<div align="center">

**EXPERLOGIX**
**SOFTWARE AND SERVICES TERMS**

</div>

Updated: ==[November 23, 2022]==

These Software and Services Terms (these "**Terms**") govern the products and services to be provided by the Experlogix entity ("**Experlogix**") identified in a proposal, order, statement of work, or similar document incorporating these Terms by reference (the "**Order**") to the customer identified in such Order ("**Customer**"). These Terms and the Order are collectively referred to as the "**Agreement**". In the event of a conflict between these Terms and the terms of the Order, these Terms will control unless the conflicting term of the Order expressly states otherwise.

THE PROVISION OF SERVICES AND SOFTWARE UNDER AN ORDER IS EXPRESSLY MADE CONDITIONAL ON CUSTOMER'S ASSENT TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND EXPERLOGIX AGREES TO PROVIDE THE SERVICES AND SOFTWARE DESCRIBED IN THE ORDER ONLY UPON THESE TERMS AND CONDITIONS.

Experlogix and Customer agree as follows:

1. **DEFINITIONS.**

    **1.1** "**Confidential Information**" means the terms and conditions of this Agreement and all information related to a party's business, financial affairs or operations, including but not limited to information related to business plans, technology, source code, product or service development plans, pricing, techniques and methods, which is either marked or identified as confidential or which the receiving party knew or reasonably should have known, under the circumstances, was confidential.

    **1.2** "**Documentation**" means the documentation published by Experlogix and provided to Customer for the Software.

    **1.3** "**Effective Date**" means the date of the applicable Order.

    **1.4** "**Licensed Software**" means Experlogix' proprietary software products licensed to Customer pursuant to an Order. Licensed Software may either be licensed for a specific term ("**Term Licensed Software**") or perpetually ("**Perpetual Licensed Software**")

    **1.5** "**Professional Services**" means those installation, upgrade, training, prototyping, implementation, configuration, customization, analysis, consulting, professional and other services and assistance to be provided by Experlogix to Customer pursuant to an Order or otherwise requested by Customer.

    **1.6** "**Services**" means the Professional Services, Software Service Support, Licensed Software Maintenance, and other services to be provided under this Agreement, but specifically excluding the Licensed Software or Software Service.

    **1.7** "**Software**" means the Software Service or Licensed Software, as applicable.

    **1.8** "**Software Service**" means the provision of access over the Internet to the functionality of Experlogix' software products described in an applicable Order.

    **1.9** "**Warranty Period**" means the License Term or, with respect to Perpetual Licensed Software, ninety (90) days from Customer's receipt of the Licensed Software.

2. **SERVICES; LICENSED SOFTWARE.**

    **2.1**   **Software Service.** The following terms apply only to Software Services set forth in the appliable Order. If Experlogix is providing Licensed Software under a particular Order, the Terms of Section 2.2 apply.

        **(a)**   **Software Services Subscription.** Subject to the terms and conditions of this Agreement and the Order, Experlogix grants to Customer, during the applicable License Term, a non-exclusive, non-transferable right to remotely access and use the Software Service, solely for the performance of Customer's internal business purposes and strictly in accordance with this Agreement, the Documentation, and the applicable Order, and any limitations included therein. Unless otherwise set forth in an Order, Customer may not make the Software Service available to any other entity or, once the maximum number of Users (defined below) has been reached, any other user, in any form whatsoever, without the prior written consent of Experlogix. Experlogix' third party hosting expenses are directly tied to Customer's use and/or configuration of the Software Service. If Experlogix third party hosting expenses for providing the Software Services to Customer exceed, or in Experlogix' opinion is likely to exceed, fifteen percent (15%) of the Fees for the Software Service during such period, Experlogix shall notify Customer in writing. Experlogix may invoice Customer for any third party hosting expenses actually incurred by Experlogix for providing the Software Services to Customer that exceed fifteen percent (15%) of the Fees for the Software Service during such period.

        **(b)**   **Service Level Agreement; Support.** At no additional cost to Customer, Experlogix may create and implement, as part of a release generally available to all of its customers, software updates and upgrades for the Software Service. Experlogix will use its best efforts to provide the Software Service in accordance with the then-current Service Level Agreement available at [www.experlogix.com/legal/](www.experlogix.com/legal/). Experlogix will provide Customer with its standard support and consultation concerning the Software Service ("**Software Service Support**"). Experlogix may charge Customer on a time and material basis for problem resolution services that exceed Experlogix' standard Software Service Support, such as but not limited to: (i) when a problem has been created due to Customer error and/or neglect; (ii) when such problem is associated with third-party or pre-requisite software; (iii)

when such problem is associated with client hardware or network issues; or (iv) support during a system installation, upgrade or conversion.

**2.2     Licensed Software.**

**(a)     License.** Subject to the terms and conditions of this Agreement and the Order, Experlogix grants to Customer, during the License Term, a non-exclusive, non-transferable, and non-sublicensable license to: (i) install and use the Licensed Software in executable code form on Customer's servers and workstations, only for Customer's internal purposes and subject to any limitations specified in the applicable Order; (ii) make one (1) copy of the Licensed Software solely for backup or archival purposes; and (iii) copy and reproduce the Documentation provided to Customer solely for the purposes of facilitating Customer's use of the Licensed Software.

**(b)     Licensed Software Maintenance.** Experlogix will provide Licensed Software Maintenance for Term Licensed Software during the License Term, subject to Customer's payment of all appliable fees. If Customer has purchased Licensed Software Maintenance for Perpetual Licensed Software, and has paid the applicable annual maintenance fee set forth in the Order (the "**Maintenance Fee**"), Experlogix shall provide Licensed Software Maintenance for a period commencing on the date the Licensed Software is installed and ending on the first (1st) anniversary thereof (the "**Maintenance Term**"). Thereafter, the Maintenance Term will automatically renew for successive one (1) year terms, unless a party provides written notice of its intent not to renew at least ninety (90) days prior to the renewal date. "**Licensed Software Maintenance**" means support during regular Experlogix business hours for the current release of the Licensed Software; as well as rights to updates, enhancements or modifications which Experlogix incorporates into and makes a part of the general release Licensed Software and does not separately price or market. Experlogix may charge Customer on a time and material basis for problem resolution services that exceed Experlogix' standard Licensed Software Maintenance, such as but not limited to: (i) when a problem has been created due to Customer error and/or neglect; (ii) when such problem is associated with third-party or pre-requisite software; (iii) when such problem is associated with client hardware or network issues; (iv) during a system installation, upgrade or conversion; or (v) when support is required at times other than Experlogix' normal business hour.

**2.3     Order Supplements.** Customer may purchase additional Software Service Support, Licensed Software Maintenance, and/or additional licenses or license rights relating to an existing Order for Software (a "**Supplemental Order**"). Unless otherwise set forth in a Supplemental Order: (a) the initial term of any Software rights purchased under a Supplemental Order shall be for the duration of the then current License Term for Software and shall automatically renew and be coterminous with such Software, and (b) the initial term of any additional Software Service Support and/or License Software Maintenance purchased under a Supplemental Order shall be for the duration of any then-current Software Service Support and/or License Software Maintenance for such Software and shall automatically renew as provided herein. Any annual fees relating to Software Service Support, Licensed Software Maintenance, and/or additional licenses or license rights under a Supplemental Order shall be prorated for any partial year.

**2.4     Professional Services.** Experlogix will perform the Professional Services requested by Customer or otherwise agreed to in an Order. Certain Professional Services may utilize a train-the-trainer approach. If Customer desires Experlogix personnel to setup specific functionality, an Order detailing such functionality must be signed by the parties. Costs shown in any Order are estimates; Customer will be billed for actual time applied, the total of which may be more or less than the total estimated amount. Customer will be charged at Experlogix then-current hourly rates, or on the basis stated in the Order. A partial hour will be charged as a full hour. For onsite Professional Services, Customer will be charged for the travel time of Experlogix personnel at half of the applicable hourly rate. Once confirmed by Experlogix, dates for Professional Services represent a firm commitment by Customer. If Customer cancels or reschedules Professional Services, Customer will be charged: one-hundred percent (100%) of the estimated time if cancellation is within five (5) working days and fifty percent (50%) of the estimated time if cancellation is within fifteen (15) working days, in addition to any related expenses incurred by Experlogix. Any purchased but unused Professional Services are forfeited upon termination of either the License Term or Maintenance Term (if applicable).

**2.5     Customer Data.** Customer acknowledges and agrees that Experlogix may require access to certain data and content from Customer in order to provide the Software and Services ("**Customer Data**"). Customer hereby grants to Experlogix a non-exclusive, non-transferable right and license to use the Customer Data during the Term solely for the limited purpose of performing Experlogix' obligations hereunder for the benefit of Customer. Experlogix shall have no liability under this Agreement for any loss, delay, or failures to perform resulting from Customer's failure to provide the necessary Customer Data. Subject to the rights granted in this Agreement, Customer retains all right, title and interest in and to the Customer Data, and Experlogix acknowledges that it neither owns nor acquires any additional rights in and to the Customer Data not expressly granted by this Agreement. Customer acknowledges that Experlogix may collect, compile, synthesize, and modify certain non-personally identifiable data and content made available to it in the course of providing the Software and Services ("**Usage Data**"), and may use such Usage Data during and after the Term in order to improve, modify, promote, and validate the Services, and otherwise for its own business purposes; provided that such Usage Data does not in any way identify Customer or any User.

**2.6     Affiliates.** Customer understands and agrees that the Software and Services may be provided by Experlogix Affiliates. An "**Experlogix Affiliate**" is any entity that directly or indirectly controls, is controlled by, or is under common control with Experlogix; where "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of Experlogix through the ownership of fifty percent (50%) or more of the outstanding voting securities (but only for as long as such or entity meets these requirements). Experlogix is responsible for the acts and omissions of Experlogix Affiliates under this Agreement.

3.      **USERS.**

**3.1**      Customer shall be responsible for the acts and omissions of each person authorized by Customer to access or use the Software (each a "**User**"). Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Software, and shall notify Experlogix promptly of any such unauthorized use. Customer is responsible for maintaining the confidentiality of all Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Usernames are unique to individual Users, and cannot be shared with any other person. Customer agrees (a) not to allow an unauthorized third party to use its account, usernames or passwords at any time; and (b) to notify Experlogix promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement by Customer or any User. Experlogix reserves the right to terminate any username or password which Experlogix reasonably determines may have been used in violation of this Agreement, or by an unauthorized third party, or by any User or individual other than the User to whom such username and password was originally assigned.

4.      **FEES AND PAYMENT.**

**4.1**      **Fees.** Customer will pay to Experlogix the fees set forth in the applicable Order ("**Fees**"). Any Fee incurred by Customer after the Effective Date, will be billed at the applicable Experlogix pricing then in effect. Fees for adding additional Users will be paid by Customer upon the addition of such User, and Fees will be prorated through the end date of the then current Term. With at least thirty (30) days written notice, Experlogix may increase Fees for any renewal period consistent with percentage increase in the Consumer Price Index – All Urban Consumers since the previous increase (or since the Effective Date if no increase has been made).

**4.2**      **Maintenance Fees.** Maintenance Fees set forth in the Order, if any, are invoiced in advance of the Initial Licensed Software Maintenance Term and each Renewal Licensed Software Maintenance Term. In the event Customer desires to reinitiate Licensed Software Maintenance after the expiration or termination thereof, Customer shall be required to make an upfront payment equal to (a) all annual Maintenance Fees that Customer would have been required to pay between the date of expiration or termination and the date of the reinstatement, (b) the current annual Maintenance Fee, and (c) a reinstatement fee equal to 25% of the annual Maintenance Fee.

**4.3**      **Expenses.** Customer shall reimburse Experlogix for reasonable travel, lodging and meal expenses, and such other costs and expenses Experlogix may incur in connection with the performance of Services ("**Expenses**"). Experlogix will provide documentation related to expenses upon request.

**4.4**      **Payment Terms.** Experlogix will invoice Customer for Fees and Expenses pursuant to the Order and, unless otherwise specified in the Order, Customer will pay all Fees and Expenses within thirty (30) days after receipt of the applicable invoice. Upon ten (10) days prior written notice and Customer's failure to cure, Experlogix reserves the right (in addition to any other rights or remedies Experlogix may have) to suspend the Services, along with Customer's and Users' access to the Software Service, if any Fees or Expenses are more than thirty (30) days overdue until such amounts are paid in full; there shall be no abatement of Fees during such period of suspension. All payments must be made in currency quoted in the Order. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Experlogix' reasonable costs of collection. All Fee and Expenses due hereunder are exclusive of, and Customer shall pay, all sales, use, ad valorem, and other taxes, export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Experlogix' net income.

**4.5**      **No Set-Off or Deduction.** Every payment payable under this Agreement will be made in full without any set-off or counterclaim howsoever arising and will be free and clear of, without deduction of, or withholding for or on account of, any other amount which may be due and payable under this Agreement.

5.      **TERM; TERMINATION.**

**5.1**      **Term; Termination.** The initial term of this Agreement will begin on the Effective Date and will continue for so long as any Order remains effective (the "**Term**"). Each Order for Software will provide the duration of Customer's license of the Licensed Software or the period during which Customer may access and use the Software Service (the "**License Term**"). Except for Perpetual Licensed Software, the License Term will automatically renew for additional periods equal to the length of the original License Term (each a "**Renewal License Term**"), unless a party provides notice of non-renewal at least ninety (90) days prior to the expiration of the then-current License Term. Either party may terminate this Agreement and any Order if the other party breaches any material provision of this Agreement and does not cure such breach within thirty (30) days after receiving written notice thereof.

**5.2**      **Effects of Termination.** Upon termination or expiration of this Agreement for any reason: (a) any amounts owed to Experlogix under this Agreement before such termination or expiration will be immediately due and payable, (b) all rights granted by Experlogix to Customer in or to the Software Service will cease, and Customer must immediately discontinue use of the Software Service; and (c) all rights granted by Experlogix to Customer in or to Term Licensed Software will cease, and Customer must immediately discontinue use of the Licensed Software and remove the Licensed Software from Customer's service and workstations. If this Agreement terminates due to Customer's uncured breach, then any licenses to Perpetual Licensed Software shall also termination, and Customer must immediately discontinue use of such Licensed Software and remove the Licensed Software from Customer's service and workstations. In addition, upon termination, each party must return to the other party or destroy all copies of the other's Confidential Information in that party's possession or control. Sections 1, 5, 6.2, 7, 8, 9, 10, and 11 together with any accrued payment obligations, will survive expiration or termination of this Agreement for any reason.

## 6. WARRANTY; DISCLAIMER.

**6.1 Performance.** Experlogix warrants that the Software, when used as permitted by Experlogix and in accordance with the Documentation, will operate as described in the Documentation in all material respects. Experlogix does not warrant Customer's use of the Software will be error-free or uninterrupted. For any breach of this warranty, Experlogix will, at its own expense and as its sole obligation and Customer's sole remedy, use commercially reasonable efforts to correct any reproducible error in the Software reported to Experlogix by Customer in writing during the applicable Warranty Period. This warranty shall not apply to, and Experlogix shall have no obligation in connection with: (a) Customer's inability to use the Software due to minimum system requirements or other factors beyond Experlogix' control, (b) any error, defect, or failure resulting from Customer's own implementation of the Software, (c) Customer's use of the Software other than as expressly permitted in this Agreement and the Documentation, or (d) Customer's own hardware, data, software or network connection.

**6.2 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, EXPERLOGIX DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SOFTWARE AND SERVICES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

## 7. CONFIDENTIALITY.

**7.1 Protection.** The party receiving Confidential Information ("**Receiving Party**") from the other party ("**Disclosing Party**") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

**7.2 Exceptions.** The Receiving Party's obligations under Section 7.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

**7.3 Return of Information.** Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control, and permanently erase all electronic copies of such Confidential Information, promptly upon the written request of the Disclosing Party; provided that Receiving Party shall not be required to destroy electronic records or files that have been created pursuant to Receiving Party's automatic archiving and back-up procedures and the removal of which is not technically practical.

**7.4 Injunctive Relief.** Each party acknowledges that a breach or threatened breach of this Section 7 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 7 by the other party or any of its employees or agents.

**7.5 Personal Information; Data Security.** The Data Protection Addendum available at www.experlogix.com/legal/ is hereby incorporated into this Agreement by reference.

## 8. PROPRIETARY RIGHTS; RESTRICTIONS ON USE.
The Software (including any updates or enhancements thereto), the look and feel and layout of any deliverables generated in connection with the Software, and all worldwide intellectual property rights therein, are the exclusive property of Experlogix and its licensors. All rights in and to the Software not expressly granted to Customer in this Agreement are reserved by Experlogix. Subject to Customer's ownership of Customer Data, Experlogix shall retain all right, title, and interest in and to any intellectual property rights developed by, or on behalf of, Experlogix in the course of performing its obligations under this Agreement. Except as expressly permitted in this Agreement or as otherwise authorized by Experlogix in writing, Customer will not, and will not permit any User to (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the Software to any third party; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; (d) interfere in any manner with the operation of the Software; (e) remove, alter, or obscure any proprietary notices (including copyright notices) of Experlogix or its licensors displayed in connection with the Software; or (f) otherwise use the Software except as expressly allowed under this Agreement.

## 9. LIMITATION OF LIABILITY.
EXCEPT FOR A BREACH OF SECTION 8 OR A PARTY'S FRAUD OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY,

SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXPERLOGIX' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF FEES PAID TO EXPERLOGIX FOR THE SOFTWARE HEREUNDER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

**10.** **INDEMNIFICATION.** Experlogix will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Software infringes any patent or copyright, or misappropriates any trade secret, of a third party, and Experlogix will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer (a) notifying Experlogix promptly in writing of such action; (b) giving Experlogix sole control of the defense thereof and any related settlement negotiations; and (c) cooperating and, at Experlogix' request and expense, assisting in such defense. If the Software becomes, or in Experlogix' opinion is likely to become, the subject of an infringement claim, Experlogix may, at its option and expense, either (i) procure for Customer the right to continue using the Software, (ii) replace or modify the Software so that it becomes non-infringing, or (iii) terminate this Agreement upon written notice to Customer and (1) refund Customer fees paid Fees paid for the Software (other than Perpetual Licensed Software) for the period following beyond the effective date of such termination, and (2) for Perpetual Licensed Software, refund Customer the Fees paid for such Software upon such termination, computed according to a thirty-six (36) month straight-line amortization schedule beginning on the first day of the License Term. Notwithstanding the foregoing, Experlogix will have no obligation under this Section 10 or otherwise with respect to any infringement claim based upon (A) any use of the Software not in accordance with this Agreement or the specifications published by Experlogix, (B) any use of the Software in combination with other products, equipment or software not provided or recommended by Experlogix, (C) any Customer Data, or (D) any modification of the Software by any person other than Experlogix or its authorized agents or subcontractors. Customer will defend, indemnify, and hold Experlogix harmless from and against any claim, action, or demand suffered by Experlogix arising in connection with the Customer Data or the modification or misuse of the Software by Customer or any User. THIS SECTION 10 STATES EXPERLOGIX' ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS.

**11.** **GENERAL**

**11.1** **Non-Exclusive.** This Agreement shall not be construed to limit or prohibit Experlogix in any manner or fashion in providing products and/or services of any type or nature to any other customer in its sole discretion.

**11.2** **Assignment.** Neither party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including the license rights granted to Customer to the Software) to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, without the other party's consent, assign its rights and obligations under this Agreement to a parent, affiliate, or subsidiary, or to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets to which this Agreement relates. Any attempted assignment of this Agreement not in accordance with this subsection shall be null and void.

**11.3** **Publicity.** Customer agrees that Experlogix may use its name and logos in Experlogix' promotional materials and client lists.

**11.4** **Relationship of Parties.** The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

**11.5** **Force Majeure.** Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party.

**11.6** **Notices.** All notices, consents, and approvals under this Agreement may be delivered by Experlogix to Customer to the email address provided by Customer. All notices, consents, and approvals under this Agreement must be delivered by Customer to Experlogix to legal@experlogix.com. Either party may change its email address for notice by giving notice of the new email address to the other party.

**11.7** **Governing Law and Venue.**

**(a)** Unless the applicable Experlogix entity is Experlogix BV, the laws of the State of Utah govern this Agreement and any matters related to this Agreement, including the interpretation, construction, and enforcement of this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties agree that the U.N. Convention for the International Sale of Goods is expressly excluded from, and does not apply to, this Agreement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement, including to interpret or enforce any provision of this Agreement, shall bring the legal action or proceeding only in the state or federal courts for Salt Lake City, Utah. Each party consents and submits to the exclusive jurisdiction and venue of those courts for the purpose of all legal actions and proceedings arising out of or relating to this Agreement. Each party irrevocably waives (i) any objection that party may have to the venue of any such proceeding or legal action brought in those courts, and (ii) any defense of inconvenient forum for the maintenance of a proceeding

or legal action brought in those courts. Each party consents to process being served by any party to this Agreement in any action or legal proceeding by delivery in accordance with the notice provisions in this Agreement.

**(b)** If the applicable Experlogix entity is Experlogix BV, the laws of the Netherlands govern this Agreement and any matters related to this Agreement, including the interpretation, construction, and enforcement of this Agreement, without regard to any conflicts of laws principles that would require the application of the laws of a different jurisdiction. The parties agree that the U.N. Convention for the International Sale of Goods is expressly excluded from, and does not apply to, this Agreement. Any party bringing a legal action or proceeding against the other party arising out of or relating to this Agreement, including to interpret or enforce any provision of this Agreement, shall submit such action or proceeding to the "Stichting Geschillen oplossing Automatisering" (Automation Disputes Board) te Wassenaar, the Netherlands, in accordance with their then current procedures. Any dispute or claim arising out of or in connection with this Agreement shall be initially be mediated with a third-party arbitration firm. Each party irrevocably waives (i) any objection that party may have to the venue of any such proceeding or legal action brought in accordance with this section, and (ii) any defense of inconvenient forum for the maintenance of a proceeding or legal action brought in accordance with this section.

**11.8    Anti-Bribery.** Each party agrees and undertakes that in connection with this Agreement and the transactions contemplated by this Agreement, it will comply with all applicable laws, rules, regulations relating to anti-corruption and anti-money laundering. Each party agrees, undertakes and confirms that it, and each of its affiliates, and its subcontractors, and its and their respective owners, directors, officers, employees, agents and representatives, has not made, offered, promised to make or authorized the making of, and will not make, offer, or promise to make, or authorize the making of, any payment or other transfer of any financial or other advantage or anything else of value, including without limitation the provision of any funds, services, gifts or entertainment, directly or indirectly to:

**(a)** any government official (which shall mean any minister, civil servant, director, officer or employee or other official of any government or any department, agency or instrumentality thereof, and/or of any government-owned or controlled company, any company or enterprise in which a government owns an interest, and/or any public international organization);

**(b)** any director, officer, employee or agent/representative of an actual or prospective counterparty, supplier or customer the other party;

**(c)** any director, officer, employee or agent of the other party or any of its affiliates;

**(d)** any political party, official of a political party, or candidate for public office;

**(e)** any agent or intermediary for payment to any of the foregoing; or

**(f)** any other person or entity for the purpose of obtaining, influencing or rewarding the award of this Agreement or for any improper advantage or for any improper purpose or where it would be improper for the person to accept such an advantage, in connection with the performance of this Agreement and the transactions contemplated hereunder or in connection with any other business transactions involving the other party, or in any other connection, if and to the extent that to do so is or would be in violation of or inconsistent with the principles or requirements of any anti-bribery or anti-money laundering laws applicable to Experlogix or to Customer, or to their respective parent companies, including, without limitation, the UK Bribery Act 2010, the U.S. Foreign Corrupt Practices Act, and successor legislation, legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions or the United Nations Convention Against Corruption, and/or the anti-corruption or anti-money laundering laws of the Territory. Notwithstanding the foregoing undertakings, each party agrees to notify the other party promptly upon discovery of any instance where such party has failed to comply with any provisions of this Clause.

**11.9    Non-Solicitation.** Customer recognizes that the employees and independent contractors of Experlogix, and such employees' and independent contractors' loyalty and service to Experlogix, constitute a valuable asset of Experlogix. Accordingly, Customer shall not, during the Term and for one (1) year thereafter, make any offer of employment to, nor enter into a consulting relationship with, any person who was employed or retained by Experlogix during the previous two (2) years. Any violation of this provision constitutes a material breach of this Agreement, and upon any such breach, Customer shall pay to Experlogix liquidated damages consisting of the amount of all compensation (e.g., salary, bonuses, fees, etc.) paid or to be paid by Customer to the person during the first twelve (12) months after such person was hired/retained by Customer. Each party acknowledges and agrees that this amount of liquidated damages is a good faith estimate of the investment in and costs related to recruiting and training that Experlogix will lose if an Experlogix employee or independent contractor is hired or retained by Customer. In the event this Section is deemed unenforceable for any reason, Experlogix shall nevertheless be entitled to recover its actual damages resulting from Customer's breach.

**11.10    Costs.** Except as otherwise agreed by the parties in writing, each party must bear its own costs arising out of the negotiation, preparation and execution of this Agreement or any instrument or transactions entered into, under or in connection with this Agreement.

**11.11    Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11.12    Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**11.13    Modifications.** These Terms may be updated from time to time. Notwithstanding any such update, the terms in place as of the Effective Date of an applicable Order shall continue to govern the provision of Software and Services under the applicable Order unless otherwise agreed by the parties in writing.

**11.14    Entire Agreement.** This Agreement and the applicable Order constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral regarding such subject matter.