

EXALT SOLUTIONS, INC.

PLATFORM TERMS OF SERVICE

The following Platform Terms of Service apply to **all users** of the Platform Services (defined below) of eXalt Solutions, Inc., a Delaware corporation (“**eXalt**” or “**we**”). Users accept these Platform Terms of Service to create a binding agreement with eXalt (the “**Agreement**”) in any of the following ways:

- For any business entity that orders Platform Services directly from eXalt (a “**Customer**”), these Platform Terms of Service, together with any executed statement of work or other ordering form referencing them (an “**SOW**”), the Service Level Agreement located at <https://www.exaltsolutions.com/privacyandterms> (“**SLA**”), and any additional exhibits, schedules and addenda attached to an SOW, combine to constitute the Agreement between the Customer and eXalt.
- For any business entity for which a Tenant Environment (defined below) is created or configured within the Platform Services of a Customer (a “**Tenant**”), such Tenant agrees that any access to or use of the Platform Services in connection with such Tenant is subject to these Platform Terms of Service. A Tenant Environment may be ordered and paid for by either the Customer or the Tenant, as follows:
 - (i) If the Customer orders or pays for the Tenant Environment, a statement of work may be issued with respect to such Tenant Environment; however, such statement of work is for administrative, billing, or configuration purposes only and does not define or modify the Platform Services or grant any rights to the Tenant. The Tenant Environment is provided as part of the Platform Services made available to Customer pursuant to one or more statements of work between Customer and eXalt;
 - (ii) If the Tenant orders or pays for the Tenant Environment, any statement of work entered into with or by such Tenant is for administrative and billing purposes only, does not govern the Platform Services or the Tenant Environment, does not modify these Platform Terms of Service or any statement of work between Customer and eXalt, and does not grant any rights to the Tenant except with respect to payment obligations expressly set forth in that statement of work.

In all cases, the Platform Services, including any Tenant Environment, are governed by these Platform Terms of Service and, as applicable, the statements of work between Customer and eXalt.

- For individuals who are authorized by a Customer to use the Platform Services but are not Customers themselves, by using the Platform Services, the individual agrees to comply with these Platform Terms of Service; **any such individual who does not agree to these Platform Terms of Service may not use the Platform Services.** Individual Users are bound by and must comply with these Platform Terms of Service, but except as expressly provided herein, Users have no independent rights under this Agreement, and any rights or claims relating to the Platform Services may be asserted only by the Customer.”

In these Platform Terms of Service, references to “**you**” mean the Customer or individual User that agrees to use the Platform Services in compliance with these Platform Terms of Service.

eXalt retains the right to modify these Platform Terms of Service at any time and from time to time. Updated Terms will be posted on this site. When material changes are made, eXalt will provide notice through the Platform Services or by other reasonable means. Continued use of the Platform Services after the updated Terms are posted constitutes acceptance of the modified Terms. If you do not agree to the modified Terms, you must stop using the Platform Services.

Agreement

You and eXalt hereby agree as follows:

(a) **Background and Definitions:** eXalt hosts personalized web Platform Services for its customers.

“**API**” means any application programming interface, endpoint, or other programmatic access mechanism made available by eXalt as part of the Platform Services, including any associated credentials, tokens, or authentication methods.

“**Customer**” means the entity identified in the applicable Statement of Work that enters into this Agreement with eXalt and is authorized to access and use the Platform Services, including any Customer Portal and associated Tenant Environments.

“**Customer Portal**” means the configured instance of the Platform Services provisioned by eXalt for a specific Customer, including any customization, branding, content, integrations, and workflows specific to that Customer.

“**External Systems**” means any software, systems, applications, automated processes, scripts, integrations or agents, including any artificial intelligence or machine learning-based systems, that are not part of the Platform Services and that access, interface with, or interact with the Platform Services.

“**Libraries**” means data sets, content, and other materials made available by eXalt through the Platform Services for use by Customer.

“**Platform Services**” means the SaaS platform provided by eXalt called Knowledge Work as a Service (KWaaS), including all underlying functionality, infrastructure, and services. The Platform Services may be accessed or interacted with through various interfaces and mechanisms, including graphical user interfaces, APIs, automated agents or workflows, integrations with External Systems, and other communication or interaction methods (including email-based interactions).

“**Submitted Content**” means all data, content, materials, and information submitted to, uploaded to, or otherwise made available through the Platform Services by or on behalf of Customer, its Users, or any Tenant or Users associated with a Tenant Environment, including any branding, pricing data, part numbers, or other proprietary information.

“**Tenant**” means a third-party entity for whose benefit a Tenant Environment is created or configured within a Customer Portal.

“Tenant Environment” means a distinct, configured environment within a Customer Portal created by or on behalf of the Customer for use by, or in connection with, a specific third party Tenant, which may include separate branding, content, integrations, or functionality.

“User” means any individual who is permitted to access or use the Platform Services in connection with a Customer Portal or Tenant Environment, including individuals who register using an email address associated with domains or other access criteria configured, approved, or otherwise authorized by the Customer.

“User Account” means an account established by or on behalf of a User to access certain features or functionality of the Platform Services, identified by a unique identifier (such as an email address or user ID) and authenticated using one or more credentials (including passwords, tokens, or other authentication mechanisms).

(b) Grant of License by eXalt.

eXalt grants each Customer and its authorized Users (including Users associated with any Tenant Environments), a non-exclusive, non-transferable license to access and use the Platform Services during the term of the applicable SOW(s) (the **“Term”**) solely in accordance with this Agreement.

Any access to or interaction with the Platform Services by External Systems shall be deemed access and use by Customer and its authorized Users and shall be subject to the terms and restrictions of this Agreement.

eXalt will provision, host, and manage the Customer Portal and any associated Tenant Environments as part of the Platform Services. You may use the Platform Services to configure content, settings, and workflows within your Customer Portal and any associated Tenant Environments.

Customers may permit Users to access and use only their respective Customer Portal and associated Tenant Environment to:

- i. access and store data sets from Libraries;
- ii. upload price lists, part numbers, and similar information (all such information, **“Submitted Content”**);
- iii. produce, cache, display, and transmit the Libraries and Submitted Content;
- iv. copy, download, and export incidental excerpts of the Libraries and Submitted Content in the ordinary course of permitted use of the Platform Services; and
- v. download or export limited portions of such content and outputs as part of the normal use of the Platform Services.

For the avoidance of doubt, any right to access or use the Libraries must occur within the Platform Services and in connection with a Customer Portal or Tenant Environment.

(c) Tenant Environments.

Customer may request that we create and manage Tenant Environments for the benefit of their Tenants. Customer is solely responsible for all access to and use of the Platform Services by any Tenant it authorizes and its Users.

Tenant Environments are not independently licensed services. Tenants shall have the same obligations as the Customer under sections (e), (f), (g), (j), (k), (l), (n), (r), (s), and (t) with respect to Tenant's own content, Proprietary Information. Each Tenant also acknowledges that its access to a Customer's Platform Services is at the discretion of the Customer, and eXalt is not responsible for any actions of the Customer vis-à-vis any Tenant it authorizes.

A Tenant may have rights in and to its own content, branding, and proprietary information made available through the Platform Services, but has no independent rights to access or use the Platform Services except as authorized by the applicable Customer. Nothing in this Agreement grants any Tenant independent rights to the Platform Services, except with respect to its own content, branding, and proprietary information.

For the avoidance of doubt, any Tenant that purchases or pays for a Tenant Environment does so solely for administrative or billing purposes. All rights, obligations, and terms governing the Platform Services are established under this Agreement between eXalt and the associated Customer, and the Customer retains primary control over access to and use of the Platform Services, including any Tenant Environments.

(d) Libraries.

i. Some Libraries may be made available to you at no charge while other Libraries may be purchased for a fee. In addition, some Libraries may come with additional restrictions on use.

ii. Some Libraries incorporate content made available by third parties. eXalt is not responsible for any content that originates from a source other than eXalt. eXalt does not guarantee the accuracy of any content. eXalt shall not be liable for any inaccurate content, including, but not limited to any loss or damage of any kind incurred as a result of the use of any Library.

iii. You are solely responsible (and eXalt has no responsibility to you or to any third party) for your use of any Library, any breach of your obligations under the Agreement, and for the consequences (including loss or damage of any kind which eXalt may suffer) of any such breach.

iv. eXalt and/or third parties own all right, title and interest in and to each Library, including without limitation all applicable Intellectual Property Rights (defined below). You will not, and will not allow any third party to, (i) copy, sell, license, distribute, transfer, modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any Library, unless otherwise permitted, (ii) use any Library to access, copy, transfer, transcode or retransmit content in violation of any law or third party rights, or (iii) remove, obscure, or alter eXalt's or any third party's copyright notices, trademarks, or other proprietary rights notices affixed to or contained within any Library.

v. Libraries are updated on a frequent basis. eXalt will use commercially reasonable

efforts to reflect all updates for relevant Libraries on your Customer Portal. You agree to such automatic updating of that Library.

(e) Programmatic and External Access. Access or interaction with the Platform Services, through APIs or any External Systems is subject to the terms of this Agreement and the following additional conditions:

- i) Users and External Systems may access and use the Platform Services solely as permitted under this Agreement.
- ii) **No extraction/replication.** Users and External Systems shall not extract, download, aggregate, scrape, or systematically access data, Libraries, or functionality of the Platform Services in a manner intended to replicate, reconstruct, or create a substitute for the Platform Services, Libraries, any Customer Portal, any Tenant Environment, or any portion thereof, except as expressly permitted.
- iii) **No Competitive Use.** Users and External Systems shall not use the Platform Services or any outputs, workflows, or data derived therefrom to train, develop, improve, or enable any competing or substitute product, service, or system.
- iv) **No Sharing.** Users shall not share authentication credentials, and External Systems shall not use shared or unauthorized credentials, except as expressly permitted.
- v) **Limits.** eXalt may impose and enforce reasonable usage limits, rate limits, and technical restrictions and may suspend or limit access in the event of misuse, excessive usage, or security risk.
- vi) Users and External Systems shall not access or use the Platform Services in a manner intended to replicate, emulate, reverse engineer, or create a substitute for any agents, workflows, decision logic, or functionality of the Platform Services.
- vii) Customer shall ensure that all access to and use of the Platform Services by Users and External Systems complies with this Agreement and shall be responsible for all such access and use.

(f) Your Responsibilities You will not make the Platform Services available to anyone other than Users as permitted by the Agreement. Customer shall not, and shall ensure that its Users and Tenants do not:

- i. copy, extract, download, or create derivative works of the Libraries except as expressly permitted;
- ii. distribute, sublicense, resell, or make the Libraries available outside of the Platform Services, or otherwise commercially exploit the Platform Services or any Customer Portal or Tenant Environment except as expressly authorized in a SOW;
- iii. use the Platform Services or export any Library and/or any information, document, image, communication or other transmission generated or received in connection with the Platform Services (A) in violation of the laws of any jurisdiction; (B) to develop or support any competing data set, product, or service, build a competitive product or service, build a product or service using similar ideas, features, functions or graphics of the Platform

Services, or copy any ideas, features, functions or graphics of the Platform Services; (C) in any manner that may cause loss or damage to any person; (D) as a benchmark, reference, or input for developing a competing or substitute platform or service; or (E) for purposes of building or populating any external database or system.

iv. charge any person for access to or use of the Platform Services, including any Customer Portal or Tenant Environment, except in connection with services expressly provided by eXalt under an applicable SOW;

v. post, upload, or otherwise transfer by any means any document, image, communication, or other transmission into the Platform Services which (A) infringes the intellectual property rights of any third party, (B) is obscene or constitutes child pornography, (C) is defamatory, (D) contains any computer code intentionally designed to disrupt, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Platform Services or any associated Library, software, firmware, hardware, computer or network, (E) contains any personally identifiable information, including account names, from the Platform Services about the likeness of a living person; or (F) contains any “electronic protected health information” as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (hereinafter “HIPAA Protected Data”) using the Platform Services. Without limiting any other available remedies, eXalt reserves the right to edit or delete any document, image, communication, or other transmission that is Submitted Content;

vi. collect information from children under the age of 13 or submit, publish, input, add, store, or upload any content about a minor using the Platform Services.

vii. use or launch any automated system, including without limitation, robots, spiders or offline readers that access the Platform Services;

viii. modify, distribute, translate, reverse engineer, decompile, disassemble or create derivative works based on the Platform Services or the Libraries or any other work found at, contained on or in any other manner accessed from the Platform Services (other than your Submitted Content).

ix. grant a security interest in, or otherwise transfer rights to the Platform Services or any Library;

x. remove any proprietary notices or labels from the Platform Services or any Library;
or

xi. permit any third party, including contractors or consultants, to use the Platform Services or any information derived therefrom for any of the foregoing purposes.

If you are a Customer, you shall be responsible for Users’ and Tenants’ compliance with the Agreement.

The Platform Services may be subject to international rules that govern the export of software. You shall comply with all applicable international and national laws that apply to the Platform Services as well as end-user, end-use, destination restrictions issued by national governments or similar bodies, and restrictions on embargoed nations. In the US, the Platform Services is controlled under ECCN 5D992 of the Export Administration Regulations (“EAR”) under Encryption

Registration Number (“ERN”) R100351 and thus may not be exported or re-exported from the US to or downloaded by any person in any countries controlled for anti-terrorism reasons under the EAR, which include Iran, North Korea, Cuba, Syria and Sudan. Moreover, the Platform Services may not be exported or re-exported from the US to or downloaded by any person or entity subject to US sanctions regardless of location. See www.bis.doc.gov/ComplianceAndEnforcement/ListsToCheck.htm and EAR Part 736. eXalt is making the Platform Services available to you for download only on the condition that you certify that you are not such a person or entity and that the download is not otherwise in violation of US export control and sanctions regulations.

(g) Ownership by eXalt. As between you and eXalt, eXalt owns all right, title and interest in the Platform Services, the Libraries, eXalt's Brand Features, and all derivatives, enhancements and improvements thereof, and all Intellectual Property Rights therein. **"Intellectual Property Rights"** means any and all rights existing under patent law, copyright law, trade secret law, trademark law, unfair competition law, and any and all other proprietary rights worldwide. You shall not contest the validity of the eXalt Brand Features. No ownership is transferred by eXalt, and no licenses are granted by eXalt except for those expressly set forth in the Agreement. If you or any of your employees acquires any right or interest in any of the foregoing by operation of law, then as additional consideration for the Agreement, you hereby irrevocably assign and transfer to eXalt all right, title and interest worldwide in and to the foregoing, whether or not patentable or copyrighted, made or conceived or reduced to practice, and to all modifications and derivative works thereof, and to all Intellectual Property Rights related thereto. You grant eXalt a royalty-free, worldwide, perpetual, transferable license to use, modify, copy, distribute, display publicly or otherwise exploit any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any User relating to the operation of the Platform Services.

(h) eXalt's Other Responsibilities. eXalt will use commercially reasonable efforts to provide up-to-date virus scanning software, to safeguard passwords, to use and maintain firewalls, and to maintain the Platform Services in a secure environment, but eXalt makes no representation or warranty that the Platform Services are invulnerable or 100% secure, or that the Platform Services will be accessible without interruption. The SLA specifies your sole remedies, and eXalt's sole liabilities, should the Platform Services be unavailable for a period of time. eXalt will use reasonable efforts to give you advance notice of scheduled maintenance downtime.

eXalt is not required to monitor Submitted Content that is submitted to, stored on or distributed via any hosting service, but eXalt reserves the right to monitor, pre-screen, review, flag, filter, modify, refuse or delete any information or other content regardless of whether use of such material is otherwise permitted under applicable law or the Platform Terms of Service. You agree that by using the Platform Services you may be exposed to material that you may find offensive, indecent or objectionable.

If you suspect an incorrect functioning of the Platform Services or the Libraries (an **"Error"**), you will submit a listing of output and such data as required to reproduce operating conditions similar to those present when the suspected Error occurred. eXalt will use commercially reasonable efforts to address any Errors in the Platform Services or Libraries.

(i) User Accounts and User Submissions

Certain features and functionality of the Platform Services, including access to Customer Portals and Tenant Environments, may require the creation of a User Account. Prior to accessing such

features, you may be required to establish a User Account. You may only use such features of the Platform Services through your User Account.

Customer may define or approve access criteria for Users, including permitted email domains, Tenant assignments, or other authorization mechanisms (such as invitation or approval workflows). Customer is solely responsible for determining which Users are authorized to access the Platform Services and for reviewing User access made available by eXalt from time to time. Customer is responsible for use of the Platform Services by Users authorized in accordance with such criteria.

To prevent unauthorized use, you shall maintain the confidentiality and security of your authentication credentials and shall not share them with any third party.

You shall not permit or enable any third party, including competitors of the Customer, to access the Platform Services using your User Account.

You are responsible for any activity that occurs through your User Account, including any activity resulting from unauthorized access, except to the extent caused by a material failure of the Platform Services to operate in accordance with this Agreement.

Other portions of the Platform Services, including publicly accessible pages or content, may be available without authentication and may be accessed without a User Account.

(j) Submitted Content. The Platform Services allow Users to submit Submitted Content. Submitted Content may be submitted by or on behalf of Customer, a Tenant, or a User. As between eXalt and the applicable party, ownership of Submitted Content remains with the Customer, Tenant, or User (as applicable) that owns or provides such Submitted Content. In short, what belongs to such party remains its property.

The Platform Services may combine or present Submitted Content together with eXalt's Libraries and other content and branding elements, as well as content provided by Customers and Tenants, including, for example, part numbers, pricing, and other proprietary information.

Each User submitting Submitted Content represents and warrants that they have all necessary licenses, rights, consents, and permissions to submit such Submitted Content and to permit its use as contemplated by this Agreement, including all necessary intellectual property and proprietary rights. Users shall not submit content that infringes or violates the rights of any third party.

Customer shall be responsible for ensuring that its authorized Users comply with this Agreement.

Customer grants, and shall ensure that each applicable Tenant and User grants, eXalt a non-exclusive, worldwide, royalty-free license to use, host, store, reproduce, modify, and display Submitted Content solely as necessary to provide, operate, maintain, and improve the Platform Services and related functionality.

Customer further grants eXalt a non-exclusive, worldwide, royalty-free license to use, reproduce, and display Customer's and, where applicable, a Tenant's Brand Features in connection with the Platform Services, subject to any reasonable trademark usage guidelines provided to eXalt. eXalt will discontinue use of such Brand Features upon expiration or termination of the applicable SOW or this Agreement.

For purposes of this Section, “**Brand Features**” means the trademarks, service marks, trade names, and logos of Customer or a Tenant.

(k) eXalt’s Protection of Submitted Content.

i. eXalt shall employ commercially reasonable administrative, technical, organizational and physical measures to protect the confidentiality, integrity, privacy and security of Submitted Content while Submitted Content is on eXalt’s systems or otherwise in its possession or under its control, including by requiring passwords to access such systems, by limiting access to such systems to those personnel with a *bona fide* business need to access it.

ii. If eXalt discovers an actual or reasonably suspected unauthorized acquisition, disclosure or use of Submitted Content (“**Security Breach**”), eXalt shall notify you of such Security Breach within seventy-two (72) hours of confirming such breach after reasonable investigation, and shall use commercially reasonable efforts to remedy any Security Breach as promptly as practicable. eXalt shall not notify any affected individual or regulatory authority about any Security Breach unless you request in writing that eXalt provide such notification or if such notification is required by law. As between eXalt and you, eXalt is responsible for all costs, expenses and fines arising from or related to any Security Breach caused by eXalt or any of its personnel's acts or omissions, subject in all cases to the limitation of liability set forth in Section (r).

iii. Upon receiving notification of a Security Breach, then you may conduct an audit of eXalt’s systems on which Submitted Content is stored. The cost of each such audit will be borne by you; provided, however, that if the results of an audit reveal that a Security Breach was caused by eXalt or reveal any non-compliance by eXalt, then eXalt shall reimburse you for all expenses incurred in connection with the audit.

iv. eXalt acknowledges that Submitted Content may be subject to the restrictions and obligations of the California Consumer Privacy Act of 2018 (Cal. Civ. Code 1798.100 et. seq., the “**CCPA**”), where you will be the “business” and eXalt will be the “service provider,” each as defined in the CCPA. eXalt shall not retain, use, or disclose any Personal Information (as defined below) provided by or on behalf of you or collected by eXalt on your behalf for any purpose other than providing the Platform Services or as otherwise permitted under the CCPA. eXalt shall implement and maintain sufficient processes and procedures to satisfy your requests related to individual’s rights to have their Personal Information (as defined below) deleted as required by the CCPA. Within thirty (30) days of the receipt of a request from you, eXalt shall securely erase or destroy all Personal Information (as defined below), including any copies maintained by eXalt. For the purposes of this paragraph, the term “Personal Information” means any information that relates to or describes a Consumer (as defined in CCPA) or a household, including any data that is linked or linkable to a Consumer or a household. eXalt shall ensure that its subcontractors who collect, retain, or disclose Personal Information in connection with the provision of the Platform Services agree in writing to the same restrictions and requirements that apply to eXalt with respect to Personal Information. For the avoidance of doubt and without limiting the specific requirements herein, the definition of Personal Information shall be included in and be deemed a part of Customer and Employee Information as defined in this Agreement.

v. eXalt acknowledges that Submitted Content may be subject to the

restrictions and obligations of the EU General Data Protection Regulation 2016/679 (“GDPR”). To the extent that the GDPR applies to Submitted Content, in processing Personal Data (meaning any information relating to an identified or identifiable natural person as defined in the GDPR, “Personal Data”), eXalt is acting as a Data Processor (meaning a natural or legal person which processes personal data on behalf of the data controller, as that term is defined in the GDPR). eXalt agrees that when processing Personal Data, it will: 1) follow the documented instructions of Customer when processing data, including any processing necessary to fulfil obligations under the Agreements; 2) ensure that all employees who process the data are subject to confidentiality obligations; 3) implement appropriate technical and organizational security measures and in accordance with its information security policies and Article 32 of the GDPR; 4) implement measures to assist Customer in complying with the rights of data subjects including those set forth in Chapter III of the GDPR; 5) assist Customer in obtaining approval from data protection authorities where required by the GDPR; 6) when Submitted Content is no longer needed, securely destroy the data in its possession; and 7) make available to Customer the information necessary to demonstrate compliance with the GDPR. When eXalt engages third parties for carrying out specific processing activities on behalf of Customer, the same data protection obligations as set forth in this paragraph will be imposed on the third party. The parties agree that the EU Commission’s Controller to Processor Standard Contractual Clauses will apply when any Personal Data is transferred outside the European Union or a country that has not been determined to offer an adequate level of protection to Personal Data.

(l) Payment

i. **Fees.** Charges applicable to the Platform Services are set forth in the applicable SOW. Unless additional Services are ordered, these charges will not change during the Term. You will pay the agreed fees on the schedule set forth in the SOW.

ii. **Taxes.** You will pay any and all applicable sales, use and like taxes (excluding taxes on eXalt’s income) which accrue as a result of a use of the Platform Services by you or on your account. All payments must be made in United States Dollars or the equivalent in other currencies as agreed between the parties.

iii. **Late Payment.** If You fail to pay any undisputed amounts when due, we may, without limiting our other rights and remedies, suspend or limit access to our Platform Services to you until such amounts are paid in full. We will give you written notice that your account is overdue and a reasonable opportunity to cure before suspending Platform Services to you. We shall not exercise our rights to suspend the delivery of the Platform Services if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. **You agree to reimburse eXalt for all reasonable costs (including attorneys’ fees) incurred by eXalt in collecting late payments, including late payment charges, from you.**

(m) Technical Maintenance

From time to time, eXalt may need to perform maintenance on or upgrade the Platform Services. This may require eXalt to temporarily suspend or limit your use of some or all of the software of the Platform Services until such time as this maintenance and/or upgrade can be completed.

Quality: eXalt cannot guarantee that the Platform Services or eXalt websites will function without disruptions, delay or errors. A number of factors may impact the quality of your communications and use of the Platform Services or eXalt websites, and may result in the failure of your communications including but not limited to: your local network, firewall, your internet service provider, the public internet, the public switched telephone network and your power supply.

Changes to Products: eXalt may need to change technical features from time to time in order to comply with applicable regulations. Accordingly, you acknowledge and agree that the products and functionality of the Platform Services may vary from time to time.

(n) Term and Termination. Customer's right to access and use the Platform Services shall continue as provided in its SOW, except that (i) eXalt may terminate or suspend Customer's right to access and use the Platform Services, at any time, should Customer materially breach the Agreement (including without limitation failure to make payments when due), and (ii) Customer may terminate its right to access and use the Platform Services by written notice to eXalt (A) at any time, should eXalt materially breach the Agreement and fail to cure such breach within 30 days of Customer's written notice, and (B) upon thirty (30) days' prior written notice to eXalt, at any time in Customer's discretion, provided that Customer remains obligated to pay all fees for the remainder of the agreed term stated in any applicable SOW. Upon termination of Customer's relationship with eXalt: (a) all licenses and rights to use the Platform Services, all User Accounts, and any other eXalt software, products and/or services (as applicable) shall immediately terminate; (b) Customer will immediately cease any and all use of the Platform Services, User Accounts, and any other eXalt software, products and/or services (as applicable); and (c) Customer will immediately remove any of the Platform Services and any other eXalt software, products and/or services (as applicable) from all hard drives, networks and other storage media and destroy all copies in your possession or under its control.

We may suspend or limit a Customer's, Tenant's or individual User's access to the Platform Services, in whole or in part, including any Customer Portal, Tenant Environment, Libraries, or APIs, immediately upon notice (or without notice where reasonably necessary) if we determine that: (i) Customer is in breach of this Agreement; (ii) such access poses a security risk; or (iii) the Platform Services are being misused by Customer, its Users, or any External Systems.

Sections (g), (h), (k), (l), (m), (p), (q), (r), (s), and (t) of these Platform Terms of Service shall survive any termination for any reason. If eXalt materially breaches the Agreement and you terminate your right to access and use the Platform Services pursuant to Section (n)(ii)(A), eXalt will refund to you any unused fees (determined by comparing the number of days paid for and the number of days used before termination in the then-current payment period); otherwise, all fees paid under the Agreement are non-refundable.

(o) Indemnities.

i. eXalt shall defend or settle any third-party claim, demand, suit, proceeding or action ("**Claim**") against a Customer to the extent that such Claim is based on an allegation that any portion of the Platform Services (including any Library), as furnished to Customer's Users under this Agreement and used as authorized in this Agreement, infringes any third party's copyright or misappropriates such third party's trade secrets, provided that Customer: (i) gives prompt written notice of the Claim to eXalt; (ii) gives eXalt the exclusive authority to control and direct the defense or settlement of such Claim; and (iii) gives eXalt, at eXalt's expense, all necessary information and assistance with respect

to the Claim. eXalt shall pay all settlement amounts, damages and costs finally awarded to the extent attributable to such Claim. Customer may participate in the defense of Claim at Customer's expense. eXalt will not be liable for any costs or expenses incurred without its prior written authorization.

ii. Limit on Indemnity. The foregoing notwithstanding, eXalt shall have no liability for a Claim to the extent based on: (i) the combination of a Library, or any part thereof, with other content not provided by eXalt, which Claim would have been avoided if the Library and content had not been so combined; or (ii) use of the Platform Services or Libraries other than as authorized under this Agreement.

iii. Entire Liability. THE FOREGOING PROVISIONS OF THIS SECTION (o) STATE THE ENTIRE LIABILITY AND OBLIGATIONS OF EXALT, AND YOUR EXCLUSIVE REMEDY, WITH RESPECT TO ANY ACTUAL OR ALLEGED INFRINGEMENT OF OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT BY EXALT.

iv. Customer shall defend or settle any Claim against eXalt to the extent that such Claim is based on an allegation that any portion of Submitted Content, as furnished to the Platform Services, infringes any third party's copyright or misappropriates such third party's trade secrets, provided that eXalt: (i) gives prompt written notice of the Claim to the applicable Customer; (ii) gives the applicable Customer the exclusive authority to control and direct the defense or settlement of such Claim; and (iii) gives the applicable Customer, at its expense, all necessary information and assistance with respect to the Claim. The applicable Customer shall pay all settlement amounts, damages and costs finally awarded to the extent attributable to such Claim. eXalt may participate in the defense of Claim at eXalt's expense. The applicable Customer will not be liable for any costs or expenses incurred without its prior written authorization. The limitations set forth in (ii) and (iii) above shall apply to indemnification by Customers to the same extent that they apply to indemnification by eXalt.

(p) Warranties. EXCEPT AS SPECIFICALLY PROVIDED IN THE AGREEMENT, eXalt MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PLATFORM SERVICES OR ANY LIBRARY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

The Platform Services, including any Libraries, benchmarks, recommendations, or outputs, are provided for informational and general guidance purposes only and are not intended as, and shall not be relied upon as, professional, financial, technical, or investment advice. Customer is solely responsible for evaluating the accuracy, completeness, and suitability of any such information for its specific use case. EXALT DOES NOT WARRANT THAT ANY LIBRARIES, BENCHMARKS OR OUTPUTS ARE ACCURATE, COMPLETE, OR ERROR-FREE, OR THAT ANY PARTICULAR RESULTS WILL BE ACHIEVED.

(q) Privacy Policy. The access to and use of the Platform Services by Users are subject to the **Customer's privacy policy**. **Customer shall provide a copy of its privacy policy** to eXalt for posting on or in connection with the Platform Services, as applicable.

Customer represents and warrants that its privacy policy, as in effect from time to time, complies with all applicable laws and regulations. Customer shall promptly notify eXalt in writing if, at any time, either its privacy policy or applicable law prohibits eXalt's collection of User information (including, without limitation, user IP addresses). Absent such notice, Customer represents and warrants to eXalt that such collection is permitted under its privacy policy.

Customer shall collect and transmit to eXalt any information relating to an identified or identifiable natural person only in accordance with all applicable privacy and data protection laws, rules, and regulations, its privacy policy, and any contractual or other legal obligations relating to such information, including obtaining any necessary consents for the collection and use of such information through the Platform Services.

Customer shall use commercially reasonable efforts to ensure that Submitted Content collected through the Platform Services does not include any sensitive personal information, such as full financial account information, full government identification numbers, or health-related information, unless expressly agreed in writing by eXalt.

CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS EXALT FOR ANY AND ALL CLAIMS, LOSSES AND DAMAGES, INCLUDING WITHOUT LIMITATION COURT COSTS AND ATTORNEYS' FEES, ARISING AS A RESULT OF CUSTOMER'S FAILURE TO PROVIDE A PRIVACY POLICY, CUSTOMER'S FAILURE TO COMPLY WITH ITS PRIVACY POLICY OR THE FAILURE OF CUSTOMER'S PRIVACY POLICY TO COMPLY WITH APPLICABLE LAW.

(r) Limitation of Liability. NOTWITHSTANDING ANYTHING IN THE AGREEMENT TO THE CONTRARY:

(i) NEITHER PARTY SHALL HAVE ANY LIABILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SUBJECT MATTER OF THE AGREEMENT, INCLUDING WITHOUT LIMITATION LOST DATA OR LOST PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

(ii) EXCEPT FOR (A) CUSTOMER'S PAYMENT OBLIGATIONS, (B) CUSTOMER'S BREACH OF SECTION (f) (USE RESTRICTIONS), AND (C) CUSTOMER'S MISUSE OR INFRINGEMENT OF eXalt's INTELLECTUAL PROPERTY RIGHTS, EACH PARTY'S AGGREGATE LIABILITY FOR ALL CASES AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER OF THE AGREEMENT SHALL NOT EXCEED THE AMOUNT eXalt HAS BEEN ACTUALLY PAID UNDER THE APPLICABLE STATEMENT OF WORK DURING THE TWELVE MONTHS PRECEDING THE EVENT(S) GIVING RISE TO THE CLAIM.

THE FOREGOING LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING INDEMNIFICATION CLAIMS.

EXALT SHALL HAVE NO LIABILITY ARISING FROM CUSTOMER'S RELIANCE ON ANY LIBRARIES, BENCHMARKS, OR OUTPUTS.

(s) Confidentiality. Each of you and eXalt (acting as a "**Receiving Party**"), agrees to keep confidential all Proprietary Information received from the other (acting as a "**Disclosing Party**") and to use such Proprietary Information solely for the purposes permitted by these Platform Terms of Service. Each Receiving Party agrees to use commercially reasonable efforts to prevent

disclosure of the Disclosing Party's Proprietary Information to any unauthorized third party. "Proprietary Information" means (i) all computer software and documentation, and (ii) all other information marked by the Disclosing Party as "Secret," "Confidential" or a similar marking; provided, that "Proprietary Information" does not include any information (A) which is in the Receiving Party's possession on the date hereof and of which it did not learn through its contact with the Disclosing Party previous to the date hereof, (B) which is lawfully received by the Receiving Party without restriction on confidentiality from a third party, (C) which is independently developed by the Receiving Party without reference to the Disclosing Party's Proprietary Information, (D) disclosure of which is necessary to comply with law or the valid SOW or requirement of a governmental agency or court of competent jurisdiction, or (E) which is or becomes publicly known or publicly available through no act or omission of the Receiving Party; provided further, that this Section (s) shall not be read to limit eXalt's ability to disclose Submitted Content as permitted in Section (k).

(t) Legal Fees. In any dispute arising out of the subject matter of the Agreement, the prevailing party shall be entitled to recovery of its legal fees and expenses.

(u) Miscellaneous. (i) The Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any choice of law principles. All disputes hereunder shall be resolved in the applicable state or federal courts of Massachusetts. The parties consent to the jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available. (ii) The Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, and permitted successors and assigns. You may not assign the Agreement or any portion thereof without the prior written consent of eXalt. (iii) No waiver by either party of any default shall be deemed a waiver of any other default. (iv) If any provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other provision and such invalid provision shall be deemed to be severed from the Agreement. (v) The Agreement constitutes the entire understanding of the parties with regard to its subject matter, revokes and supersedes all prior agreements between the parties regarding the subject matter, is intended as a final expression of their agreement, shall not be modified or amended except in writing signed by the parties and specifically referring to the appropriate portions of the Agreement, and shall take precedence over any other documents, such as purchase orders (not SOWs signed by eXalt), that may be in conflict; Any purchase order or similar document issued by Customer or any Tenant is for administrative and billing purposes only and shall not modify, supplement, or supersede this Agreement or any SOW. Any additional or conflicting terms are hereby rejected and shall have no effect. The section headings used in the Agreement are intended for reference and convenience only, and shall not enter into the interpretation of the terms and conditions of the Agreement. (vi) The parties are independent contractors, and no partnership, joint venture, employee-employer, or agency relationship between the parties is intended or created by the Agreement or any of the terms and conditions contained herein. Neither party will have the power to bind any other party or incur obligations on another's behalf without the other's prior written consent. (vii) The Agreement controls the relationship between you and eXalt, and does not create any third party beneficiary rights. (viii) All fees are exclusive of applicable taxes. You shall pay all taxes associated with the services and content provided by eXalt pursuant to the Agreement, excluding taxes solely on eXalt's net income. (ix) eXalt shall not be liable or deemed to be in default for any breach of the Agreement, service outage or failure in performance resulting from acts of God, or from any causes beyond the reasonable control of eXalt. (x) We reserve the right to make modifications to the user interface, automated agents, EMAILBots™, APIs and how You use them.