

Avetta, LLC

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("**Agreement**") is made and entered into between Avetta, LLC, formerly known as PICS Auditing, LLC ("**Avetta**") and the Client identified in any applicable Sales Order ("**Client**"). This Agreement and any applicable Sales Order shall govern Client's subscription to the Avetta's central access point and cloud based system containing Avetta's collection of database modules ("**Avetta Platform**").

Avetta and Client agree as follows:

1. **Subscription.**

1.1 **License to Access Avetta Platform.** Subject to the terms of this Agreement, Avetta hereby grants Client a subscription to the Avetta Platform ("**Subscription**") for Client's use solely from its facility location(s) (each a "**Corporate Instance**" or, if multiple locations, "**Corporate Instances**") specified in the Sales Order and as otherwise described in the Sales Order. The Subscription may be used solely for Client's own legitimate internal business purposes. Avetta reserves all rights not expressly granted to Client under this Agreement or in a Sales Order.

1.2 **Limitations on Use.** Client agrees that neither it nor its "**Affiliates**" (which shall be defined as a company, firm or individual that controls, is controlled by, or is under common control with the Client) shall (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Subscription, access to the Avetta Platform or the Avetta IP; (ii) modify or make derivative works based upon the Avetta Platform or the Avetta IP; (iii) reverse engineer any portion of the Avetta Platform; or (iv) use the Subscription to: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, or otherwise unlawful or tortious material; (c) send or store material containing software viruses or other harmful computer code; or (d) interfere with or disrupt the integrity or performance of Avetta Platform or the data contained therein. Client also agrees not to permit or enable any third party to do any of the foregoing.

1.3 **Affiliates.**

1.3.1 **Client's Affiliates.** Client's Affiliates shall be permitted to use the Subscription subject to the terms of this Agreement and the applicable Sales Order, except as specifically limited in the applicable Sales Order. Any rights extended to the Client's Affiliates under this Agreement shall not alter, change, increase or modify in any way Avetta's duties and obligations under this Agreement. Client shall ensure that each of its Affiliates using the Subscription as authorized herein agrees to be subject to the terms and conditions of this Agreement. Client shall remain liable for any and all acts or omissions in violation of the terms of this Agreement by any of Client's Affiliates and shall immediately notify Avetta of any violation of the terms of this Agreement by any of Client's Affiliates. Client shall provide Avetta with a written list of Client's Affiliates prior to permitting Client's Affiliates to use the Subscription.

1.3.2 **Avetta Affiliates.** Subscriptions furnished under this Agreement may be provided by Avetta and/or one of its Affiliates, as further detailed in the applicable Sales Order. Avetta may perform any or all of its obligations through its Affiliates or third parties so long as Avetta remains responsible for such obligations.

1.3.3 **Third Party Interactions.** During Client's use of the Subscription, Client may enter into correspondence with, purchase goods and/or services from, or participate in promotions of, Suppliers or other third parties showing their goods and/or services through the Subscription. Any such activity, and any terms, conditions, warranties or representations associated with such activity are solely between Client and the applicable Supplier or third-party. Avetta and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Client and any such Supplier or third party.

1.3.4 **Information Security. Privacy Shield.** Unless specifically authorized in this Agreement, Avetta shall not permit any third party to process "Personal Information" (as defined under the Privacy Shield regulations <https://www.privacyshield.gov>) without Client's prior written consent. Without limiting any other obligations in this Agreement, Avetta also represents and warrants that, to the extent it processes data provided by an Avetta Client for use on the Avetta Platform ("**Client Data**") from the European Union in the United States, it: (a) shall only process Client Data on behalf of and under the direction of Client, in Avetta's role as a service provider for Client should Client have certified its adherence to the EU-U.S. Privacy Shield Framework, as administered by the U.S. Department of Commerce and detailed at <https://www.privacyshield.gov> and (b) will take reasonable and appropriate steps to stop and remediate processing of Client Data not authorized under the Privacy Shield Principles.

2. **Order Process.**

2.1 **Sales Order.** Client shall order a Subscription(s) by signing a Sales Order. In the event of conflict or inconsistency between the terms of this Agreement and a Sales Order, this Agreement shall take precedence, unless a signed Sales Order expressly references a provision which it is intended to override.

2.2 **Purchase Order.** If Client's business practices require a purchase order number be issued prior to payment of any Avetta invoices issued pursuant to a Sales Order, then such purchase order number must be provided to Avetta prior to the Effective Date of such Sales Order. Client may specify the Purchase Order Number in the "Notes" of the Sales Order and forward a copy of the Purchase Order with such Sales Order. Any terms on any purchase order or other business form or writing that Client may provide to Avetta are expressly rejected will have no effect on the rights, duties or obligations of the parties under this Agreement.

2.3 **Supplier Contact.** In order to ensure the effectiveness of the Subscription, Client authorizes Avetta to directly contact its contractor and personnel connected with Client's Subscription ("**Suppliers**") which may be in the form of phone calls, emails, letters, and other forms of communication, and incorporating additional services and product upgrades to such individuals via the Avetta Platform.

3. **Fees and Payments.**

Avetta, LLC
MASTER SUBSCRIPTION AGREEMENT

- 3.1 **Payment.** Client shall pay all fees or charges as specified on each Sales Order ("**Fees**"). All payment obligations are non-cancelable and all amounts paid are nonrefundable (except as expressly stated in [Section 8](#) (Warranties) and [Section 9](#) (Indemnification). Unless otherwise set forth in the applicable Sales Order, payment terms are net thirty (30) days from the date of Avetta's invoice, without offsets or deductions of any kind, prices are stated in United States dollars, and payment is due in United States dollars.
- 3.2 **Taxes and Fees.** Avetta's Fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Client shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on Avetta's income. If Avetta has the legal obligation to pay or collect taxes (including VAT) for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client unless Client provides Avetta with a valid tax exemption certificate authorized by the appropriate taxing authority. If Client believes Client's bill is incorrect, Client must contact Avetta in writing within thirty (30) days of the date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.
- 3.3 **Billing Information.** Client agrees to provide Avetta with accurate billing and contact information and will provide Avetta with updates within thirty (30) days of any change to such information.
- 3.4 **Subscription Fee Changes.** Avetta reserves the right to modify its Fees with respect to the Subscription and to introduce new charges (to become effective upon the upcoming Renewal Subscription Term), by providing Client written notice at least thirty (30) days prior to the end of the then current Subscription Term .
- 3.5 **Suspension for Non-Payment.** In addition to any other rights granted to Avetta herein, Avetta reserves the right to suspend or terminate this Agreement, any related Sales Orders, and Client's access to the Avetta Platform if Client's account becomes delinquent and is uncured for a period of thirty (30) days from date of delinquency notice. Delinquent invoices are subject to interest of 1% per month on any outstanding balance, or the maximum permitted by law, whichever is less, from the date of the delinquency notice, plus all expenses of collection.

Client will continue to be charged for Fees during any period of Subscription suspension due to Client's delinquency. If Avetta initiates termination of this Agreement for cause, as further described in [Section 8](#) (Term and Termination), Client will be obligated to pay all remaining Fees due computed in accordance with their terms for the remainder of the Initial Subscription Term or Renewal Subscription Term, as applicable.

4. Term and Termination.

- 4.1 **Agreement Term.** This Agreement shall begin on Effective Date of the first applicable Sales Order hereunder and shall continue in effect until all Sales Orders with Client have expired in accordance with the terms of such Sales Orders, unless this Agreement is sooner terminated as provided herein. Avetta Subscription services are deemed to be delivered upon delivery of Client's access to the Avetta Platform.
- 4.2 **Sales Order(s) Subscription Term.** An applicable Sales Order will begin on the Effective Date of the applicable Sales Order and shall continue for the initial Subscription Term specified in such Sales Order. Unless otherwise set forth in an applicable Sales Order, or unless this Agreement is terminated as described in [Section 4.3 \(below\)](#), upon expiration of the initial Subscription Term of any Sales Order, such Sales Order(s) will renew automatically for a subsequent Renewal Subscription Term of twelve (12) months (subject to any Fees adjustment as set forth in [this Agreement](#)), unless either party notifies the other party of its intent to terminate at least sixty (60) days prior to the end of the then current Subscription Term.
- 4.3 **Termination.** Either party may terminate this Agreement (and any Sales Orders then in effect) (i) if the other party breaches any material term of this Agreement and fails to cure such breach within sixty (60) days after delivery of notice of such breach; or (ii) immediately upon notice if the other party (A) is in breach of any of its obligations with respect to confidentiality, Privacy Laws, or misuse or infringement of the Intellectual Property Rights of the other; or (B) is subject to any events of insolvency or entering into a scheme, proceeding, or voluntary arrangement with its creditors for partial discharge of indebtedness.
- 4.4 **Survivability of Obligations.** All provisions of this Agreement relating to confidentiality, privacy, nondisclosure, proprietary rights, limitation of liability, warranties, indemnification, payment obligations, and all other obligations in this Agreement that expressly or by their nature should survive termination shall survive the termination or expiration of this Agreement. Termination shall not, in and of itself, relieve any party of its responsibility for the breach of any obligation having accrued before the date of termination.

5. Responsibilities.

- 5.1 **Client Responsibility for Users.** Client is responsible for all activity and compliance occurring under Client's User accounts and for its employees, representatives, consultants, Suppliers or agents who are authorized by Client (each a "**User**") to use Client's Subscription.
- 5.2 **Privacy Laws.**
- 5.2.1 **Client Obligations.** Client shall comply with all applicable Privacy Laws, all other applicable U.S. laws and regulations including export restrictions, and all privacy and other laws applicable. Client shall not make Client's login IDs or passwords available to any third party, shall take reasonable steps to prevent unauthorized access to its login IDs and passwords, and shall not allow the use of the same login ID by two or more Users. Client shall notify Avetta immediately of any unauthorized use of any account or any other suspected breach of security with respect to the Subscription; without limiting the foregoing, Client is responsible utilizing its own security procedures, and for configuring

Avetta, LLC

MASTER SUBSCRIPTION AGREEMENT

and using the security features of Avetta Platform and the security of data and documents used in conjunction with the Avetta Platform, as necessary to meet its obligations under applicable privacy, security, and data protection laws.

5.2.2 Avetta Obligations. Avetta (i) will abide by all applicable Privacy Laws in connection with the operation of Avetta Platform; and (ii) will include reasonable and appropriate technical, organizational and security measures against the destruction, unavailability, or unauthorized access of Client Data in the possession or under the control of Avetta; provided, however, that nothing herein contained shall require that Avetta be responsible for any EU privacy laws which require Avetta to (a) operate outside of the last fully adopted EU Privacy Shield mandates; (b) materially alter the manner, configuration, or location in which Avetta provides the Subscription (by way of example, requiring that hosting service or data centers be outside of the U.S.); or (c) require Avetta to operate outside of U.S. laws. Notwithstanding any of the other terms in this Agreement, any additional issues regarding the governance or compliance of Client Data shall be governed by the Avetta Privacy Policy <insert link>.

6. Client Data.

- 6.1 Client Data Ownership. Avetta will not own any Client Data. Client, not Avetta, shall have sole responsibility for the accuracy, quality, integrity, legality, and intellectual property ownership or right to use all Client Data, and Avetta shall not be responsible or liable for the deletion, correction, destruction, damage, or loss of Client Data not caused by Avetta.
- 6.2 Client Data License. Client hereby grants to the Avetta a perpetual non-exclusive, non-transferable (except as expressly provided herein), fully-paid, worldwide license and right to use, copy, transmit, sub-license, index, model, aggregate, publish, display and distribute the Client Data to provide the services regarding the Avetta Platform, and to perform research and development activities and statistical analysis, develop analytic models and to develop and provide other products and services. Client agrees and acknowledges such aforementioned license includes the right to, following the termination of the applicable Sales Order, use, copy, transmit, sub-license, index, model, aggregate, publish, display and distribute the Client Data to provide the services regarding the Avetta Platform, to perform research and development activities and statistical analysis, develop analytic models and to develop and provide other products and services. In addition, Avetta is not obligated to (a) retain or maintain any Client Data, customized applications, technology, or property for longer than 30 days after termination of the applicable Sales Order and (b) transfer or assist in the transfer of any Client Data, customized applications, technology, or property after the termination of the applicable Sales Order.
- 6.3 Client Data Storage. Avetta reserves the right to notify Client and limit storage of Client Data if the storage of Client Data becomes disproportionate, unreasonable or needlessly burdensome in Avetta's discretion.
- 6.4 Client Data Representation. Client represents and warrants to Avetta that it has the right to provide the Client Data to the Avetta Platform and that neither the provision of the Client Data to Avetta nor Avetta's use of such Client Data in accordance with this Agreement infringes or violates any intellectual property rights, publicity, privacy, confidentiality, contractual or other rights or Privacy Laws.

7. Intellectual Property Ownership

- 7.1 Avetta Rights. Avetta (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Avetta Subscription, Avetta IP, Avetta Platform, services and each of its component modules (and all of the underlying technology, software and analytics), and data provided by Avetta, any models, methods, algorithms, discoveries, inventions, modifications, customizations, enhancements, extensions, derivatives, materials, ideas and other work product that is conceived, originated or prepared in connection with the Avetta Platform or related to this Agreement.
- 7.2 Client Rights. Except for the limited rights to the Subscription expressly granted to Client hereunder, no other rights are granted and no other use is permitted. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to Avetta Platform, the Avetta IP, or the Intellectual Property Rights owned by Avetta. The Avetta name, the Avetta logo, and the product names associated with the Avetta Platform are trademarks of Avetta, and no right or license is granted to use them.

8. Warranties.

- 8.1 Authority. Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
- 8.2 Subscription Warranty. Avetta further represents and warrants that Avetta will use reasonable technical means to ensure that the Subscription provided to Client does not contain any disabling devices, viruses, Trojan horses, trap doors, back doors, Easter eggs, time bombs, cancelbots, or other computer programming routines designed to damage, surreptitiously intercept or expropriate any other software or data. In the event of a breach of this warranty, Client's sole remedy and Avetta's sole obligation will be for Avetta to make reasonable commercial efforts to correct the non-conformity within ninety (90) days after Client's written notice.
- 8.3 Disclaimer of Warranties. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 8.2 (Subscription Warranty), Avetta MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. Avetta EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, CORRECTNESS, COMPLETENESS OR CORRESPONDENCE WITH DESCRIPTION AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Avetta DOES NOT WARRANT THAT Avetta Platform OR ITS COMPONENTS IS OR ARE OR WILL BE ERROR-FREE, WILL MEET CLIENT'S REQUIREMENTS, OR BE TIMELY OR SECURE, OR CONCERNING THE VIABILITY, ENFORCEABILITY, OR COMPLIANCE OF USING THE AVETTA PLATFORM SUBSCRIPTION SERVICES IN A PARTICULAR COUNTRY AND/OR

Avetta, LLC
MASTER SUBSCRIPTION AGREEMENT

FOR A PARTICULAR PRODUCT OR SERVICE. ALL SERVICES PROVIDED BY AVETTA HEREUNDER ARE PERFORMED AND PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS.

- 8.4 Disclaimer of Qualification, Regulatory and Compliance Information. Avetta may provide information to Client when implementing and providing the Subscription and while providing the services, including but not limited to information on regulations, interpretation of regulations, compliance, insurance and qualifications, certifications and licenses for employees of Suppliers (collectively, "**Compliance Information**"). Such Compliance Information is offered for informational purposes only and Avetta does not warrant the Compliance Information in any way.
- 8.5 Internet Delays. Client acknowledges that (A) neither Avetta, nor its third party providers controls Client equipment or the transfer of data over communications facilities (including the Internet); and (B) the Avetta Services may be subject to limitations, interruptions, delays, cancellations, and other problems inherent in the use of the communications facilities (including search engines and social media channels). Avetta, its Affiliates, and its third party providers are not responsible for any interruptions, delays, cancellations, delivery failures, data loss, content corruption, packet loss, or other damage resulting from these problems.

9. Indemnification; Infringement.

- 9.1 Avetta Indemnification. Avetta shall indemnify and hold Client, Client's Affiliates, officers, directors and employees, harmless from and against all costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) to the extent arising out of or in connection with any unaffiliated third party claim (collectively "**Claims**") (1) alleging that the use of the Subscription in accordance with this Agreement infringes a U.S., European Union, Canadian, or Australian registered patent, or any copyright, or any trademark right of a third party or (2) resulting from a breach of Section 11 (Confidentiality) of this Agreement by Avetta.
- 9.2 Client Indemnification. Client shall indemnify and hold Avetta, Avetta's Affiliates, officers, directors and employees, harmless from and against all costs, damages, losses, liabilities and expenses (including reasonable legal fees and costs) to the extent arising out of or in connection with any unaffiliated third party claim (collectively "**Claims**") (1) resulting from any unauthorized use by Client or Client's Affiliates or Client Users of the Avetta Platform or Subscription or breach of Client's or Client's Affiliates' warranties regarding the Client Data, (2) resulting from a breach of Section 11 (Confidentiality) of this Agreement by Client or Client's Affiliates, or (3) resulting from the use of or the reliance upon the Compliance Information by Client.
- 9.3 Indemnification Procedures. The indemnifying party's obligations under this Section 7 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); (c) providing to the indemnifying party all available information and reasonable assistance; and (d) not compromising or settling such Claim without the indemnifying party's approval (such approval not to be unreasonably withheld).
- 9.4 Infringement. With respect to Avetta's indemnification obligations in connection with any Claim of infringement, if (x) any aspect of the Subscription or the Avetta Platform system is found or, in Avetta's reasonable opinion may likely be found, to infringe upon the Intellectual Property Right of a third party, or (y) the continued use of the Subscription is enjoined, then Avetta will promptly and at its own cost and expense at Avetta's option: (i) obtain for Client the right to continue using the Subscription; (ii) modify the item(s) in question so that they are no longer infringing; or (iii) replace such item(s) with a non-infringing functional equivalent. Avetta shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Subscription supplied with any product, device, or software not supplied by Avetta to the extent the combination creates the infringement; or (ii) the unauthorized alteration or modification by Client of any aspect of Avetta Platform or improper use of the Subscription. THE FOREGOING IS AVETTA'S SOLE OBLIGATION AND CLIENT'S AND CLIENT'S AFFILIATES' EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS FOR INFRINGEMENT.

10. Limitation of Liability.

- 10.1 Limitation on Types of Recoverable Damages. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 (Indemnification; Infringement), OR A BREACH OF SUCH PARTY'S CONFIDENTIALITY OBLIGATIONS AS SET FORTH IN SECTION 11, OR CLIENT'S PAYMENT OBLIGATIONS PURSUANT TO THIS AGREEMENT AND THE APPLICABLE SALES ORDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT EXCEED THE AMOUNTS ACTUALLY PAID BY OR DUE FROM CLIENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- 10.2 Limitation on Types of Recoverable Damages. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9 (INDEMNIFICATION, INFRINGEMENT) OR ANY VIOLATION OF AVETTA'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING WITHOUT LIMITATION LOSS OF REVENUE, PROFITS, USE, GOODWILL, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF DATA, COST OF COVER, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM GIVING RISE TO SUCH DAMAGES IS BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

10. Use of Names and Marks.

- 10.1 Client Name and Mark. During the term of this Agreement, in order to minimize questions from the Client's supply chain regarding its relationship with Avetta and to facilitate the deployment of the Avetta Services for the Client's benefit, Avetta will

Avetta, LLC

MASTER SUBSCRIPTION AGREEMENT

place the Client's name and logo on the Avetta website, along with a notification document to validate the Avetta Services with the Client's supply chain. Any other use of the Client's name, trademarks or service marks is subject to Avetta's submission of the proposed use in each instance and the Client's right to review and approve each such proposed use.

10.2 **Avetta Name and Mark.** Any use of Avetta's name, trademarks or service marks is subject to Client's submission of the proposed use in each instance and Avetta's right to review and approve each such proposed use.

10.3 **Media Releases.** Except for the use set forth in [Section 10.1](#) (Client Name and Mark), or any announcement intended solely for internal distribution or any disclosure required by legal, accounting, or regulatory requirements beyond the reasonable control of the parties, all media releases, public announcements, or public disclosures for general distribution (including, but not limited to, promotional or marketing material) by either party, relating to this Agreement, its existence, terms or subject matter, other than general statements that a contractual relationship exists between the parties, will be coordinated with and approved in writing by the other party prior to its release.

11. **Confidentiality.** Each party (as a "**Receiving Party**" hereunder) shall not disclose to any third party, any Confidential Information of the other party (as a "**Disclosing Party**" hereunder) provided to such Receiving Party in anticipation of, or in connection with the performance of, this Agreement. As used herein, the term "**Confidential Information**" refers to all Client Data, the Avetta Platform, and all Avetta IP (including, without limitation, all third-party personal identifying information contained therein), Client's login IDs and passwords, all pricing terms offered to Client under any Sales Order, and, in addition, any other all financial, technical, commercial, or other information concerning the business and affairs of the Disclosing Party which is (a) conspicuously designated as "Confidential" when provided as information fixed in tangible form or in writing (e.g., paper, disk or electronic mail), or (b) identified as confidential at the time of disclosure and confirmed in writing to be confidential within thirty (30) days of disclosure if disclosed verbally. Confidential Information does not include information which (i) becomes generally available to the public other than as a result of a disclosure by the Receiving party, (ii) was available to a party on a non-confidential basis prior to its disclosure by the other party, (iii) becomes lawfully available to a party on a non-confidential basis from an independent third party, or (iv) is independently developed by the Receiving Party without use or reference to Disclosing Party's Confidential Information. The Receiving Party will not use Confidential Information for any purpose other than carrying out its obligations as set forth in this Agreement and shall not disclose Confidential Information to any third party, without the prior written consent of the Disclosing Party and an agreement in writing from the third party that it will adhere to the confidentiality obligations imposed herein. Third parties shall not include agents of the Receiving Party, employees or Affiliates of the Receiving Party, attorneys, accountants, and other professional advisors of the Receiving Party, or potential acquirers of Receiving Party, in each case such person or entity must have a legitimate reason to have access to such Confidential Information and must be under a duty to protect such Confidential information which duty is substantially equivalent to the obligations contained herein. Each Receiving Party's confidentiality obligations with respect to such Disclosing Party's Confidential Information shall survive the termination or expiration of this Agreement. Confidential Information which is required to be disclosed under legal process may be so disclosed only to the extent required, provided the Disclosing Party is given prior notice as promptly as practicable, and the party compelled to make the disclosure reasonably cooperates with the Disclosing Party in any efforts to protect the Confidential Information in the context of the proceeding.

12. **Provisions of General Applicability.**

12.1 **Notices.** All legal notices (e.g., claimed breach or termination of Agreement or Sales Orders) required to be provided under this Agreement must be delivered in writing (a) in person (b) by nationally recognized overnight delivery service with proof of delivery, or (c) by U.S. certified mail (requiring signature) to the other party at the address set forth beneath such party's signature. All other notices and billings may be made by e-mail transmitted as specified on the Sales Order. All notices shall be deemed to have been given upon receipt or, in the event of U.S. certified mail, at the date of refusal if refused.

12.2 **Assignment.** Neither party may assign this Agreement to any third party except upon the other party's prior written consent; provided, however, that no such consent shall be required in the event of an assignment to a successor-in-interest to the business or substantially all of the assets of the assigning party whether by merger, reorganization, consolidation, sale of all or substantially all its assets or other means. Notwithstanding the foregoing, Client shall not assign this Agreement to any third party which is a competitor to Avetta without receiving Avetta's prior written consent. Any purported assignment in violation of this Section shall be void.

12.3 **Governing Law; Jurisdiction.** This Agreement shall be governed by California law, without giving effect to any laws which would result in the application of the law of another jurisdiction.

12.4 **Compliance with Laws.** In performing its duties under this Agreement, each party shall at all times comply with all applicable international, federal, state and local laws and shall not engage in any illegal or unethical practices, including without limitation the Foreign Corrupt Practices Act of 1977 and any anti-boycott laws, as amended, and any implementing regulations and shall at its own expense undertake all necessary actions to ensure that the agreement is enforceable. Without limiting any of the foregoing, each party agrees that it shall not download, export, or re-export any software or technical data received hereunder, regardless of the manner in which received, (a) into, or to a national or resident of, any country to which the United States has embargoed goods, or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders.

Each party shall indemnify and hold the other party harmless from and against any liabilities, damages, costs and expenses, including reasonably attorneys' fees and costs, resulting from any breach by it of this Section 12.4.

12.5 **Attorney's Fees.** In any litigation, arbitration or other proceeding arising out of or relating to this Agreement, or any of the transactions or relationships between the parties contemplated hereunder, whether sounding in contract, tort, statute, equity, declaratory relief, or otherwise, and further including any costs of collection, the prevailing party in any such proceeding, action, or appeal thereon, shall be entitled to its attorneys' fees, costs, and other fees and expenses reasonably incurred.

Avetta, LLC
MASTER SUBSCRIPTION AGREEMENT

12.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provisions shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provisions, with all other provisions remaining in full force and effect.

12.7 Independent Parties. No joint venture, partnership, employment, or agency relationship exists between Client and Avetta as a result of this Agreement or use of the Subscription. In addition, nothing in this Agreement shall obligate Avetta to pursue any of its operations in any specific market, regions or countries; any such decision regarding Avetta's operations shall vest solely in Avetta.

12.8 No Waiver. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing.

12.9 Injunctive Relief. Actual or threatened breach of obligations arising under this Agreement with respect to intellectual property rights, privacy, data protection, and confidentiality will cause immediate, irreparable harm that is difficult to calculate and cannot be remedied by the payment of damages alone. Either party will be entitled to seek preliminary and permanent injunctive relief and other equitable relief for any such breach.

12.10 No Third Party Rights. This Agreement shall not confer any rights or remedies upon any person other than the parties hereto and their permitted successors and assigns.

12.11 Force Majeure. Neither party shall be liable for failure to perform its obligations under this Agreement (except for any payment obligations) to the extent that performance is delayed, prevented, restricted or interfered with as a result of any causes beyond its reasonable control, including acts of God, terrorism, labor action, fire, flood, earthquake, governmental acts, orders or restrictions, failure of third-party providers, denial of service attacks and other malicious conduct, utility failures or power outages.

12.12 United Nations Convention on Contracts; English Language. The United Nations Convention on Contracts for International Sale of Goods is hereby excluded. The official text of this Agreement shall be the English language, and such English text shall be controlling in all respects, notwithstanding any translation hereof required under the laws or regulations of another country. All notices, requests, communications and proceedings under this Agreement shall be in the English language.

12.13 Construction; Headings. No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it. All headings are for ease of reference only and not intended to affect meaning or interpretation.

12.14 Entire Agreement. This Agreement, together with any applicable Sales Orders, comprises the entire agreement between Client and Avetta regarding the subject matter contained herein and supersedes all prior or contemporaneous negotiations, representations, discussions, or agreements.

12.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which constitutes an original and all of which taken together constitutes the same agreement.

12.16 Signatures. Each party may sign this Agreement using an electronic or handwritten signature, which are of equal effect, whether on original or electronic copies.