

## AVANTO | MASTER SERVICE AGREEMENT

### IMPORTANT INFORMATION – READ CAREFULLY

UNLESS YOU (THE “CUSTOMER”) HAVE OBTAINED PERMISSION TO USE AVANTO’S SERVICES UNDER A SEPARATE, DULY SIGNED AGREEMENT OR WITH AVANTO, ALL AVANTO SERVICES, INCLUDING ANY FREE TRIALS, ARE PROVIDED UNDER THE FOLLOWING TERMS AND CONDITIONS AND ANY SUPPLEMENTAL TERMS REFERENCED BELOW AND YOUR RIGHT TO USE THE SERVICES IS CONDITIONED UPON YOUR ACCEPTANCE OF THIS AGREEMENT (THE “MSA”).

YOUR USE OF THE SERVICES SHALL SIGNIFY YOUR ACCEPTANCE OF THE MSA. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS AND YOU DO NOT HAVE A SEPARATE SERVICE AGREEMENT AS REFERENCED ABOVE, YOU MAY NOT USE THE SERVICES.

### TERMS AND CONDITIONS

If you, the Customer, are entering this Agreement on behalf of a company or other legal entity, you represent that you have the authority to enter into such acceptance and to bind such entity and its affiliated users to the terms of this Agreement, in which case references to “you” and “your” in this Agreement shall mean such entity. If you do not have such authority or if you do not agree with the terms of this Agreement, do not accept this Agreement, and do not use the Services (as defined below). Capitalized terms not otherwise defined elsewhere in this Agreement shall have the meanings assigned in Section 19 below.

1. **Services.** The term, Services, as used herein shall be those services described in one or more estimates, statements of work, or other writings exchanged between the parties regarding Avanto’s various services to be provided to Customer (each, a “Statement of Work”). Customer also acknowledges that any free trial of the Services that may be provided to Customer by Avanto is subject to the applicable terms and conditions of this MSA. The specific Services set forth in each Statement of Work shall be referred to herein as the “Deliverables.” Each Statement of Work shall be deemed to have incorporated all of the terms and conditions of this MSA in full, and as may be amended from time to time by Avanto. Such amendments shall be posted on their website, [goavanto.com/](http://goavanto.com/). If there is any conflict between the provisions of the MSA and Statement of Work, the provisions of the Statement of Work shall control, except for Sections 15-18 of the MSA which shall control over all Terms and Conditions contained in the Statements of Work.

2. **Effective Date.** This Agreement is effective, and Customer expressly agrees to be bound by its terms upon the earlier of (i) the execution by Customer of the Statement of Work for the Services therein described or (ii) upon Customer's Use of the Services (the "Effective Date").
  
3. **Grant of Rights and Restrictions.** Subject to the terms hereof and any applicable user/use limitations, Avanto grants Customer a limited, non-transferable, non-exclusive right to access and use the Deliverables set forth in the Statement of Work, subject to any limitations in the Statement of Work, for Customer's internal business purposes and only in accordance with Avanto's User Documentation. In addition, Avanto grants Customer a limited, non-sublicensable, non-transferable nonexclusive license during the applicable Statement of Work Term, subject to any limitations on the Statement of Work, to install, copy and use Avanto Software (if any is included in the Deliverables) in conjunction with the Deliverables and for Customer's internal business purposes and only in accordance with Avanto's User Documentation. As between the parties, Avanto retains sole ownership of all Services and rights therein, including, without limitation, all documentation, modifications, improvements, upgrades, derivative works, developments, original works and all other Intellectual Property rights in connection with the Services, including Avanto's name, logos, and trademarks reproduced through the Services, subject to Section 10 below. Customer shall not (and shall not permit any third-party to), directly or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services (except to the extent applicable laws specifically prohibit such restriction); (ii) modify, translate, or create derivative works based on the Services; (iii) copy, rent, lease, distribute, pledge, assign, or otherwise transfer or encumber rights to the Services; (iv) use the Services for the benefit of a Third-Party; (v) remove or otherwise alter any proprietary notices or labels from the Services or any portion thereof; (vi) use the Services to build an application or product that is competitive with any Avanto product or service; (vii) interfere or attempt to interfere with the proper working of the Deliverables or any activities conducted on the Services; or (viii) bypass any measures Avanto may use to measure or restrict access to the Services (or other accounts, computer systems or networks connected to the Service). Customer is responsible for all of Customer's activity in connection with the Services, including but not limited to uploading Customer Data (as defined below) onto the Services, unless otherwise agreed by the parties in writing. Upon mutual execution, each Statement of Work shall be incorporated into and form a part of the Agreement. Customer (i) shall use the Services in compliance with all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Services (including those related to data privacy, international communications, export laws and the

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transmission of technical or personal data laws), and (ii) shall not use the Services in a manner that violates any Third-Party intellectual property, contractual or other proprietary rights. Avanto makes no representation that the Services are appropriate or available for use outside of the United States. Customer represents and that it is not located in, under the control of, or a national or resident of any country to which the United States has embargoed the import or export of goods, on the United States Treasury Department's List of Specially Designated Nationals or United States Commerce Department's Table of Deny Orders.

4. **Avanto Access to Customer's Computer Systems.** If the Services to be provided hereunder include Data Entry Services, Customer will provide all necessary passwords and security access to the necessary programs in the Customer's Computer System ("Access Codes") to enable Avanto to provide such services. Avanto will have no liability for any lapses in the Data Entry Services due to Avanto's inability to access the Customer's Computer System. Customer shall be responsible for obtaining and maintaining the Customer's Computer System and paying all third-party access charges and fees incurred to maintain and operate the Customer's Computer System. Avanto will provide reasonable safeguards for the security and/or use of the Access Codes and shall only use such Access Codes for the limited purpose of providing the Data Entry Services to the Customer and for no other purpose. In the event that incorrect data is entered by Avanto or its agents providing the Data Entry Services, Customer shall notify Avanto of such incorrect data in writing and Avanto shall, at its sole expense, timely correct the data entries in the Customer's Computer System. This shall be the Customer's sole remedy for such incorrect data entry. Customer shall be responsible for implementing, maintaining, and updating all necessary and proper procedures and software for safeguarding the Customer's Computer System against all Viruses. Customer shall abide by all local and international Laws and regulations applicable to its use of the Services, use the Services only for legal purposes, and comply with all regulations, policies and procedures of networks connected to the Customer Computer System.
5. **Implementation.** Upon payment of any applicable fees set forth in each Statement of Work, Avanto agrees to use reasonable commercial efforts to provide standard implementation assistance for the Deliverables only if and to the extent such assistance is set forth on such Statement of Work ("Implementation Assistance"). If Avanto provides Implementation Assistance in excess of any agreed-upon hours estimate, or if Avanto otherwise provides additional services beyond those agreed in a Statement of Work, Customer will pay Avanto at its then-current hourly rates for consultation.

6. **Support Services.** During the term of the Statement of Work(s), Avanto will provide to Customer the applicable Support Services posted on Avanto’s website and as may be amended from time to time. Support Services do not include: (a) physical installation or removal of the Avanto Software and any User Documentation; (b) visits to Customer’s site; or (c) any professional services associated with the Services, including, without limitation, any custom development, data modeling, code review and application architecture/infrastructure design. Avanto’s support obligations do not extend to any ongoing test, training, or any other non-production instances of the Deliverables provided to Customer pertaining to issues or errors caused by:
- 6.1. Third-Party hardware, Third-Party SaaS or Third-Party software;
  - 6.2. Use of the Services in violation of the terms of the Agreement; or
  - 6.3. Use of the Services other than in accordance with any User Documentation or the express instructions of Avanto.
7. **Service Updates.** From time to time, Avanto may provide upgrades, patches, enhancements, or fixes for the Service to its customers generally without additional charge (“Updates”), and such Updates will become part of the Deliverables and subject to this Agreement; provided that Avanto shall have no obligation under this Agreement or otherwise to provide any such Updates. Customer understands that Avanto may cease supporting old versions or releases of the Deliverables at any time in its sole discretion; provided that Avanto shall use commercially reasonable efforts to give Customer sixty (60) days prior notice of any major changes.
8. **Ownership; Restrictions; Feedback.** As between the parties, Avanto retains all right, title, and interest in and to the Services, and all software, products, works, and other intellectual property and moral rights related thereto or created, used, or provided by Avanto for the purposes of this Agreement, including any copies and derivative works of the foregoing. Customer agrees to maintain the copyright notice and any other notices that appear on the Deliverables and the Software. No rights or licenses are granted except as expressly and unambiguously set forth in this Agreement. Customer, at its option may from time to time provide suggestions, comments, or other feedback to Avanto with respect to the Service (“Feedback”). Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Avanto notwithstanding anything else. Customer shall, and hereby does, grant to Avanto a nonexclusive, worldwide, perpetual, irrevocable,

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transferable, sublicensable, royalty-free, fully paid-up license to use and exploit the Feedback for any purpose. Nothing in this Agreement will impair Avanto's right to develop, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions as, or otherwise compete with any products, software, or technologies that Customer may develop, produce, market, or distribute.

9. **Fees; Payment.** Customer shall pay Avanto fees for the Service as set forth in each Statement of Work ("Fees"). Unless otherwise specified in a Statement of Work, all Fees shall be invoiced annually in advance and all invoices issued under this Agreement are payable in U.S. Dollars within thirty (30) days from date of invoice. Past due invoices are subject to interest on any outstanding balance of the lesser of 1.5% per month or the maximum amount permitted by law. Customer shall be responsible for all taxes associated with Service (excluding taxes based on Avanto's net income). All Fees paid are nonrefundable and are not subject to set-off. If Customer exceeds any usage set forth on an Statement of Work, then (i) Avanto shall invoice Customer for such additional usage (which Avanto may do at any time and which shall be payable within thirty (30) days from date of invoice) at Avanto's then current standard rates for such usage), in each case on a prorata basis from the first date of such excess usage through the end of the then current Statement of Work Term or from the date the last invoice was issued for excess usage (as applicable), and (ii) if such Statement of Work renews (in accordance with Section 13, such renewal shall include the additional fees for such excess usage. The Service will remain active and available as long as Customer does not have any invoice from Avanto that is more than 60 days past due unless this Agreement is terminated earlier in accordance with Section 13 hereof.
10. **Third-Party Services.** Customer acknowledges and agrees that the Service operates on or with or using application programming interfaces (APIs) and/or other services operated or provided by third parties ("Third-Party Services"). Avanto is not responsible for the operation of any Third-Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third-Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third-Party Services and for complying with any applicable terms or conditions thereof. Avanto does not make any representations or warranties with respect to Third-Party Services or any thirdparty providers. Any exchange of data or other interaction between Customer and a third-party provider is solely between Customer and such third-party provider and is governed by such Third-Party's terms and conditions.

**11. Customer Data.** For purposes of this Agreement, “Customer Data” shall mean any data, information or other material provided, uploaded, or submitted by Customer to the Services in the course of using the Deliverables. Customer Data includes without limitation, any invoices or other similar records which may be submitted by the Customer to Avanto for processing as part of the Data Processing Services. Customer shall retain all right, title and interest in and to the Customer Data, including all intellectual property rights therein. Customer acknowledges and agrees that the Services are not intended to provide a long-term storage mechanism and are wholly separate from the storage and archival of Customer Data. Customer is responsible for selecting, licensing, securing, administering, and making available the mechanism(s) that store and archive Customer Data. Customer, not Avanto, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data. Avanto shall use commercially reasonable efforts to maintain the security and integrity of the Services and the Customer Data. Avanto is not responsible to Customer for unauthorized access to Customer Data or the unauthorized use of the Services unless such access is due to Avanto’s gross negligence or willful misconduct. Customer is responsible for the use of the Services by any person to whom Customer has given access to the Services, even if Customer did not authorize such use. The Parties acknowledge and agree that Customer will be and remain the controller of the Customer Data for purposes of Privacy Laws, and nothing in this Agreement or any Statement of Work will restrict or limit in any way Customer’s rights or obligations as owner and/or controller of the Customer Data for such purposes.

**12. Confidentiality.**

12.1. During the term of this Agreement, each party may disclose to the other party certain Confidential Information (defined in Section 14). The receiving party shall hold the disclosing party’s Confidential Information in confidence and shall use its best efforts to protect it. The receiving party shall not disclose the disclosing party’s Confidential Information to any person other than employees and independent contractors of the receiving party who need to know such Confidential Information in order to perform services for the receiving party and who are bound by a written confidentiality agreement with the receiving party that is no less protective of such Confidential Information as this Agreement. Upon request of the disclosing party, the receiving party will provide the disclosing party with reasonable evidence of such written confidentiality agreement. The receiving party shall use such Confidential Information for the sole purpose of performing its obligations hereunder. Upon termination of this Agreement, the

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receiving party shall either return to the disclosing party all of the disclosing party's Confidential Information in its possession (including all copies) or shall, at the disclosing party's direction, destroy the disclosing party's Confidential Information (including all copies) and an officer of the receiving party shall certify its destruction to the disclosing party.

12.2. For the purposes of this Agreement, "Confidential Information" means any information or know-how (in oral, written, digital or other form), including, without limitation, information relating to research, product plans, products, services, clients, markets, software, developments, inventions, processes, methodologies, designs, drawings, engineering, hardware configuration, marketing or finances, provided by one party to the other party, obtained by one party from the other party, or prepared by one party upon review of the other party's information or know-how. The Training Materials shall be Confidential Information of Avanto. The receiving party shall require any of its employees and independent contractors who receive Confidential Information of the disclosing party to comply with the provisions of this Section 6 and shall be responsible for any use or disclosure of the Confidential Information of the disclosing party by any such persons as though such use or disclosure were made by the receiving party.

12.3. Notwithstanding Section 12.2, the term "Confidential Information" shall not include any information which (a) is publicly known at the time of disclosure or enters the public domain following disclosure through no fault of the receiving party, (b) the receiving party can demonstrate was already in its possession prior to disclosure hereunder, or (c) is independently developed by the receiving party without reference to or use of the disclosing party's Confidential Information.

12.4. The receiving party may disclose the disclosing party's Confidential Information upon the order of any competent court or government agency, provided that prior to such disclosure the receiving party shall inform the disclosing party of such order and provide the disclosing party with reasonable assistance to prevent or limit such disclosure.

12.5. Each party agrees that its obligations under this Section 12 are necessary and reasonable in order to protect the disclosing party and its business, and each party expressly agrees that monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of such obligations. Accordingly, each party agrees and acknowledges that any such breach or threatened breach will cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available at law, in equity or otherwise, the disclosing party shall be entitled to obtain injunctive relief against the continued breach or

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threatened breach of the receiving party's obligations under this Section 12, without the necessity of proving actual damages or posting a bond.

### 13. Term; Termination

13.1. Term of Agreement. This Agreement will commence on the Effective Date and will remain in effect for as long as there is a Statement of Work in effect ("Term"), unless otherwise terminated as provided for in Section 13.3 (Termination for Cause) below.

13.2. Term of Statement of Work and Renewal. Each Statement of Work placed under this Agreement will be in effect for a period of one (1) year from the service start date of the Statement of Work unless otherwise agreed in the Statement of Work. Thereafter, unless the Agreement is terminated as provided herein, the Statement of Work(s) will automatically renew for the same period of time as the term of the prior Statement of Work, unless either Party notifies the other Party in writing of its intent not to renew the applicable Statement of Work(s) at least thirty (30) days' prior to the end of the then-current term of such Statement of Work(s).

13.3. Termination for Cause. Either Party may terminate this Agreement for cause: (a) upon thirty (30) days' written notice to the other Party of a material breach of this Agreement if such breach remains uncured after the expiration of such period; or (b) if the other Party becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding.

14. **Indemnification.** Each party ("Indemnitor") shall defend, indemnify, and hold harmless the other party, its affiliates and each of its and its affiliates' employees, contractors, directors, suppliers and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated Third-Party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) the Customer Data or Customer's use of the Services (in the case of Customer as Indemnitor), or (ii) the Deliverables (in the case of Avanto as Indemnitor), infringes, violates, or misappropriates any Third-Party intellectual property or proprietary right. Each Indemnitor's indemnification obligations hereunder shall be conditioned upon the Indemnitee providing the Indemnitor with: (i) prompt written notice of any claim (provided that a failure to provide such notice shall only relieve the Indemnitor of its indemnity obligations if the Indemnitor is materially prejudiced by such failure); (ii) the option to assume sole control over the defense and



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settlement of any claim (provided that the Indemnitee may participate in such defense and settlement at its own expense); and (iii) reasonable information and assistance in connection with such defense and settlement (at the Indemnitor's expense). The foregoing obligations of Avanto do not apply with respect to the Deliverables or any information, technology, materials or data (or any portions or components of the foregoing) to the extent (i) not created or provided by Avanto (including without limitation any Customer Data), (ii) made in whole or in part in accordance to Customer specifications, (iii) modified after delivery by Customer, (iv) combined with other products, processes or materials not provided by Avanto (where the alleged Losses arise from or relate to such combination), (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Service is not strictly in accordance herewith. Furthermore, Customer agrees to defend, indemnify, and hold Avanto and its affiliates and their employees, contractors, directors, suppliers, and representatives harmless from any claim or other liability arising from Customer's clients and/or customers who may be the recipients of the Services provided by Avanto hereunder.

### 15. Warranty Disclaimer

Avanto warrants that the Deliverables will perform in material conformance with its official published documentation; Customer's sole remedy, and Avanto's sole liability, in the event of a breach of the foregoing warranty shall be for Avanto to provide support to Customer in accordance with Section 4. EXCEPT FOR THE FOREGOING WARRANTY, THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE" AND ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE, USAGE OF TRADE, OR COURSE OF DEALING, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. CUSTOMER AGREES TO BACKUP DATA AND TAKE OTHER APPROPRIATE MEASURES TO PROTECT ITS PROGRAMS AND DATA. ANY CUSTOMER DATA STORED OR ACCESSED THROUGH THE SERVICE IS DONE SO AT CUSTOMER'S OWN DISCRETION AND RISK, AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OF DATA THAT RESULTS FROM THE USE OF THE SERVICES.

**16. Limitation of Liability**

EXCEPT FOR (A) THE PARTIES' INDEMNIFICATION OBLIGATIONS, (B) CUSTOMER'S BREACH OF CONFIDENTIALITY OR BREACH OF OBLIGATIONS IN SECTION 4 OF THIS AGREEMENT, AND (C) CUSTOMER'S GROSS NEGLIGENCE, IN NO EVENT SHALL EITHER PARTY, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING) OR (II) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) THE FEES PAID (OR PAYABLE) BY CUSTOMER TO AVANTO HEREUNDER IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO A CLAIM HEREUNDER.

**17. Injunctive Relief and Waiver of Trial by Jury.**

The Parties agree that money damages would not be a sufficient remedy for any breach of this Agreement related to the protection of the Party's respective Intellectual Property, and that each Party shall be entitled to injunctive relief as remedies for any such breach or threatened breach and each Party further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach but shall be in addition to all other remedies available at law or equity to each Party.

EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. IN ADDITION, CUSTOMER ACKNOWLEDGES THAT THE TRANSACTIONS REPRESENTED BY THIS AGREEMENT ARE COMMERCIAL TRANSACTIONS AND HEREBY VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHTS TO NOTICE OF AND HEARING ON PREJUDGMENT REMEDIES UNDER CHAPTER 903A OF THE CONNECTICUT GENERAL STATUTES OR OTHER STATUTES AFFECTING PREJUDGMENT REMEDIES.

**18. Miscellaneous**

This Agreement represents the entire agreement between Customer and Avanto with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written, or electronic) between Customer and Avanto with respect thereto. The Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, excluding its conflicts of law rules, and the parties' consent to exclusive jurisdiction and venue in the state and federal courts having jurisdiction over Hartford County, Connecticut. All notices under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognized overnight delivery service. Notices must be sent to the contacts for each party set forth on the Statement of Work. Either party may update its address set forth above by giving notice in accordance with this section. Except as otherwise provided herein, no modification or amendment of any provision of this Agreement shall be effective unless agreed by both parties in writing, and no waiver of any provision of this Agreement shall be effective unless in writing and signed by the waiving party. Notwithstanding the forgoing, Avanto may update the terms and conditions of this Agreement upon posting such updates on Avanto's website. Except for payment obligations, neither party shall be liable for any failure to perform its obligations hereunder where such failure results from any cause beyond such party's reasonable control, including, without limitation, the elements; fire; flood; severe weather; earthquake; vandalism; accidents; sabotage; power failure; denial of service attacks or similar attacks; Internet failure; acts of God and the public enemy; acts of war; acts of terrorism; pandemic; riots; civil or public disturbances; strikes; lock-outs or labor disruptions; any laws, orders, rules, regulations, acts or restraints of any government or governmental body or authority, civil or military, including the orders and judgments of courts. Neither party may assign any of its rights or obligations hereunder without the other party's consent; provided that (i) either party may assign all of its rights and obligations hereunder without such consent to a successor-in-interest in connection with a sale of substantially all of such party's business relating to this Agreement (provided further that Customer's rights and obligations may not be assigned to a competitor of Avanto), and (ii) Avanto may utilize subcontractors in the performance of its obligations hereunder. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect. Nothing in this Agreement, express or implied, is intended to confer rights, benefits, remedies, obligations, or liabilities on any person (including, without limitation, any employees, or affiliates of the parties) other than the parties or their respective successors or

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permitted assigns. There are no third-party beneficiaries to this contract including without limitation the Customer's clients and/or customers who may be the recipients of the Services. In any action or proceeding to enforce rights under this Agreement, the prevailing party shall be entitled to recover costs and attorneys' fees. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to act with respect to a breach of this Agreement by the other party shall not constitute a waiver and shall not limit such party's rights with respect to such breach or any subsequent breaches.

### 19. Definitions:

"Agreement" means this Master Service Agreement together with all Statement of Work(s) and any exhibits thereto which are entered between Avanto and Customer.

"API" means the application-programming interface used by Customer to access certain functionality as provided by Avanto.

"Avanto Cloud Services" means the cloud-based process-as-a-service and/or robotic process automation application provided by Avanto (including any Avanto Software) and subscribed to under the Statement of Work.

"Avanto Software" or "Software" means optional software provided by Avanto for installation on a User's device or accessed by Users from the Customer's or User's software, hardware, or other device(s) and that allows a User to use certain functionality in connection with features of the Deliverables.

"Avanto Consulting Services" means those consulting services provided by Avanto to Customer on an individual basis.

"Customer's Computer System" means the Customer's network of computers, servers and other hardware and the software applications operating on such computers that house Customer's business and accounting information, records, and processing information.

"Intellectual Property" shall mean any inventions, technological innovations, discoveries, designs, formulas, know-how, processes, business methods, patents, trademarks, service marks, copyrights, computer software, ideas, creations, writings, lectures, illustrations, photographs, motion pictures, scientific and mathematical models, improvements to all such property, and all recorded material defining, describing, or illustrating all such property, whether in hard copy or electronic form.

"Services" means Avanto Cloud Services, Avanto Software and/or Avanto Consulting Services and any additional custom services or new services as may be offered by Avanto from time to time.

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“Privacy Laws” means all applicable laws relating to data privacy, transborder data flow and data.

“Use of the Services” shall mean the actual access to or use of the Services by the Customer or the provision of the means of such access or use to the Customer by Avanto. “User(s)” means, collectively, any administrator, or user.

“User Documentation” means Avanto’s then current published documentation specifying the functionality of the Deliverables that is made generally available by Avanto to its customers or its users.

“Viruses” means any computer infection, viruses, worms, Trojan horses, and other code that manifest contaminating or destructive properties.