REPRESENTATIONS OTHER THAN AS EXPRESSLY PROVIDED FOR HEREIN. ANY PURCHASE ORDER ISSUED BY CUSTOMER IS MERELY FOR THE ADMINISTRATIVE CONVENIENCE OF CUSTOMER AND LAS SHALL NOT BE BOUND BY ANY TERMS, CONDITIONS OR OTHER PROVISIONS OF THE PURCHASE ORDER. IN THE EVENT OF ANY CONFLICT BETWEEN THIS SUBSCRIPTION AGREEMENT AND AN ORDER FORM, THE ORDER FORM CONTROLS.

### 1. DEFINITIONS

Capitalized terms not otherwise defined in the Agreement have the meanings set forth below:

- 1.1 “Affiliate”** means any entity which, at the time the determination is required, directly or indirectly controls, is controlled by, or is under common control with a Party. “Control” for purposes of this definition, means direct or indirect ownership of more than fifty (50) percent of the voting interests of the subject entity.
- 1.2 “Authorized User”** means individuals who are authorized by Customer to use the Subscription Services and who have been supplied user identifications and passwords by Customer (or by LAS at Customer’s request). Authorized Users may include but are not limited to Customer and Customer’s Affiliates’ employees, consultants, contractors and agents, and third parties with which Customer transacts business.
- 1.3 “Business Day”** means any day (other than a Saturday or Sunday) on which the banks are ordinarily open for business in the jurisdiction corresponding to the location of the LAS entity that is a signatory to the Order Form.
- 1.4 “Confidential Information”** means all written or oral information, disclosed by a Party to the other Party, that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, the Subscription Services and Service Documentation are deemed the Confidential Information of LAS.
- 1.5 “Contract Year”** means each twelve (12) month period during a Subscription Term. A Contract Year commences on the Contract Start Date and, if the Subscription Term is longer than a single twelve (12) month period, each anniversary thereof during the Subscription Term.
- 1.6 “Customer Content”** means the data, media, content and Confidential Information of Customer that is provided by Customer to LAS through Customer’s use of the Subscription Services.
- 1.7 “Customer Personal Information”** means all Personal Information that Customer provides or makes available to LAS or that LAS otherwise processes on Customer’s behalf, in each case, in connection with the provision of, or as a part of, the Subscription Services at any time during the Subscription Term.
- 1.8 “Order Form”** means one or more ordering documents for the purchase of Subscription Services or Professional Services, in each case that reference this Subscription Agreement or a Professional Services Supplement and are executed by Customer and LAS. A purchase order issued by Customer is not considered an ordering document.
- 1.9 “Personal Information”** means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer, household, or device.
- 1.10 “Professional Services”** means the services to be performed by LAS pursuant to a Statement of Work.
- 1.11 “Service Descriptions”** means (a) the data sheets that contain the description of the features, functions, and use restrictions for the Subscription Services, which are available at [LAS Service Descriptions](#).
- 1.12 “Service Documentation”** means the Service Descriptions and any rules, policies, and procedures of LAS regarding use and support of the Subscription Services that, in each case: (a) are referenced in the Agreement or an Order Form or otherwise made available at [LAS Policies](#) and (b) as may be updated from time to time.
- 1.13 “Subscription Services”** means the products and services ordered by Customer as indicated on the applicable Order Form as such products and services are further described in the Service Descriptions and policies applicable to a particular product or service.
- 1.14 “Subscription Term”** means the period of time set forth on the applicable Order Form for use of the Subscription Services, which period commences as of the Contract Start Date on the applicable Order Form and ends as of the Contract End Date on the applicable Order Form.
- 1.15 “Support Services”** means the support services ordered by Customer as indicated on the applicable Order Form, which support services are described in the [LAS Support Services Policy](#).

### 2. ACCESS AND USE

- 2.1 Provision of Access.** Subject to the terms and conditions contained in the Agreement, including Customer’s compliance with the Service Documentation, LAS hereby grants to Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to access the features and functions of the Subscription Services, during the Subscription Term, solely for use by Authorized Users in accordance with the Agreement and for the sole purpose of supporting Customer’s internal business operations.
- 2.2 Service Documentation.** Subject to the terms and conditions contained in the Agreement, LAS hereby grants to Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferable right to use the Service Documentation, during the Subscription Term, solely for Customer’s internal purposes in connection with its use of the Subscription Services as contemplated herein.

**2.3 Availability; Support.** Subject to the terms and conditions of the Agreement, LAS will use commercially reasonable efforts to make the Subscription Services available in accordance with the [LAS Support Services Policy](#). LAS makes a variety of Support Services offerings available to its customers and will provide Customer with the level of support purchased by Customer as set forth on the Order Form.

**2.4 Professional Services.** If Customer is purchasing Professional Services, Customer and LAS shall enter into a separate Order Form for such Professional Services and execute a statement of work that describes the scope of the Professional Services, a schedule for performance, and the applicable Fees and expenses (“**Statement of Work**”).

**2.5 Subscription Services Updates.** From time to time during the Subscription Term, LAS may make updates to any of the Subscription Services, including by modifying or removing one or more of the features or functions of the Subscription Services. LAS shall make such updates to the Subscription Services available to Customer at the same time that any such updates are made generally available to other LAS customers. If (a) LAS removes generally available functionality without providing substantially comparable successor functionality at no additional charge to Customer, (b) the removal of such functionality has a material and adverse effect on Customer’s use of the Subscription Services, and (c) an officer of Customer certifies in writing to LAS that the removal of such functionality has a material and adverse impact on Customer’s use of the Subscription Services and the successor functionality, if any, does not address such impact, then LAS may elect to (x) provide the Subscription Services to Customer without such removal, or (y) provide Customer with 120 days for Customer to elect in writing whether to (1) terminate the affected Subscription Service prior to the end of the Subscription Term without any liability to Customer as a result of such termination other than to pay LAS for the Subscription Service provided prior to the effective date of termination, or (2) accept the removal despite the impact to Customer.

### 3. CUSTOMER OBLIGATIONS

**3.1 Customer’s Account.** Customer is responsible for granting user credentials to Authorized Users for access to the Subscription Services. Customer acknowledges and agrees that, as between Customer and LAS, Customer shall be responsible for all acts and omissions of Authorized Users and any other persons using Customer’s account or user credentials. Customer is responsible for making all Authorized Users aware of the provisions of the Agreement as applicable to such Authorized User’s use of the Subscription Service and shall be responsible for their compliance with all such provisions. Customer shall comply, and shall ensure that all Authorized Users comply, with all applicable laws and regulations as well as the [LAS Acceptable Use Policy](#).

**3.2 Customer Access.** Customer is responsible for procuring (and the associated costs) of all hardware, software, connectivity, bandwidth and other technologies and services required for Customer and Authorized Users to access the Subscription Services. Customer also shall bear all expenses incurred by Customer in performance of its obligations under the Agreement.

**3.3 Assistance to LAS.** Customer shall provide, at its own expense, assistance and cooperation to LAS, as may be reasonably necessary to enable LAS to perform its obligations under this Agreement, including, without limitation, any obligations with respect to Support Services and Professional Services performed.

### 4. FEES AND EXPENSES; PAYMENTS

**4.1 Fees.** Customer will pay all fees specified in Order Forms (the “**Fees**”). Except as otherwise specified herein or in an Order Form, (a) fees are based on Subscription Services purchased and not actual usage, (b) payment obligations are non-cancelable and fees paid are non-refundable, and (c) quantities purchased cannot be decreased during the relevant Subscription Term. Unless otherwise provided in the Order Form, all Fees are due in advance of each Contract Year shall be paid within thirty (30) calendar days after the date of invoice issued by LAS. If any Fees are overdue by more than five (5) Business Days, in addition to any other rights and remedies (including, without limitation, the termination rights set forth in this Agreement), LAS reserves the right to suspend the Subscription Services without liability to LAS, until such account is paid in full. Customer remains responsible for any and all payments due and payable during any such suspension period. Customer agrees that, if LAS incurs any legal fees, costs, and/or expenses to enforce any rights arising out of or relating to this Agreement including, without limitation, Customer’s obligation to pay Fees and other amounts under this Agreement, Customer shall be responsible for and shall promptly reimburse LAS for all reasonable attorneys’ fees, expenses, and costs related to or arising therefrom.

**4.2 Taxes.** Customer is responsible for any applicable sales, use, excise, value-added, or similar taxes, levies, or duties payable with respect to Customer’s order of Subscription Services assessable by any local, state, provincial, federal, or foreign jurisdiction. If LAS has the legal obligation to pay or collect taxes for which Customer is responsible under this section, LAS will invoice Customer and Customer will pay that amount unless Customer provides LAS with a valid tax exemption certificate authorized by the appropriate taxing authority. Unless expressly specified otherwise in an Order Form, all fees, rates, and estimates exclude such taxes, levies, and duties. LAS is solely responsible for taxes based upon LAS’ net income, assets, payroll, property, and employees.

### 5. PROPRIETARY RIGHTS

**5.1 Retained Rights; Ownership.** As between the Parties and subject to the rights granted in the Agreement, LAS and its licensors retain all right, title and interest in and to the Subscription Services and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by the Agreement. As between the Parties, LAS acknowledges and agrees that Customer retains all right, title, and interest in and to all Customer Content and all information, data, or files derived or generated from such Customer Content through use of the Subscription Services.

**5.2 Exchange of Confidential Information.** The Parties acknowledge that during the performance of the Agreement, each Party will have access to certain of the other Party’s Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

**5.3 Mutual Confidentiality Obligations.** Each Party agrees as follows: (a) to use Confidential Information disclosed by the other Party only for the purposes described in the Agreement; (b) the receiving Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party with the exception of Authorized Users; (c) neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (d) the receiving Party shall restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, subcontractors and sub-processors (including service providers and infrastructure vendors used to provide the Subscription Services), and/or consultants, if any, who have a need to have access and who are subject to obligations of confidentiality and non-disclosure protecting the Confidential Information of the disclosing Party that are no less stringent than those set forth in the Agreement; and (e) to return or destroy, pursuant to Section 9, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of the Subscription Term.

**5.4 Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 5.2 and 5.3 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through

no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient without reliance upon Confidential Information of the disclosing Party; or (f) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under the Agreement, including to make such court filings as it may be required to do.

**5.5 Data Protection.** LAS shall only process Customer Personal Information for the purposes of providing the Subscription Services and will maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Customer Personal Information, as described in the [LAS Data Processing Addendum \(DPA\)](#). Those safeguards will include but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Personal Information (other than by Customer or Authorized Users). LAS (a) shall not retain, use, or disclose (including outside of the direct business relationship between LAS and Customer) Customer Personal Information for the purpose of providing the Subscription Services; (b) shall not sell, rent, release, disclose, disseminate, make available, transfer or otherwise communicate such Customer Personal Information to any third party for monetary or other valuable consideration; and (c) certifies that it understands the restrictions on LAS' processing such Personal Information as set forth herein and will comply with them. For clarity, LAS may disclose Customer Personal Information to LAS' service providers in connection with such service providers providing services to LAS, and LAS may permit such service providers to process Customer Personal Information as necessary for LAS to provide the Subscription Services to Customer. The terms of the [LAS DPA](#) are hereby incorporated by reference and shall apply to the extent Customer Content includes Customer Data, as defined in the DPA.

**5.6 Feedback; Aggregated Data.** Customer hereby does and will irrevocably assign to LAS all evaluations, ideas, feedback, and suggestions made by Customer to LAS regarding the Subscription Services and all intellectual property rights therein. Customer agrees that LAS may collect aggregated statistical data regarding Customer's use of the Subscription Services and provide such aggregated statistical data to third parties. In no event shall LAS provide to third parties specific data regarding Customer or Customer's Authorized Users. In addition, Customer acknowledges and agrees that LAS may, as a part of the Subscription Services, and unless prohibited by applicable law, de-identify and/or anonymize Customer Personal Information (with the resulting de-identified or anonymized data and information being referred to herein as "**De-identified Data**") and may (subject to any restrictions under applicable law) aggregate such De-identified Data, including without limitation aggregation with other information received by LAS from its other customers and from other data sources (collectively, "**Aggregated Data**") for the purpose of providing the Subscription Services and enhancing the features, functions, and performance of the Subscription Services. All De-identified Data and Aggregated Data shall be owned solely and exclusively by LAS, and Customer acknowledges and agrees that De-identified Data and Aggregated Data cease to be Personal Information, including without limitation for purposes of the Agreement, and LAS may, during and after the duration of the Agreement, use, reproduce, distribute, sell and otherwise commercialize such De-identified Data and Aggregated Data.

## 6. REPRESENTATIONS AND WARRANTIES

**6.1 Mutual.** Each Party hereby represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization and (b) that the Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

**6.2 LAS Warranty.** LAS warrants to Customer that for a period of one hundred, eighty (180) days after the Contract Start Date (as such date is set forth on the Order Form), the Subscription Services will substantially operate in accordance with the technical specifications for the subscribed features described in the Service Descriptions. Customer must notify LAS of any claimed non-compliance with the foregoing warranty (including a description of the claimed nonconformity with sufficient detail to isolate the issue) in writing within sixty (60) days following discovery of the occurrence constituting such claimed breach, provided that such written notice must be received by LAS within the warranty period. Customer's sole and exclusive remedy and LAS's entire liability for non-compliance with the warranty under this Section 6.2 is for LAS to provide Customer with a conforming substitute or, if LAS is unable to provide such substitute or corrective action, Customer may terminate the Agreement without penalty or payment of any early termination fee and LAS shall refund Customer the pro rata portion of any Fees that have been paid by Customer for the Subscription Term, which shall be prorated for the remaining period of the Subscription Term following the effective date of termination. The effective date of termination is when all Customer Content has been removed from the Subscription Services and the Subscription Services are deactivated.

**6.3 Professional Services Warranty.** LAS warrants to Customer that LAS will perform the Professional Services in a good and workmanlike manner. Customer's sole and exclusive remedy and LAS' entire liability for non-compliance with the warranty under this Section 6.3 will be for LAS to use its commercially reasonable efforts to re-perform the Professional Services, or, if LAS is unable to re-perform the Professional Services, Customer may terminate the Agreement without penalty or payment of any early termination fee and LAS shall refund Customer the pro rata portion of any Fees that have been paid by Customer for the Professional Services. Customer must notify LAS of any claimed non-compliance with the foregoing warranty (including a description of the claimed nonconformity with sufficient detail to isolate the issue) in writing within thirty (30) days following the provision of the Professional Service to which the nonconformity relates. LAS shall have no liability for any non-compliance caused by (a) persons other than LAS, (b) modifications not made by LAS, (c) data provided by or on behalf of Customer, or (d) causes beyond the reasonable control of LAS.

**6.4 Customer.** Customer represents and warrants to LAS that Customer owns or has acquired, and will maintain all necessary rights, power, and authority to provide and use, all of the Customer Content.

## 7. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY

**7.1 Disclaimer.** EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES, THE SERVICE DOCUMENTATION, AND ALL SERVICES (INCLUDING BUT NOT LIMITED TO PROFESSIONAL SERVICES) PERFORMED BY LAS ARE PROVIDED "AS IS" AND LAS AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY. LAS, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES, INCLUDING THE SUBSCRIPTION SERVICES OR ANY OTHER SERVICES (INCLUDING BUT NOT LIMITED TO PROFESSIONAL SERVICES) PROVIDED BY LAS WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. THE PARTIES ACKNOWLEDGE AND AGREE THAT LAS IS NOT OBLIGATED TO OBTAIN ANY REGULATORY APPROVALS THAT MAY BE NECESSARY UNDER THE AGREEMENT.

**7.2 Exclusions of Remedies; Limitation of Liability.** IN NO EVENT WILL LAS OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE



OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF LAS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE CUMULATIVE LIABILITY OF LAS TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THE AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED (A) WITH RESPECT TO PROFESSIONAL SERVICES, THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER FOR THAT PORTION OF THE PROFESSIONAL SERVICES THAT ARE THE BASIS FOR THE CLAIM; AND (B) WITH RESPECT TO THE SUBSCRIPTION SERVICES, THE TOTAL AMOUNT OF ALL FEES PAID BY CUSTOMER TO LAS FOR THE AFFECTED SUBSCRIPTION SERVICE DURING THE CONTRACT YEAR IN WHICH THE LIABILITY AROSE.

**7.3 Essential Basis of the Agreement.** Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 7 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in the Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of the Agreement would be substantially different.

## 8. INDEMNIFICATION

**8.1 Indemnification of Customer.** LAS agrees to indemnify, defend and hold Customer harmless from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Subscription Services and/or the Service Documentation infringes or misappropriates, as applicable, such third party's copyrights or trade secret rights, provided that Customer promptly notifies LAS in writing of the claim, cooperates with LAS, and allows LAS sole authority to control the defense and settlement of such claim. If such a claim is made or appears likely to occur, Customer agrees to permit LAS, at LAS' sole discretion, to enable it to continue to use the Subscription Services or the Service Documentation, as applicable, or to modify or replace any such infringing material to make it non-infringing, or to obtain rights to continue use. If LAS determines that none of these alternatives is reasonably available, Customer shall, upon written request from LAS, cease use of, and, if applicable, return, such materials as are the subject of the claim. This Section 8.1 shall not apply to the extent that the alleged claim arises from (a) modification of any of the Subscription Services by Customer, (b) combination, operation or use of any of the Subscription Services with other software, hardware, content, data or technology not provided by LAS, (c) use of a superseded or altered release of any of the Subscription Services, if such infringement would have been avoided by the use of a then-current release of the Subscription Services, as applicable, and if such then-current release has been made available to Customer, or (d) any Customer Content (any of the foregoing circumstances under clauses (a), (b), (c), or (d) a "**Customer Indemnity Responsibility**"). THIS SECTION STATES LAS' ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

**8.2 Customer's Indemnity Obligations.** Customer agrees to indemnify, defend, and hold LAS harmless from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from (a) Customer's or any Authorized User's negligence or willful misconduct; (b) Customer's or any Authorized User's use of the Subscription Services in a manner not authorized or contemplated by the Agreement, including violation of the Service Documentation; (c) Customer Content; or (d) a Customer Indemnity Responsibility, provided that Customer shall not settle any third-party claim against LAS unless such settlement completely and forever releases LAS from all liability with respect to such claim or unless LAS consents to such settlement, and further provided that LAS will have the right, at its option, to defend itself against any such claim or to participate in the defense thereof by counsel of its own choice.

## 9. TERM AND TERMINATION

**9.1 Term.** The term of the Agreement will continue for the duration of the Subscription Term unless terminated earlier in accordance with the Agreement.

**9.2 Termination for Breach.** Either Party may, at its option, terminate the Agreement in the event of a material breach by the other Party, provided such Party has provided written notice to the other Party specifically identifying the breach or breaches on which such notice of termination is based. The other Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and the Agreement will terminate in the event that such cure is not made within such thirty (30) day period. For purposes of clarity, Customer's non-payment of Fees validly due and payable under the Agreement will be deemed a material breach.

**9.3 Termination Upon Bankruptcy or Insolvency.** Either Party may, at its option, terminate the Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; or (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

**9.4 Effect of Termination.** Upon any termination of the Agreement, (a) Customer shall discontinue immediately all use of the Subscription Services, the Service Documentation, and any LAS Confidential Information; (b) each Party will delete any of the other Party's Confidential Information from computer storage or any other media including, but not limited to, online and off-line libraries; (c) each Party will return to the other Party or, at the other Party's option, destroy, all copies of any Confidential Information then in its possession; (d) Customer promptly shall pay to LAS all amounts due to LAS under the Order Form for the terminated Subscription Services, (e) LAS shall discontinue all Professional Services, and (f) Customer promptly shall pay all Fees otherwise validly due and payable that Customer has incurred through the date of termination.

**9.5 Removal of Customer Content.** Promptly following Customer's written request, LAS will make available to Customer, at no charge, a downloadable comma separated value file of Customer Content; provided such request is received by LAS no later than ninety (90) days following termination of the Agreement. After such ninety (90) day period (or promptly following Customer's earlier written instruction), Customer shall delete Customer Content from its systems except that LAS may retain copies for archival and compliance purposes.

**9.6 Survival.** Those provisions of the Agreement that by their nature or their terms survive termination or expiration of the Agreement shall so survive including but not limited to Sections 5 (Proprietary Rights), 7 (Disclaimers, Exclusions, and Limitations of Liability), 8 (Indemnification), 9.4 (Effect of Termination), 9.6 (Survival), and 10 (Miscellaneous).

## 10. MISCELLANEOUS

**10.1 Independent Contractors.** In making and performing the Agreement, Customer and LAS act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in the Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

**10.2 Notices.** All notices to be given in connection with the Agreement shall be given in writing in English and shall be delivered by electronic mail as follows: if to Customer, to the email address set forth on the Order Form, and if to LAS, to [legal@leaseaccelerator.com](mailto:legal@leaseaccelerator.com). Notices shall be deemed delivered if sent between 8 a.m. and 5 p.m. during the Business Days on which the intended recipient regularly operates its business in the applicable country of the intended recipient and if not sent during such hours, then during such hours of the next applicable Business Day. If

the sender receives a notice that the message was not received by the intended recipient or that the email box is no longer operational and the sender has used reasonable efforts to resend the message, then the notice may be delivered by commercial overnight courier, provided that a receipt confirming delivery is provided by the courier, and such notice is sent as follows: if to Customer, the address of Customer on the Order Form and if to LAS, to LeaseAccelerator Services, LLC, 10740 Parkridge Blvd., Suite 701, Reston, VA 20191.

**10.3 Amendments; Modifications.** The Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

**10.4 Assignment.** Neither Party shall assign any of its rights under the Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment will be null, void and of no effect. Notwithstanding the foregoing, either Party may assign the Agreement, without consent, in connection with a merger, sale, transfer or other disposition of all or substantially all of its stock or assets.

**10.5 No Third Party Beneficiaries.** The Parties acknowledge that the covenants set forth in the Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of the Agreement.

**10.6 Severability.** If any provision of the Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in the Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of the Agreement invalid or unenforceable whatsoever.

**10.7 Waiver.** No waiver under the Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right under this Agreement will not be deemed a waiver of that right.

**10.8 Force Majeure.** Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in performance of its obligations under this Agreement as a result of circumstances beyond such Party's reasonable control, including, by way of example and not limitation, war, riot, fires, floods, acts of God, epidemics, public health emergencies, orders of governmental authorities, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of the Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate the Agreement upon thirty (30) days' written notice.

**10.9 Governing Law.** THE AGREEMENT IS GOVERNED BY AND WILL BE INTERPRETED IN ACCORDANCE WITH THE APPLICABLE LAW SET FORTH IN THE TABLE BELOW WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR OTHER PROVISION THAT WOULD RESULT IN THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. ANY LEGAL ACTION, SUIT OR PROCEEDING BROUGHT BY A PARTY IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT SOLELY AND EXCLUSIVELY IN THE COURTS OF COMPETENT JURISDICTION LOCATED IN THE APPLICABLE VENUE SET FORTH IN THE TABLE BELOW. EACH PARTY IRREVOCABLY ACCEPTS AND SUBMITS TO THE SOLE AND EXCLUSIVE PERSONAL JURISDICTION OF SUCH COURTS, GENERALLY AND UNCONDITIONALLY WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING BROUGHT BY OR AGAINST IT BY THE OTHER PARTY, AND WAIVES ANY OBJECTION TO THE VENUE OR JURISDICTION OF THOSE COURTS. THE PARTIES AGREE TO WAIVE AND OPT-OUT OF ANY APPLICATION OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT (UCITA), OR ANY VERSION THEREOF, ADOPTED BY ANY STATE OF THE UNITED STATES IN ANY FORM. THE PARTIES FURTHER AGREE THAT THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THE AGREEMENT. EACH PARTY WAIVES ANY RIGHT TO JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THE AGREEMENT.

If Customer is domiciled in:	The LAS Entity entering into the Agreement (as provided on the Order Form) is:	Governing Law is:	Venue is:
The United States of America, Canada, Mexico, Singapore, or a country in Central or South America or the Caribbean	LeaseAccelerator Services, LLC., a Delaware limited liability company	Commonwealth of Virginia, USA	New York, New York, USA
Australia or New Zealand	LeaseAccelerator Services PTY LTD	State of New South Wales, Australia.	Sydney, Australia
A country in Europe, the Middle East and the United Kingdom	LeaseAccelerator Services Ltd.	England	London, England
Any location not listed above	LeaseAccelerator Services, LLC, a Delaware limited liability company	Commonwealth of Virginia, USA	New York, New York, USA

**10.10 U.S. Government End-Users.** Each of the Service Documentation and the software components that constitute the Subscription Services is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through

227.7202-4, all U.S. Government end users acquire the Subscription Services and the Service Documentation with only those rights set forth therein.

**10.11 Period Limitations.** Except for actions for nonpayment or breach of LAS or LAS' Affiliates' or licensees' proprietary rights, no action, regardless of form, arising out of or relating to an Agreement may be brought by either Party more than two (2) years after the cause of action has accrued.

**10.12 Export Compliance.** The Subscription Services have capabilities for Customer and its Authorized Users to access the Subscription Services without regard to geographic location and to transfer Customer Content between the Subscription Services servers and other locations such as Authorized User workstations. Customer is solely responsible for the authorization and management of Authorized User accounts across geographic locations. Customer is solely responsible for compliance related to the manner in which Customer or its Authorized Users choose to use the Subscription Services, including transfer and processing of Customer Content, the provision of Customer Content to third parties, and the locations in which any of the foregoing occur. Customer shall comply with all applicable import, re-import, export, and re-export control laws and regulations. Without limitation of the foregoing, Customer shall not permit Authorized Users to access or use Subscription Services in a United States embargoed country (currently Crimea - Region of Ukraine, Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation. LAS currently employs, and in the future may implement, processes and procedures intended to ensure compliance with these restrictions.

**10.13 Counterparts.** Each Order Form may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one agreement.

**10.14 Headings.** The headings in the Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of the Agreement.