

## A. Overview

These MASTER TERMS (the “Master Terms”) set forth the terms and conditions between Corsica Technologies, LLC, a Delaware limited liability company with offices at 500 Rhett Street, Greenville, SC 29601 (“Corsica”) and the purchaser (the “Client”) of products or services identified in the documentation (Proposal, Quote, Agreement, Statement of Work, etc.) engaging Corsica’s services or purchasing product (hardware, software or maintenance), hereinafter referred to as the “Agreement(s)”, and are effective as of the date of the initial Agreement engaging Corsica’s Services and or purchasing products. PLEASE READ THESE MASTER TERMS CAREFULLY.

These Master Terms apply to all Corsica Services purchased. Service Agreements will define any terms and conditions additional to these and specific to Services or bundles of Services. These Master Terms and the Service Agreements constitute the entire Agreement between Corsica and Client, and are also incorporated in full by reference. Corsica may from time to time modify these documents when we implement improvements to our services and seek to bring further clarity to our service descriptions and terms.

### 1. Definitions

- “Agreement” shall mean each separate signed Order combined with these Master Terms to form a separate agreement between the parties.
- “Minimum Usage Fees” shall mean for any Subscription Service the minimum volume for which the customer will be charged, regardless of whether the Customer uses less than such volume.
- “Order” shall mean a request for Corsica to deliver Products and/or Services agreed upon between the parties. Each Order shall detail (a) the Services or Products to be delivered, (b) the location of performance and (c) such other details as necessary to support Corsica’s delivery. An Order may include a Managed Services Agreement, Statement of Work, Proposal, or Quote.
- “Product” means third-party products purchased by Client from Corsica pursuant to an applicable Order.
- “Professional Services” means any Services outside of or in addition to the Subscription Services provided to the Client on an ad hoc basis mutually agreed by the parties or for which the parties have agreed upon a separate Order specifying the scope of services or statement of work.
- “Services” means the services provided under the Service Agreement.
- “Service Block” means a pre-purchased bundle of hours of Professional Services purchased pursuant to an Order that may be subsequently applied against Professional Services agreed upon by the Parties.
- “Subscription Services” means the particular bundle of monthly services and/or products and pricing upon which the Client and Corsica have agreed for a set term, as set forth in the applicable Order.

### 2. Relationship Management

Corsica shall designate a primary account representative to interface with Client with respect to oversight of all Orders and Services between the parties. Client will designate a primary managerial level representative and a secondary representative (as a backup) to interface with Corsica and to authorize and execute any Order. Corsica shall be entitled to rely on the directions or consents provided by such representatives. Client will use reasonable efforts at all times to see that such Client representatives are available whenever a Corsica representative is providing Services at any Client site. It is the Client’s responsibility to inform Corsica of any changes to the Client’s designated primary or secondary representative as soon as possible.

## B. Term & Termination

### 1. Term

These Master Terms shall apply from the date of the first Agreement entered into between the parties hereunder and shall extend so long as there is any individual Agreement in effect.

### 2. Agreement Term

With respect to each individual Agreement, the term of such Agreement shall be set in the applicable Order subject to the following terms. Each Agreement is individually subject to termination as set forth in Section B.3 below.

- For each Agreement including Subscription Services, the initial term shall be three (3) years unless otherwise specified in the applicable Order. Each such Agreement shall automatically renew thereafter for additional consecutive terms equal in length to the term specified in the applicable Order unless either party provides notice of non-renewal at least 90 days prior to the end of the then current term. If the Agreement automatically renews, the Agreement shall renew at Corsica’s then current rates.
- For each Agreement governing only Professional Services, the term shall be as specified in the applicable Order and shall be based upon completion of the applicable Services.
- For each Agreement governing only the delivery of Products, the term shall run from execution of the Order through delivery of the applicable Products.

### 3. Agreement Termination

Corsica and/or Client shall have the right to terminate any individual Agreement under any of the following conditions:

- If the other party shall be declared insolvent or bankrupt.
- If a petition is filed in any court and not dismissed in 90 days to declare the other party bankrupt and/or for a reorganization under the Bankruptcy Law or any similar statute.
- If a Trustee in Bankruptcy or a Receiver or similar entity is appointed for the other party.
- If the other party has failed to comply with any applicable laws in connection with the Agreement.
- If there is mutual written consent of the parties to terminate the Agreement.
- If there is material breach by either party of its express obligations under the Agreement that is not cured within 60 days' written notice from the other party.

#### 4. Payment Obligations Upon Termination

Upon termination of any Agreement, Client shall pay Corsica for all Services and Products delivered prior to the date of termination. In addition, in the event that Client terminates an Agreement pertaining to Subscription Services without cause or Corsica terminates such Agreement pursuant to Section B.3 prior to the expiration of the term, Client shall pay Corsica: (a) the fees associated with the Subscription Service through the end of the term; (b) any fees that were waived by Corsica during the first year. In no event will Client be entitled to a refund in connection with early termination.

The last month of the term shall be considered the off-boarding month during which Corsica will perform a standard off-boarding project to discontinue Services. Off-boarding services will be limited to our off-boarding project service scope of work during the off-boarding period. Requests outside of our off-boarding scope will be quoted as additional services.

#### 5. Effect of Termination

Upon Termination of an Agreement, Client will no longer have any access to or right to use the Services. All Corsica Materials will be immediately surrendered and returned to Corsica. Client shall provide Corsica and its suppliers and service providers with reasonable access to Client's facilities as necessary to collect such materials.

Upon termination, all Corsica-owned equipment can be purchased by the Client. Otherwise, Corsica-owned equipment must be returned in the same condition as it was when last active in the Client environment. If equipment is returned in a damaged state or state different than last observed during active Corsica services, Client will be invoiced for the current market value of the equipment.

Subject to Client paying all outstanding invoices and Corsica's then current hourly rates, Corsica shall reasonably cooperate with Client to transition Client's data and the Services back to Client and/or Client's successor service provider(s). Unless otherwise stated in the applicable Order, Corsica will not store or maintain any Client data in Corsica's possession or control more than 30 days beyond termination or expiration of the Agreement. All Client data, to include configuration data, device backups, credentials, and other Client-specific information, will be disposed of according to Corsica's internal Disposal and Destruction Policy, which conforms to industry-standard security best practices. Thereafter, all data will not be retrievable by Corsica or Client. Client is responsible for ensuring data is transferred prior to disposal by Corsica or any third party Corsica hires to perform destruction or disposal service.

Corsica reserves the right to charge Client in advance for such transition services. The provisions contained in Sections B.4, B.5, F.1, F.2, F.3, F.5, F.6, F.7, F.8, F.9 and F.12 shall survive expiration or termination of this Agreement.

## C. Pricing & Payment Terms

### 1. Fees

The Order shall specify the fees applicable to the Services and Products set forth therein; provided, however, that the parties may need to adjust the fees if the parties discover additional service requirements (e.g., equipment to be supported) during the Service onboarding process. Prices specified in Orders are subject to change unless and until the Order is finalized and accepted by both parties. After the initial twelve months of service, Corsica reserves the right to increase the fees for Subscription Services annually by the greater of 5% or the annual percentage change in the Consumer Price Index (CPI) rate published by the Office for National Statistics in December of the preceding year.

### 2. Volume/Quantity Increases

If Client uses additional volume of Subscription Services above the contracted level under any existing Agreement, the price rate specified in the Order shall apply to such incremental volume. Corsica will perform monthly true-up audits of Client's use of any Subscription Services and/or Products that are based upon volume usage. If Corsica determines that Client's usage exceeds the then current contracted volume(s), Corsica shall promptly invoice Client for the excess volume(s) at the price rate specified in the applicable Order. Client may subsequently reduce its volume down from the increased levels hereunder; however, monthly invoicing will not be reduced below the volume(s) specified in the underlying Order. Additionally, if Client's use of any Service places an abnormal load on the Service or otherwise adversely affects the Service, Corsica and Client agree to negotiate in good faith an adjusted rate as appropriate to reflect the increased costs in delivering the Service.

### 3. Expenses

Except as otherwise specified in the applicable Order, Corsica may invoice Client for out-of-pocket expenses incurred in connection with delivery of the Products and Services, including, without limitation, travel, shipping, and other third-party costs. Corsica shall bill such costs without markup.

#### 4. Payment; Interest; Suspension for Late Payment

With respect to Subscription Services, fees shall be invoiced on a monthly basis beginning upon placement of the applicable Order; provided, however, that with respect to the first month, the invoice shall be prorated from the Order date through the end of the first calendar month and each invoice thereafter shall be on a calendar period basis. With respect to Products and Professional Services, the fees shall be invoiced on execution of the applicable Agreement unless otherwise expressly stated therein. Any applicable federal, state, local, sales, use, or other similar taxes for Services or Products rendered by Corsica pursuant to an Agreement will also be invoiced by Corsica. Client shall pay such taxes unless a valid exemption certificate is furnished to Corsica.

Client shall pay all invoices within fifteen (15) days of receipt of invoice. Past due invoices will be charged a late fee of \$35 and/or interest at the rate of one and one-half percent (1.5%) per month or the maximum percentage allowed under applicable law, whichever is less. Client agrees to pay all costs of collection, including without limitation, reasonable attorneys' fees. If payment is returned or rejected for any reason, Corsica reserves the right to charge a fee of \$30 or the maximum amount allowed by law, whichever is lower.

Corsica reserves the right to suspend Services and/or suspend delivery of Products upon 10 business days' written notice if payment is not received by the date due. Corsica shall have no liability in connection with such suspension and may charge a reconnection fee to reconnect the services when the suspension is lifted. Corsica reserves the right to reject requests for new Orders while outstanding amounts are overdue.

#### 5. Methods of Payment

The following payment methods are available for Client:

Payment Type	Description
ACH	Automated Clearing House (ACH) method of electronic payments
Company Check	Client check for services
Credit Card	Credit card information provided or securely stored in a PCI-compliant system. Client authorizes the use of any credit card information provided for payment of any recurring Subscription Service. Credit Card payments are subject to a 3% Convenience Charge.

Any payment methods not listed here require prior written approval from Corsica.

Corsica reserves the right to investigate Client's credit and Client hereby authorizes and consents to Corsica obtaining applicable credit reports and credit histories. If Corsica determines that Client is a credit risk, Corsica reserves the right to require advance payment and/or other security interests in advance of delivery of Products and Services hereunder.

#### 6. Rescheduling Fees

If Client does not accept delivery of Products when scheduled or does not have the requisite personnel available to participate in and support work previously scheduled for the Services and the parties had not agreed to reschedule in connection therewith, Corsica reserves the right to charge a rescheduling fee at its then current rates. Any rescheduling of onsite Services must be arranged between the account representatives at least 72 hours prior to Corsica's scheduled departure to Client's facilities or Client will be subject to Corsica's then current rescheduling fee. In any event, Client shall pay any increased out-of-pocket expenses associated with the rescheduling (e.g., travel change fees).

### D. Service Obligations

#### 1. Performance

Corsica shall perform the Services in accordance with the terms of the applicable Order. If Corsica subcontracts any material component of the Services hereunder, Corsica shall remain liable for performance of the Services. Corsica reserves the right to modify the technology, infrastructure, software, or service providers utilized to deliver the Services but shall remain responsible for providing the Services described in the applicable Order.

#### 2. Facilities and Equipment

Client shall be responsible for making its facilities available for delivery and, as applicable, installation of the Products ordered hereunder and delivery of the Services. To the extent that Corsica will access the facilities or networks of Client, Corsica shall comply with Client's reasonable site and access policies generally applicable to Client's personnel and service providers, provided that such policies are delivered to Corsica in writing in advance. As set forth in Section F.2 below, Client retains ownership of all Client Materials utilized by Corsica. Client is responsible for ensuring that Client has obtained any necessary consents, permissions, licenses, or authorizations from third parties to permit Corsica to access such items.

#### 3. Security

Corsica will perform regular internal reviews of its security measures and policies, as well as periodic third-party audits of these security measures and policies to make improvements on an as-needed basis.

#### 4. Client Responsibilities

Client will be responsible for all items listed below and all other client responsibilities identified in the applicable Agreement. Corsica shall not have any liability for any delays or failure to perform the Services due to acts, omissions, or delays by Client. Corsica may provide Services with respect to issues arising from failure to comply with the client responsibilities – on a billable Professional Services basis – or Corsica may elect to suspend the affected Service until Client resolves the issue. In any event, Client shall continue to pay the ongoing Service fees.

- Maintain site and environment in conditions suitable for operation of technology equipment. Client shall provide adequate, safe, and secure workspace, heat, light, ventilation, electric current and outlets and power quality, fire protection system, internet, remote access, and long-distance telephone access for use by Corsica's representatives. Corsica reserves the right to suspend or terminate an Agreement if, in its sole determination, conditions at the service site pose a health or safety threat to any Corsica representative.
- Make the Client's sites, servers, systems, software, and other Client Materials available without restriction for Services in accordance with an Agreement as needed and/or within a mutually acceptable schedule.
- Inform Corsica of any material modification, installation, or service performed on or to the Client's servers, systems, software (including material version/release upgrades or system changes), or services by any entities and/or individuals not employed by Corsica relevant to the Services provided by Corsica. Client shall be responsible for ensuring that any such changes performed on Client's behalf maintain compatibility both with existing Client Materials as well as applicable Corsica Materials. Client understands and accepts that any additional Services provided by Corsica to the Client as a result of any such modification, installation, or service performed on or to the Client's servers, systems, software, or services will be considered outside the scope of the Subscription Services and are considered billable.
- As between Corsica and Client, Client is responsible for ensuring that all Client Materials are working and fully functional prior to the effective date of the applicable Agreement.
- Ensure the Client Materials are in compliance with the applicable third party's current support, maintenance, and patching requirements and in compliance with Corsica's security and compliance policies.
- Periodic reboots for such devices as Client desktops, laptops, firewalls, routers, servers, systems, software, and services are required to apply/activate critical update patches and configuration changes. Corsica's support services are predicated upon the Client's support and commitment to cooperating with the scheduling of the time required for such periodic reboots with Client staff and personnel for support.
- Provide access to all information, data, and personnel (including, without limitation, onsite personnel to cooperate with Corsica's remote Services); perform timely decision-making; notify Corsica of relevant issues and information; and grant access and approvals, all as reasonably required to support the delivery of the Services.
- Client's use of Corsica Services is subject to the terms of any and all end user licensing agreements, terms of service, and acceptable use policies as set forth by all third-party vendors of any/all products deployed by Corsica in Client's environment or otherwise used in connection with delivery of the Services. Client shall sign (electronically or otherwise) such third-party terms if so required by Corsica's suppliers.
- Client understands that the nature of the Services to be provided by Corsica requires that Corsica be the exclusive provider of such Services during the Term of this Agreement and any Statement of Work, unless otherwise agreed to in writing by both parties. Client, therefore, agrees, represents, and warrants that Corsica shall be the exclusive provider of such Services during the Term of this Agreement.

#### 5. Service Limitations

In addition to other limitations and conditions set forth in the Agreement, the following service and support limitations apply:

- The Services are provided for Client internal operational use and, except as expressly authorized in the applicable Order, Client may not utilize the Service for any other commercial purpose, including reselling the Service to third parties or utilizing the Service or any component thereof to design a competitive product or service. Client shall not use the Services in any manner that adversely impacts operation of the Services or potentially interferes with Corsica's ability to deliver the Services to other customers.
- Unless the Order specifies that Corsica is responsible for all data backups, Client is independently responsible for maintaining backups of all Client data in accordance with industry standards.
- For Agreements that include Field Support, onsite work is only included as needed during normal business hours. After hours and weekend onsite work will be invoiced and billed separately at 1.5 times the standard rate.
- Corsica shall not be responsible to Client for loss of use of the systems supported under any Services or for any other liabilities arising from alterations, additions, adjustments, or repairs which have been made to the Client's systems other than by authorized representatives of Corsica.
- Corsica shall not be responsible for changes made by the Client that have rendered systems inoperable or that prevent alerts from notifying Corsica of events on managed infrastructure.
- Corsica is not responsible for failure of any network connectivity or other connectivity issues between Client's systems and any third-party service, including any backup platform.

- Corsica is not responsible for maintenance or support to any subsequent additions, alterations, or changes made by Client to its system, including any changes in hardware, software, setup, or design for which Corsica was not hired to perform.
- Relocation of equipment from one physical location to another may incur additional charges at Corsica's discretion, and may require Client to employ a licensed third-party moving company to relocate equipment at Client's expense. In such cases, Client will engage third-party moving company and Client or third-party moving company will be responsible for any damage incurred during transit.
- Corsica is not responsible for maintenance or other support services for any situations that do not conform to industry best practices or may be non-standardized, customized, consumer-grade, or specialized hardware or software, as determined by Corsica, in its sole discretion. Corsica may notify Client of any such non-conforming situations and specify required changes, remediation activities, or instruct that the Client retain a third party to obtain the maintenance or support services necessary at the Client's expense for those non-conforming or customized situations.

In addition to other limitations and conditions set forth in the Agreement, the following are out of scope unless expressly stated otherwise in the applicable Order and are subject to Corsica's then current rates if Corsica elects to provide the applicable Services:

- Relocation of equipment from one physical location to another
- The cost of consumables (such as toner or paper) and associated services.
- All changes and/or upgrades to the Client's servers, systems, software, and services.
- Manufacturer warranty parts and labor/services for equipment not supplied by Corsica.
- Repair to Client peripheral devices (i.e., printers, copiers, fax machines, etc.).
- Support of phones, websites, and end of life business applications.
- Advanced restoration of lost data caused by systems/hardware failure.
- Support of any activities related to a lawsuit, legal inquiry, e-discovery, or other similar IT request (including, without limitation, Corsica producing copies of Client's data in connection with the requirements of a governmental agency or court order).
- Formal IT assessment requests for auditors, banks, and regulatory purposes.

## 6. Third-Party Systems and Vendor Support Agreements

Client shall ensure that service and support agreements are current at all times with any third-party vendors for any possible support services required to provide Services for third-party services, systems and/or products, including but not limited to; Line of Business (LOB) software applications, hardware, etc. Upon Corsica's request, Client shall provide Corsica copies of the applicable support arrangements and coordinate between Corsica and the necessary third-party vendors. With respect to third-party hardware and software covered by the Services, Corsica will use reasonable efforts to work with Client and the applicable third-party vendor, but Client acknowledges and agrees that Corsica assumes no responsibility for the performance of such items or for licensing agreement enforcement and/or hardware warranty enforcement with respect to Client's third-party vendors. If, at any time, the third-party hardware or software subject to Corsica's Services is not supported by the applicable third-party vendor or is outside of support/warranty compliance requirements, Corsica reserves the right to invoice Client for Professional Services in connection with supporting the applicable hardware or software when applicable or suspend the Services with respect to the applicable items.

Corsica may determine, in its sole discretion, whether and when an item of third-party hardware or software managed under the Services is technically obsolete, and discontinue Services with respect to such item. Notification of technical obsolescence will be made to Client by Corsica in writing. When in Corsica's opinion a replacement of equipment is necessary because normal repair and parts replacement cannot keep a unit of equipment in satisfactory operating condition, Corsica will submit a cost estimate of needed replacement to Client which will be in addition to any charges otherwise due. If Client does not authorize such work, Corsica will provide best-effort support at its then current rates. In any event, Client shall continue to pay the on-going Service fees.

## E. Product Delivery Terms

### 1. Third-Party Products

All Products delivered by Corsica to Client pursuant to an Order are manufactured/developed by a third party unless expressly stated otherwise in the applicable Order. Accordingly, each such Product shall be subject to the terms and conditions specified by the applicable third-party manufacturer/licensor. Corsica shall provide or otherwise direct Client to such terms as specified by the applicable third party.

### 2. Delivery; Title

With respect to Products comprising hardware that are purchased by Corsica pursuant to an Order, title to the Products shall not pass to Client until all amounts due in connection therewith have been paid to Corsica. Client hereby grants Corsica a purchase money security interest in the Products until all such fees are paid. Client agrees that Corsica may file a financing statement to perfect such security interest in the Products and Client agrees to cooperate therewith.



### 3. Changes in Delivery Dates; Returns

If Client desires to delay delivery from the date agreed upon between the parties, Corsica shall reasonably cooperate with Client to support such changes. However, Corsica reserves the right to charge Client any costs or expenses reasonably incurred in connection with such delays, including increased storage or shipping costs, third-party restocking fees, etc. Client may only return Products if the Client can reasonably demonstrate that the Products do not meet the specifications of the original Order. Prior to returning any Product, Client shall obtain a return authorization from Corsica. Client is responsible for ensuring that the returned Products are properly packaged to be protected from damage in transit.

### 4. Product Warranties; Disclaimer

Corsica shall transfer title of all hardware Products to Client free and clear of all liens, subject to the purchase money security interest specified in Section E.2. Client acknowledges that the Products are manufactured/developed by third parties and, as such, Corsica is not responsible for warranty, maintenance, or support of the Products except to the limited extent expressly provided under any Order for Services agreed upon by the Parties. Corsica shall provide Client with a copy of the applicable manufacturers' warranty policies. In the event that Client desires additional warranty support, Client shall procure such support directly from the manufacturer(s). Corsica will assign the rights in such warranty terms to Client to the extent Corsica is permitted to do so. Client agrees to look solely to the third-party manufacturer/developer for any warranty claim. The disclaimers in Section F.5 below are incorporated herein by reference.

## F. Terms & Conditions

### 1. Confidentiality

If the parties have executed a separate non-disclosure agreement, such separate non-disclosure Agreement shall apply to this Agreement and supersede and replace the terms of this Section F.1. Each party acknowledges that it will have access to certain confidential information of the other party concerning the other party's business, plans, employees, and other information held in confidence by the other party ("Confidential Information"). Confidential Information will include all information in tangible or intangible form that is marked or designated as confidential or that, under the circumstances of its disclosure, should be considered confidential. Corsica's Confidential Information includes, but is not limited to, the processes, documentation, and Corsica Materials it uses to provide the Services as well as the financial terms and prices included in any Order. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as necessary to meet its obligations under an Agreement, nor disclose to any third party, any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of such information, at least as stringently as it takes to protect its own Confidential Information. Corsica may disclose Client's Confidential Information to Corsica's suppliers and subcontractors solely to the extent necessary to support the delivery of the Services and Products hereunder and provided that such third parties are subject to reasonable confidentiality obligations. Subject to Corsica's confidentiality obligations hereunder with respect to specific Confidential Information, nothing in an Agreement shall restrict Corsica's ability to utilize skills, knowledge, or general know-how developed or acquired during the term of any Agreement.

Information will not be deemed Confidential Information hereunder if such information: (i) is known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of these Master Terms by the receiving party; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of a governmental agency or by operation of law, provided that it gives the disclosing party reasonable prior written notice sufficient to permit the disclosing party to contest such disclosure.

### 2. Intellectual Property; Ownership

**Client Materials:** As between Corsica and Client, Client shall retain ownership of all hardware, software, and other materials that Client provides or otherwise makes accessible to Corsica in connection with the delivery of the Services hereunder (collectively, the "Client Materials"). Corsica shall not use the Client Materials except as reasonably necessary to perform the Services hereunder. Nothing in an Agreement constitutes a transfer or assignment of intellectual property in or title to the Client Materials to Corsica and all rights related to the Client Materials that are not expressly granted to Corsica are reserved by Client.

**Corsica Materials:** For purposes of clarification, Section E.2 only applies to Products that are purchased by Corsica under an Order. As between Client and Corsica, Corsica shall retain ownership of all hardware, software, and other materials that Corsica provides or otherwise makes accessible to Client in connection with the delivery of the Services hereunder (for example, Data Collectors/Monitoring Appliances, BDR Appliances, and/or any HaaS/Rental Equipment owned by Corsica) (collectively, the "Corsica Materials"). Client shall not use the Corsica Materials except as reasonably necessary to access and utilize Services hereunder. Nothing in an Agreement constitutes a transfer or assignment of intellectual property in or title to the Corsica Materials to Client and all rights related to the Corsica Materials that are not expressly granted to Client are reserved by Corsica. Client shall provide Corsica with full access to all Corsica Materials placed at Client's facilities and shall ensure that such Corsica Materials are maintained in a safe, secure environment. Client shall not remove any Corsica property identification from any Corsica Materials and shall not place, and shall not permit placement of, any encumbrances, security interests, or other liens on the Corsica Materials. With respect to hardware and devices that are made available by Corsica to the Client under an Order for Services, Corsica and/or its suppliers shall retain title to such items. The Client does hereby grant to the Corsica (or the applicable secured party) a continuing security interest of first priority in all of the right, title and interest of the Client in, to and under all of the Corsica Materials, wherever located and whether now existing or hereafter created or arising. The Client hereby authorizes Corsica/secured party, concurrently with this Agreement to execute and file all financing statements, assignments, affidavits, reports, notices (including notice to vendors such as Microsoft, HP, etc.), letters of authority and any and all other

documents and agreements as Corsica/secured party reasonably believes to be necessary, to perfect and to at all times maintain perfected Corsica's/secured party's security interests in the Corsica Materials.

If any Corsica Materials are damaged at Client's facilities (other than by Corsica), Client shall reimburse Corsica for the repair or replacement of such items.

**Restrictions on Use:** Neither party shall attempt to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code for the other party's materials described in this Section. Neither party shall create derivative works of the other party's materials.

### 3. Indemnification

Corsica hereby agrees to indemnify, hold harmless and defend at its sole expense: Client, its employees, agents, representatives, directors, shareholders, and affiliates, from and against any and all claims, losses, damages, or expenses arising out of: (i) personal injury or damage to real or tangible property caused by the actions of Corsica or its personnel; or (ii) third-party claims that the Services provided by Corsica (or the Corsica Materials used to provide the Services) violate or infringe the copyright, trademarks, patents, or other intellectual property rights of any third party.

Client hereby agrees to indemnify, hold harmless and defend at its sole expense: Corsica, its employees, agents, representatives, directors, and shareholders, from and against any and all claims, losses, damages, or expenses arising out of: (i) personal injury or damage to real or tangible property caused by the actions of Client or its personnel; or (ii) third-party claims that the Client Materials (or Corsica's use thereof in connection with the Services) violate or infringe the copyright, trademarks, patents, or other intellectual property rights of any third party.

As a condition of indemnification, the party requesting indemnification must provide the indemnifying party with prompt written notice, permit the indemnifying party to control the defense, settlement, or compromise of any such claim and cooperate in the defense or settlement of any such claim, at the indemnifying party's reasonable expense. An indemnifying party may participate in the defense of the claim using counsel of its own choosing at its own expense. Notwithstanding anything to the contrary herein, the indemnifying party shall not have any indemnifying obligation or liability for (a) any claim based to the extent based on the acts or omissions of the indemnified party; or (b) any infringement claim to the extent based on (1) use of the other party's materials outside the scope of the applicable Agreement, or (2) modification of the other party's materials by the indemnified party.

### 4. Representations/Warranties

Each party represents and warrants to the other party that: (a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has, and throughout the term and any additional periods during which it does or is required to perform the Services will retain, the full right, power, and authority to enter into the Agreement and perform its obligations hereunder; (c) the execution of the Agreement by its representative has been duly authorized by all necessary corporate or organizational action of such party; and (d) when executed and delivered by both parties, each Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms.

Corsica represents, warrants, and covenants to Client that: (a) the Services provided by or actions taken by Corsica under this Agreement will not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party; (b) the Services will conform to and perform in accordance with the specifications, obligations, and requirements of this Agreement; and (c) Corsica will perform all Services in a workmanlike manner, consistent with generally prevailing industry standards, and in compliance with this Agreement. Client's sole and exclusive remedy, and Corsica's sole liability, for failure to comply with the warranties in clauses (b) and (c) is that Corsica shall reasonably re-perform the Services; provided that Client notifies Corsica in detail of such failure to comply within 60 days of the delivery of the applicable Service.

Client represents, warrants, and covenants to Corsica that: (a) Client has all consents necessary to provide Corsica and its suppliers with access to the Client Materials to be managed as part of the Services; (b) the Client Materials provided by Client to Corsica in connection with the Services do not infringe, misappropriate, or otherwise violate any intellectual property right or other right of any third party; and (c) Client's use of the Products and Services shall at all times comply with any applicable law or regulation.

### 5. Disclaimers

EXCEPT AS STATED IN THESE MASTER TERMS, CORSICA DOES NOT MAKE, AND HEREBY DISCLAIMS, ALL EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, INTEROPERABILITY, TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. THE PRODUCTS AND SERVICES ARE DELIVERED BY CORSICA ON AN "AS IS," "AS AVAILABLE" BASIS. CORSICA DOES NOT WARRANT THAT THE SERVICES CONTEMPLATED BY THIS AGREEMENT WILL BE UNINTERRUPTED AND/OR ERROR FREE. CORSICA DOES NOT MAKE AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AGAINST LOSS OF DATA, SECURITY BREACHES, THIRD-PARTY INTERRUPTION, THIRD-PARTY INTERFERENCE WITH DATA OR NETWORKS, AND EXPOSURE OR RELEASE OF PERSONALLY IDENTIFIABLE INFORMATION REGARDLESS OF CAUSE. ALL WARRANTIES PROVIDED HEREIN ARE PERSONAL TO, AND INTENDED SOLELY FOR THE BENEFIT OF CLIENT AND DO NOT EXTEND TO ANY THIRD PARTY. CLIENT ACKNOWLEDGES THAT CORSICA SHALL BEAR NO RESPONSIBILITY FOR THE PERFORMANCE, REPAIR, OR WARRANTY OF ANY OF THE CLIENT MATERIALS OR SERVICES PROVIDED TO CLIENT EXCEPT TO THE EXTENT EXPRESSLY SET FORTH IN THE APPLICABLE AGREEMENT. CORSICA MAKES NO WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, REGARDING THE FUNCTIONALITY OF PRODUCTS FROM THIRD PARTIES, BUT INSTEAD RELIES ON SUCH WARRANTIES AS MAY BE PROVIDED BY THE MANUFACTURERS OF THOSE PRODUCTS. TO THE EXTENT THAT ANY PRODUCTS OR MATERIALS ARE MANUFACTURED OR CREATED BY ANY THIRD PARTY, ANY WARRANTIES RELATED TO SUCH PRODUCTS OR MATERIALS COME SOLELY AND EXCLUSIVELY FROM SUCH THIRD PARTY. Corsica shall not be liable for any repairs, replacement, downtime, malfunction, nonperformance, or other loss if the applicable Products or Services are: (i) altered, modified, or repaired by persons other than Corsica; (ii) misused, abused, or not operated in accordance with the

documentation or specifications provided by Corsica; or (iii) subject to improper site preparation or maintenance by persons other than Corsica or persons approved or designated by Corsica.

Client further acknowledges and agrees that: (a) with respect to any and all third-party materials that Corsica may be supporting as part of the Services, such third-party materials manufactured and/or developed by third parties and Corsica is not independently able or directly responsible for making corrections thereto — Corsica shall have no liability to Client in connection with the failure of the applicable third party to correct an issue; and (b) if Client elects not to follow specific advice or policies provided by Corsica in connection with the Services or directs Corsica not to follow such advice (e.g., password administration policies, improving environmental controls in Client's server rooms, increasing Client's hard drive capacity), Corsica shall not be liable for any downtime, security breaches, or other damages caused by Client's directions or failure to follow the advice and Corsica shall be reimbursed at its then current rates for any additional Professional Services required to address resulting issues.

## 6. Limitation of Liability

IN NO EVENT SHALL CORSICA OR ITS SUPPLIERS BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOSS OF BUSINESS, OR LOSS OF DATA ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN NO EVENT SHALL CORSICA AND ITS SUPPLIERS HAVE LIABILITY TO CLIENT OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT OR ANY SERVICES OR PRODUCTS HEREUNDER THAT EXCEEDS AN AMOUNT EQUAL TO THE FEES ACTUALLY PAID BY CLIENT TO CORSICA FOR THE PRODUCT(S) OR SERVICE(S) GIVING RISE TO THE DAMAGES UNDER THE APPLICABLE AGREEMENT DURING THE PRECEDING SIX (6) MONTHS.

## 7. Service Feedback; Know-How

To the extent that Client provides Corsica with any suggestions, comments, or feedback with respect to operations, modifications, corrections, or improvements to the Services, the Products or any component thereof (collectively, "Feedback"), Client hereby grants Corsica, its affiliates and their suppliers a perpetual, irrevocable right and license, but not the obligation, to use, modify, copy, distribute, and license such Feedback in any way in connection with the Services, Products, or derivatives thereof without restriction or obligation to Client. As between Client and Corsica, Corsica shall be the exclusive owner of, and shall be free to use for any purpose, any ideas, concepts, products, or services resulting from Corsica's use of the Feedback.

## 8. Non-Hire Agreement

During the full term of each Agreement, and for 12 months thereafter, each party agrees not to directly or indirectly solicit or hire technical or professional employees of the other party assigned to work in connection with such Agreement and the Services provided by Corsica without the prior written approval of the other party. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity. Client agrees to not "actively recruit" any Corsica employee. If any person employed by one party is, directly or indirectly, hired or contracted for services with the other party during such restricted term, the hiring party shall pay an amount equal to 150% of the employee's base salary to the original employer.

## 9. Dispute Resolution

**Governing Law:** Notwithstanding the place where an Agreement may be executed by any party, each Agreement, the rights and obligations of the parties, and any claims and disputes relating hereto shall be subject to and governed by the laws of the State of Delaware, and such laws shall govern all aspects of each Agreement.

**Informal Dispute Resolution:** In the event of a dispute between the parties with respect to any Agreement that cannot be resolved by the parties representatives designated pursuant to Section A.4, either party may submit the dispute for resolution by a C-level executive of each party. In such instance, the C-level executives of each party agree to negotiate in good faith to attempt to resolve the dispute. If the executives are unable to resolve the dispute within 20 business days from the first time the dispute is raised to such executives, either party may submit the dispute to arbitration pursuant to the next paragraph.

**Arbitration:** Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be resolved exclusively by arbitration administered by the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If arbitration is necessary, the parties shall mutually agree upon a single arbitrator. In the event the parties are unable or fail to agree upon the arbitrator within 30 days of one party initiating the arbitration, the arbitrator shall be selected by the American Arbitration Association. The place of arbitration shall be Chicago, Illinois unless otherwise mutually agreed by the parties. The language(s) of the arbitration shall be English. Each party shall bear its own costs and expenses and an equal share of the arbitrators' and administrative fees of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. Client acknowledges and agrees that Client will not have the right to participate as a representative or member of any class of claimants pertaining to any claim arising in connection with any Agreement against Corsica. Notwithstanding anything to the contrary in this Section F.9, Corsica shall bring collection actions for unpaid fees under this Agreement in any court with applicable jurisdiction.

**Time to Bring Claims:** Neither party may assert against the other party any claim through arbitration or litigation for breach or nonperformance in connection with any Agreement hereunder unless the asserting party submits the claim to arbitration or to court for injunctive relief as specified in this Section within 12 months from the date such party first knew or reasonably should have known the claim arose.

**On-Going Service:** Unless Corsica is disputing with Client over non-payment, Corsica shall continue to perform the Services and Client shall continue to pay for the Services during the pendency of any dispute. If Client disputes any invoice, the Client must notify Corsica of the dispute within 30 days of receipt of the invoice, including details of the dispute. Client must pay any undisputed amounts under the



invoice. If the dispute is not resolved within 90 days, Client must continue to pay full amount (including the disputed amounts) or Corsica may suspend the applicable Services.

**Attorneys' Fees:** In any action between the parties to enforce any of the terms of an Agreement, the prevailing party shall be entitled to recover all expenses associated with enforcement, including reasonable attorneys' fees.

**Injunctive Relief:** Each party acknowledges and agrees that unauthorized disclosure or use of the other party's Confidential Information and violations of Sections B.5, F.1, F.2 and F.8 could cause irreparable harm and significant injury which may be difficult to ascertain. Accordingly, each party agrees that the disclosing party shall have the right to seek an immediate injunction in respect of any breach of an Agreement without requiring such party to post bond to obtain such relief. Notwithstanding the requirements of informal dispute resolution and arbitration, either party may, without waiving any remedy under this Agreement, seek from any court with applicable jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

## 10. Insurance Coverage

Corsica shall maintain at its sole expense commercial general liability insurance for personal injury and property damage for a general aggregate of \$2,000,000, \$1,000,000 per occurrence; worker's compensation insurance as required by law; hired and non-owned automobile liability insurance for the combined single limit of \$1,000,000; and Errors and Omissions (E&O)/Cyber liability for \$4,000,000. Client shall maintain reasonable insurance against theft, loss, or damage with respect to all Corsica Materials at Client's facilities in connection with the Services.

Each party shall name the other party as additional insured on the respective policies required under this Section. Upon request, each party further agrees to furnish the other party with certificates, including renewal certificates, evidencing such coverage within 30 days of commencing performance under an Agreement, at every renewal and at other times as may be reasonably requested by the other party.

## 11. Amendments and Modifications

Corsica reserves the right to modify this Agreement or any attachment hereto – including, without limitation, any service description or service agreement – by notifying Client of such changes via e-mail. The changes will become effective upon notification. Client shall have 30 days from the date of receipt of the notice of change to object to any material modifications which Client believes are materially adverse to Client. If Client does not object within such 30-day window, the modifications shall be deemed accepted. If Client objects in such window by sending written notice (including via email) of the specific concerns, the parties shall negotiate for a period of 30 days to address Client's concerns. If the parties are unable to reach agreement within such period, Client may terminate this Agreement on at least 120 days prior written notice. Notwithstanding anything to the contrary herein, Corsica shall not use the modification rights in this paragraph to materially reduce the functionality or service levels applicable to any Subscription Service provided during the then current Term without Client's prior consent.

## 12. General Provisions

**Sole Agreement:** These Master Terms, the applicable Order and any attachment(s) thereto, constitute the entire and only understanding and Agreement between the parties hereto with respect to the subject matter thereof and, except as expressly set forth herein, may be amended only by a writing signed by each of the parties hereto. The terms on any purchase order, invoice, or other document submitted by either party shall not be incorporated into the Agreement and shall not be binding upon the other party unless specifically and explicitly agreed to by the other party and such document is countersigned by the other party.

**Counterparts, Electronic Signature:** Each Agreement may be executed in one or more counterparts, with signatures generated electronically or in writing and delivered by fax or emailed PDF documents with subsequent delivery of original signatures, all of which counterparts when taken together shall comprise one instrument.

**Independent Contractor:** Neither Corsica nor any of its personnel shall be considered employees or agents of the Client. As between the Client and Corsica, Corsica shall be solely responsible for payment of any and all unemployment, social security, and other payroll related taxes, Worker's Compensation premiums and any other comparable taxes, premiums, or payments for its employees and agents, as applicable, including any related assessments and contributions required by law. Corsica and its personnel shall not be eligible for any of the Client's employee benefit programs, for sick or vacation leave, retirement benefits, Worker's Compensation benefits, or unemployment benefits, and the Client shall not be liable for the payment of same to any government or agency.

**Promotion:** Corsica may list Client as a customer of Corsica orally and in its customer lists generally. All other use of Client's name and logo in promotional materials shall be subject to Client's prior approval, not to be unreasonably withheld.

**Severability:** In the event that any provision or portion of any provision of an Agreement should be held unenforceable or invalid for any reason, such provision or portion thereof shall be modified or deleted in such a manner as to make the Agreement legal and enforceable to the fullest extent permitted under applicable law.

**Third-Party Beneficiaries:** Corsica's suppliers/licensors are third party beneficiaries of the confidentiality provisions, restrictions on use, disclaimers and limitations of liability set forth in this Agreement. Except as set forth in the preceding sentence or otherwise expressly set forth in this Agreement, the provisions of each Agreement are solely for the benefit of the parties, and no provision of the Agreement shall inure to the benefit of any person not a party to the applicable Agreement.

**Headings:** The headings of the paragraphs of these Master Terms and each Agreement are for convenience only and shall not affect in any way the meaning or interpretation of any Agreement or any of the provisions thereof.

**Binding Effect:** Each Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, legal representatives, personal representatives, administrators, successors, and permitted assigns, as the case may be.

**Waiver:** No failure or delay by either party in exercising any right, power, or remedy provided for in an Agreement shall operate as a waiver thereof.

**Notices:** All notices, demands, and communications required or permitted in connection with an Agreement shall be in writing and shall be deemed effectively given in all respects upon personal delivery or, if mailed, by registered or certified mail, postage prepaid, return receipt requested, or by overnight courier, the receipt of which is confirmed, addressed to the party hereto at the address set forth above. Either party may from time to time change its notification address by giving the other party written notice of the new address and the effective date thereof.

**Assignment:** Each Agreement and the rights and duties hereunder shall not be assignable by either party without the prior written consent of the other; such consent shall not be unreasonably withheld, conditioned, or delayed; provided, however, such consent shall not be required in connection with a merger, reorganization, transfer to an affiliate or sale of all or substantially all of the assets to which such Agreement relates.

**Force Majeure:** Corsica shall not be liable for damages, delay, or default in performance if such is caused by conditions beyond its control including, but not limited to, acts of God, government restrictions (including the cancellation of any export or other necessary license), wars, insurrections, fire, flood, electrical surges, deliberate malicious acts, theft, and/or any other cause beyond the reasonable control of either party. Any delay or failure of a party to perform its obligations under an Agreement will be excused if and to the extent that such failure was caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence.