

## TERMS AND CONDITIONS

These Terms and Conditions, including the Service Level Agreement attached hereto and incorporated by reference, (collectively the “Terms and Conditions”) is entered into between UnityOne, LLC (a Nevada Limited Liability Company) having its office at 6001 W Parmer Lane, Ste 370 #650, Austin, Texas 78727 (sometimes hereafter referred to as “UnityOne,” “we,” “our,” “us” or “Company”) and you or the entity or organization that you represent (sometimes hereafter referred to as “Customer”, “you” or “your”). Customer and UnityOne are sometimes hereinafter referred to individually as a “party” and collectively as the “parties”. These Terms and Conditions and all Service Order Form(s) existing or hereafter entered into between UnityOne and the Customer are collectively referred to as the “Agreement”).

These Terms and Conditions (“Agreement”) govern your use of, and purchase of subscriptions to, UnityOne’s SOFTWARE-AS-A-SERVICE SUBSCRIPTION AND RELATED SERVICES (the “Service” or the “Services”).

### 1. Definitions.

Any capitalized terms used in this Agreement that are not otherwise defined in this Agreement shall have the meaning as set forth below:

- 1.1. “Affiliate” shall mean any entity which directly or indirectly controls, is controlled by or is under common control with the subject entity, where “control” means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. “Authorized Users” shall mean the employees or agents of Customer and End Users, as well as contractors performing services for Customer or End Users, who are authorized to access and use the Subscription Service.
- 1.3. “Customer Administrator” means the individual(s) identified in the Account Data as admin users.
- 1.4. “Customer Environment” means the systems, platforms, services, software, devices, sites and/or networks that Customer uses for its operations (exclusive of the subscribed Services).
- 1.5. “Documentation” shall mean the UnityOne product documentation relating to the operation and use of the Subscription Service, including technical program documentation, user manuals, operating instructions and release notes, as updated from time to time by UnityOne as provided in the Subscription Service.
- 1.6. “End User” shall mean a customer of Customer/Managed Service Partner for which Customer provides managed IT services that include use of the Subscription Services for the management of Resources owned and/or controlled by the End User.
- 1.7. “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
- 1.8. “Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses.

- 1.9. “Managed Resource” shall mean any Resource that has been selected by Customer to be managed by the Subscription Service.
- 1.10. “Order Form” or “Service Order Form” shall mean an ordering document that represents the purchase of the Subscription Service, and any subsequent documents that from time to time are executed by Customer and UnityOne with reference to this Agreement.
- 1.11. “Professional Services” shall mean any implementation, training, consulting, data migration, conversion, integration or other services provided by UnityOne to Customer, as set forth in an Order Form.
- 1.12. “Resident Software” or “Collector Software” shall mean certain downloadable software components that Customer must deploy on Customer’s or an End User’s servers and/or other assets for data collection and communication that is required for performance of the Subscription Service.
- 1.13. “Resource” shall mean any physical asset (such as servers, network switches, and routers) or virtual asset (such as virtual machines, cloud instances, storage buckets, and databases) that has been assigned a resource identification on the Subscription Service, as may be updated from time to time by UnityOne.
- 1.14. “Service Levels” shall mean the service availability and response time requirements set forth in the Support Services and Service Level Agreement (the Schedules attached at the end).
- 1.15. “Subscription Service” shall mean the web-based software-as-a-service offering of UnityOne that provides provisioning and management functionality for Resources, and also includes the Resident Software.
- 1.16. “Support Services” shall mean UnityOne’s provision of Updates as set forth in Section 5 hereof and technical support as more fully described in the Support Services and Service Level Agreement, as may be updated from time to time by UnityOne.
- 1.17. “Term” shall have the meaning ascribed thereto in Section 11.1 hereof.
- 1.18. “Use Data” or “Account Data” shall mean electronic data related to Resources that is collected by the Resident Software or otherwise transferred by or for Customer, End Users or the Authorized Users and processed in the Subscription Service.

## **2. Subscription: Use and Access.**

2.1. We provide subscription-based services, and when you subscribe to these services, you receive a restricted, non-exclusive, royalty-free (except for the service fees owed to UnityOne), non-transferable, and revocable license. This license allows you to access and utilize our services exclusively for your internal business operations, which includes offering these services to your authorized Customers during the subscription period mentioned in the relevant order. You are explicitly prohibited from sublicensing the use of our services to third parties, with the exception that you may opt to grant access to and use of the services to your affiliates and Customers. In this case, you agree to the following terms:

- You will remain the primary party responsible for all aspects, including fees and access, as though the usage is directly by you.

- You will retain complete and unconditional responsibility for the access to and use of the services and UnityOne, ensuring full compliance with the terms and conditions specified in this agreement.
- When offering access or use to your customers, you must have a written End User License Agreement or a similar written agreement in place that aligns with the terms of this agreement. Such agreement should also include provisions that are as rigorous and protective as the ones in this agreement, covering aspects like the protection of our intellectual property, confidentiality, disclaimers, and limitations of liability (referred to as "Minimum Required Terms").

In this context, "Affiliate" refers to a corporation or other legal entity that is controlled by or is under common control with either party. "Control" is defined as ownership of more than 50% of the shares or membership interests in such an entity or party entitled to vote. Furthermore, you, your affiliates, and your customers are in agreement not to take any actions aimed at disrupting or interfering with the services or the use of the services by other users.

- 2.2. **Customer Components.** Between the involved parties, the Customer has full control over their environment, including its individual components (referred to as "Customer Components"). These components can be owned, leased, or licensed by the Customer, whether they are on their premises or in the cloud. They can also be used through software-as-a-service or other means. The Customer is solely responsible for selecting, implementing, activating, deactivating, and configuring the connections between these Customer Components and the Services, which are referred to as "Connections." Additionally, the Customer is responsible for configuring the Services in terms of how they interact with the Customer Components. When the Customer connects a Customer Component to the Services, they are giving UnityOne the right to access and interact with that Customer Component, but only for the purpose of providing and supporting the Services. It is the Customer's responsibility to ensure that the access, use, and interaction of Customer Components with the Services adhere to all terms, policies, and licenses that apply to the Customer Components and associated data, as well as the Connections (collectively known as "Customer Component Terms").
- 2.3. **Data.** Through configuring and using our services, you have the ability to determine the types and quantities of data from your environment that are sent to or uploaded to our services, collectively referred to as "Customer Data" (excluding Account Data). By submitting Customer Data to our services, you are granting UnityOne, its Affiliates, and contractors the right and explicitly instructing them to process your Customer Data for the purpose of providing and supporting the services as outlined in our documentation, this agreement, and the Data Processing Addendum.

UnityOne will be responsible for the actions and omissions of its Affiliates and contractors in the course of performing services under this agreement to the same extent as UnityOne would be if it were providing the services directly. You authorize UnityOne to utilize information about your service configuration and usage ("Usage Data"), Customer Data, and Account Data for the following purposes:

- (a) Managing your account, including fee calculations.
- (b) Providing and enhancing the services and support.

(c) Offering insights, service and feature announcements, and other reports.

You acknowledge that UnityOne may use aggregated or anonymized Customer Data and Usage Data for any business purpose during or after the term of this agreement. This may include, but is not limited to, improving UnityOne's products and services and generating and distributing insights, reports, and other materials. UnityOne's processing of Usage Data and Customer Data is always subject to UnityOne's obligations as outlined in this agreement, including those related to security, confidentiality, the Data Processing Agreement (if applicable), Security and Compliance Documents (if applicable), and, with respect to Account Data, the Privacy Policy.

2.4. **Ownership.** Regarding the Parties involved, (a) the Customer is the rightful owner of their Environment and Customer Data, including all related Intellectual Property Rights, and (b) UnityOne is the rightful owner of the Services, Documentation, UnityOne Operations Data, and Feedback, along with all related Intellectual Property Rights. Apart from the specific rights explicitly given by one Party to the other in this Agreement, all other rights are retained by the granting Party. The rights granted by each Party in this Section 2 are limited, not exclusive, and, unless otherwise specified in this Agreement, not transferable.

### 3. Our Technology.

3.1. **"UnityOne Software."** We will be responsible for hosting the UnityOne Software and have the authority to make updates to its functionality and user interface at our discretion. These updates are part of our ongoing efforts to enhance the Services and how our users interact with them, although these changes will not significantly reduce the Services' capabilities. To utilize the Services, it is necessary for you to have access to the UnityOne Software. Furthermore, to take full advantage of the Services, you will need to download and install a specific piece of software on your network, referred to as the "Collector Software." When combined with the UnityOne Software, these two components are collectively known as the "Software."

3.2. You acknowledge that the rights granted to you come with the condition that you shall not, nor allow, give permission to, or assist any third party, including but not limited to Customers or Affiliates, in any of the following actions: copying, creating a modified version, or attempting to reverse engineer, reverse assemble, disassemble, or decompile the Software or any part of it. You must also refrain from trying to uncover the source code, making any unauthorized modifications to the Software, or using unauthorized altered versions of the Software for purposes such as creating a similar or competitive product or service, or gaining unauthorized access to the Services. "Derivative Work" refers to any alteration or extension of any software, process, algorithm, trade secret, work of authorship, invention, or other intellectual property right related to it.

3.3. **License grant.** Provided that you adhere to the terms outlined in this Agreement, we hereby authorize you to have a limited, non-exclusive, royalty-free (with the exception of the fees paid to UnityOne for the Services), non-transferable license to download, install, and use the Collector Software (in its object code format) on your network. This permission is solely for the following purposes: (i) using the UnityOne Service for your internal business operations, including delivering the Services to your authorized Customers; and (ii) granting access to the UnityOne Services to your Affiliates and Customers for their internal business needs, with the condition that you have previously executed a written agreement as specified in Section 2.1 for your Customers. This license does not involve the sale of the Software; it is provided for use under this agreement.

#### 4. Availability.

We will put forth commercially reasonable efforts to ensure that the Services are available 24 hours a day, 7 days a week during the Term (as further detailed in Schedule A), with the following exceptions:

(i) **Planned Maintenance.** Planned Maintenance refers to scheduled maintenance for which we will give you at least 48 hours' notice via email based on your account settings within the Services or through Notification capabilities within the Services. This maintenance will only occur from 10 pm to 6 am PST, unless otherwise specified, and will not exceed either (a) 8 hours in a given month or (b) 40 hours in a given year. We will make every effort to minimize downtime, and if the expected impact of planned operations is less than five (5) minutes of downtime, we may choose not to provide advance notice.

(ii) **Extraordinary Circumstances.** Extraordinary Circumstances refer to any unavailability resulting from circumstances mentioned under Section 25 (Force Majeure) and Internet outages or delays.

#### 5. Support.

UnityOne will offer technical assistance (as detailed further in Schedule B) to the Subscriber through email [support@unityone.ai](mailto:support@unityone.ai) from Monday to Friday between 9:00 hours and 17:00 hours in the local time zone (available 24/7 for P1), except on US and UK Federal Holidays ("Support Hours"). UnityOne will make commercially reasonable efforts to reply to all helpdesk tickets within one business day during these Support Hours.

At UnityOne's discretion, Support Services may also include: (i) assisting the Subscriber via email to help them identify and independently resolve issues with the Subscription Service, and (ii) providing any extensions, enhancements, or other updates that UnityOne may introduce to the Subscription Service periodically.

While the Customer retains all remedies available under this Agreement concerning the Services, the exclusive and only recourse for any claimed failure of UnityOne to deliver Support with adequate expertise and care shall be the re-performance of the relevant Support.

#### 6. Professional Services.

Professional Services, if desired, can be added to your Order. The fees, extent of coverage, and conditions for these services can be obtained from UnityOne and will be detailed in your Order or in a separate statement of work for the specific Professional Services. "Professional Services" refer to services offered by UnityOne staff, either on an hourly basis or at a predetermined price, for a project or defined scope of work specified by the Customer.

#### 7. Security and Privacy Guidelines.

Each party involved in this Agreement has responsibilities concerning security and privacy. They must adhere to these obligations as outlined in the Agreement, which are designed to comply with Data Protection Laws and are based on the nature, purpose, and risks associated with handling Personal Data in relation to the Services.

- 7.1. UnityOne will implement and maintain appropriate technical and organizational measures to safeguard Customer Data and Account Data against accidental loss and unauthorized access, use, alterations, or disclosure, as detailed in the Security Measures. It is the Customer's responsibility to correctly configure the Services as per the provided Documentation, enable single sign-on for their accounts, and secure access credentials such as passwords, keys, tokens, or other necessary information (referred to as "Customer Credentials") used with the Services. The Customer agrees to take reasonable steps to prevent unauthorized access or usage of the Services and promptly inform UnityOne if they suspect that (a) any Customer Credentials have been lost, stolen, or accessed by an unauthorized party or (b) an unauthorized third party has gained access to the Services or Customer Data.
- 7.2. Both parties commit to complying with the Data Processing Agreement (DPA), which is integrated into this Agreement. The Customer agrees to transfer Personal Data to the Services only to the extent required for them to access and utilize the Services and in compliance with Data Protection Laws, considering the nature of the Personal Data, the specifics of the Services, and the terms of this Agreement. Unless expressly permitted by applicable Supplemental Terms, mutually agreed upon in writing by the parties, the Customer shall not use the Services to process any Sensitive Information. They must also make reasonable efforts to limit the inclusion of other Personal Data in Customer Data, including using filters and masking.
- 7.3. The parties acknowledge that while using the Service, there might be incidental collection of certain minimal Personal Data, as outlined in the Data Processing Agreement (DPA). However, it's essential to clarify that the primary focus of the Service is IT systems performance monitoring and not to serve as a repository or conduit for storing, manipulating, transmitting, or retrieving Restricted Data. In this context, "Restricted Data" refers to (i) Protected Health Information as defined by the U.S. Health Insurance Portability and Accountability Act, (ii) financial account data or payment cardholder information as per the PCI Data Security Standard, (iii) Personal Data that goes beyond what's incidental to the Service and is specified in the DPA, and/or (iv) any other data subject to specific or heightened requirements under applicable laws or industry standards, such as Social Security numbers in the United States. In addition to their other responsibilities under this Agreement, and while considering the possibility of collecting minimal Personal Data, the parties mutually agree to the following:  
 (x) You must not provide Restricted Data to UnityOne and must configure the Collector Software to collect information solely from devices and applications using methods that do not expose or disclose Restricted Data; (y) You should refrain from sending any logs to UnityOne that contain Restricted Data; and (z) You must take steps to isolate and secure the Software on your systems and network, preventing unauthorized access, use, disclosure, and loss by implementing, at the very least, industry-standard security practices and technologies, in accordance with applicable laws.
- 7.4. Every party involved must adhere to the current legal requirements and rules related to Personal Data, which include but are not limited to, the EU General Data Protection Regulation ("GDPR"), the UK General Data Protection Regulation ("UK GDPR"), the California Consumer Privacy Act ("CCPA"), and the California Privacy Rights Act ("CPRA"), when applicable.
- 7.5. **Service Provider Confirmation for CCPA/CPRA.** UnityOne falls within the definition of a "Service Provider" as outlined in the CCPA and CPRA. Customers share Personal Data, as defined in these regulations, with UnityOne exclusively for (i) legitimate business purposes and (ii) for UnityOne to deliver the services specified in this Agreement. UnityOne explicitly

affirms its awareness and agreement that, except as authorized or mandated by relevant laws, it is prohibited from: (1) selling Customer's Personal Data, (2) retaining, using, or disclosing Customer's Personal Data for any commercial purpose other than those related to the services in this Agreement, (3) retaining, using, or disclosing Personal Data beyond the direct business relationship between UnityOne and the Customer as defined in this Agreement, and (4) combining the personal information it receives from or on behalf of the Customer with personal information from other sources, unless it's necessary for specific business purposes in limited cases. UnityOne acknowledges and certifies compliance with these restrictions outlined in Section.

UnityOne's general approach is to refrain from responding to end-user requests, except when compelled by the law, and when possible, direct such requests to the Customer. In situations where we are unable to fulfill our obligations as a Service Provider under the CCPA, CPRA, and relevant regulations, we will notify you. We will also provide any necessary information to assist you in complying with a consumer request, if applicable.

## 8. Customer Responsibilities and Restrictions.

- 8.1. **Customer Responsibilities.** The customer will have exclusive responsibility for the following: a) Their environment, which includes ensuring that it facilitates Authorized Users' access to and use of the Services. b) Account Data, Customer Data, and Customer Credentials, which encompasses activities performed using Customer Credentials, while UnityOne will fulfill its obligations outlined in this Agreement. c) Notifying any necessary parties, obtaining required consents and authorizations from Customer Component providers, Authorized Users, and individuals whose Personal Data might be part of Account Data, Customer Data, or Customer Credentials. d) Guaranteeing that the Services are employed only within the Customer's Environment and in compliance with the Agreement, Documentation, and relevant Customer Component Terms.
- 8.2. **Customer Restrictions.** No provision of this Agreement includes the right to, and Customer shall not, directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Services; (b) attempt to gain unauthorized access to any Service or its related systems or networks; (c) use any Service to access UnityOne Intellectual Property Rights except as permitted under this Agreement; (d) modify, copy or create any derivative work based upon a Service or any portion, feature or function of a Service; (e) resell, distribute or otherwise make available any Service to any third party, including as part of a managed services offering; (f) except to the extent limited by Applicable Law, reverse engineer, disassemble or decompile all or any portion of, or attempt to access, discover or recreate the source code for, the Services; (g) access or use the Services or Documentation for the purpose of competing (or enabling others to compete) with UnityOne, including: copying ideas, features, functions or graphics, developing competing products or services, or performing competitive analyses; (h) remove, obscure or alter any proprietary notice related to the Services; (i) use the Services to send or store Malicious Code; (j) use or permit others to use the Services in violation of any laws; or (k) use or permit others to use the Services other than for Customer's operations and as described in the applicable Service Order Form and this Agreement.
- 8.3. **UnityOne Remedies.** In the event UnityOne reasonably believes a violation of Section 8.2 has occurred, in addition to any other remedies available at law or in equity (including termination), UnityOne will have the right to investigate the suspected violation and suspend any individually identified Authorized User(s) who are suspected of the violation from

accessing the Services for so long as is reasonably necessary to address the potential violation. UnityOne will notify Customer in writing of any such suspension (each, a “Suspension Notice”) and work with Customer in good faith to resolve the potential violation. Such Suspension Notice will be provided in advance, unless UnityOne reasonably believes the suspected violation creates an urgent or emergency situation where a failure to take immediate action may put UnityOne, Customer, or other UnityOne Customers at risk of imminent harm. For clarity, UnityOne reserves the right, but does not assume any obligation to the Customer (except with respect to the Suspension Notice), to take any of the actions described in this Section 8.3.

## 9. Confidentiality.

- 9.1. **Non-Disclosure.** Each Party agrees to treat as confidential all Confidential Information (as defined below) related to the rights and obligations of the other Party under the Agreement and the business and activities of the other Party, its Customers, clients, suppliers and other entities with whom such other Party does business, which may be obtained by such Party from any source or as a result of or relating to the Agreement, including the economic and financial terms and conditions contained in or otherwise referenced by the Agreement (the “Confidential Information”). Each Party agrees to hold the Confidential Information of the other Party in confidence and shall not disclose such information to any person, firm or enterprise, or use (directly or indirectly) any such information for its own benefit or the benefit of any other party. Even when disclosure is permitted, each Party agrees to limit access to and disclosure of the other Party’s Confidential Information solely to its employees on a “need to know” basis for purposes directly related to the performance of the Party’s obligations hereunder. Notwithstanding the foregoing, either Party may disclose the other Party’s Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, that the disclosing Party shall, unless prohibited by law, provide prompt notice of the same prior to such required disclosure such that the other Party may seek a protective order or other appropriate remedy to safeguard, restrict and/or limit the disclosure of such Confidential Information. Notwithstanding the foregoing, UnityOne may, without prior notice to the Customer, comply with requests from governmental agencies. For purposes of the Agreement, Confidential Information includes, without limitation, each Party’s trade secrets, proprietary and competitive information, financial information, the specific terms of the Agreement, past and present operations, activities, future plans and strategy; provided, however, that information shall not be considered Confidential Information to the extent, but only to the extent that such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving Party, (b) is or was rightfully acquired by the receiving Party from another without restriction or obligation of confidentiality or (c) if such information is or was independently developed by the receiving Party without use of or reference to Confidential Information of the other Party. Upon any termination of the Agreement, within 10 days of the effective date of termination or expiration Customer shall return to UnityOne (or destroy at UnityOne’s request) the Confidential Information of UnityOne in Customer’s possession or control.
- 9.2. **Equitable Relief.** In the event of a breach or threatened breach of the foregoing confidentiality obligations by one Party, the other Party shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either Party shall be entitled to an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed



to prohibit either Party from seeking or obtaining any other remedy available under the Agreement.

## 10. Fees and Payment.

- 10.1. Customer will remit payments to UnityOne based on the fees outlined in the Service Order Form for the Subscription Service and Professional Services, as specified in the Agreement ("Fees"). To the maximum extent permitted by applicable laws, invoices shall be due forty five (45) days from date of the invoice issuance. The fees for the Subscription Service will be billed according to the terms in the Order Form, which can involve payment in advance, arrears, or a combination of both. The calculation of these fees may be determined by factors such as the number of Managed Resources, the duration they are managed, or other criteria established in an accepted Order Form.
- 10.2. Furthermore, if the Customer 's use of the Subscription Service exceeds the Committed Resources, the excess usage will be billed as a "Quarterly reconciliation" at a rate not covered by the initial commitment, as indicated in the Order Form. Professional Services fees will be invoiced in accordance with the terms specified in an Order Form. UnityOne reserves the right, with a 30-day notice to the Customer (which may be sent via email), to modify the Fees or introduce new charges and Fees at the conclusion of the Initial Service Term or the current renewal term.
- 10.3. Customer must assert any good faith dispute with regard to Fees in writing within 10 days of receipt of the invoice giving rise to the dispute. Except for any adjustments or credits resulting from incorrect billing, all payments are deemed final and non-refundable.
- 10.4. **Payment Methods.** Unless otherwise set forth on an Order, during the registration process, you will choose a business charge card or U.S. domestic electronic funds transfer ("ACH") bank account for directly charging your subscription fees. You hereby authorize us to automatically debit your designated charge card or ACH bank account for the subscription fees until you cancel your subscription, and we reserve the right to delay or suspend access to the Service unless these accounts are designated and maintained. If you would like to change your payment method or details, such as your credit card validity or expiration date, you may access and edit your account information through our application. UnityOne uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain nor use your billing information except to process your credit card information for the UnityOne Service.
- 10.5. The Customer acknowledges that the monthly Committed Resources Fee is based on the access requirements provided by the Customer to UnityOne, as further detailed in an Order Form. If the Customer wishes to expand access to additional users, sites, assets, or Affiliates, they can purchase additional Committed Resources by executing a separate Service Order Form.
- 10.6. All amounts not paid when due shall be assessed an administrative fee equal to 5% of the amount past due. In addition, UnityOne may charge interest on all due and unpaid fees at the rate of 1.5% per month (or the maximum interest rate permitted by law, whichever is lower). The customer shall pay to UnityOne all costs of collection, including attorneys' fees, costs and expenses incurred in connection therewith.

- 10.7. In the event Customer does not remit payment of all amounts due under an invoice by the tenth (10) day following its due date, UnityOne may, at its discretion and without notice, cease providing Services to Customer.
- 10.8. The Customer is responsible for all taxes associated with the Subscription Service and other services provided under the Agreement, except for U.S. taxes based on UnityOne's net income. All payments are to be made in U.S. dollars, unless otherwise agreed upon in writing by UnityOne.
- 10.9. UnityOne may, at reasonable times and with reasonable prior notice, audit the business records of the Customer to ensure compliance with the Agreement's terms and to verify the number and type of Resources managed through the Subscription Service. UnityOne will cover all audit expenses unless the audit reveals a greater than 5% error in favor of UnityOne, in which case the Customer will cover reasonable audit expenses incurred by UnityOne.

## 11. Term and Termination.

- 11.1. **Term.** Each Service Order Form shall be for the contract term specified therein (unless the Agreement is earlier terminated as provided herein); provided, however, that if any Service Order Form commences on a day other than the first day of a month, the number of months in the term shall be counted starting with the first full month following the commencement date. Upon expiration of the term set forth in a Service Order Form, the Service Order Form will automatically renew for successive twelve-month terms (each a "Renewal Term"), unless either party has given notice of non-renewal to the other party at least sixty (60) days prior to the expiration date of the initial term or the then-current Renewal Term, as applicable. At UnityOne's option, the term will not automatically be renewed if Customer is then in default under the Agreement. Unless otherwise provided in the applicable Service Order Form, UnityOne reserves the rights to change its prices at any time during any Renewal Term, with or without notice to Customer; provided, however, such changes will be limited to a maximum of 10% in any Renewal Period unless UnityOne first gives Customer notice of a higher increase and Customer fails to object to such increase within ten days of such notice.
- 11.2. **Event of Default by Customer.** The occurrence of any one or more of the following shall constitute an "Event of Default by Customer" : (a) Customer for any reason fails to pay UnityOne any fees, charges or any other amount due under the Agreement within ten (10) days of its due date, b) Customer fails to perform any obligation or covenant set forth in the Agreement and the same is not cured within ten (10) business days following receipt of written notice thereof, or c) Customer admits in writing its inability to pay its debts as they become due, fails to satisfy any judgment against it, ceases operations of its business in the ordinary course, is adjudicated bankrupt or becomes insolvent, winds up or liquidates its business voluntarily or otherwise, applies for, consents to or suffers the appointment of, or the taking or possession by a receiver, custodian, assignee, trustee, liquidator or similar fiduciary of itself or of all or any substantial portion of its assets, makes a general assignment for the benefit of creditors, commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), files a petition seeking to take advantage of any other law providing for the relief of debtors, acquiesces to, or fails to have dismissed, within 30 days, any petition filed against it in any involuntary case pursuant to such bankruptcy laws and/or takes any action for the purpose of effecting any of the foregoing. Upon the occurrence of an Event of Default by Customer, UnityOne shall have the right (a) to discontinue all Services to Customer with or without notice to Customer, and/or (d) upon written notice to Customer, to terminate the Agreement.

- 11.3. **Event of Default by UnityOne.** The occurrence of any one or more of the following shall constitute an “Event of Default by UnityOne” the Agreement: the failure by UnityOne to perform any material obligation or covenant set forth in the Agreement if the same is not cured within thirty (30) days following receipt of written notice thereof; provided, however, that it shall not be an Event of Default by UnityOne if such failure is capable of cure and UnityOne commences to cure such failure within said 30 days and thereafter diligently prosecutes the curing thereof. Upon the occurrence of an Event of Default by UnityOne, Customer may terminate the Agreement upon ten (10) days’ notice.
- 11.4. Upon termination or expiration of this Agreement, Customer must stop using the Subscription Service and delete all copies of Resident Software in their possession.
- 11.5. In the event this Agreement is terminated for any reason other than an Event of Default by UnityOne, Customer shall be obligated to pay to UnityOne immediately all amounts due to UnityOne, including late charges and fees, plus an amount equal to the total subscription charges by way of liquidated damages and not a penalty expressly excluded from Customer’s limitation of liability, that Customer would have paid UnityOne over the remainder of the term of the Agreement as specified on each Service Order Form.
- 11.6. Except where your early termination is pursuant to UnityOne’s uncured material breach, early termination of a subscription or ceasing your use of the Services will not result in a refund of any prepaid fees or modify your obligation to pay fees, by way of liquidated damages and not a penalty, for the remainder of the then current Term.
- 11.7. If the Customer has settled all outstanding payments as per this Agreement and unless there are shorter data retention periods specified in the Service Plan, an Authorized User designated by the Customer can access and download Customer Data for up to 30 days after the termination of this Agreement or an applicable Service Order Form. The designated Authorized User’s access and usage will still be bound by the terms of this Agreement, but they can only use the Services to download Customer Data. Any use of the Services after termination, except as allowed in this Section, will be subject to additional charges. Customer Data will be deleted after termination as part of regular procedures, and it will not be kept beyond the Service Plan’s retention period. If the Customer wishes to delete Customer Data earlier, they can make a request by email.
- 11.8. Certain sections of this Agreement, such as payment obligations, confidentiality, warranty disclaimers, and liability limitations, will continue to be in effect even after termination.

## 12. Representations and Warranties.

- 12.1. **Representations.** Each party hereby represents and warrants to the other that (i) such party has the right, power and authority to enter into this Agreement and to fully perform all its obligations hereunder; and (ii) the making of this Agreement does not violate any agreement existing between such party and any third party.
- 12.2. **Limited-Service Warranty.**
- (i) We warrant that we will deliver and perform the Services in a good and workmanlike manner consistent with applicable industry standards and the functional requirements and technical specifications set forth in the applicable Order.

- (ii) **Service Level Agreement.** We will provide the Services in accordance with the Service Level Agreement (individually or collectively, the “Service Level Agreement”), and any remedies for failure to comply with such standards are set forth therein.

12.3. UNITYONE DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SUBSCRIPTION SERVICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SUBSCRIPTION SERVICE AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS” AND UNITYONE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ANY CHANGES TO THE CUSTOMER ENVIRONMENT, CUSTOMER COMPONENTS, OR CONNECTIONS (INCLUDING THEIR UNAVAILABILITY) OR CUSTOMER COMPONENT TERMS DURING AN ORDER TERM DO NOT AFFECT CUSTOMER’S OBLIGATIONS UNDER THE APPLICABLE ORDER OR THIS AGREEMENT.

### 13. Indemnification.

13.1. **By UnityOne.** We shall, at our own expense, indemnify, defend and hold you harmless from and against any damages and expenses (including reasonable attorneys’ fees) as a result of third party claims, to the extent of any finding that the UnityOne Technology, when used in strict compliance with the license rights and use instructions provided by UnityOne infringed or misappropriated the copyright, patent rights or trade secret rights of a third party; provided we promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. However, Customer has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests. Notwithstanding the foregoing, we shall have no liability, and shall have no obligation to defend or indemnify you, for any third party claim of infringement to the extent based upon (i) use of other than the then current, unaltered version of the UnityOne Technology and applicable Services, unless the infringing portion is also in the then current, unaltered release; (ii) use of the Services or UnityOne Technology other than strictly in accordance with our instructions and documentation; or (iii) use, operation or combination of the applicable Services with non-UnityOne programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination. In the event the use of any Service or UnityOne Technology is, or we believe is likely to be, alleged or held to infringe any third party intellectual property right, we may, at our sole option and expense, (a) procure for you the right to continue using the affected service, (b) replace or modify the affected service with functionally equivalent service so that it does not infringe, or, if either (a) or (b) is not commercially feasible, (c) terminate the Services and refund the fees received by us from you for the affected service for the remaining Term of then-current subscription period. THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND OR NATURE.

13.2. **By Customer.** Customer agrees to indemnify, defend and/or handle at its own cost and expense any claim or action against UnityOne, its parent companies and its affiliates and their

successors, and their respective officers, directors, employees, shareholders, representatives, and agents (each an “Indemnified Party”) from and against any action or Claims (defined below) by a third party arising out of, or relating directly or indirectly to the Agreement, the License (if any) granted under the Agreement and the use of the Services by Customer or any person or entity acting through or on behalf of Customer, excepting therefrom Claims arising out of section 13.1 as determined by a court of competent jurisdiction. For purposes of the Agreement, the term “Claims” means any and all claims, causes of action (whether based on tort or contract law principles, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and reasonable attorneys’ fees and costs). Claims include claims for injury to any persons (including death at any time resulting from that injury), and loss of, injury or damage to, or destruction of real or personal property. The provisions of this section shall survive the expiration or earlier termination of the Agreement. An Indemnified Party shall give Customer prompt notice of any claim asserted or threatened against it and the basis of which the Indemnified Party intends to seek indemnification, but the obligations of the Customer shall not be conditioned upon receipt of such notice except to the extent that Customer is actually prejudiced by such failure to give notice. Customer shall promptly assume the defense of the Indemnified Party with counsel reasonably satisfactory to the Indemnified Party and the fees and expenses of such counsel shall be at the sole cost and expense of Customer. Notwithstanding the foregoing, the Indemnified Party shall be entitled, at its expense, to employ counsel separate from counsel for the Customer and from any other party in such action, proceeding, or investigation. An Indemnified Party may not agree to a settlement of a Claim without the prior written approval of the Customer, which approval shall not be unreasonably withheld. Customer may not agree to a settlement of a Claim against an Indemnified Party unless such settlement includes a full release of the Indemnified Party.

#### **14. Limitation of Liability.**

14.1. IN THE EVENT THAT UNITYONE SHALL FAIL TO PERFORM OR FAIL TO HONOR OR PERFORM ANY OBLIGATION OR COVENANT TO BE PERFORMED UNDER THESE TERMS AND CONDITIONS, (INCLUDING, WITHOUT LIMITATION, ANY INDEMNITIES GIVEN BY UNITYONE), UNITYONE’S AGGREGATE LIABILITY UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL OF TWELVE MONTH’S SUBSCRIPTION FEE PAID BY CUSTOMER FOR THE APPLICABLE SERVICE ORDER FORM OR USD 1,000,000, WHICHEVER IS LOWER. CUSTOMER’S MONETARY LIABILITY TO UNITYONE, REGARDLESS OF THE FORM OF ANY CLAIM, INCLUDING COSTS, ATTORNEYS’ FEES AND EXPENSES WHERE APPLICABLE, WILL BE LIMITED TO THE ANNUAL FEE FOR SERVICES PAID BY CUSTOMER UNDER THE SERVICE ORDER FORM. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR A SERVICE OUTAGE (AS DEFINED IN THE SERVICE LEVEL AGREEMENT) SHALL BE THE CREDIT PROVIDED IN THE SERVICE LEVEL AGREEMENT. UNITYONE SHALL NOT BE LIABLE FOR ANY OTHER TYPE OF DOWNTIME OR CONNECTIVITY FAILURE OR SERVICE INTERRUPTION. UNITYONE SHALL NOT IN ANY CASE BE LIABLE FOR ANY OF THE FOLLOWING: (1) THE USE OR CONTENT OF INFORMATION PASSING OVER ITS NETWORK; SUBJECT TO UNITYONE’S OBLIGATIONS UNDER THIS AGREEMENT (2) UNAUTHORIZED ACCESS OR DAMAGE TO, ALTERATION, THEFT, DESTRUCTION OR LOSS OF, CUSTOMER’S RECORDS, INFORMATION, FILES OR DATA; SUBJECT TO UNITYONE’S OBLIGATIONS UNDER THIS AGREEMENT (3) ECONOMIC, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING

LOST PROFITS AND SAVINGS AND ADDITIONAL COSTS, EXPENDITURES OR INVESTMENTS INCURRED IN CONNECTION WITH CUSTOMER'S BUSINESS OR OTHERWISE), EVEN IF UNITYONE IS INFORMED OF THE POSSIBILITY THEREOF; (4) DAMAGES CAUSED BY CUSTOMER; (5) CLAIMS AGAINST CUSTOMER BY ANY OTHER PARTY FOR ANY REASON; OR (6) ANY ACT OR OMISSION OF A THIRD PARTY FURNISHING SERVICES AND/OR PRODUCTS, OR (7) THE INSTALLATION AND /OR REMOVAL OF ANY AND ALL CUSTOMER EQUIPMENT OR SUPPLIES.

14.2. The exclusions and limitations in the above section shall not apply to: (i) Customer's breach of Section 8.2; or (ii) Customer's payment obligations to UnityOne under this Agreement.

### **15. Publicity.**

Neither Party shall, except as otherwise required by Applicable Law, issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other Party's marks or logos without the prior written consent of the other Party. Provided, however, UnityOne may include Customer's name and logo in its lists of UnityOne Customers, its public website and other promotional material, in each case in accordance with any Customer brand guidelines to the extent available to UnityOne. UnityOne agrees to cease such uses of Customer's name and logo within 30 days following Customer's request in writing.

### **16. Assignment.**

Customer may not assign, transfer or convey the Agreement, or any rights or obligations thereunder, by merger, share exchange, asset sale, reorganization, operation of law or otherwise, to any other party without UnityOne's prior written consent which consent shall not be unreasonably withheld provided that (i) the proposed assignee assumes all of the Customer's obligations under the Agreement, (ii) Customer is in compliance with all of the terms, covenants and conditions of the Agreement, and (iii) the Tangible Net Worth of the proposed assignee is not less than the Tangible Net Worth of Customer as of the date of the assignment. The term "Tangible Net Worth" means the excess of total assets over total liabilities (in each case, determined in accordance with GAAP) excluding from the determination of total assets all assets which would be classified as intangible assets under GAAP, including, without limitation, goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises. Any assignment of the Agreement without the consent of UnityOne shall be void ab initio. The Agreement shall be binding upon, and enforceable by, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. In the event that UnityOne assigns its interest in the Agreement, UnityOne shall be released from any liability arising thereafter based upon any of the terms, covenants or conditions, express or implied, which are contained in the Agreement. In such event, Customer agrees to look solely to UnityOne's successor in interest for any liability under the Agreement after such assignment. Customer agrees to attorn in writing to UnityOne's successor in interest if requested to do so.

### **17. Relationship; No Third-Party Beneficiaries.**

Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in the Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint

venture, partnership, business entity of any kind, or constitute one Party an agent of the other Party. There are no third-party beneficiaries, actual or intended, under the Agreement.

#### **18. Dispute Resolution, Choice of Law and Jury Waiver.**

Each Party agrees that they shall attempt to resolve any dispute arising from the Agreement prior to bringing an action in court. Each Party will designate at least one company employee, capable of negotiating an agreement on behalf of that Party, within three weeks of receipt of written notification of a dispute and those employees will meet at least once in an attempt to resolve the dispute. If no agreement can be reached, both parties agree to meet again within a four-week period after the initial meeting to negotiate in good faith to resolve the dispute. Thereafter, either party may commence a court action. The Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of California applicable to contracts wholly made and to be performed within the State of California without regard to conflict of laws principles. Each Party irrevocably submits to the sole and exclusive jurisdiction of the courts of the State of California and the Federal courts of the Northern or Southern District of California, situated in the County of San Francisco or County of Los Angeles. Each Party irrevocably consents to the exercise of personal jurisdiction over each of the Parties by such courts and waives any right to plead, claim or allege that California is an inconvenient forum. In order to limit the cost of resolving any disputes between the parties, and as a material inducement to each party to enter into the Agreement, to the fullest extent permitted by law, UnityOne and Customer each expressly waives its right to trial by jury in any trial held as a result of a claim arising out of, in connection with, or in any manner related to the Agreement in which UnityOne and Customer are adverse parties, including cross-complaints by one against the other.

#### **19. Limitation of Actions.**

No action, regardless of form, arising out of or relating to the Agreement may be brought by the Customer more than twelve (12) months from the date on which the cause of action accrues. The parties agree that this section, as to the Customer only, supplants and replaces any and all periods of limitation otherwise provided by law. All periods of limitation otherwise applicable to actions by UnityOne remain as provided by law.

#### **20. Notices.**

Unless otherwise specifically provided herein, all notices required under the Agreement shall be in writing and (unless otherwise provided herein) shall be delivered via personal delivery, facsimile, overnight mail by a nationally recognized overnight service, by U.S. Mail, postage prepaid, to UnityOne at: 6001 W Parmer Lane, Ste 370 #650, Austin, Texas 78727, or to Customer at the address set forth on the signature page of the most recent Service Order Form, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. Notice shall be deemed given on the date it is received if hand delivered or sent by electronic transmission. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or nationally recognized overnight courier shall be deemed given one business day after delivery of the same to the Postal Service or courier.

#### **21. Export Restrictions.**

Each party shall (i) comply with applicable laws and regulations administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions (“Export Restrictions”), including designating countries, entities and persons (“Sanctions Targets”) and (ii) not directly or indirectly export, re-export or otherwise deliver Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving Services pursuant to this Agreement under any applicable laws or regulations, including Export Restrictions.

## **22. Anti-Bribery and Anti-Corruption Commitment.**

UnityOne is dedicated to conducting its business in a manner that is entirely free from all types of corrupt or dishonest practices, such as kickbacks, money laundering, and fraud. We are fully committed to abiding by all relevant laws and regulations concerning anti-bribery and anti-corruption, which includes, but is not limited to, the U.S Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010. Both parties involved in this Agreement pledge not to engage in any direct or indirect offering, promising, providing, or accepting of anything valuable to or from the employees of the other party, government officials, or business partners that would violate any provisions of applicable anti-bribery laws in connection with this Agreement or any UnityOne business. UnityOne will ensure that it, along with all its personnel and associates, adheres completely to the UK Modern Slavery Act of 2015.

## **23. Notice to U.S. Government Users.**

The U.S. Government is given the Services and Documentation under the classification of "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data," and they have the same rights and limitations that apply to these Services and Documentation in general. If a Customer or an Authorized User is using these Services and Documentation on behalf of the U.S. Government and these terms do not align with the U.S. Government's requirements or are in conflict with federal law in any way, the Customer and their Authorized Users must immediately cease using the Services and Documentation. The terms mentioned here are explained in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

## **24. High Risk Activities.**

The software is not created, produced, or meant to be utilized or sold as real-time control equipment in dangerous settings where flawless performance is crucial. This includes, but is not limited to, situations like operating nuclear facilities, managing aircraft navigation or communication systems, overseeing air traffic control, or maintaining weapons systems. In such cases, if the software were to malfunction, it could directly result in fatalities, personal harm, or significant physical and environmental destruction (referred to as "High Risk Activities"). The Company specifically disclaims any express or implied warranty of fitness for High Risk Activities.

## **25. Force Majeure.**

Either party shall not be liable for any failure or delay in performance under these terms and conditions, including the attached service level agreement and in any service order form to the extent caused by causes beyond its reasonable control, including, without limitation: earthquakes, weather or natural disasters, fire, flood, storm, cosmic storm, solar wind, lighting, or other acts of



nature, damage to facilities, shortages of materials or transportation, electrical blackouts or brownouts, explosions, labor disputes, the failure of any utility provider to deliver electricity or water to the facility in the quality and quantity normally delivered by such utility, excessive voltage or amperage sags on utility power feeds, the failure of either party's equipment, war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, vandalism or other criminal act, nationalization, government sanction, eminent domain, blockage, or embargo, or the conduct of third parties.

## **26. Free and Beta Services.**

This pertains to the usage of two types of services provided by UnityOne: (i) Services that are available to the Customer without any charges (referred to as "Free Services") and (ii) services or features offered by UnityOne to the Customer that are not generally accessible to UnityOne's regular customers or are designated as beta, pilot, preview, or similar categories (referred to as "Beta Services"). Unless otherwise specified in a specific order: (a) Free Services and Beta Services, when provided without any cost, will become subject to the applicable Fees either upon the expiration of any free period mentioned in a relevant order or, if there's no specified term in the order, upon 15 days' notice from UnityOne. (b) New Customers who receive free trials will have a trial period of 14 days, during which UnityOne's right to use the customer's name and logo as described in Section 15 will not be applicable. (c) UnityOne retains the right to discontinue or make changes to the provision of any Beta Services at any time, with or without prior notice. (d) Sections pertaining to Availability, Support, and UnityOne Warranties are not applicable to Free Services and Beta Services. (e) The security measures do not cover the Beta Services, except to the extent that they are applicable to the core Services. (f) The UnityOne indemnity for Losses as outlined in Section 13.1 is subject to a cumulative and aggregate cap of \$10,000.

## **27. Third-Party Software Applications.**

The Collector Software may grant the Customer access to third-party software programs and SaaS Platforms ("Third-Party Programs"), and such programs may also come included with the Collector Software. These Third-Party Programs have their own licensing terms, which could encompass open-source licenses. In the context of the Customer's use of Third-Party Programs, the terms of these Third-Party Programs take precedence over the terms outlined in this Agreement. This Agreement does not restrict the rights of the Customer under any of these Third-Party Programs or provide the Customer with rights that override the terms of any associated license agreement for a Third-Party Program.

## **28. Insurance.**

Each party will, at its expense, during the Term and for the 2-year period following termination or expiration hereof, purchase and maintain insurance policies with an insurance company or companies of U.S. or internationally recognized standing with a rating of A-/Class IX, or better, as rated by A.M. Best, with the following minimum limits:

- (i) Comprehensive General Liability Insurance, with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, personal injury and property damage;
- (ii) Privacy and network security liability ("Cyber") Insurance, with limits of at least \$1,000,000 per claim and \$2,000,000 in the aggregate, providing protection against liability for privacy

- breaches, system breaches, denial or loss of service, introduction, implantation or spread of malicious software code and unauthorized access to or use of computer systems; and
- (iii) Workers Compensation and Employers Liability Insurance as required by applicable laws, in amounts that meet or exceed those required by applicable laws.
  - (iv) If any of such insurance policies are to be modified or cancelled during the Term of this Agreement in a way that would materially affect the coverage required hereunder, the party holding the policy will provide written notice to the other party at least thirty (30) days prior to such modification or cancellation. Each party will, upon a party's request, provide the other party with certificates of insurance evidencing satisfactory coverage of the types and limits set forth above.

### **29. Compliance with Federal, State and Local Laws.**

Each party agrees the Services provided hereunder shall be delivered and used in accordance with all applicable federal, state and local laws and regulations.

### **30. Attorney Fees and Costs.**

If either party commences a legal or administrative action against the other party to enforce the Agreement, the prevailing party in such litigation shall be entitled to collect from the party not prevailing its reasonable attorney fees and costs. In any instance in which Customer requests UnityOne's consent hereunder, Customer shall pay, within ten (10) days after invoicing by UnityOne, all of UnityOne's review, processing fees, and costs as well as any reasonable professional attorneys, accountants, engineers or other consultant's fees incurred by UnityOne or the owner of the Facility relating to such request for consent.

### **31. Counterparts and Interpretation.**

The Agreement may be executed in any number of counterparts, electronically, via facsimile or in portable document format (PDF), all of which taken together shall constitute one single agreement between the Parties. Headings are for convenience only and are not to be considered in construing or interpreting the Agreement. The terms "include," "includes," and "including," whether or not capitalized, mean "include, but are not limited to," "includes, but is not limited to," and "including, but not limited to," respectively and are to be construed as inclusive, not exclusive.

### **32. Amendment; Waiver; Severability.**

No amendment, modification, waiver or discharge of any provision of the Agreement shall be valid unless made in writing and signed by an authorized representative of the Party against whom enforcement is sought. No failure or delay by either Party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both Parties. If any provision of the Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and remain in full force and effect. Notwithstanding the foregoing, the Rules and Regulations and the Acceptable Use Policy may be updated from time to time in writing and/or published on UnityOne's website.

### **33. Survival.**

The provisions of Subscription Fees, Term and Termination, Our Technology, Ownership, Confidentiality, Indemnification, Disclaimers, Limitation of Liability, and General Provisions will remain in effect beyond the expiration or termination of this Agreement, as specified for each section, if applicable.

### 34. Entire Agreement.

All Service Order Forms preexisting the date hereof shall be governed by these Terms and Conditions. These Terms and Conditions, including the schedules hereto which are incorporated herein, together with the Service Order Forms, constitute the entire agreement between the parties and supersede any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. In the event of a conflict between the Terms and Conditions and any Service Order Form, the terms of Service Order Form shall prevail. Customer acknowledges, that it has read the Agreement, and agrees to be bound thereto and that these Terms and Conditions together with the schedules, and the Service Order Forms supersede all previous communications, oral or in writing, relating to the subject matter hereof.

### List of Schedules.

- SCHEDULE A - SERVICE LEVEL AGREEMENT
- SCHEDULE B - SUPPORT SERVICES

WHEREAS the authorized representatives of the parties have accepted and agreed to this MSA as of the date below:

Customer: (Legal Name of Customer)

UnityOne

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**  
**SERVICE LEVEL AGREEMENT**

**1. Availability.**

- 1.1. **Services Availability.** UnityOne will use commercially reasonable efforts to ensure that the UnityOne Service maintains a Services Availability level of 99.9% for Customer. As used herein, “Services Availability” relates to the core application’s availability as served from UnityOne hosted environments for data ingestion, alerting, and Customer portal access. Excluding scheduled maintenance periods, the Service will be deemed “available” so long as, (a) data ingestion services are able to accept incoming monitoring data, (b) alerting services are able to generate and attempt delivery of alert messages, and (c) Customer’s authorized users are able to login to their Customer portal interface. Services Availability is measured in minutes as a percentage of a particular month (based on a 24-hour day for the number of days in the subject month) that the UnityOne Service is available.
- 1.2. **Scheduled Maintenance.** Services Availability shall not include Planned Maintenance or Extraordinary Circumstances (each as defined in the Agreement).
- 1.3. **“Downtime”** shall mean the time periods when Authorized Users access the Subscription Service. Downtime excludes time that the Subscription Service is unavailable for any of the following reasons:
- Planned maintenance periods during which the Subscription Service is being upgraded or repaired.
  - Outage in the Subscriber’s own Internet Service Provider.
  - Any failure in Subscriber’s own hardware, software or network connection.
  - Any systemic Internet failure.
  - Subscriber’s bandwidth restrictions.
  - Subscriber’s acts or omissions.
  - Anything outside of the direct control of UnityOne.
- 1.4. **Remedies for Services Availability Failure.** If the Services Availability in the aggregate falls below 99.9% for one (1) calendar month, a Service credit (a “Service Credit”) will be available for each additional hour during that same calendar month that the UnityOne Service is unavailable rounded up to the full hour. Each Service Credit will be equal to one (1) hour of the annual contract value. To assess Services Availability, Customer may request the Service Availability for the prior calendar month by filing a UnityOne support request ticket through the UnityOne support portal. If Services Availability was below 99.9% in the aggregate for the applicable calendar month, Customer may receive the available Service Credit by providing a written request to UnityOne for the available Service Credit no later than 60 days after the last day of the calendar month during which the Services Availability failure occurred. Any Service Credit due to the Customer shall be credited to the Customer on the next invoice issued by UnityOne under the applicable Service Agreement.

**SCHEDULE B**  
**SUPPORT SERVICES**

Severity		Type of Issue	Initial Response SLA	Response Target (Updates)	Method of Contact (Recommended)
<b>Disaster (P1)</b>	UnityOne Platform issues are categorized as Disaster(P1) if any of the below functionality/modules are impacted. - Portal Accessibility & user Sessions - Remote Access - Alert Management - Ticket Management	15 minutes	Updates every 1 hour until resolution		Phone Only
<b>Critical (P2)</b>	Regression issues identified by UnityOne Team will be categorized as "P2"	2 hours	1 day for non-development items issue fixes Any development effort will be prioritized for the next minor release.		Portal/Email
<b>High (P3)</b>	Any Bugs identified in the platform will be categorized as "P3"	1 Day	Every Business Day updates will be shared. Will be prioritized for next major release after validation		Portal/Email
<b>Low (P4)</b>	Any issue which is not causing major impact will be	1 Day	Every Two Business day updates		Portal/Email

<b>Severity</b>		<b>Type of Issue</b>	<b>Initial Response SLA</b>	<b>Response Target (Updates)</b>	<b>Method of Contact (Recommended)</b>
	considered as minor issue		will be shared		