

MASTER SERVICE AGREEMENT

Effective as of: October 1, 2019

This Master Service Agreement (“**MSA**”) contains the terms and conditions that govern access to and use of the A Cloud Guru subscription services platform and all related and ancillary services offered by us (collectively, the “**Subscription Services**”) by or on behalf of the entity listed in your Order Form (“**Subscriber, you, or your**”). This MSA, along with your Order Form, forms a binding agreement (collectively, the “**Agreement**”) between you and the A Cloud Guru entity listed in your Order Form (Serverless Heroes, Inc. or A Cloud Guru, Ltd., respectively) (each and collectively, “**ACG, us, our, or we**”). By executing your Order Form or accessing or using the Subscription Services, Subscriber agrees to the terms of the Agreement.

The terms of this MSA are incorporated into each of your Order Forms. Notwithstanding anything in this MSA to the contrary, your Order Form contains additional terms that govern certain details of the Agreement. If there is any conflict between the terms of your Order Form and the terms of this MSA, the terms of your Order Form will govern. Capitalized terms used in this MSA and/or your Order Form will have the same meaning within each

THESE TERMS APPLY TO BUSINESS SUBSCRIBERS ONLY. For any individual person subscribing to the Subscription Services for their personal use, different terms and conditions apply, which are available at: <https://acloud.guru/policies/terms-of-use> (“**Terms of Use**”).

1. PRIVACY POLICY, DATA PROCESSING ADDENDUM

Individuals using the Subscription Service may include your employees, independent contractors (using the Subscription Services solely for Subscriber’s benefit), or other persons that you have designated and authorized to use the Subscription Services or who access or use the Subscription Services by or through you (“**Users**”). ACG is committed to protecting the privacy of you and your Users and complying with applicable data protection laws (“**Data Laws**”) (including but not limited to, EU General Data Protection Regulation 2016/679 (“**GDPR**”). ACG collects only limited information or data of or about you and your Users in connection with your use of the Subscription Services (“**Your Data**”). Please see ACG’s Privacy Policy, as may be updated periodically, available at: <https://acloud.guru/policies/privacy> for more information on Your Data we collect and how we use it.

To the extent we process any of Your Data related to an identified or identifiable natural person (“**Personal Data**”), ACG will process Personal Data only in accordance with ACG’s Data Processing Addendum, available at: <https://acloud.guru/terms/data-processing> (“**Data Processing Addendum**”), which forms part of the Agreement.

2. ORDER FORMS AND FEES

2.1. **Your Order Form**. You subscribe to the Subscription Services by executing an Order Form (as may be modified, extended, replaced, or renewed from time to time) (your “**Order Form**”). Your Order Form will be one of the following: (a) a written order form or other agreement (including any exhibits thereto) entered into by you and ACG; (b) if eligible, your completion of the required online ordering pages of ACG’s subscription portal; or (c) if subscribing through an authorized ACG reseller, the agreement(s) entered into by you and the reseller and approved by ACG for your order of the Subscription Services.

2.2. **Subscription Term**. Your Order Form will designate the period during which you have agreed to subscribe to the Subscription Services (the “**Subscription Term**”).

2.3. **Authorized Users**. The number of Users who are authorized to use the Subscription Services will also be determined by Your Order Form. Each authorized User corresponds to a single User license. You will ensure that only one person accesses the Subscription Services per each User license. You may assign available User licenses only to your or your affiliate’s Users, with any affiliate Users being deemed your Users under the Agreement and counting toward your total number of authorized Users. A User license may be reassigned only to a new User replacing a former User who will no longer use the Subscription Services. If your Users exceed the usage authorized by your Order Form (for example, by exceeding the number of authorized Users or exceeding the Subscription Term), then, in addition to its other rights under this Agreement, ACG reserves the right to charge and invoice you the pro-rata Subscription Fees corresponding to such overage.

2.4. **Subscription Fees**. Your Order Form or a corresponding invoice issued by ACG will designate the amount payable by you to ACG during the Subscription Term for your and your Users’ access and use of the Subscription Services (the “**Subscription Fees**”). All Subscription Fees (including any renewal Subscription Fees) are payable annually in advance and, except as otherwise provided for herein, are non-refundable. If any Subscription Fees are not received when due, we may apply a late fee of 1.5% of the outstanding balance per month, or the maximum rate permitted by applicable law, whichever is lower.

2.5. **Adding Users**. You may add additional users to your subscription during any Subscription Term (“**Additional Users**”). If you choose to add Additional Users, ACG will notify you in advance of any associated pro-rata incremental increase in Subscription Fees to be charged in accordance with your Order Form. You may be required to modify your existing Order Form or enter into a new Order Form to account for these Additional Users. If there is a delay in executing an Order Form for Additional Users, then, ACG reserves the right to, rather than extend the Subscription Term, reduce the Subscription Fees for those Additional Users on a pro-rata basis commensurate with the reduction in length of the Additional Users’ Subscription Term - this is to

ensure that the expiration dates of your original Order Form and your Additional User Order Form are coterminous.

2.6. **Taxes.** Taxes may vary based on your jurisdiction and on the Subscription Services provided to you. All Subscription Fees payable by you are exclusive of applicable taxes and duties of any kind. ACG may charge and you will pay applicable taxes that we are legally obligated or authorized to collect from you in connection with the Subscription Services, if any, at the applicable rates prevailing in accordance with applicable law. All payments made by you to us under the Agreement will be made without setoff or counterclaim and will be free and clear of any deduction or withholding, except as may be required by law. If we are required by law to make any such deduction or withholding from the amounts you paid to us, you agree that we will increase the amount of your Subscription Fee by an amount equal to the amount of such deduction or withholding.

3. SUBSCRIPTION SERVICES AND FEES

3.1. **Access and Use.** Subject our receipt of the Subscription Fees set forth in your Order Form and to your and your User's compliance with the terms of the Agreement, during the Subscription Term, ACG will host, manage, operate, and maintain the Subscription Services for remote electronic access and use by you and your Users, and ACG hereby grants you and your Users the right to access and use the Subscription Services and all content, works, and materials available in connection with the Subscription Services (the "**Subscription Content**"), solely for your internal business purposes. This grant of rights is non-exclusive, non-sublicensable, and non-assignable (except as provided herein).

3.2. **Technical Support and Data Access.** We will provide you and your Users with reasonable technical support services as may be necessary to provide the Subscription Services and to assist you and your Users in accessing and using the Subscription Services. (We're also likely to provide you with a high five if you need one, unless prohibited by your preference for a handshake, wave, or head nod.) To provide you with the most efficient support, these services may be rendered by ACG, its affiliates, and their respective employees and contractors and ACG's third-party service providers (collectively, the "**ACG Group**"). For support contact us at: support@acloud.guru.

3.3. **Third Party Services.** The Subscription Services may contain products, services, and Subscription Content not owned by ACG, but instead provided by a third party as part of the Subscription Services ("**Third Party Services**"). Any providers of Third Party Services who process Personal Data are listed in ACG's Sub-processor list, as updated, available at: <https://acloud.guru/policies/subprocessors> and will be subject to the Data Processing Addendum.

3.4. **Modifying The Services**. ACG reserves the right to modify (including but not limited to, changing, adding to, removing, or replacing) the Subscription Services, the Subscription Content, Third Party Services, and/or the websites, platforms, and apps owned, operated, and/or maintained by ACG in connection with the Subscription Services (collectively, the “**ACG Site**”), as well as their features, usage, and functionality, at any time with or without notice, provided that no such modification will materially decrease the features and/or functionality of the Subscription Services provided as of the date of your then-current Order Form.

4. SUBSCRIBER RIGHTS AND OBLIGATIONS

4.1. **Permitted Use**. You and your Users will use the Subscription Services only: (a) for internal business purposes; (b) in accordance with all applicable laws, rules, and regulations; and (c) in accordance with the license terms made available to you that are imposed by third-party service providers of any of the Third Party Services, as each are listed in the Privacy Policy or Sub-processor List.

4.2. **Ensuring User Compliance**. You will ensure that your Users comply with your obligations under the Agreement, with ACG’s Terms of Use, and with ACG’s Code of Conduct, available at: <https://acloud.guru/policies/code-of-conduct>. You will be responsible for all actions taken by any User related to the Agreement, Your Data, or use of the Subscription Services and for any breaches of the Agreement by your Users. ACG has the right, but not the obligation, to monitor your or your Users’ use of the Subscription Services, and ACG may prohibit any use of the Subscription Services we believe may be (or is alleged to be) in violation of the Agreement.

4.3. **Usage Restrictions**. You and your Users will not do any of the following (the “**Usage Restrictions**”):

- * circumvent, or attempt to circumvent, any security feature of the Subscription Services or the Subscription Content;

- * modify, decompile, reverse engineer, recreate, disassemble, or otherwise make any changes to the Subscription Services or the Subscription Content;

- * falsify or delete any author attributions, legal, or other proper notices or proprietary designations or labels of the origin or source of software, the Subscription Content, or other material contained in a file that is uploaded;

- * use the Subscription Services to provide services or Subscription Content to any third party other than Users, or permit any non-User third party to view, use, access, or copy the Subscription Services or the Subscription Content;

- * access or use the Subscription Services in a way intended to avoid incurring fees or exceeding usage limits, including allowing multiple persons to use one User license;

* use the Subscription Services in any manner that is reasonably likely to damage, disable, overload, or impair the Subscription Services or interfere with any other party's use and enjoyment of the Subscription Services;

* obtain, or attempt to obtain, any materials, information, or other content from the Subscription Services through any means not intentionally made available or provided for through the Subscription Services;

* use the Subscription Services or the Subscription Content in any manner that infringes upon or violates the Intellectual Property Rights of any third party;

* disclose, publish, broadcast, sell, or otherwise redistribute the Subscription Services or the Subscription Content;

* input, upload, transmit, access, or otherwise provide to or through the Subscription Services, any information or materials that are unlawful or injurious, or contain, transmit or activate any material that is technically harmful (including computer viruses, logic bombs, Trojan horses, worms, harmful components, or other malicious software) (collectively, "***Harmful Code**");

* access or use the Subscription Services for purposes of competitive analysis of the Subscription Services or the development or provision of a competing service or product; or

* access or use the Subscription Services beyond the scope of the authorization granted herein or in any manner that ACG, in its sole discretion, deems excessive or abusive.

4.4. **Account Information**. You and your Users will maintain the confidentiality and security of your or your Users' passwords, accounts, and other identification information and will not provide it to any other person or entity. You and your Users are responsible for restricting access to your and their computers or mobile devices as necessary.

5. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

5.1. **Ownership of Subscription Services**. We or our licensors own and will continue to own our respective rights in the Subscription Services, Subscription Content, and Third Party Services, including all related Intellectual Property Rights therein; and we and our licensors reserve all Intellectual Property Rights and other rights in the Subscription Services not expressly granted to you by the Agreement, Subscription Content, and Third Party Services. "**Intellectual Property Rights**" means any and all rights (including moral rights, if applicable), whether registered or unregistered (including all renewals and extensions thereof), in and to all forms of intellectual property, including but not limited to, all works of authorship, content, materials, patents, copyrights, trademarks, service marks, domain names, URLs, trade secrets, and Confidential Information rights, in any and all media now known or hereafter devised.

5.2. License to Your Data; User Content. Subscriber and its Users own and will continue to own all of Your Data and all Intellectual Property Rights therein. We do need access to Your Data in order to provide the Subscription Services. Therefore, Subscriber, on behalf of itself and its Users, grants the ACG Group a worldwide, non-exclusive, royalty-free, license to access, use, host, process, copy, make derivative works of, modify, incorporate, export, display, and otherwise exploit Your Data, only as reasonably necessary (i) to provide, maintain, enhance and update the Subscription Services, (ii) to prevent or address service, security, support, or technical issues, (iii) as required by law, and/or (iv) as expressly permitted in writing by you. If and to the extent permitted by applicable Data Laws, we may use Your Data in a “de-identified” form (i.e. a form in which specific individuals are not identifiable) solely for our own business purposes. Additionally, if your Users post any content, materials, or works to a user-generated content area of the ACG Site (“**User Content**”), such User Content will be subject to the terms of ACG’s Terms of Use.

6. CONFIDENTIALITY

6.1. **Confidential Information**. “**Confidential Information**” means all data, materials, and information disclosed or provided by you or us (“**Disclosing Party**”) to the other (“**Receiving Party**”) pursuant to the Agreement or the Subscription Services or which is otherwise identified as, or by nature or under the circumstances should reasonably be understood to be, confidential or proprietary of Disclosing Party (including but not limited to, Intellectual Property Rights, Your Data, trade secrets [as defined by applicable law], and the terms of your Order Form).

6.2. **Mutual Confidentiality**. The Receiving Party will: (a) keep the Disclosing Party’s Confidential Information confidential (taking reasonable precautions, at least as great as Receiving Party takes to protect its own Confidential Information but no less than reasonable care, to maintain confidentiality); (b) not use Confidential Information except in connection with its performance under the Agreement; and (c) not disclose (or cause the disclosure of) such Confidential Information except, (i) to its employees, representatives, advisors, and third party service providers and contractors (including sub-processors) who have a need to know such Confidential Information as it relates to the Subscription Services (and the Third Party Services related to the Subscription Services) or to Receiving Party’s obligations under the Agreement and who are bound confidentiality obligations at least as protective as those governing Confidential Information hereunder; or (ii) as may be required by law, subpoena, or court or administrative order, in which case Receiving Party will provide Disclosing Party with prompt notice (and a copy) of such subpoena or order prior to such disclosure, will disclose only the minimum necessary to comply therewith, and will reasonably cooperate in any efforts by Disclosing Party (at Disclosing Party’s sole expense) to obtain a protective order or otherwise

ensure confidential treatment of Confidential Information. Receiving Party will be liable for any unauthorized disclosure or use of Confidential Information made by its Users or its providers of Third Party Services, as applicable.

6.3. **Exclusions.** Nothing in the Agreement will prohibit or limit Receiving Party's use of information that: (a) was previously known to it without breach or obligation of confidence; (b) is independently developed by or for it without the use of or access to Disclosing Party's Confidential Information; (c) is acquired by it from a third party that was not under an obligation of confidence with respect to such information at the time of disclosure; or (d) is or becomes publicly available through no breach of the Agreement.

6.4. **Ownership and Treatment of Confidential Information.** Disclosing Party owns and will continue to own all of its Confidential Information. Receiving Party will promptly advise Disclosing Party if Receiving Party learns of any unauthorized use or disclosure of any Confidential Information. Subject to the Privacy Policy, upon termination or expiration of the Agreement or of the Subscription Services, at the Disclosing Party's written request, the Receiving Party will, to the extent technically possible, return, delete, or destroy (as requested) Disclosing Party's Confidential Information in its possession, except if and to the extent Receiving Party is required by applicable law to retain any specific Confidential Information.

7. DATA AND SECURITY

7.1. **Data Hosting.** Our Subscription Services are entirely cloud-based. ACG will process all Personal Data in accordance with the terms of ACG's Data Processing Addendum. Your Data will be stored and hosted in our production environment, which is maintained by Amazon Web Services ("AWS") at AWS US-East-1 (N. Virginia). We may access Your Data from outside its country of origin for the purposes of providing the Subscription Services. We will use commercially reasonable efforts to make the Subscription Services available on a consistent basis, excluding planned downtime. We and AWS may provide updates to servers and systems in our discretion and such servers and systems may be subject to scheduled or emergency maintenance from time to time. While we expect any planned downtime to be infrequent, during such period of update or maintenance you acknowledge that the ACG Site, Subscription Services, and/or Subscription Content may not be accessible.

7.2. **Notification.** If you become aware of any actual or threatened breach of the Agreement or unauthorized access to any Personal Data by you or your Users, you will immediately notify us thereof and will take all reasonable and lawful measures within your control as necessary to stop the activity or threatened activity and to mitigate its effects, including but not limited to, where applicable, by discontinuing and preventing any unauthorized access to the Subscription

Services and permanently erasing any data to which any of them have gained unauthorized access.

8. INSURANCE

At all times during the Subscription Term, we will carry such types and amounts of insurance as are customarily carried by providers of services similar to the Subscription Services. Upon your request, we will provide you with proof of such insurance coverage and will require our insurance providers to give you thirty (30) days notice of cancellation or termination of such insurance.

9. REPRESENTATIONS, WARRANTIES, DISCLAIMERS

9.1. **By Both Parties**. ACG and Subscriber each represent that it: (a) has full legal and corporate authority to enter into the Agreement and has validly done so; (b) has full right and authority to perform all its obligation and grant all rights granted by it under the Agreement; (c) will materially comply with export, economic sanction, anti-corruption, child labour and human rights laws that are directly applicable to the provision or use of the Subscription Services and to which ACG or Subscriber are required to adhere, as applicable; (d) will materially comply with all applicable country Data Laws, including but not limited to GDPR, as applicable; and (e) by entering into and performing under this Agreement will not violate any agreements it has with a third party.

9.2. **By ACG**. ACG further represents and warrants that Subscription Services will: (a) substantially conform to the specifications set forth in the Order Form and the Agreement; and (b) be performed diligently, with all reasonable skill and care, in a professional manner at least to industry standards by appropriately trained and experienced personnel. For any breach by ACG of the foregoing warranties, your exclusive remedy will be to terminate this Agreement for cause, as provided for herein.

9.3. **By Subscriber**. Subscriber further represents and warrants that: (a) Subscriber has secured from its Users all consents required by applicable law for Subscriber to provide ACG with Your Data and Personal Data and for ACG to provide the Subscription Services to Subscriber and its Users, with such consents including, but not limited to: (i) consent to transfer such User's Personal Data to the United States or from the United States, as applicable, for processing under the Agreement, (ii) consent to ACG's compilation of reports as to the usage of the Subscription Services by such User, (iii) consent to ACG's provision of such reports to you, and (iv) any other consents that may be required in order for the ACG Group to provide the Subscription Services or collect the Personal Data on your behalf; and (b) to the best of Subscriber's knowledge, Your Data is true and correct.

9.4. **External Sites**. THE ACG SITE AND CERTAIN FEATURES OF THE SUBSCRIPTION SERVICES PROVIDE LINKS TO EXTERNAL INTERNET SITES. ACG WILL NOT BE LIABLE FOR THE USE OR THE CONTENT OF INTERNET SITES THAT LINK TO THE ACG SITE OR WHICH ARE LINKED FROM IT. ACG DOES NOT REPRESENT OR IMPLY THAT IT ENDORSES ANY EXTERNAL SITES OR THE CONTENT THEREON, OR THAT IT BELIEVES THE OPERATION OF ANY EXTERNAL SITE WILL BE ACCURATE, USEFUL, OR NON-HARMFUL. EXTERNAL SITES MAY HAVE TECHNICAL INACCURACIES, MAY CAUSE MISTAKES OR ERRORS, AND MAY TRANSMIT, STORE, OR OTHERWISE MANIPULATE DATA IN A MANNER THAT IS OBJECTIONABLE TO YOU. OUR DATA PROCESSING ADDENDUM, PRIVACY POLICY, AND COOKIE POLICY DO NOT APPLY TO ANY COLLECTION AND PROCESSING OF YOUR PERSONAL DATA ON OR THROUGH SUCH EXTERNAL SITES. YOU ARE RESPONSIBLE FOR TAKING PRECAUTIONS TO PROTECT YOURSELF AND YOUR COMPUTER SYSTEMS IN CONNECTION WITH THE USE OF EXTERNAL SITES.

9.5. **Warranty Disclaimer**. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE AGREEMENT, THE SUBSCRIPTION SERVICES AND ALL SUBSCRIPTION CONTENT ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL MEET YOUR NEEDS OR BE UNINTERRUPTED, TIMELY, SECURE, FREE FROM HARMFUL CODE, OR ERROR-FREE. CERTAIN JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CERTAIN CIRCUMSTANCES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

10. INDEMNIFICATION

10.1. **Indemnification by ACG**. ACG will indemnify and defend you and your affiliates from and against any liabilities, damages, and costs (including reasonable attorney’s fees) awarded against you arising out of any third-party claims, actions, or suits, (collectively, “**Claims**”) related to: (a) allegations that use of the Subscription Services as permitted under the Agreement infringes on or misappropriate a third party’s Intellectual Property Rights (the “**IP Indemnification**”); or (b) our violation of any Data Law; provided however, that our foregoing indemnity obligations will not apply to the extent a third-party Claim results solely from (i) modifications to the Subscription Services or Subscription Content by any party other than ACG or its authorized third parties, (ii) the unauthorized combination of the Subscription Services or

Subscription Content with other products, processes, or services, or (iii) your or your Users' use of the Subscription Services in a manner that materially violates the terms of the Agreement or applicable law (collectively, "**Indemnity Exclusions**").

10.2. **Indemnification by Subscriber.** You will indemnify and defend the ACG Group and our respective officers, directors, employees, and Third Parties ("**ACG Parties**") from and against any liabilities, damages, and costs (including reasonable attorney's fees) awarded against the ACG Parties arising out of any third-party Claims related to your and/or your Users': (a) material breach of any term of this Agreement; (b) use of the Subscription Services in a manner not permitted by the Agreement; (c) taking any action described in the Indemnity Exclusions; or (d) violation of any law applicable to the Subscription Services.

10.3. **Avoiding Infringement.** If, due to a Claim of infringement, the Subscription Services or Subscription Content are held by a court or adjudicator of competent jurisdiction to be or are believed by ACG to be infringing, we may, at our option and expense, (i) replace or modify the Subscription Services or Subscription Content to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (ii) obtain for Subscriber a license to continue using the Subscription Services or Subscription Content, or (iii) if neither of the foregoing is commercially practicable, terminate or suspend all or the affected portion of the Subscription Services and issue Subscriber a pro-rata refund of any Subscription Fees.

10.4. **Indemnification Procedures.** The party seeking defense or indemnity ("**Indemnified Party**") will notify the party obligated to defend or indemnify ("**Indemnifying Party**") of the existence of any Claim in writing as soon as practicable after becoming aware of such Claim; provided, however, that Indemnified Party's failure to give timely notice of such Indemnification Claim will not relieve Indemnifying Party of its indemnification obligation unless such failure actually prejudiced the Indemnifying Party. The Indemnifying Party will be entitled to assume and control the defense of such Claim, at its sole cost and expense. The Indemnifying Party will have the right to settle such Claim in its sole discretion, provided that, without the Indemnified Party's prior written consent (not to be unreasonably withheld or delayed), the settlement is purely monetary, does not require Indemnified Party to make a monetary payment, and provides an unconditional release of Indemnified Party with respect to such Claim. Indemnified Party will reasonably cooperate with Indemnifying Party in the defense of such Claim, with any out-of-pocket costs in connection with such cooperation being borne by the Indemnifying Party.

11. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SUBSCRIBER OR THE ACG PARTIES WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL,

PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS, LOST TIME, LOST DATA, LOST USE, OR DAMAGES TO GOODWILL, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, REGARDLESS OF WHETHER SUCH PARTY WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT WITH RESPECT TO YOUR INDEMNIFICATION OBLIGATIONS OR OUR IP INDEMNIFICATION OBLIGATIONS, THE MAXIMUM AGGREGATE LIABILITY OF SUBSCRIBER OR ACG PARTIES, AS APPLICABLE, IN CONNECTION WITH THE AGREEMENT OR THE SUBSCRIPTION SERVICES, REGARDLESS OF THE FORM OF ACTION, WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE TO ACG, AS APPLICABLE, FOR THE SPECIFIC SUBSCRIPTION SERVICES GIVING RISE TO SUCH CLAIM DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING SUCH CLAIM.

THE LIMITATIONS OF LIABILITY SET FORTH ABOVE IN THIS SECTION WILL APPLY REGARDLESS OF WHETHER THE REMEDIES FAIL THEIR ESSENTIAL PURPOSE. THE LIMITATIONS OF LIABILITY SET FORTH ABOVE IN THIS SECTION WILL NOT APPLY TO CLAIMS OF FRAUD OR WILLFUL MISCONDUCT. CERTAIN JURISDICTIONS DO NOT PERMIT THE LIMITATION OF CERTAIN TYPES OR AMOUNTS OF LIABILITY, SO SOME OR ALL OF THE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU.

12. SUBSCRIPTION TERM

12.1. **Subscription Term.** Your Subscription Term will begin on the date stated in your Order Form and will continue thereafter for the duration of your Subscription Term, unless terminated earlier in accordance with the terms of the Agreement.

12.2. **Renewal.** Except if otherwise provided by your Order Form, at the end of each Subscription Term, the Subscription Services may be renewed upon mutual agreement of Subscriber and ACG for a subsequent Subscription Term equal in length to the then-expiring Subscription Term (each a "**Renewal Term**"). The Subscription Fees for any Renewal Term will be based on ACG's then-current pricing.

13. TERMINATION, SUSPENSION

13.1. **Termination for Cause by ACG.** ACG may terminate the Agreement for cause, effective immediately, upon written notice to Subscriber, if Subscriber: (a) fails to pay the Subscription Fees or any amount when due hereunder for the Subscription Services and that failure is not cured within ten (10) days of Subscriber's receipt of notice of non-payment from ACG; (b)

breaches any of its obligations under the Usage Restrictions of the Agreement; or (c) violates any applicable law, rule, or regulation.

13.2. **Termination for Cause by Either Party.** ACG or Subscriber may terminate the Agreement for cause, upon written notice to the other party, if the other party: (a) materially breaches any other term of the Agreement not referenced Section 13.1 and such breach (i) is not reasonably capable of cure, or (ii) is reasonably capable of cure and is not cured within (30) days after the non-breaching party provides the breaching party with written notice of such breach; or (b) ceases its business operations or becomes subject to bankruptcy or insolvency proceedings and the proceedings are not dismissed within ninety days.

13.3. **Termination for Convenience.** Subscriber (without receiving a refund) or ACG may terminate the Agreement for convenience and without cause, upon sixty (60) days prior written notice to the other party.

13.4. **Effect of Termination.** Termination of the Agreement will not discharge a party's pre-existing payment obligations or other contractual obligations arising out of the Agreement. Upon expiration or termination of the Agreement for any reason, all rights and licenses granted hereunder will terminate, and ACG may disable all Subscriber and User access to the Subscription Services as of the effective date of termination. Additionally:

(a) If we terminate for cause or you terminate for convenience, the Subscription Fees will not be refundable; and

(b) If you terminate for cause or we terminate for convenience, then, within 30 days of the effective date of termination, we will refund you, on a pro-rata basis, any prepaid Subscription Fees applicable to the remainder of the current Subscription Term as of the effective date of termination.

13.5. **Suspension.** Without limiting ACG's other rights under the Agreement, including but not limited to, ACG's termination rights:

(a) If ACG has a reasonable belief that there is an actual or threatened violation of the Agreement or other circumstances that, in our sole discretion, presents a credible risk of harm to the ACG Group, Users, Confidential Information, our Intellectual Property Rights, the Subscription Services, or any third parties, ACG reserves the right to suspend your and your Users' access and use of the Subscription Services or take what we otherwise determine to be appropriate action, unless and until such actual or threatened violation or other such circumstances are resolved in ACG's sole discretion.

(b) If any Subscription Fees are not received when due, ACG reserves the right to suspend your and your Users' access and use of the Subscription Services unless and until such Subscription Fees are paid in full.

14. CHANGES TO THE MSA

ACG may prospectively change this MSA, provided that any changes that materially affect your rights or obligations under the MSA will not take effect without your consent, which consent you may provide by: (a) providing your written or online consent to the change after ACG provides you with written notice thereof; or (b) executing a new Order Form (either during the Subscription Term or for or during a Renewal Term), in which case the new Order Form and the Subscription Services will be governed by the MSA in effect as of the date of execution of that Order Form.

15. MISCELLANEOUS

15.1. **Governing Law; Jurisdiction**. The Agreement will be governed by the laws of the state of Texas, without regard to conflict of law principles. Any dispute arising from or related to this Agreement will be adjudicated exclusively in the federal or state courts located in Travis County, Texas, and each party waives any objections to the jurisdiction or venue of such courts. The United Nations Convention for the International Sale of Goods does not apply to the Agreement.

15.2. **Cumulative Remedies, Waiver**. Except as expressly stated in this Agreement, all remedies available to you or us under this Agreement are cumulative, and no single remedy will be exclusive of any others. The waiver or failure by you or us to exercise any right or remedy provided for under the Agreement will not be deemed a waiver by that party of any further right or remedy under the Agreement.

15.3. **Survival, Severability**. All terms of the Agreement that expressly or by their nature are to continue in effect after the expiration or termination of the Agreement will survive the expiration or termination of the Agreement and will continue to apply in accordance with their terms. If any term of the Agreement is determined to be invalid or unenforceable, that term will be severed from the Agreement without affecting the validity or enforceability of the remaining terms.

15.4. **Force Majeure**. Neither Subscriber nor ACG will be in default or breach of the Agreement by reason of any failure of such party's performance under the Agreement if such failure results, whether directly or indirectly, from a cause beyond the respective party's reasonable control, including but not limited to, local law or regulation, acts of God, Internet failures or delays, war or terrorism, civil disturbance or labor disputes, act of government, or third party technical difficulties.

15.5. **Assignment**. Subscriber may not assign this Agreement or any of its rights or obligations hereunder, without ACG's prior written consent. ACG may assign its rights or obligations under the Agreement without Subscriber's consent (a) in connection with a merger, acquisition, or sale of all or substantially all of that ACG's assets, or (b) to any of its affiliates. Any assignment in violation of this Section will be null and void. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of each party's respective successors and permitted assigns.

15.6. **Injunctive Remedies**. A breach or threatened breach by you or us of certain terms of the Agreement may cause irreparable harm and/or injury to the other party for which money damages are inadequate. In the event of such a breach or threatened breach, the non-breaching party will be entitled to seek injunctive relief, without the requirement of posting a bond or any other security (to the extent permitted by law), in addition to all other available remedies.

15.7. **Independent Contractors**. ACG and Subscriber are acting solely as independent contractors of one another with respect to the Agreement and the Subscription Services. Nothing in the Agreement constitutes or will be construed as creating a partnership, joint venture, or employer-employee relationship between any of ACG, Subscriber, or any of their respective employees or independent contractors.

15.8. **Notices**. Any notices or communications given under the Agreement by one party to the other must be given in writing and (a) personally delivered, (b) sent by an internationally recognized overnight courier, (c) if from ACG, by posting a notice on your Subscriber's page or the homepage of the ACG site, (d) sent by electronic mail to the listed contact on your most recent Order Form, or (e) delivered by other mutually agreed-upon means. Notices delivered personally, by overnight courier, or by electronic mail will be deemed communicated as of actual receipt (or refusal) by the addressee. Notices provided on your Subscriber's page on the ACG Site will be effective immediately upon posting. A party may change its address for notice under the Agreement by giving prior notice to the other party of such change in the manner provided in this Section.

15.9. **Entire Agreement**. The Agreement (including the recitals stated herein and the Data Processing Addendum, Privacy Policy, Order Form(s), MSA, and the exhibits and addendums to the foregoing) contains the entire agreement and understanding between the parties relating to the subject matter of the Agreement and supersedes all prior agreements and understandings relating to the subject matter of the Agreement and excludes all other terms and conditions; provided, however, that any separate non-disclosure agreement entered into between the parties or their affiliates prior to the effective date of your Order Form will remain in full force and effect with respect to information disclosed pursuant thereto.

