

## TEAMMATE® MASTER AGREEMENT

This Agreement is made by and between WK and Customer to govern Customer's right to access and use TeamMate as of the Effective Date. This Agreement will continue to govern any future Order Forms, subject to Section 18.8 (Waiver and Modification) hereof. Capitalized terms used in this Agreement shall have the meanings set forth in Section 1 (Definitions).

### 1 DEFINITIONS

- 1.1 “Affiliate”** means any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with the contractual party, and the terms “control”, “controlled by”, and “under common control with” meaning the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization, or body, whether through ownership of voting securities or otherwise.
- 1.2 “Agreement”** means these Wolters Kluwer TeamMate Terms and Conditions together with the relevant Order Form and Statement of Work.
- 1.3 “Authorized User”** means each individual employee of Customer or its authorized agents or subcontractors who use TeamMate as operated or made available by or through Customer, regardless of whether such individual is actively using TeamMate at any given time and is covered by an appropriate license hereunder. An Authorized User does not acquire individual rights in TeamMate products other than the right to access and use TeamMate on Customer's behalf and pursuant to the rights granted to Customer and subject to the terms and conditions of this Agreement.
- 1.4 “Customer”** means the entity or individual identified as “Customer” on the Order Form or Statement of Work.
- 1.5 “Documentation”** means the operating manuals, user instructions, technical specifications, or similar publications relating to the use and administration of TeamMate by Customer in effect at the time of delivery of, or Customer's access to TeamMate.
- 1.6 “Effective Date”** means the date the Order Form is signed by both parties, or the date Customer otherwise purchases TeamMate, and this Agreement become effective.
- 1.7 “Order Form”** means the then current Order Form for TeamMate, signed by WK and Customer, which refers to and is governed by this Agreement.
- 1.8 “Statement of Work”** means the document specifically describing the nature, scope, project assumptions, fees, duration, and location(s) of the Services related to TeamMate and agreed upon between WK and Customer.
- 1.9 “TeamMate”** means the off the shelf suite of audit management software as enumerated on the Order Form, only in machine readable, executable (object code) format, including the features, functions, designs and any informational content included therein and any Updates or Versions that may be provided by or on behalf of WK to Customer, and any complete or partial copies thereof permitted to be made by this Agreement. Such products may be updated from time to time by WK in its sole discretion.
- 1.10 “WK” or “Licensor”** means Wolters Kluwer Financial Services, Inc., or any non-United States affiliated company that is named as the Licensor or Services Provider on any Order Form, written license, and/or services agreement with Customer.

## 2 FEES, TAXES, AND PAYMENT

- 2.1 Payment of Fees.** Fees are set forth in the Order Form and include license fees, along with any applicable hosting, Services, and/or Support fees (collectively, “Fees”). Unless otherwise stated in the Order Form, Fees are payable annually in advance commencing on the Effective Date. Services Fees are invoiced as incurred. Customer shall pay the Fees and Taxes in the applicable WK invoice within thirty (30) days of the invoice date. Except as may be specifically provided in this Agreement, Customer’s payment obligations under any and all Order Forms are non-cancelable, and all payments made are non-refundable.
- 2.2 Taxes.** Fees do not include taxes, levies, duties, or similar governmental assessments of any nature, including for example value-added, sales, use, excise, consumption, or withholding taxes, assessable by any jurisdiction (collectively, “Taxes”). Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding Taxes assessable against WK based on WK’s net income. If Customer is exempt from Taxes, Customer shall provide a tax exemption certificate to WK at the time of Order Form execution.
- 2.3 Failure to Pay.** Any amounts owed by Customer that are not paid when due shall be subject to late fees at the lesser of: (i) one and a half percent (1.5%) per month; or (ii) the highest rate permissible under applicable law. WK may suspend access to and use of TeamMate, Support, or Services until such outstanding amounts are paid in full. In the event Customer fails to pay outstanding amounts within thirty (30) days of the payment due date, WK may immediately terminate this Agreement. Customer will remain liable for such payment and may be required to pay a reactivation fee prior to being provided future access to TeamMate.

## 3 LICENSE GRANT

WK retains all right, title, and interest, including intellectual property rights, in and to TeamMate and the Documentation, and all translations, adaptations, developments, enhancements, improvements, updates, versions, customizations or other modifications or derivations of or to TeamMate, whether or not developed by or for the Customer. Customer shall have no rights, title, or interest therein or thereto, other than the limited license expressly set forth in this Agreement.

At Customer’s election and as indicated on the applicable Order Form, TeamMate is available in two models: (i) perpetual license; or (ii) subscription license. Either model can be delivered on-premise or hosted as further described in the Delivery Addendum attached hereto. The rights granted to Customer under this Section 3 (License Grant) are conditioned upon Customer’s compliance with the terms of the Agreement and the Order Form(s), including the timely payment of all Fees.

- 3.1 Perpetual License.** In the event Customer elects to purchase a perpetual license as set forth in the Order Form, WK hereby grants to Customer and Customer accepts a limited, perpetual, revocable, non-exclusive, non-sublicensable, non-assignable, non-transferable, non-resalable license, to install, execute, and use the perpetual license subject to the terms and conditions of this Agreement. Perpetual licenses granted pursuant to the terms of this Agreement shall continue in perpetuity unless sooner terminated per this Agreement.

For perpetual licenses, Customer may make a reasonable number of back-up copies of TeamMate for Customer’s archival or disaster recovery purposes only and not for production, development, evaluation, or testing purposes (other than to ensure that such back-up copies are capable of replacing TeamMate in case of a disaster). Such copies shall be the property of WK, and Customer shall not remove from, deface, or overprint on the original software any WK copyright notices, trademarks, logos, legends, or other similar proprietary designations, and shall accurately reproduce all of the same on any permitted copies. Customer shall maintain exclusive possession of and control over the copies of the TeamMate in its possession and shall affect and maintain adequate technical and organizational security measures to safeguard TeamMate from access or use by any unauthorized person.

- 3.2 Subscription License.** In the event Customer elects to purchase a subscription license as set forth in the Order Form, WK grants to Customer a limited, revocable, nontransferable, nonexclusive right to access and use, and to permit Authorized Users to access and use, TeamMate solely for Customer's internal use and for the purpose of performing internal auditing or compliance management services for Customer, without any further right to access or use TeamMate in any manner for the Subscription Term in the Order Form. WK reserves all rights in and to TeamMate not expressly granted in this Agreement. This Agreement does not grant Customer: (i) any right to reproduce, modify, distribute, or publicly display TeamMate; or (ii) any other right to TeamMate not specifically set forth herein. Without limiting the generality of the foregoing, the right to access and use TeamMate granted herein does not cover any underlying components of TeamMate, WK's underlying TeamMate engines, or any other component of TeamMate or the environment within which TeamMate operates that is not intended by WK for access by any Authorized User.

#### 4 ACCEPTABLE USE

- 4.1 Authorized Users.** Customer shall purchase a subscription license or perpetual license for each Authorized User and shall not permit any persons other than an Authorized Users to use or access TeamMate. Customer shall cause each Authorized User to comply with the terms and conditions of this Agreement. Customer shall not use, or permit the use of, TeamMate by more than the maximum number of Authorized Users specified in the applicable Order Form (as the same may be adjusted pursuant to an Order Form amendment or supplement or Sections 5.2 (User Count and License Fee Adjustments) and Section 4.4 (Verification) hereof, whether or not such Authorized Users are actively using the Licensed Products at the same time.
- 4.2 Internal Use Limitation.** Customer may use and permit its Authorized Users to use TeamMate only for Customer's own internal business purposes. Other than Authorized Users authorized hereunder, Customer shall not permit any third-party to use TeamMate in any way whatsoever. Except as expressly authorized by Section 5 (Authorized Third-Party Access), Customer shall not, and shall not permit any Authorized User to, offer or use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time sharing, or other participation arrangement.
- 4.3 Protection of Account Access Information.** TeamMate accounts, including the controls, permissions, and data unique to each Authorized User, are designed for private use, and should only be accessed using each individual Authorized User's username and password ("Account Access Information"). Customer must protect and keep confidential its Authorized Users' Account Access Information. Customer acknowledges and agrees that Customer is responsible for all use of TeamMate through Customer's and its Authorized Users' accounts by any person. Customer shall ensure that all use is for authorized purposes only and in compliance with the provisions of this Agreement.
- 4.4 Verification.** Upon reasonable prior notice to Customer, WK may verify that Customer's access and use of TeamMate complies with this Agreement, including the number of Authorized Users. If WK determines that Customer has not paid the Fees required for Customer's access or use of TeamMate, Customer will be invoiced at then current rates for such unpaid Fees, plus interest dating back to the time when such Fees should have been paid at the rate of one and a half percent (1.5%) monthly or the maximum lawful amount, whichever is greater. Customer shall pay the reasonable cost of conducting the verification if WK detects unpaid Fees that exceed five percent (5%) of the total Fees actually paid for the period verified by WK.

#### 5 AUTHORIZED THIRD-PARTY ACCESS

- 5.1 Affiliate and Service Provider Use.** Customer's Affiliate(s) may use TeamMate, provided that such Affiliate(s) agree to comply with and be bound by the terms of this Agreement. TeamMate may include functionality that is documented and intended to allow service providers or consultants, including any third parties providing Customer with outsourcing, data center management, or disaster recovery

services (“Service Provider(s)”) to access TeamMate and to view data specific to such Customer. Customer may permit use of TeamMate by its Service Providers, provided that such Service Providers agree to comply with and be bound by the terms of this Agreement. Customer hereby agrees to be fully responsible and liable for each and every Affiliate, Service Provider, and/or applicable Authorized Users full compliance with the terms and conditions of this Agreement, such that any breach of the terms of this Agreement by any such Affiliate, Service Provider, and/or applicable Authorized Users shall be deemed a breach by Customer.

**5.2 User Count and License Fee Adjustments.** Any individuals afforded rights to use TeamMate pursuant to this Section 5 (Authorized Third-Party Access) shall be counted as Authorized Users for all purposes of this Agreement. Customer shall advise WK promptly upon any increase in the total number of Authorized Users as a result of any such Affiliate or Service Provider use and shall pay to WK any required additional Fees at WK’s then current applicable rates. No such adjustments shall be required for any incidental access to information in, from, or generated by TeamMate required or requested by any financial auditor of Customer, any Affiliate, or any representative of any governmental, accreditation, or regulatory body in the course of their normal regulatory, investigative, or professional duties for or with respect to Customer or any Affiliate.

## 6 RESTRICTIONS

**6.1 Restrictions.** Customer shall not, and shall not allow any Authorized User, Affiliate or Service Provider to: (i) modify, port, adapt, translate, or create any derivative works from or based on TeamMate, in whole or in part; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to reduce the object code to or discover the source code of TeamMate; (iii) create any links to, frame, or mirror TeamMate or any portion thereof; (iv) defeat, disable or circumvent any protection mechanism related to TeamMate; (v) access or use TeamMate to create a product, service or database that competes with WK or TeamMate; or (vi) combine or merge TeamMate with, or incorporate it into, any other software. This prohibition shall not apply to the extent that applicable law affords Customer the right to decompile TeamMate if and as necessary to render it interoperable with other software licensed or used by Customer, provided that Customer first requests such interoperability information from WK and complies with any reasonable conditions, including payment of any reasonable fees and expenses then generally charged by WK to its customers for the same. Customer’s use of TeamMate to process Customer information or tasks and produce activity lists, schedules, or reports which TeamMate enables and for which it is intended will not be deemed to constitute creation of derivative works or violations of this Section 6.1 (Restrictions).

**6.2 Unauthorized Acquisition or Access.** WK expressly prohibits the use of any product or service from WK that has been improperly obtained and/or accessed. For purposes of illustration, but not limitation, examples include any product or service that: (i) is acquired from an unauthorized reseller or distributor; (ii) is pirated, cracked or hacked, including through the use of Account Access Information established for use by another individual; (iii) has been acquired with the intent or for the purpose to use in a manner that is illegal, fraudulent, in violation of this Agreement or otherwise outside the normal, stated and/or reasonably understood purpose of such product or service; or (iv) is acquired with the use of false or inaccurate statements and/or information, for example, a false name, false contact information, or false payment information.

**6.3 No Transfer or Sublicense.** Except as may be otherwise expressly provided in Section 5 (Authorized Third-Party Access), Customer shall not: (i) sublicense, assign, or transfer TeamMate in whole or in part to any third-party; or, (ii) assign or transfer to any third-party any of Customer’s rights or interests in and to TeamMate, including through any lease, rental, subscription, lending, pledge, security interest or shared participation arrangement with or in favor of any third-party.

**6.4 Customer Responsibilities.** If Customer becomes aware of any unauthorized use of all or any part of TeamMate or any other breach of security, Customer shall promptly notify WK, provide reasonable details, assist in preventing any recurrence thereof, and cooperate fully in any actions undertaken to

protect the rights of WK. Customer shall not violate or attempt to violate the security of WK's networks or servers, such as by: (i) accessing data not intended for Customer or logging into a server or account which Customer is not authorized to access; (ii) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures without proper written request and authorization; or (iii) attempting to interfere with service to any user, host, or network, including by means of submitting a virus, overloading, flooding, spamming, mail bombing, or crashing. Customer will remain responsible for any unauthorized use of TeamMate by any individuals employed by, acting as authorized agents of, or performing services for Customer or its Affiliates (including any of their respective Service Providers).

- 6.5 Suspension of Access.** In addition to any other suspension or termination rights of WK pursuant to this Agreement, WK may suspend or terminate Customer's access to and/or use of, or otherwise modify TeamMate and/or any component thereof, without notice: (i) in the event Customer (including any Authorized User, Service Provider, Affiliate, or other person or entity acting through or on behalf of Customer) is determined by WK, in WK's sole judgment, to have or attempted to damage, harm, or misuse WK's software, server, network or other systems; or (ii) as necessary or appropriate to comply with any law, regulation, court order, or other governmental request or order or otherwise protect WK from potential legal liability or harm to its business. WK will use commercially reasonable efforts to notify Customer of the reason(s) for such suspension or termination action as soon as reasonably practicable unless such action is due to subsection (i) hereof. In the event of a suspension (other than due to subsection (i) hereof), WK will promptly restore Customer's access to TeamMate as soon as the event giving rise to the suspension has been resolved as determined in WK's discretion. Nothing contained in this Agreement will be construed to limit WK's actions or remedies or act as a waiver of WK's rights in any way with respect to any of the foregoing activities. WK will not be responsible for any loss or damages incurred by Customer as a result of any termination or suspension of access to or use of TeamMate as set forth in this Agreement.

## 7 SUPPORT

- 7.1 WK Support Obligations.** Support means WK's then current support and maintenance program for TeamMate, as further described herein ("Support"). Provided that Customer is not then in default of its obligations under this Agreement, and subject to the exclusions set forth in Section 7.2 (Support Exclusions), WK will provide or cause to be provided the following Support: (i) telephone help-desk, and electronic and/or remote access support to assist Customer in its use of TeamMate and respond to any reported failures of TeamMate Product(s) (provided that this support shall not be in lieu of obtaining training with respect to TeamMate, for which there is a Service charge); (ii) provision of such Updates and Versions (as defined below) as WK from time to time produces and distributes generally under Support for no additional fees; and (iii) such other support as WK provides generally as part of its then current support and maintenance program as detailed in the then in-effect support policy. An Update means any enhancements, improvements, corrections, service packs, or other modifications of or to TeamMate, not including any new Version ("Update"). A Version means any new version or upgrade of TeamMate that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version, if any ("Version").
- 7.2 Support Exclusions.** WK Support will not include: (a) resolution of problems resulting from any modification of or damage to TeamMate or its operating environment by Customer; (b) Customer's failure to operate TeamMate in an approved hardware and software environment or otherwise in accordance with applicable Documentation; (c) Services, including but not limited to any installation, implementation and other Services; or (d) any tax, accounting, legal or other professional or expert advice of any kind, including any advice regarding the appropriate handling of tax and accounting issues, or otherwise. In the event Customer elected to purchase a perpetual license, Support will also not include: (e) Customer's failure to implement any Updates provided by WK within the period of time required; (f) new Versions of TeamMate for which WK establishes and generally charges a separate license fee; or (g) the provision of any Updates or other program Support, if Customer is in default with respect to payment of perpetual license Support Fees.



**7.3 Subscription License Support.** Unless otherwise provided in the Order Form, during each annual subscription term of the subscription license set forth in Section 3.2 (Subscription License) hereof, WK will provide Support at no additional charge.

#### **7.4 Perpetual License Support**

**7.4.1 Term and Fees.** The initial term for perpetual license Support will commence on the Effective Date and continue for such period as shown on the applicable Order Form (“Support Period”). The Support Period will automatically renew for successive one (1) year renewal terms unless and until terminated as provided in Section 7.4.3 (“Support Termination”). Unless otherwise provided in the Order Form and/or for migrated licenses, perpetual license Support will be provided to Customer at no additional charge during the initial twelve (12) month term following the Effective Date. Perpetual license Support fees for each successive Support renewal term are payable by Customer annually in advance in accordance with Section 2 (Fees, Taxes, and Payment) of this Agreement.

**7.4.2 Customer Obligations.** In the event Customer elected to purchase a perpetual license, throughout the Support Period, Customer will: (i) at its expense, maintain an approved, secure internet connection and such other compatible devices as needed to enable WK to gain remote access, with Customer’s consent, to the computer system(s) on which TeamMate is installed for diagnostic, error notation and correction, and other support purposes; (ii) cooperate with WK in investigating and seeking to identify the cause of any claimed failure of TeamMate to perform in accordance with this Agreement; (iii) allow such other remote and/or on-site access to TeamMate and to Customer's systems as may be reasonably required for WK to perform perpetual license Support activities; and (iv) install all Updates and/or Versions of TeamMate within at least six (6) months of their release by WK. WK’s obligation to provide the perpetual license Support shall not apply to the extent Customer is not in full compliance with this subsection.

**7.4.3 Support Termination.** Either party may terminate perpetual license Support at of the end of the initial Support Period, or as of the end of any renewal term, by written notice to the other party at least ninety (90) days prior to the end of such applicable perpetual license Support Period and/or renewal term. If terminated, perpetual license Support may not be reactivated. If Customer's license to use TeamMate is terminated by WK for any reason, perpetual license Support will terminate automatically. If WK terminates perpetual license Support in accordance with this subsection, other than in the circumstance of a breach of this Agreement by Customer, Customer will be entitled to receive a pro-rata refund of any prepaid perpetual license Support Fees for any period beyond the termination effective date.

## **8 SERVICES**

**8.1 Services.** Services means the consulting or professional services (other than Support) requested by Customer and provided by WK under this Agreement (“Services”). At Customer’s election, WK will provide Services following Customer’s signature and WK’s acceptance of a Statement of Work. Such Services may include, but are not necessarily limited to, installation and implementation services, upgrades, data migration, configuration, customization of templates, report creation, and training for Customer personnel, and in each case in accordance with and subject to the terms and conditions of this Agreement.

**8.2 Performance.** In performing Services, WK may assign WK personnel, authorized agents, or qualified third-party contractors who are proficient in the provision of Services relating to TeamMate (“Consultants”). WK will be responsible for the observance by such Consultants of WK’s obligations hereunder. Customer agrees to provide the information, facilities, personnel, equipment, and suitably configured computers, if applicable, and as reasonably identified by WK as essential to the performance of any Services. When WK performs Services on Customer’s premises, Customer shall advise WK of

any hazards to the health and safety of WK's Consultants on the site and provide WK's Consultants with appropriate information regarding site specific safety procedures.

- 8.3 Services Pricing.** Unless otherwise provided in the applicable Statement of Work, all Services shall be provided on a time and expense/materials basis at WK's then current rates. WK reserves the right to impose a higher rate for Services performed upon the request or with the approval of Customer in excess of a forty (40) hour week or during weekend or holiday periods. Estimates are provided for Customer's information only and are not guaranteed. Subject to Customer's prior approval, Customer shall pay or reimburse WK for all reasonable travel, printing, copying, meeting space rentals, and other out-of-pocket expenses incurred in connection with WK's performance of Services hereunder. Out-of-pocket expenses will be billed to the Customer on a monthly basis as incurred.

## 9 CUSTOMER DATA

- 9.1 Customer Obligations.** Customer shall be solely responsible for all information, data, and content that is uploaded to, stored, or generated through the use of TeamMate by Customer ("Customer Data") and for the verification, quality, and input of Customer Data required in connection with TeamMate. Customer Data shall be delivered in a format and manner set forth in the Documentation or otherwise approved or directed by WK or the Documentation. Customer will maintain backup data necessary to replace any critical data of Customer and WK shall not be responsible for loss of or damage to Customer Data. Customer represents, warrants, and covenants that it will not upload or transmit any Customer Data: (i) that Customer does not have the lawful right to copy, transmit, distribute, and display (including any Customer Data that would violate any confidentiality or fiduciary obligations that Customer might have with respect to the Customer Data); (ii) for which Customer does not have the rights, permissions, registrations, or consents required by law for any personally identifiable information contained in the Customer Data; (iii) that infringes, misappropriates, or otherwise violates any intellectual property or other proprietary rights or violates any privacy rights of any third-party; (iv) that is false or misleading; (v) that is defamatory, obscene, or offensive; or (vi) that violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil or criminal liability. Customer must not use TeamMate to transmit, route, provide connections to, or store any materials that violate or promote the violation of any of the restrictions of this subsection. WK reserves the right, in its sole discretion, and at any time, to remove any Customer Data that it believes to be in violation of this Agreement.
- 9.2 Customer Ownership Rights.** Customer shall retain all right, title, and interest in and to Customer Data. By making Customer Data available through TeamMate, Customer grants WK the nonexclusive, worldwide, transferable right, on a royalty-free basis, with a right to sublicense this right only to third parties assisting WK in providing TeamMate or otherwise fulfilling WK's obligations hereunder, to possess, store, use, copy, and distribute Customer Data on TeamMate on Customer's behalf solely for the purposes of fulfilling WK's obligations and/or exercising WK's rights hereunder.
- 9.3 WK Obligations.** Consistent with its then current practices and procedures, specifically TeamMate's information security policies and procedures, WK will implement, maintain and enforce commercially reasonable information security measures and policies that are appropriate given the circumstances and designed to safeguard the confidentiality, integrity and security of Customer Data and protect against known or anticipated threats to the security of Customer Data.
- 9.4 Data Security Disclaimer.** CUSTOMER ACKNOWLEDGES THAT SECURITY SAFEGUARDS, BY THEIR NATURE, ARE CAPABLE OF CIRCUMVENTION AND THAT WK DOES NOT AND CANNOT GUARANTEE THAT THE SERVICE, WK'S SYSTEMS, AND THE INFORMATION CONTAINED THEREIN (INCLUDING CONFIDENTIAL INFORMATION) CANNOT BE ACCESSED BY UNAUTHORIZED PERSONS CAPABLE OF OVERCOMING SUCH SAFEGUARDS. EXCEPT TO THE EXTENT DIRECTLY CAUSED BY WK'S BREACH OF THIS SECTION, TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, WK SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SUCH UNAUTHORIZED ACCESS. ADDITIONALLY,

NOR SHALL SUCH UNAUTHORIZED ACCESS CONSTITUTE A BREACH BY WK OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER.

- 9.5 Statistical Data.** When hosted by WK, TeamMate may transmit to the servers on which it is hosted information reflecting the access or usage patterns of TeamMate by or on behalf of Customer or any Authorized User and general information about Customer's and its Authorized Users' computer system from which the Services are being accessed (for example, system configuration, type of internet connectivity, RAM, CPU, operating system, browser version), including any statistical or other analysis, information or data based on or derived from any of the foregoing ("Statistical Data"). Statistical Data shall be anonymized so as not to identify Customer or any Authorized User. WK may use, process, and monitor Statistical Data for: (i) the purposes of improving, enhancing or further developing TeamMate; (ii) internal quality assurance and software error checking; (iii) research, statistical, or behavioral analysis; (iv) for customers' profiling and analyzing; and/or (v) as otherwise necessary or appropriate to perform its obligations pursuant to this Agreement. WK shall keep Statistical Data confidential in accordance with Section 10 (Confidentiality).
- 9.6 California Consumer Privacy Act Compliance.** To the extent WK receives Personal Information on Customer's behalf that is subject to the California Consumer Privacy Act of 2018 (Cal. Civ. Code 1798) and any regulations promulgated thereunder or related thereto ("CCPA"), WK will implement and maintain reasonable security measures to protect Customer's Personal Information from unauthorized access, destruction, use, modification, or disclosure. Customer is engaging WK as a Service Provider to process Customer's Personal Information on its behalf and in furtherance of one or more enumerated Business Purposes under applicable law. WK shall not retain, use, or disclose Customer's Personal Information for any purpose other than performing its obligations pursuant to this Agreement, or as otherwise permitted under applicable law. WK shall notify Customer if it receives a Consumer request regarding Customer's Personal Information. WK shall provide reasonable assistance to Customer to meet its response obligations under applicable law. As required by applicable law, WK shall comply with deletion and access requests for Consumer's Personal Information. For purposes of this subsection, "Business Purpose", "Commercial Purpose", "Consumer", "Processing", "Personal Information", "Sell", and "Service Provider" shall have the meanings given to such terms by the CCPA.
- 9.7 General Data Protection Regulation.** When applicable and required under the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the parties will enter into WK's standard Data Processing Addendum setting forth the terms and conditions of WK's processing of such Customer Data pursuant to this Agreement.

## 10 CONFIDENTIALITY

- 10.1 Confidential Information.** Confidential Information includes all information of a disclosing party (or its Affiliates, suppliers, licensors, and/or customers) ("Discloser") furnished or made available before or after the Effective Date that is or reasonably should be understood to be confidential, proprietary, or generally not available to the public, whether marked as confidential or not, and regardless of form, format, media, or mode of disclosure (written, visual, electronic or other), including, without limitation: trade secrets, copyrights, patents, inventions, techniques, computer programs, software code (source and object code), custom modifications, algorithms, methods, logic, architecture and designs, business affairs, customer lists, customer information, product pricing, pricing plans, product development plans, marketing plans, test results, and the terms and conditions of this Agreement (collectively, "Confidential Information"). The Confidential Information of WK includes all parts and aspects of TeamMate, including any modifications, enhancements, translations, localizations, or other derivative works thereof, the Documentation, and any other documentation or materials provided with or related to TeamMate, in any form. Confidential Information also includes personal or personally identifiable information and records of or regarding Discloser's employees, investors, customers, and prospective customers.
- 10.2 Exceptions.** Confidential Information does not include any information that: (i) is, or becomes, publicly available without breach of this Agreement; (ii) was already in possession of the receiving party



(“Receiver”) without obligation of confidentiality; (iii) is independently developed without the use of Discloser’s Confidential Information as demonstrated by tangible evidence; or (iv) becomes rightfully known to Receiver from a third-party without obligation of confidentiality.

**10.3 Confidentiality Obligations.** Receiver will keep all Confidential Information it receives from Discloser strictly confidential and use the same care to protect such Confidential Information as it employs with its own Confidential Information (but in no event less than a reasonable degree of care). Neither party will disclose any Confidential Information of the other party, except to its Affiliates, employees, subcontractors, or agents who have a need to know such information, provided that, prior to such disclosure, such Affiliate, employee, subcontractor, or agent is bound to the restrictions set forth in this Agreement. The parties further agree that they will use Confidential Information solely for the purposes for which such information, or access to it, is provided pursuant to the terms of this Agreement. If disclosure of Confidential Information is required by law or regulation, Receiver agrees to give Discloser prompt notice before such disclosure, to the extent permissible, so that it may seek a protective order. Upon any expiration or termination of this Agreement, or within ninety (90) days after Discloser’s request, Receiver shall either return or destroy and certify in writing the destruction of any and all Confidential Information of Discloser in Receiver’s possession. All Confidential Information shall remain the property of its Discloser. These confidentiality obligations shall survive for a period of three (3) years after termination of the Agreement, or for any legally mandated timeframe, and confidentiality obligations for trade secrets shall remain perpetual.

## 11 INDEMNITIES

**11.1 WK Obligations.** Subject to the following and to the other terms and conditions set forth in this Agreement, WK agrees to defend Customer against any unaffiliated third-party claim brought against Customer, and pay damages and reasonable costs finally assessed against Customer by a court of competent jurisdiction (or, at WK’s option, that are included in a settlement of such claim or action in accordance herewith), to the extent such claim arises from infringement by TeamMate of such third-party’s patents, registered trademarks, or copyrights, in each case only to the extent registered in the United States prior to the date of this Agreement; provided, that: (i) WK is notified promptly in writing of the claim; (ii) WK controls the defense and settlement of the claim; and (iii) Customer cooperates with all reasonable requests of WK (at WK’s expense) in defending or settling the claim.

**11.2 Exclusions.** The foregoing infringement indemnification does not cover claims or actions based upon or arising out of: (i) any use of TeamMate in combination with other non-WK-provided products or products with which TeamMate is not authorized or intended to be used; (ii) modification or alteration of TeamMate by any person other than WK or its authorized agent; (iii) any use of TeamMate in breach of this Agreement or in a manner not consistent with or contemplated by the Documentation; (iv) use of a superseded or altered version of some or all of TeamMate if infringement would have been avoided or mitigated by the use of a subsequent unaltered version of TeamMate that is provided to Customer; (v) failure by Customer to use a correction provided by WK if infringement would have been avoided or mitigated by the use of such a correction; or (vi) specifications, data, or instructions provided by Customer.

**11.3 WK Cure.** If all or part of TeamMate becomes, or in WK’s opinion, is likely to become, the subject of a third-party claim of infringement or violation of such third-party’s intellectual property rights, WK may, at its option: (i) procure for Customer the right to continue using the affected TeamMate product(s); (ii) replace the same with non-infringing materials of substantially equivalent functionality; or (iii) modify the affected TeamMate product(s) so that they become non-infringing without materially reducing their functionality. If WK determines that none of the foregoing alternatives are commercially reasonable, WK may terminate Customer’s license to or access and use of the affected TeamMate product(s) and provide Customer with a pro-rata refund of prepaid but unearned Fees paid for the affected TeamMate product(s).

- 11.4 Customer Responsibilities.** Customer is solely responsible for all third-party claims relating to: (i) Customer's breach of any of its obligations, representations and/or warranties under this Agreement; and/or (ii) Customer's use of TeamMate and/or use of any third-party software or service, except to the extent of claims for which WK is liable under this Section 11 (Indemnities). Customer shall defend, indemnify, and hold WK harmless from any claim, action, suit, damage, judgment, or cost, including attorney's fees, based upon or arising out of the custody, possession, storage, transmission, or management of Customer Data, including without limitation claims predicated on any law or regulation concerning protection of personal data or rights in data collection.
- 11.5 Exclusive Remedy.** To the maximum extent permitted by applicable law, the provisions of this Section 11 (Indemnities) state the sole, exclusive, and entire liability of WK and its Affiliates, distributors, agents, subcontractors and suppliers, and Customer's sole, exclusive, and entire remedy, with respect to any actual or claimed infringement or other violation of any third-party's intellectual property rights.

## 12 LIMITATION OF LIABILITY

- 12.1 Damages Exclusion.** NEITHER WK NOR ANY OF ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS OR SUPPLIERS WILL HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SPECIAL LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION DAMAGES FOR ANY BUSINESS INTERRUPTION, LOSS OF SALES, PROFITS, BUSINESS, GOODWILL, OR DATA, OR FOR THE INABILITY TO USE TEAMMATE, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FINES, COSTS, EXPENSES, AND OTHER LIABILITIES, AND/OR THE SAME ARE REASONABLY FORESEEABLE.
- 12.2 Limitation of Liability.** THE TOTAL LIABILITY OF WK AND ITS AFFILIATES, DISTRIBUTORS, AGENTS, SUBCONTRACTORS, LICENSORS AND SUPPLIERS, ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, TEAMMATE, AND ANY OTHER CAUSE WHATSOEVER, SHALL NOT EXCEED, IN THE AGGREGATE FOR ANY AND ALL CLAIMS UNDER OR IN RELATION TO THIS AGREEMENT, THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO WK IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE FIRST CLAIM OR CAUSE OF ACTION AROSE.
- 12.3 Bargained for Exchange.** THE ALLOCATIONS OF LIABILITY IN THIS SECTION 12 (LIMITATION OF LIABILITY) REPRESENT THE AGREED, BARGAINED-FOR UNDERSTANDING OF THE PARTIES AND WK'S COMPENSATION HEREUNDER REFLECTS SUCH ALLOCATIONS. THE LIMITATIONS OF LIABILITY AND TYPES OF CLAIMS HEREBY LIMITED AND DISCLAIMED SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND ARE INTENDED BY THE PARTIES TO APPLY REGARDLESS OF THE FORM OF THE CLAIM OR ACTION (WHETHER BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT, STATUTE OR OTHERWISE), AND REGARDLESS OF WHETHER ANY LIMITED REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.
- 12.4 Limitations Period.** ANY CLAIM OR CAUSE OF ACTION ARISING UNDER OR OTHERWISE RELATING TO THIS AGREEMENT OR ANY ORDER FORM OR OTHER SUBJECT MATTER HEREOF OR THEREOF MUST BE COMMENCED WITHIN ONE (1) YEAR FROM THE DATE SUCH CLAIM OR CAUSE OF ACTION FIRST AROSE.

## 13 WARRANTIES AND DISCLAIMERS

- 13.1 Limited Warranty.** WK warrants to Customer that TeamMate will operate in substantial conformity with the then-current Documentation for a period of ninety (90) days following the date TeamMate is first delivered or made available to Customer for use. This warranty does not apply if TeamMate has

been: (i) improperly installed by Customer on premise or used on premise on an operating system that is not recommended; (ii) altered or modified, except by WK or its authorized representative; or (iii) made available or licensed for evaluation, testing, or demonstration purposes. The sole liability of WK and its Affiliates, suppliers, and licensors, and Customer's sole remedy, for any failure of TeamMate to conform to the foregoing warranty is to terminate the Order Form with respect to the non-conforming TeamMate product(s) and refund the portion of the Fees paid for such non-conforming TeamMate product(s). Any warranty claims must be made to WK in writing prior to the expiration of the ninety (90) day warranty period.

- 13.2 Warranty Exclusions for On-Premise TeamMate Product(s).** The warranties in Section 13.1 (Limited Warranty) do not apply to and, to the fullest extent permitted by law, WK shall have no responsibility for and hereby disclaims, breaches of warranty related to TeamMate when provided to Customer on-premise to the extent such breach arises from: (i) Customer operator errors; (ii) Customer hardware or operating system failures; (iii) the modification of TeamMate by any person other than WK (except as directed or authorized by WK); (iv) the combination of TeamMate with products or services not provided by WK (except as directed or authorized by WK); (v) use of any portion of TeamMate in a manner not permitted or contemplated by this Agreement or the Documentation; or (vi) use of an earlier Version of some or all of TeamMate other than the current Version or use of TeamMate without all Updates installed.
- 13.3 Services Warranty.** WK warrants to Customer that: (i) any Services provided by it will be performed in a professional and workmanlike manner; and (ii) for thirty (30) days following performance of Services, such Services shall meet the specifications set forth in the applicable Statement of Work. The sole liability of WK and Customer's sole remedy for any failure of Services to conform to the foregoing warranty is, at WK's sole option and discretion, one of the following: (i) re-perform the Services so that they conform to the foregoing warranty; or (ii) refund the Fees paid by Customer for the applicable non-conforming Services. Any warranty claims must be made to WK in writing prior to expiration of the thirty (30) day Services warranty period.
- 13.4 Export Compliance.** Customer agrees to handle TeamMate in compliance with all applicable export controls and economic sanctions laws, including, without limitation, by not exporting or transferring technology to, using technology for the benefit of, or making technology available for use by any person or entity identified on, or otherwise subject to restrictions imposed by the United States Department of the Treasury's Office of Foreign Assets Control's Specially Designated Nationals List or the United States Department of Commerce's Bureau of Industry & Security's Denied Persons, Entity, and Unverified Lists; located in any jurisdiction that is subject to comprehensive United States economic sanctions; or with whom United States persons are otherwise prohibited from engaging such transaction.
- 13.5 Disclaimers.** EXCEPT AS STATED IN THE PROVISIONS OF THIS SECTION 13 (WARRANTIES AND DISCLAIMERS), TEAMMATE PRODUCTS, SUPPORT, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. WK DISCLAIMS AND EXCLUDES ANY AND ALL OTHER REPRESENTATIONS, CONDITIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, SATISFACTORY QUALITY, PERFORMANCE WITH REASONABLE SKILL AND CARE, OR FITNESS FOR A PARTICULAR PURPOSE, IRRESPECTIVE OF ANY COURSE OF DEALING OR PERFORMANCE, CUSTOM OR USAGE OF TRADE. CUSTOMER BEARS THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE TEAMMATE PRODUCT. WK DOES NOT WARRANT THAT THE TEAMMATE PRODUCT OR ANY COMPONENT THEREOF WILL BE UNINTERRUPTED, THAT ITS USE OR OPERATION WILL BE ERROR OR DEFECT FREE, THAT THE TEAMMATE PRODUCTS OR ANY COMPONENT THEREOF WILL ALWAYS BE ACCESSIBLE OR AVAILABLE, OR THAT ALL DEFECTS WILL BE CORRECTED.

WK IS NOT AUTHORIZED TO PROVIDE TAX, ACCOUNTING, LEGAL, MEDICAL, COMPLIANCE OR INVESTMENT ADVICE. TO THE EXTENT TEAMMATE MAY SERVE AS A

TOOL THAT MAY HELP CUSTOMER WITH ANY TAX, ACCOUNTING, LEGAL, MEDICAL, COMPLIANCE OR INVESTMENT MATTERS, CUSTOMER IS SOLELY RESPONSIBLE TO DECIDE WHETHER ANY PRESENT OR FUTURE USE OF TEAMMATE WILL HELP ACHIEVE SUCH PURPOSE AND ALL PRODUCTS AND SERVICES PROVIDED BY WK PURSUANT TO THIS AGREEMENT SHOULD NOT IN ANY CASE BE DEEMED OR UNDERSTOOD AS A RECOMMENDATION, ENDORSEMENT, DIAGNOSIS, GUARANTEE OR WARRANTY OR A SUBSTITUTE FOR PROFESSIONAL JUDGMENT. **CUSTOMER AGREES THAT TEAMMATE IS NOT INTENDED TO REPLACE CUSTOMER'S PROFESSIONAL SKILL AND JUDGMENT AND IS NOT A SUBSTITUTE FOR THE ADVICE OF AN ATTORNEY OR OTHER PROFESSIONAL.** CUSTOMER IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE USE OF AND ACTIONS TAKEN OR OMITTED BASED ON TEAMMATE AND ANY AND ALL LIABILITY IN CONNECTION THEREWITH.

- 13.6 Third-party Products.** TeamMate may contain code, content, features, functionality, and components that are provided by third parties. Furthermore, TeamMate may require data and information from third parties in order to work properly. ANY SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND BY WK. ALL RIGHTS AND OBLIGATIONS WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS OR SERVICES SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS AND CONDITIONS OF AGREEMENTS PROVIDED BY SUPPLIERS OF SUCH THIRD-PARTY PRODUCTS OR SERVICES AND CUSTOMER HEREBY RELEASES WK FROM ALL LIABILITY AND RESPONSIBILITY WITH RESPECT THERETO.

## 14 CUSTOMER PROFESSIONAL RESPONSIBILITY AND WARRANTIES

Customer represents, warrants, and covenants that Customer has full power and authority to enter into and perform its obligations under this Agreement. Customer understands, agrees, and acknowledges that: (i) use of TeamMate does not relieve Customer of responsibility for the preparation, content, accuracy (including computational accuracy), and review of financial statements and work papers prepared by Customer while using TeamMate or any other work product generated by Customer while using TeamMate product(s); (ii) Customer will neither inquire nor rely upon WK for any tax, accounting, legal, or other professional or expert advice of any kind; and (iii) Customer will retrieve in a timely manner any electronic communications made available to Customer by WK. Customer is fully and solely responsible for: (a) selection of adequate and appropriate TeamMate product(s) to satisfy Customer's business needs and to achieve Customer's intended results; (b) use of TeamMate; (c) all results obtained from TeamMate; (d) selecting, obtaining and maintaining all hardware, software, computer capacity, internet service, program and system resources and other equipment and utilities needed for access to and use of TeamMate, and for all costs associated therewith; and (e) selection, use of, and results obtained from any other programs, computer equipment or services used with TeamMate.

## 15 TERM AND TERMINATION

- 15.1 Term.** This Agreement will become effective upon the Effective Date and will remain in force as stated in the Order Form unless and until terminated in accordance with the terms hereof. Thereafter, the Agreement will automatically renew for successive one (1) year renewal terms unless and until terminated upon not less than ninety (90) days prior written notice of Customer's intent not to renew. For the avoidance of doubt, any reduction in license fees will not be considered a termination as defined herein, but will only be honored and accepted once annually, and upon no less than ninety (90) days written notice before the renewal term effective date.
- 15.2 Termination for Cause.** Either party may terminate this Agreement for cause in the event a breach of obligation(s) is curable and such breach remains uncured thirty (30) days after receipt of written notice. WK may terminate this Agreement for cause immediately as specified in WK's written notice to customer in the event the breach of obligation(s) is incurable or if under the applicable bankruptcy laws or similar laws regarding insolvency or relief of debtors: (a) a trustee, receiver, custodian or similar officer is appointed for the Customer's business or property; (b) the Customer seeks to liquidate, wind-

up, dissolve, reorganize or otherwise obtain relief from its creditors; or (c) an involuntary proceeding is commenced against Customer and the proceeding is not stayed, discharged or dismissed within thirty (30) days of its commencement, in such case Customer agrees to use its best efforts to obtain court authorization, if required, to pay any and all fees to WK and its Affiliates.

- 15.3 Discontinuance.** WK reserves the right, in its sole and absolute discretion, to discontinue or modify TeamMate product(s) or any component, feature, service (including hosting services and Support) or content therein and related thereto, for any reason at any time by providing Customer with one hundred twenty (120) days prior written notice. If TeamMate is discontinued during the Term, then WK will, in its discretion, either: (i) provide Customer with a pro-rata refund of pre-paid but unused Fees for TeamMate and related Support; or (ii) provide Customer with access to a product or service having substantially similar functionality for the remainder of the then-current Term.
- 15.4 Effect of Termination.** Upon expiration or termination of this Agreement Customer shall cease all use of TeamMate and shall return to WK or destroy all Confidential Information provided by WK to Customer, including all copies of TeamMate and all portions thereof and certify to WK that it has done so. All earned and unpaid fees and expenses will become immediately due and payable to WK. Termination by WK pursuant to this Section 15 (Term and Termination) will not require payment of a refund to Customer of any sums paid and will not impact: (a) Customer's obligation to pay any and all fees that may otherwise be due hereunder; or (b) any remedies available to WK by law or equity. Unless specifically stated otherwise in this Agreement, the various rights, options, elections, powers, and remedies of WK shall be construed as cumulative and not one of them exclusive to any others, or of any other legal or equitable remedy.
- 15.5 Suspension.** In addition to any termination or suspension rights available to WK under this Agreement, if Customer materially breaches any of its obligations set forth herein, causes a security risk to or an adverse impact on the Services or any third-party, or subjects WK to any liability, WK may suspend access to Teammate until such breach(es) are cured. In the event that Customer fails to cure such breach(es), WK shall be entitled to exercise its termination rights (not subject to further cure rights) under this Agreement.

## 16 EVALUATION USE

If TeamMate is made available to Customer on an evaluation, demonstration, or trial basis, then this Agreement will govern Customer's access and use except as modified by this Section 16 (Evaluation Use). Any TeamMate product(s) made available to Customer for evaluation, demonstration or trial purposes shall only be accessed and used for a limited period. Certain functionality of such TeamMate product(s) may be disabled or restricted. If Customer is using TeamMate on an evaluation basis, commercial use of TeamMate is not authorized, is outside the scope of this Agreement, and is a violation of United States and international copyright laws. Access to TeamMate made available on an evaluation, demonstration or trial basis shall be terminated and disabled by WK upon the conclusion of the evaluation, demonstration, or trial. Customer must purchase a subscription license or perpetual license from WK before accessing or using TeamMate for any commercial purpose. The following sections of this Agreement shall not apply to any TeamMate Product(s) made available to Customer on an evaluation or trial basis: Section 2 (Fees, Taxes, Payment), Section 3 (License Grant), Section 7 (Support), Section 11 (Indemnities), Section 13.1 (Limited Warranty), and Section 15 (Term and Termination).

## 17 GOVERNING LAW AND DISPUTE RESOLUTION

- 17.1 Governing Law.** The parties consent to the application of the Governing Law to govern, interpret and enforce all rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The "Governing Law" shall be determined by the Customer's principal place of business, as follows: (i) in North, South or Central America, except Canada: "the laws of the State of New York, U.S.A."; (ii) in Canada: "the laws in the Province of Ontario, Canada"; (iii) in Europe, the Middle East and Africa: "the laws of England & Wales," in which event the provisions of Schedule A shall apply to this Agreement; and (iv) in Asia Pacific: "the laws of the



jurisdiction of incorporation of the WK legal entity listed on the Order Form”. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

- 17.2 Venue.** Any dispute arising under or relating to the subject matter of this Agreement shall be submitted for resolution in the method and to the venue as follows. If Customer’s principal place of business is located: (a) in the United States, disputes shall be submitted to a state or federal court in the Borough of Manhattan, New York City, New York; (b) in Canada, disputes shall be submitted to the federal or provincial courts in Toronto, Ontario; (c) in Central America or South America, disputes shall be submitted for arbitration in Miami, Florida, U.S.A., under the rules of the American Arbitration Association; (d) in Europe, the Middle East and Africa, disputes shall be submitted to arbitration in London, England, under the Arbitration Rules of the London Court of International Arbitration; (e) in Asia Pacific, disputes shall be submitted to arbitration in Sydney, (NSW) Australia, under the rules of the Australian Commercial Disputes Centre Ltd.
- 17.3 Injunctive Relief.** Each party agrees that any actual or threatened breach of certain sections of this Agreement (including, without limitation, confidentiality, intellectual property rights, and data security obligations) may cause irreparable harm for which monetary damages are inadequate. Either party may, in addition to any other remedies available at law, be entitled to seek immediate injunctive or other equitable relief restraining such actual or threatened breach, without the need to post any bond or show proof of any monetary damages.
- 17.4 Waiver of Jury Trial.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND UNCONDITIONALLY WAIVES ITS RIGHT TO A JURY TRIAL FOR ANY CLAIM OR DISPUTE ARISING OUT OF THIS AGREEMENT.
- 17.5 Arbitration Procedures.** Except for claims seeking emergency or temporary injunctive relief or other equitable relief pending arbitration (which either party may elect to pursue in any court of competent jurisdiction), the following procedures shall apply to any disputes under this Agreement to which arbitration applies as set forth in Section 17.2 (Venue). The language of the arbitral proceedings shall be English. Under no circumstances are the arbitrators authorized to make awards contrary to the damages exclusions, liability limitations, remedial and other provisions of this Agreement. The arbitration award shall be final and binding on the parties. All aspects of the arbitration proceeding and award shall be confidential. Any court having jurisdiction shall be entitled to enforce the agreement of the parties to arbitrate their disputes and enter judgment on any arbitral award hereunder.

## 18 GENERAL PROVISIONS

- 18.1 Assignment.** Customer may not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without WK’s prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) shall be deemed to be a transfer of rights, obligations or performance under this Agreement for which WK’s prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation or transfer in violation of this section is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 18.2 Force Majeure.** Except for payment obligations, neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, and occurring without that party’s fault, including but not limited to, acts of God, acts of government, flood, fire, civil unrest or war, acts of terror, labor strikes (other than those involving the party’s employees), imposition of sanctions or export restrictions, computer attacks or malicious acts, such as attacks on or through the internet, or failures of service of any telecommunications or internet service carriers or providers (“Force Majeure Event”). The party affected by the Force Majeure Event

will (i) use reasonable efforts after the start of the Force Majeure Event to notify the other party in writing of the Force Majeure Event including the likely or potential duration, if known, and the effect on its ability to perform any of its obligations under the Agreement; and (ii) use reasonable means to mitigate the effect of the Force Majeure Event on the performance of its obligations. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to the Force Majeure Event.

- 18.3 No Third-Party Beneficiary.** No third-party, other than WK's expressly permitted suppliers, licensors, agents, and subcontractors, including those listed on any Statement of Work, is intended to be nor will be a third-party beneficiary of any provision under this Agreement. WK and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.
- 18.4 Notices.** Any notice given under this Agreement shall be in writing and delivered to the other party by: (i) first class mail, postage prepaid; (ii) registered or certified mail, return receipt requested; or (iii) a nationally recognized courier service. All such notices shall be effective upon receipt. Notices to Customer shall be to the address and person listed on the Order Form, or to such other address as Customer may designate in writing. Notice to WK shall be to: Wolters Kluwer Financial Services, Inc., Attn: Legal Department, 28 Liberty Street, 26<sup>th</sup> Floor, New York, NY 10005.
- 18.5 Relationship of Parties.** Customer and WK expressly agree they are acting as independent contractors only, and nothing in this Agreement is intended to constitute a fiduciary relationship, partnership, joint venture, franchise, or agency. Under no circumstances shall any employees of one party be deemed employees of the other party for any purpose.
- 18.6 Severability.** In the event any provision of this Agreement is held to be illegal, or otherwise unenforceable, such provision will be severed, stricken, and replaced with a legal and enforceable provision which most closely reflects the intent of the parties with respect thereto and the remainder of this Agreement shall continue in full force and effect.
- 18.7 Survival.** Upon any expiration or termination of this Agreement, WK will have the right to immediately and indefinitely terminate Customer's access to and use of TeamMate. The termination or expiration of this Agreement will not affect any provisions of this Agreement which by their nature survive termination or expiration.
- 18.8 Waiver and Modification.** This Agreement may not be modified or amended except by a writing signed by both parties. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- 18.9 Entire Agreement and Precedence.** This Agreement, including its schedules and exhibits if any, and all Order Forms executed between the parties, collectively constitute the entire agreement between the parties and supersede and extinguish all prior and contemporaneous agreements, understandings, representations, warranties, proposals and communications, whether oral or written, between the parties relating to the subject matter of this Agreement. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order Form, schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the body of this Agreement; then, any applicable schedules or exhibits to this Agreement; then, any Order Form; then any exhibits or other attachments to any Order Form. In the event of conflict between this Agreement and any Order Form, the body of this Agreement shall govern and control, except to the extent such Order Form makes clear that this Agreement is being amended by such Order Form. Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of Customer relating to the subject matter of this Agreement or for TeamMate in any manner whatsoever is only entertained for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, regardless of any acknowledgement thereof by WK.

- 18.10 No Construction Against Drafter.** Each of the parties acknowledges that it has had the opportunity to be represented by legal counsel prior to entering into this Agreement, including any Order Form hereunder. As a consequence, in construing this Agreement including any Order Form hereunder, no provision hereof shall be construed in favor of one party on the ground that such provision was drafted by the other.
- 18.11 Online Terms.** WK may post duplicative and/or additional relevant terms, conditions and/or policies (“Online Terms”) at the online location where Authorized Users access TeamMate product(s). Authorized Users will be subject to such Online Terms from and after the date on which such Online Terms are first posted; provided, however, that to the extent that there is a conflict between this Agreement and any Online Terms, the terms of this Agreement will govern.

**TEAMMATE® DELIVERY ADDENDUM**

This Delivery Addendum sets forth additional terms and conditions applicable to TeamMate based upon Customer's on-premise or hosted delivery election. This Delivery Addendum is hereby incorporated into the TeamMate Terms and Conditions ("Agreement"), which shall govern WK's delivery of TeamMate, including by not limited to all limitations of liability and disclaimers of warranty, except as explicitly set forth herein. In the case of any conflict between this Delivery Addendum and the Agreement, the terms of this Delivery Addendum shall take precedence regarding the delivery of TeamMate. Any capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

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***AT CUSTOMER'S ELECTION AND AS INDICATED ON THE APPLICABLE ORDER FORM, TEAMMATE WILL BE DELIVERED EITHER:***

**ON-PREMISE:** On Customer's server or on a server managed by Customer's third-party provider.

***OR***

**HOSTED:** On WK's server or a server managed by WK or WK's third-party provider.

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**1. ON-PREMISE DELIVERY**

If TeamMate is licensed for on-premise use, WK will make TeamMate and the Documentation available to Customer after signing the Order Form. WK will be responsible for initial installation of TeamMate and will provide Services pursuant to the applicable Statement of Work. For purposes of the Agreement, the delivery date for TeamMate is the Effective Date. Customer's acceptance will be deemed thereupon, or, Customer's order or renewal of Support, or WK's performance of Services, as applicable. WK will bear all risk of loss for TeamMate until delivery to or download by Customer.

**2. HOSTED DELIVERY**

If TeamMate is licensed for use and hosted by or on behalf of WK, then WK will make TeamMate available to Customer via the internet on WK's own server or on a server managed by WK's third-party provider. Hosting includes one gigabyte (1GB) of production storage per Authorized User, and additional gigabytes are subject to additional Fees.

Customer may order hosting services either at the initial purchase of TeamMate, or at a later date, by signing a separate Order Form effective upon acceptance by WK. The hosting term will commence upon the date set forth on such Order Form and continue for an initial period of one (1) year. Thereafter, the hosting term will automatically renew for successive one (1) year renewal terms unless and until terminated upon not less than ninety (90) days prior written notice of Customer's intent not to renew. Upon any termination of hosting services, WK may immediately discontinue, and Customer shall immediately cease use of, the hosting services.

**TEAMMATE® SCHEDULE A**

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***THIS SCHEDULE A SHALL APPLY ONLY IN THE EVENT THE LAWS OF ENGLAND AND WALES ARE THE GOVERNING LAW OF THE AGREEMENT.***

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**Section 12.1 (Damages Exclusion) is replaced in its entirety with the following:**

Nothing in this Agreement shall exclude or limit WK's liability for fraud, death, or personal injury caused by its negligence, any breach of the obligations implied by s.12 Sale of Goods Act 1979 or s.2 Supply of Goods and Services Act 1982, or any other liability which cannot be excluded or limited by applicable law. Except as specifically provided in this subsection, WK shall have no liability for: (i) loss of income or revenue; (ii) loss of use of money; (iii) loss of actual or anticipated profits; (iv) loss of anticipated savings; (v) loss of opportunity; (vi) loss of goodwill or reputation; (vii) loss of, damage to, or corruption of data; (viii) wasted costs or expenditure (including, without limitation, costs of any replacement vendor and management and advisory costs); or (ix) any indirect or consequential loss or damage of any kind, in each case howsoever arising, whether such damage was foreseeable or in the contemplation of the parties and whether arising in or for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise.

**Section 18.3 (No Third-Party Beneficiary) shall include the following:**

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.