



TermScout Certified Contract



Software Licensing Agreement

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REACH SOFTWARE SUBSCRIPTION AGREEMENT

This Software Subscription Agreement ("Agreement") is entered into between Reach Sports Marketing Group Inc. ("REACH", "Company", or "Us"), and the party identified in the signature block below, or in the Order into which this Agreement has been incorporated ("Customer", "You", or "Your"). This Agreement is intended to be a comprehensive set of terms pursuant to which REACH agrees to make the REACH Platform available to You. You agree that this Agreement and/or the Order into which it is incorporated may be electronically signed, and that the electronic signature is the same as a handwritten signature for the purposes of validity and enforceability. If You are entering into this Agreement on behalf of a company or other legal entity, You represent that You have the authority to bind such entity, its employees, authorized agents and Affiliates to these terms and conditions, in which case the terms "You" or "Your" shall include such entity, employees, agents and Affiliates.

DEFINITIONS

Capitalized terms utilized within this Agreement shall have the following meaning:

"Affiliates" means any entity which directly or indirectly, controls, is controlled by, or is under common control with a party to this Agreement, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of such party, for as long as such control exists.

"Authorized Users" means individual users who are authorized to use the REACH Platform pursuant to this Agreement and for whom a User Subscription has been procured. Authorized Users can include but are not limited to Customer's employees, consultants, and agents.

"Confidential Information" means, any commercial, financial, marketing, business, technical or other data, security measures and procedures, including the results of penetration testing, security reports and audits, know-how or other information disclosed by or on behalf of the disclosing party to the receiving party for purposes arising out of or in connection with this Agreement, that: (i) in the case of information in tangible form, is marked "confidential" or "proprietary;" (ii) in the case of information disclosed orally, visually or any other intangible form, is designated confidential or proprietary at the time of disclosure, and is reasonably understood by the receiving party to be proprietary or confidential; (iii) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary; and (iv) will include any reproduction of such information in any form or medium, or any part of such information. Notwithstanding the foregoing, the following shall not be Confidential Information: (1) information that was in the public domain at the time of its disclosure, or which becomes public domain property through no fault of the receiving party; (2) information that was rightfully in the receiving party's possession without restriction prior to disclosure; and (3) information that was rightfully and lawfully disclosed to the receiving party by a third party without restriction.

"Customer Content" means all content and intellectual property provided by Customer to REACH either directly or through submission to and/or stored in the REACH Platform by Authorized Users.

"Device Subscription" shall mean a subscription to utilize a component of the REACH Platform that is utilized in conjunction with REACH's digital signage offering and which receives and displays content to an individual endpoint. Device Subscriptions are issued on a per endpoint basis, unless specifically afforded otherwise in the Ordering Documents. Nothing within this Agreement affords Customer the right to broadcast content to unlimited endpoints unless such right is afforded in the Ordering Documents.

"Documentation" shall mean all manuals, user documentation made available in the English language, and other related materials pertaining to the implementation, use and support of the Device and User Subscriptions supplied by REACH, including any documents or data pertinent to the Professional Services and training related thereto.

"Hardware" shall mean the equipment owned or purchased by You either directly from REACH or through a third party for use with the REACH Platform, and shall include any firmware, operating system software, or supporting software embedded in the hardware.

"Invoice" shall mean the billing statement issued by REACH to Customer that sets forth the fees due for purchases made by Customer pursuant to this Agreement, including, as applicable, subscription fees, implementation fees, and any other amounts payable to REACH by Customer.

"Maintenance Service" shall mean call-in customer and technical support made available in the English language for diagnostic and error correction of the REACH Platform including available patches or solutions, as well as REACH Platform updates, bug fixes and enhancements.

"Order" is a component of the Ordering Document(s) issued by REACH and executed by the parties, setting forth the type, quantities and prices for the designated REACH Platform User Subscriptions, Device Subscriptions, Professional Services, Hardware, and/or other services to be rendered for the particular engagement.

"Ordering Documents" shall mean a REACH Order, Invoice, Statement of Work, including documents linked in or appended to the Order which specify the components of the REACH Platform software, User Subscriptions and Device Subscriptions, Professional Services and/or Hardware being purchased by Customer, all of which are subject to the terms of this Agreement.

"Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personal information under applicable laws, rules, regulations, and orders of governmental authorities having jurisdiction).

"REACH" means the entity from which Customer licenses the REACH Platform, as identified in the signature block below or in the Order or Invoice into which this Agreement is incorporated.

"REACH Platform" describes the complete suite of REACH proprietary software and Documentation. It is acknowledged by the parties that any reference to the REACH Platform shall be deemed to include the software products of REACH's respective Affiliates. The REACH Platform software specifically excludes (1) third party software products which may operate in conjunction with the REACH Platform but are not proprietary to REACH or its Affiliates and (2) components that may be procured by the Customer and may be hosted by and/or installed on the premises of the Customer and any.

"Professional Services" means the general consulting, implementation and/or training services to be provided to Customer pursuant to: (i) the Professional Services Addendum and (ii) a Statement of Work (as defined in such addendum).

"Purchase Order" or **"PO"** shall mean a document which may be issued by You in a form acceptable to REACH indicating type, quantities, prices and terms for the designated REACH Platform software, Hardware, Professional Services or other services. While REACH shall consider and review Purchase Orders if required by You, the terms on a PO unilaterally issued by You shall have no binding effect on REACH.

"Statement of Work" or **"SOW"** is a component of the Ordering Document(s) and shall mean the documents prepared by REACH, and executed by the parties, describing the scope of the Professional Services to be performed and the responsibilities of the parties with regard to the Professional Services engagement.

"Subcontractor" means a third party engaged by REACH to provide products and/or services used by REACH in rendering the Professional Services or provisioning the REACH Platform, including cloud providers, as well as any entity to which a Subcontractor further subcontracts (or sub-delegates) any of its subcontracted duties or obligations.

"Subscription Licenses" are as set forth in Section 3.

"Term" shall mean the period of time for which a legally binding contractual commitment remains in place as set forth in the Ordering Documents.

"Third Party Content Subscriptions" shall mean content offered by a third party which may be procured through REACH for an additional fee and according to the terms of use, if any, required by such third party.

"Usage Data" means technical and other usage data generated in connection with Customer's use of the REACH Platform and which is required for monitoring the REACH platform performance and improving the service for our customers. Usage Data does not include Customer Content, nor allow REACH or any third party to determine that such data relates to or was derived from Customer or any individual Customer user.

"User Subscription" means the subscription afforded to Customer for each individual Authorized User to access the REACH Platform in accordance with the properties of the particular User Subscription chosen.

ARTICLE I – SUBSCRIPTION GRANT AND TERMS OF USE

1. **The REACH Platform.** Subject to the terms and conditions of this Agreement and during the applicable Term, REACH shall make the REACH Platform available to You and Your Authorized Users solely for Your and your Affiliate's internal business operations. REACH affords access to the REACH Platform through the issuance of Device Subscriptions for each endpoint, and User Subscriptions for each Authorized User. Most components of the REACH Platform are hosted by REACH, while the endpoint device software and certain application building software is provided for customer download. REACH may update the functionality, user interface, usability and Documentation, from time to time in its sole discretion and in accordance with this Agreement. REACH acknowledges that Customer Affiliates may purchase and use the REACH Platform by executing Ordering Documents that incorporate the terms and conditions of this Agreement. In each such case, all references in this Agreement to "Customer", "You", "Your" shall be deemed to include such Customer Affiliate for purposes of the Ordering Document.

2. **Users of the REACH Platform- Passwords, Access and Notification.** User types and corresponding User Subscription rights are defined in the Documentation and applicable Ordering Documents. Authorized Users are provisioned within the REACH Platform and are assigned unique account credentials. User account credentials are for designated Authorized Users only and cannot be shared or used by more than one named user. You shall be responsible for the confidentiality and use of Authorized User's account credentials. You shall use reasonable measures consistent

with industry best practices to prevent unauthorized access to the REACH Platform and shall promptly notify REACH of any unauthorized access or use of the REACH Platform and any loss, theft or unauthorized use of any Authorized User's account credentials. For clarity, Customer is entitled to revoke credentials from any Authorized User or transfer credentials from an Authorized User to a new Authorized User.

3. Subscription License Grant. Upon payment of the applicable subscription fee for the Device Subscriptions and User Subscriptions purchased (collectively "Subscription Licenses"), REACH hereby grants to You, and Your Authorized Users, during the Term set forth on the Ordering Document(s), a nonexclusive, limited, non-transferable (except as set forth in this Agreement), Subscription License to use the REACH Platform in accordance with the terms of this Agreement. The source code for the REACH Platform is not licensed hereunder and is the sole and exclusive property of REACH.

4. General Restrictions and Terms of Use. You are responsible for all activities conducted with respect to Your use of the REACH Platform in accordance with this Agreement and applicable Documentation, including Authorized Users' compliance with this Agreement. You must not use, and must ensure that Affiliates do not use, the REACH Platform to provide an outsourced service, and may not rent, resell, sub-license, or permit the concurrent use of a single Authorized User login, or time-sharing of the REACH Platform. You shall use reasonable measures consistent with industry best practices to ensure that Affiliates, Authorized Users and other third parties do not: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the REACH Platform or any part thereof or otherwise attempt to discover any source code or modify the REACH Platform in any manner or form; (b) access or use the REACH Platform to circumvent or exceed User and Device Subscription limitations or requirements; (c) access and/or use the REACH Platform for the purpose of building a similar or competitive product or service, (d) obtain unauthorized access to the REACH Platform (including without limitation permitting access to or use of the REACH Platform via another system or tool, the primary effect of which is to enable input of requests or transactions by other than Authorized Users; (e) use the REACH Platform in a manner that is in violation of any third party rights of privacy or intellectual property rights; (f) issue or participate in any press release or other public statement related to this Agreement or the REACH Platform without prior written consent of REACH; (g) publish, post, upload or otherwise transmit through the REACH Platform, content that contains any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another; or (h) use or permit the use of any tools in order to probe, scan or attempt to penetrate or benchmark the REACH Platform or the REACH Platform. Customer acknowledges that access and use of the REACH Platform is subject to certain limitations on use, including but not limited to the specific quantity of Subscription Licenses, subaccounts, email addresses, data connections, etc., and applicable as set forth in the Ordering Documents ("Usage Limits"). If Customer exceeds the Usage Limits, Customer shall be obligated to pay for the excess usage at the rates agreed to in the most recent Order, backdated to the first day of the month in which the Usage Limits were exceeded.

You agree to comply with all applicable laws, including export laws, regarding the transmission of technical data exported from the United States and the country in which Your Authorized Users are located. You will not send any electronic communication or content utilizing the REACH Platform that is unlawful, harassing, libelous, defamatory or threatening. You shall not perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, remote access or penetration testing of the REACH Platform without REACH's approval. You acknowledge that REACH has the right to take remedial action if the terms of this Agreement are violated, and such remedial action may include suspending, removing, or disabling access to the REACH Platform. Except as permitted by this Agreement, no part of the REACH Platform may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. You agree not to access the REACH Platform by any means other than through the interfaces that are provided by REACH. You shall not do any "mirroring" or "framing" of any part of the REACH Platform or create Internet links to the REACH Platform which include log-in information, usernames, passwords, and/or secure cookies.

5. Internet Connectivity and Transmission: You are responsible for securing an appropriate Internet connection as defined in the Documentation in order to utilize the REACH Platform. You expressly consent to REACH's storage of electronic communications and/or Customer Content to the extent necessary to provide the REACH Platform hereunder, either through REACH directly or through REACH's Subcontractors. As such, Customer acknowledges and understands that Customer's Content and electronic communications may involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by REACH or its authorized service provider. Without limiting REACH's applicable obligations under this Agreement and applicable law, REACH is not responsible for any electronic communications and/or Customer Content which are delayed, lost, altered, intercepted or stored during the transmission across networks not owned and/or operated by REACH or its Subcontractors. REACH is not responsible for interruption to the REACH Platform caused by outages in Internet connectivity.

ARTICLE II – FEES AND PAYMENT

1. Ordering Documents. Customer may purchase Subscription Licenses, Professional Services, and/or Hardware by paying an Invoice or signing an Order. Customer's payment of an Invoice constitutes (a) Customer's acceptance of the

goods and services identified on the applicable Invoice or Order and the Term set forth in the Invoice or herein, and (b) Customer's agreement that the terms of this Agreement shall govern such purchase. Subscription Licenses, Professional Services and/or Hardware which shall afford access to the REACH Platform shall be made available once Customer has paid applicable Invoice or signed the necessary Ordering Documents.

2. Term. Each Ordering Document shall set forth the Term of the Order which shall commence within five business days following the date upon which the Invoice is sent to Customer or the Ordering Document is fully executed by both Parties, whichever occurs first, and shall continue for the length of time referenced on the Ordering Document (the "Term"). If no such Term is identified, the Term shall be three years. The Term of the applicable Subscription Licenses and related Professional Services to the extent provided on a subscription basis, as well as any future subscriptions or services purchased under the same account, shall be automatically renewed for successive one year terms, unless either party provides written notice of non-renewal at least thirty (30) days prior to the expiration of the then existing Term.

3. Fees and Payment. You agree to pay all fees arising from Your purchase of the Subscription Licenses, Professional Services and/or Hardware in accordance with the payment terms specified in the Ordering Document. Except as otherwise specified (i) fees are based on Device and User Subscriptions, Professional Services and Hardware purchased, even if unused, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Term identified in the Ordering Documents. All fees payable are due within 30 days from the invoice date unless otherwise specified on the Ordering Document.

4. Taxes. REACH fees do not include any local, state, federal or foreign taxes, levies or duties of any nature, including value-added, sales use or withholding taxes ("Taxes"). Customer is responsible for paying all Taxes, excluding only taxes based on REACH's net income. If REACH has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides REACH with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Credit Cards and Purchase Orders. Credit Cards will not be accepted for payments above Twenty-Five Thousand Dollars (\$25,000.00) unless You agree to pay a credit card usage fee of 3% in addition to the amounts due to REACH. While You may choose to issue a purchase order to comport with your own internal processes, You agree that any terms included on the Purchase Order which differ or add to those contained in the Ordering Documents or this Agreement shall have no binding effect on REACH.

6. Price Increase. Beginning with the first year following the initial Term of the Subscription Licenses as set forth in the Ordering Document, and for each subsequent year thereafter unless this Agreement is terminated pursuant to the terms herein, REACH may adjust the subscription fee and any recurring Professional Services fees by 8%. REACH shall provide you with advance notice of any such increase, which may be in the form of an invoice.

7. Cost of Third-Party Content Subscriptions. If You elect to purchase through REACH certain Third-Party Content Subscriptions, You acknowledge that the costs of such subscriptions, if any, may be increased at the time and in the manner the increases are received from the third party. REACH shall provide You with advance notice of any such increase promptly after REACH receives any such notice from the third party.

8. Suspension/Termination.

a. **Termination for Failure to Pay.** If Customer fails to make any payment due hereunder (unless such payment is the subject of a reasonable dispute), REACH shall have the right to terminate this Agreement upon thirty (30) business days written notice, unless Customer makes such payments plus any interest due, within said thirty (30) day notice period. If payments are not made, REACH may immediately terminate this Agreement at the end of said thirty (30) day period.

b. **Suspension for Ongoing Harm.** REACH may suspend access to the REACH Platform if REACH reasonably concludes that Customer's access is being used to engage in activity in violation of this Agreement, in violation of law and/or is causing immediate, material and ongoing harm to REACH or others, including a threatened or suspected security breach. In the event of suspension under this subparagraph, REACH agrees to afford notice to You within twenty-four (24) business hours of such suspension to the extent reasonably practicable in REACH's sole judgment. In the event that REACH suspends access to the REACH Platform, REACH will use commercially reasonable efforts to limit the suspension to the offending portion of the REACH Platform and work with Customer to resolve the issues causing the suspension. You agree that REACH shall not be liable to You or to any third party for any suspension of the REACH Platform under such circumstances as described in this section. Any suspension under this section shall not excuse Customer from Customer's obligation to make payments under this Agreement.

c. **Termination for Cause/Expiration.** Either party may immediately terminate this Agreement and all Ordering Documents issued in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party ("Termination for Cause"). Such notice by the complaining party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach. Upon termination of this Agreement, You shall have no rights to continue use of the REACH Platform. If this Agreement is terminated by You for any reason other than a Termination for Cause expressly permitted by this Agreement, then REACH shall be entitled to all of the fees due under this Agreement for the entire Term. If this Agreement is terminated for cause as a result of

REACH's material breach of this Agreement, then You shall be entitled to a refund of the pro rata portion of any User or Device subscription fees paid by You to REACH under this Agreement for the terminated unexpired portion of the Term.

ARTICLE III - SUPPORT AND MAINTENANCE SERVICES; MODIFICATIONS TO REACH PLATFORM

1. **Support Services and Professional Services.** As part of the Subscription License fee, REACH will provide You with Documentation and other online resources to assist You in Your use of the REACH Platform ("Support Services"). REACH also offers optional "for fee" enhanced Support Services and Professional Services.

2. **Modifications.** REACH may make modifications to the REACH Platform from time to time and will use commercially reasonable efforts to provide prior notice of any material modifications that adversely impact the functionality of the REACH Platform. REACH reserves the right to discontinue components of the REACH Platform at the conclusion of Customer's then current Term.

3. **Service Monitoring and Analyses.** REACH continuously monitors the REACH Platform to help resolve service requests; to detect and address threats to the functionality, security, integrity, and availability of the REACH Platform; and to detect and address illegal acts or violations of this Agreement. REACH does not monitor, nor address issues with, non-REACH software provided by Customer, or any use of the REACH Platform which includes links, integrations or an API which may be used to facilitate integrations to or from third party products or services ("Third Party Applications"). If Customer elects to use the REACH Platform to integrate with, enable, access or use an API to interact with such Third Party Applications it does so at its own risk subject to the terms of such Third Party Applications and REACH has no responsibility or liability for the security, availability, or integrity of data processed by or through such Third Party Applications. For the avoidance of doubt, Customer acknowledges that any Third Party Application providers are not a subcontractor of REACH and therefore any regulatory requirements including privacy-based data processing agreements that may be required are the responsibility of the Customer. To best and most efficiently support your use of the REACH Platform, you agree to afford REACH permission to add and remove REACH authorized personnel to/from your account for the sole purpose of facilitating your use of the REACH Platform in accordance with the terms of this Agreement.

4. **Modifications and Updates to the REACH Platform.**

a. **Updates and Error Corrections to the REACH Platform.** REACH reserves the right to periodically perform error corrections, bug fixes, patches or other updates to the REACH Platform in accordance with the Maintenance Services provided. All bug fixes, patches, updates or other modifications shall automatically be considered part of the REACH Platform, subject to the provisions of this Agreement, and shall be the sole property of REACH.

b. **No Responsibility for Updates or Bug Fixes to Operating Systems, Third Party Software or Third Party Content Subscriptions Used in Conjunction with the REACH Platform.** While REACH is responsible for updates and error corrections to the REACH Platform, REACH is not responsible for maintaining or updating the operating systems or other types of third party software or content systems that You may choose to access or utilize in conjunction with the REACH Platform. Specifically, while You may choose to retain REACH to configure hardware and content player devices to your specifications with the operating system and third party software and content feeds of Your choice, REACH takes no responsibility to update or maintain those operating systems, Third Party Content Subscriptions, integrations or third party software, including any malware protection. REACH recommends that You incorporate any content players and devices into Your standard end-point hardening baselines, patch deployment programs, and malware protection protocols.

c. **New Releases.** The REACH Platform releases applicable to the version sold plus all sequential .x releases for the version sold are included with the Subscription Fee. However, You acknowledge that Your specific data security requirements or the architecture of your particular environment may in some situations preclude You from implementing these new releases. To the extent such circumstances arise, REACH agrees to work with You in good faith to maximize Your access to future enhancements without compromising Your chosen architecture or data security requirements.

5. **REACH Platform Service Options.**

a. **Standard Maintenance Services.** The REACH Platform Maintenance Service includes the following:

i. the REACH Platform Upgrades. During the Term, REACH shall support the version of the REACH Platform sold, including any minor versions of the REACH Platform, which may include but are not limited to enhancements to or bug fixes for the REACH Platform. Customer acknowledges that any installed application software supporting the REACH Platform may need to be upgraded in order to take advantage of any new features, security fixes, or bug fixes and this includes the ability to leverage any new major or minor releases of the REACH Platform hosted in the Cloud Services.

ii. Website Service. REACH shall provide You with access to REACH's web site which contain reference materials and provide You the ability to electronically access, install and download upgrades to the installed applications supporting the REACH Platform as they are made available. A the REACH Platform upgrade will be supported for six (6) months after issuance of the next replacement upgrade. Notwithstanding any other provision in this agreement, REACH reserves the right to discontinue a software product and will notify You about the remaining service period which shall be no less than six (6) months by publication on REACH's website.

iii. Call-In Maintenance Service for the REACH Platform. Maintenance Service is available to You in accordance with the applicable Service Level Agreement incorporated herein by reference.

6. Third Party Content Subscription Offerings. REACH offers the opportunity to integrate with a variety of Third Party Content Subscriptions, product and management services which may or may not include third party software (collectively, "Integrations"). Some of these third party subscriptions are offered free of charge while others may require a separate subscription fee. If You choose to subscribe through REACH to a Third Party Content Subscription service, REACH grants to You a nonexclusive subscription license according to the terms of such Third Party Content Subscription provider. You hereby agree to pay the subscription fees to any Third Party Content Subscription, where applicable, and to abide by the specific licensing terms of that third party, and/or click-through licensing terms as well as ensuring that your use of an Integration is consistent with the terms applicable to any third party content source(s) you select. These third party content feeds, products or software, while operating in conjunction with the REACH Platform, are separate and distinct from the REACH Platform. REACH expressly disclaims any representations and warranties related to these third party products, and further disclaims any obligations to troubleshoot, upgrade or support these third party content feeds and products.

7. Responsibility for Content Chosen.

a. It is understood that You bear direct responsibility for the particular content You choose to display or otherwise utilize in the REACH Platform including, without limitation, all Customer Content. While REACH may configure and design the manner in which content may be displayed, the particular content accessed and displayed is the sole responsibility of You, for which REACH takes no responsibility and makes no representations as to accuracy, quality, integrity, reliability, appropriateness, legality or accessibility. REACH further disclaims any responsibility to maintain or store any usage statistics for the benefit of You for any particular period of time. You retain all rights, title and interest as applicable in and to the content You furnish to REACH including, without limitation, the Customer Content and REACH will not have any interest in, or right to use, the same.

ARTICLE IV – PROPRIETARY RIGHTS, DATA SECURITY AND CONFIDENTIALITY

1. Intellectual Property Rights. All rights, title and interest in and to the REACH Platform (including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works of the REACH Platform and any related components provided or developed by REACH) and all Usage Data is owned exclusively by REACH. Except as provided in this Agreement, the rights granted to You do not convey any rights in the REACH Platform, express or implied, or ownership in any intellectual property rights thereto. You grant to REACH a royalty free, worldwide, perpetual, irrevocable, assignable, transferable right to use, modify, make derivative works of, distribute, and incorporate into the REACH Platform (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by You or any Authorized Users related to the operation or functionality of the REACH Platform. Any rights in REACH's intellectual property not expressly granted herein by REACH are reserved by REACH. REACH service marks, trademarks, logos, and product and service names are proprietary to REACH (the "REACH Marks"). Customer agrees not to display or use the REACH Marks in any manner without REACH's express prior written permission.

2. REACH Standard Materials and Tools. You agree that in connection with the provision of the REACH Platform and/or Professional Services hereunder, REACH may provide or use certain pre-existing materials, information, software components and tools that are proprietary to REACH (collectively, "REACH Standard Materials and Tools"). You acknowledge that we have informed You, and we have represented and warranted to You that all right, title and interest in and to all pre-existing REACH Standard Materials and Tools is and remains the exclusive property of REACH. REACH retains the right to re-use, transfer, distribute and provide subscription rights to any of its current and future clients any of its REACH Standard Materials and Tools. For avoidance of doubt, unless specifically identified as "Work Made for Hire" in a fully executed Ordering Document(s), all the REACH Platform software products and Professional Services provided hereunder shall be considered preexisting REACH Standard Materials and Tools.

3. Ownership of Customer Content. REACH agrees that all Customer Content shall remain the exclusive property of You. Customer hereby grants to REACH a limited license to host, copy, use, transmit, and display Customer Content solely for the purpose of performing REACH's obligations under this Agreement which shall include providing, maintaining and improving the services provided by REACH in accordance with the terms of this Agreement.

4. Confidentiality.

a. **Mutual Obligations Regarding Confidential Information.** Each party agrees to keep confidential all Confidential Information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising a reasonable degree of care in the protection of Confidential Information).

b. **Utilization of Confidential Information.** You agree that utilization of REACH's Confidential Information shall be solely for the purpose of utilizing the REACH Platform and shall not be used for any other purpose. You shall not use REACH's Confidential Information to develop or sell software products or services that are competitive with the REACH Platform and/or Professional Services. Similarly, REACH agrees that it shall utilize Your Confidential Information solely for the purpose of providing the REACH Platform and Professional Services set forth in the Ordering Documents and for no other purpose.

c. **Injunctive Relief.** You acknowledge that the unauthorized use, transfer or disclosure of Confidential

Information, including the REACH Platform and/or the Documentation or copies thereof will (i) substantially diminish the value to REACH of the trade secrets and other proprietary interests that are the subject of this Agreement; (ii) render REACH's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (iii) cause irreparable injury in a short period of time. If You breach any of Your obligations with respect to the use or confidentiality of REACH's Confidential Information, REACH may, in addition to any other legal or equitable rights or remedies which may be available seek equitable relief against You to protect its interests, including, but not limited to, preliminary and permanent injunctive relief without necessity of proving actual damages or posting bond.

5. Deployment of Regulated Data. You agree that You shall not deploy any regulated data, including personal data (as defined under applicable data privacy laws), in or through any environment hosted by REACH, except as expressly permitted herein or in an applicable data processing agreement. Customer acknowledges that it has sole responsibility for the ensuring the completeness, accuracy and legality of all such regulated data, which shall be deemed Customer Content. Customer agrees it is responsible for ensuring that it has all necessary licenses and consents with respect to Customer Content.

6. Data Security

a. Information Security and Assessments. REACH shall maintain the security of the REACH Platform in accordance with industry accepted best practices. REACH maintains a SOC 2 Type II report covering the Security, Availability, and Confidentiality Trust Services Criteria, audited by an independent third party. In the event any negative findings are uncovered during any respective audit period, REACH agrees to mitigate any negative findings in a timeframe commensurate with the severity and associated risk. REACH shall maintain a SOC 2 Type II report during the term of this Agreement and shall make its then-current report available to Customer upon written request, subject to confidentiality obligations.

b. Disaster Recovery. During the term of this Agreement, REACH will maintain and comply with its then-current Disaster Recovery Plans. REACH will test such plans at least annually. Upon written request, REACH will provide (i) a copy of the table of contents to such plan, and (ii) a summary of its annual testing results.

c. Retention and Destruction. Upon Customer's written request or termination of this Agreement, REACH will delete the Customer Content contained within the REACH Platform within a commercially reasonable period. REACH will retain automated backup copies and log files generated by the Cloud Service that may contain Customer Content in accordance with REACH's data retention policy. Such backup copies and log files will remain subject to Section 4 of Article IV of this Agreement until deleted.

ARTICLE V – WARRANTIES DISCLAIMERS AND EXCLUSIVE REMEDIES

1. Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. REACH warrants that during the Term, REACH will make the REACH Platform available using commercially reasonable care and skill in all material respects as described in the Documentation, including the applicable Service Level Agreement, and that REACH will not materially decrease the functionality described in the Documentation during the then-current Subscription License Term.

2. REACH represents and warrants that it is the sole owner of the entire right, title, and interest in and to the REACH Platform, that it has the sole right to grant the license rights hereunder, and that it has not granted license rights to any other entity that would restrict rights granted hereunder.

3. Notwithstanding the warranty provisions set forth herein, all of REACH's obligations with respect to such warranties shall be contingent on Your use of the REACH Platform in accordance with this Agreement and in accordance with the Documentation. REACH shall have no warranty obligations with respect to any failures of the REACH Platform which are the result of use of the REACH Platform in violation of this Agreement, or the result of accident, abuse, misapplication, a change in Your IT platform or infrastructure/data systems, extreme power surge or extreme electromagnetic field, or third party applications or services provided by third parties.

4. REACH does not warrant that the REACH Platform will be performed error-free or uninterrupted, that REACH will correct all service errors, or that the REACH Platform will meet all of Customer's requirements or expectations.

5. For any breach of the warranty, Customer's exclusive remedy and REACH's entire liability shall be the correction of the deficient service that caused the breach of warranty, or, if REACH cannot substantially correct the deficiency in a commercially reasonable manner, Customer may terminate this Agreement for cause.

6. TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES STATED HEREIN ARE THE SOLE AND THE EXCLUSIVE WARRANTIES OFFERED. THERE ARE NO OTHER WARRANTIES PROVIDED HEREUNDER, EITHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE VI – INDEMNIFICATION AND LIMITATION OF LIABILITY

1. Limitations of Liability.

a. Exclusion of consequential damages. To the maximum extent permitted by law, in no event shall either party or its Affiliates have any liability to the other party or its Affiliates arising out of or in connection with this Agreement for any lost profits or revenue or for incidental, consequential, punitive, cover, special, reliance or exemplary damages, or

indirect damages of any type or kind however caused, whether from breach or repudiation of contract, breach of warranty, negligence, or otherwise. Certain states and/or jurisdictions do not allow the exclusion of incidental or consequential damages, in which case such damages shall be subject to the limitations set forth below.

b. **Limitations on Liability.** The maximum aggregate liability of either party and its Affiliates arising out of or in connection with this Agreement, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, or otherwise, shall not exceed two times (2X) the total subscription fees paid or payable during the twelve (12) month period immediately preceding the event out of which the liability arose.

c. **Acknowledgement regarding Exceptions.** Both parties acknowledge that the fees reflect the allocation of risk set forth in this Agreement and that the parties would not enter into this Agreement without these limitations on their liability. The limitations of Customer's liability set forth in this section shall not apply to: (i) indemnification obligations pursuant to this Agreement; (ii) payment obligations; (iii) violation of REACH's intellectual property rights, trade secrets, and terms of use.

d. The limitations of REACH's liability set forth in this sections shall not apply to: (i) indemnification obligations pursuant to this Agreement; (ii) fraud or willful misconduct; (iii) death or personal injury; (iv) gross negligence or recklessness.

2. **Indemnification.**

a. **REACH's Indemnity to Customer.** Subject to the terms and conditions set forth in this Section 2, REACH shall, at its own expense, indemnify, defend, and hold harmless Customer from and against any and all allegations, threats, claims, suits, and proceedings brought by third parties (collectively "Claims") alleging that the REACH Platform, as used in accordance with this Agreement, infringes any third party's copyrights or trademarks covering the type of software provided to Customer pursuant to this Agreement and shall indemnify Customer against liability, damages, and costs awarded or entered into in settlement (including reasonable attorneys' fees) (collectively, "Losses") to the extent based upon such Claim(s).

REACH will have no liability for Claims or Losses to the extent arising from (i) use of the REACH Platform in violation of this Agreement or applicable law, (ii) use of the REACH Platform after REACH notifies Customer to discontinue use because of an infringement claim, (iii) modifications to the REACH Platform not made by REACH, or (iv) use of the REACH Platform in combination with any non-REACH software, integration, application or service to the extent the infringement claim arises from such combination.

b. If a Claim of infringement as set forth above is brought or threatened, REACH shall, at its sole option and expense, use commercially reasonable efforts either (i) to procure a license that will protect Customer against such Claim without cost to Customer; (ii) to modify or replace all or portions of the REACH Platform as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (iii) if (i) and (ii) are not commercially feasible, terminate the Agreement and refund to the Customer a pro-rata refund of the Subscription License fees paid for the terminated portion of the Term.

c. **Customer's Indemnity to REACH.** You shall indemnify, defend, and hold harmless REACH, from and against any Claims arising out of or related to the Customer Content or intellectual property supplied by You or your agent.

d. **Indemnification Procedures and Survival.** In the event of a potential indemnity obligation under this Section, the indemnified party shall: (i) promptly notify the indemnifying party in writing of such Claim; (ii) allow the indemnifying party to have sole control of its defense and settlement; and (iii) upon request of the indemnifying party, cooperate in all reasonable respects, at the indemnifying party's cost and expense, with the indemnifying party in the investigation, trial, and defense of such Claim and any appeal arising therefrom. The indemnification obligations under this Section are expressly conditioned upon the indemnified party's compliance with this Section except that failure to notify the indemnifying party of such Claim shall not relieve that party of its obligations under this Section but such obligations shall be reduced to the extent of any damages attributable to such failure.

ARTICLE VII - GENERAL TERMS

1. **Surviving Provisions.** Article IV shall survive any termination or expiration of this Agreement. The obligations to indemnify and hold harmless a party hereto pursuant to Article VI shall terminate upon the termination of this Agreement; provided, however, that such obligations to indemnify and hold harmless shall not terminate with respect to any item as to which the party to be indemnified shall have, before the termination date of the Agreement, previously made a claim by delivering a written notice (stating in reasonable detail the basis of such claim) to the indemnifying party.

2. **Notice.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given (i) five days after being deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (ii) one day (two days if international) after being sent by overnight courier, charges prepaid; and addressed to the notice address indicated on the Ordering Document.

3. **Entire Agreement.** This Agreement, together with the Ordering Document(s) and any exhibits or Addenda attached thereto, contain the entire understanding and agreement between the parties respecting the subject matter hereof and are incorporated into this Agreement by reference, as if fully set forth herein. This Agreement, any Ordering

Document(s) and any such exhibits and Addenda, may not be modified or discharged, and no additional or prior terms shall apply, except by an instrument in writing signed by each party. Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this Agreement.

4. Independent Contractor Status. Each party is an independent contractor in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

5. Assignment. Neither this Agreement nor any rights or obligations hereunder may be transferred or assigned without the other party's prior written consent, which shall not be unreasonably withheld, and any attempt to the contrary shall be void. Notwithstanding the foregoing, REACH or Customer may assign this Agreement and any applicable Ordering Document(s) to: (a) any successor by merger, acquisition, consolidation or other corporate restructuring; (b) any parent or majority owned subsidiary; or (c) any entity which acquires all or substantially all of such company's assets.

6. Choice of Law, Venue and Process.

a. This Agreement and any Ordering Documents issued related to this Agreement shall be governed by and construed in accordance with the substantive laws of the United States and Colorado, without regard to conflicts of law principles. The parties may initiate any litigation and/or dispute resolution proceeding in the State of Colorado only and irrevocably consent to the exclusive personal jurisdiction therein.

7. Waiver of Jury Trial. EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING THE SERVICES CONTEMPLATED HEREBY.

8. Counterparts and Electronic Signatures. Delivery of an executed counterpart of this Agreement or any Ordering Document(s) by facsimile or email shall be effective as delivery of a manually executed counterpart of this Agreement. The execution of this Agreement, Ordering Document(s) or any exhibit thereto by electronic signature shall constitute a valid and binding signature.

9. Captions. All captions and headings in this Agreement are for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

10. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.