SUBSCRIPTION AGREEMENT
General Terms

These Vodori, Inc. General Terms and Conditions ("General Terms") are incorporated by reference into and govern one or more order ("Orders") and/or Statements of Work ("SOWs") by and between Vodori, Inc. ("Vodori") and the Customer identified in such Orders and SOWs ("Customer"). Collectively, these General Terms, the Orders, and the SOWs are sometimes referred to herein as the "Agreement". Each of Vodori and Customer are sometimes individually referred to herein as a "party" or collectively as the "parties".

1. Agreement Structure and Subscription

1.1 Subject to these General Terms, Vodori shall provide to Customer (a) a subscription to Vodori's cloud-based software products (such software products and each of the related component products ordered by Customer (collectively, the "Products"), as set forth in a signed Order, and (b) such services as may be included in related, signed SOWs ("Services"). This Agreement is for the use of the Products under such Orders, and the performance of Services under such related SOWs only.

1.2 For so long as Customer is current in its payments and in compliance with these General Terms, Vodori hereby grants to Customer for the Agreement Term (as defined below), a limited, non-exclusive, non-transferable license to use the Products in accordance with this Agreement, the applicable Order, and all instructions therefore, solely for Customer's own internal business purposes. Customer shall not without Vodori's written permission: (a) license, resell, rent, lease, distribute, market, commercialize or otherwise transfer rights to or usage of the Products to any third party for any purpose including timesharing or service bureau purposes; (b) remove or alter any copyright, trademark or proprietary notice in the Products; or (c) transfer, use or export the Products in violation of any laws or regulations of any government or governmental agency. Customer agrees not to, directly or indirectly, reverse engineer, access, decompile or otherwise attempt to determine or copy the source code, data maps or architecture of the Products or any of its components.

1.3 Customer and Vodori may make changes to an Order upon mutual execution of a change order which indicates the change and the new pricing, if any, for the remainder of the Agreement Term (each a "Change Order"). Each Change Order shall amend the Order to which it applies as specifically stated, but shall continue to be subject to the remaining terms of such Order and this Agreement.

1.4 Customer acknowledges and agrees that the Products, all components and all materials therein, and any improvements and other modifications, and all pricing provided to Customer, contain valuable trade secrets of Vodori or its licensors and contain proprietary and confidential information of Vodori and its licensors. Title to all of the foregoing, and in all related patents, copyrights and other intellectual property rights, remains with Vodori or its licensors. No title to or interest in the Products or any portion thereof is transferred to Customer except for the right to use the Products under the subscription license expressly provided herein. Vodori shall be free to use, and to allow others to use, any suggestions, ideas, enhancement requests, feedback or recommendations provided by Customer or any third party relating to the Products. Customer hereby unconditionally and irrevocably grants to Vodori an assignment of all right, title, and interest in and to anonymous, aggregated or de-identified data and information related to Customer's use of the Products and the Services (collectively, "Usage Data"), which Vodori may use and share with third parties for Vodori's lawful business purposes, including to (a) compile statistical and performance information related to the provision and operation of the Products and the Services; (b) analyze and improve the Products and the Services and (c) promote its business.

1.5 Artificial Intelligence Features.
Certain features of the Products may incorporate artificial intelligence functionality ("AI Features"). Customer's use of AI Features is subject to Vodori's AI Module Terms available at http://www.vodori.com/contracts/ai-terms ("AI Terms"), which are incorporated by reference into this Agreement. Vodori may update the AI Terms from time to time upon reasonable notice to Customer; provided that no such update shall materially adversely affect Customer's rights or materially increase Customer's obligations during the then-current Product Term, except as required by applicable law.

For purposes of this Agreement, "AI Modules" means functionality within the Products that utilizes machine learning or third-party artificial intelligence services to generate, analyze, or transform content; "AI Input" means Customer Data submitted for processing by AI Modules; "AI Output" means content or data generated or returned by AI Modules; and "Customer Data" means all content or data uploaded by or on behalf of Customer into the Products for

processing; provided however, Customer Data expressly excludes any Usage Data.

2. Term and Termination

2.1 Subject to Customer's continued compliance with the terms hereof, this Agreement shall continue in full force for three (3) years (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive one (1) year terms unless either party provides written notice of nonrenewal at least ninety (90) days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Agreement Term"), or unless sooner terminated as provided in this Agreement. If the Agreement Term is renewed for any Renewal Terms, the terms and conditions of this Agreement during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the amounts payable hereunder by Customer during the applicable Renewal Term as set forth in Section 3.1. If either party provides timely notice of its intent not to renew this Agreement, then, unless otherwise sooner terminated in accordance with its terms, this Agreement shall terminate on the expiration of the then-current Agreement Term.

2.2 Notwithstanding the generally applicable Agreement Term, each Order shall specify a service term applicable to each Product thereunder (such applicable service term, the "Initial Product Term"). At the end of the Initial Product Term, the term of use of the applicable Product that is the subject of the Order shall automatically renew for additional consecutive twelve (12) month terms (each, a "Renewal Product Term" and together with the Initial Product Term, the "Product Term") unless either party provides written notice of nonrenewal at least ninety (90) days prior to the end of the then-current Product Term. In the event Customer wishes to terminate a Product prior to the end of the current Product Term then Customer may do so only upon ninety (90) days prior written notice to Vodori and payment of all of the remaining fees that would otherwise be due and owing for such Product through the end of the relevant Product Term prior to the end of such ninety (90) day period.

2.3 Vodori reserves the right to terminate or suspend access to the Products upon notice to Customer, without incurring any resulting obligation or liability, if: (a) Vodori receives a court order or other governmental demand or law enforcement request that requires Vodori to do so; or (b) Vodori believes, in its good faith and reasonable discretion, that: (i) Customer or any Customer authorized user has accessed or used the Products beyond the scope of the rights granted or for a purpose not authorized under this Agreement or in any manner that does not comply with any instruction or requirement of its published specifications; (ii) Customer or any Customer authorized user is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Products or the Services; or (iii) this Agreement otherwise expires or is terminated. This Section 2.3 does not limit any of Vodori's other rights or remedies, whether at law, in equity, or under this Agreement Either party may terminate an applicable Order or this Agreement, as applicable, if the other party fails to perform or observe any material term or condition contained therein and the failure continues unremedied for thirty (30) days after receipt of written notice. Either party also may terminate this Agreement immediately by written notice if the other party makes an assignment for the benefit of creditors, becomes subject to a bankruptcy proceeding, is subject to the appointment of a receiver, or admits its inability to pay its debts as they become due.

2.4 The termination of an individual Product Term will not terminate any other Product Term or this Agreement, unless otherwise specified in a properly applicable written notice of termination. Without prejudice to any other right or remedy of Vodori, in the event either party terminates an Order, Customer will pay Vodori all fees due and payable upon the effective date of termination.

2.5 In the event an executed Order's Product Term extends beyond the Agreement Term, the Agreement Term shall be automatically extended to be coterminous with the executed Order's Product Term.

2.6 Customer may terminate this Agreement without cause, in whole but not in part, upon ninety (90) days prior written notice to Vodori, provided that upon such termination, Customer shall be obligated for payment of the following fees: (a) the aggregate amount of all remaining fees that would otherwise become due under active Orders through the end of the then-current Product Terms of all the Products as if this Agreement had not terminated; and (b) all unpaid fees for Services provided by Vodori prior to the effective date of termination.

3. Pricing and Payment

3.1 Pricing applicable to an Order is set forth in the applicable Order. Unless otherwise noted in the Order, pricing shall remain fixed for the duration of the Order. Vodori may change pricing for any Renewal Product Term upon written notice to Customer at least ninety (90) days in advance, provided that any such price increase will not

exceed the greater of (i) five percent (5%) or (ii) the annual percentage increase in the Consumer Price Index (CPI) published by the U.S. Department of Labor's Bureau of Labor Statistics for the U.S. City Average for All Urban Consumers (CPI-U) for the previous twelve (12) months.

3.2 Unless set forth otherwise in an Order, Vodori shall invoice upon execution of an Order for any set up fees, one-time fees, and annual subscription fees for the Initial Term or the Initial Product Term. In the event of any Renewal Term or Renewal Product Term, Vodori shall invoice Customer for the then applicable subscription fee price relating to the products or Services being renewed. Unless set forth otherwise in an Order, Customer shall pay all amounts due under such invoices within thirty (30) days of the invoice date. Except as otherwise set forth herein, all amounts paid are nonrefundable. Vodori shall have the right to combine invoicing and issue a single invoice to Customer combining all Orders.

3.3 Fees are exclusive of, and Customer is responsible for, shipping costs, duties and taxes (including any value added tax or duties which shall be paid by the Customer, if applicable) at the rate and in the manner for the time being prescribed by law). If Vodori is obligated to pay any taxes on Customer's behalf, such taxes shall be invoiced to and paid by Customer within thirty (30) days of the receipt of the invoice.

3.4 Invoices shall be deemed approved by Customer unless disputed within thirty (30) days of the invoice date, and in the event of a dispute Customer agrees to timely pay the undisputed portion. Vodori's acceptance of such partial payment shall not waive any of its rights as to the remaining balances nor in any way constitute accord and satisfaction.

3.5 In the event any amount due is not timely paid, Customer shall reimburse Vodori for all reasonable costs of collection, including but not limited to reasonable attorney fees and court costs. Any overdue amounts shall accrue interest at the lesser of 1.5% per month or the highest rate allowed by law. Vodori reserves the right to terminate or suspend access to the Products upon notice in the event of late payment or a disputed payment which is not resolved within thirty (30) days of receipt of written notice of the dispute.

4. Warranties

4.1 Vodori warrants to Customer that: (a) the Products shall operate in material conformance with its published specifications in accordance with the applicable service levels as provided in Section 14 below; and (b) all Services shall be performed in a workmanlike manner by persons trained to provide the Services. In the event of any failure of the Products to operate for use by Customer in accordance with its published specifications, Customer shall promptly notify Vodori, Vodori will respond to such notification in the time periods set forth in the SLA, and, as Customer's sole remedy for such failure, Vodori shall exercise commercially reasonable efforts to promptly correct any such non-conformity at its expense. Vodori further warrants that Customer's use of the Products in accordance with all instructions therefore will not knowingly infringe the intellectual property rights of any third party.

4.2 The foregoing warranties shall not apply if: (a) Product is modified at Customer's request (other than configurations by Vodori); (b) the defect was not caused by Vodori (its agents representatives, or subcontractors); (c) Customer operated the Products not in conformance with applicable instructions provided by Vodori, or used the Products for a purpose not specified by Vodori; or (d) Customer is in material breach of this Agreement.

4.3 THE FOREGOING WARRANTIES ARE VODORI'S ONLY WARRANTIES CONCERNING PRODUCTS (INCLUDING ALL COMPONENTS) AND SERVICES, AND VODORI HEREBY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. VODORI DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE OR SERVICES SHALL BE ERROR-FREE OR UNINTERRUPTED. VODORI IS NOT RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR COMPLIANCE WITH DATA PROTECTION OR PRIVACY LAWS, GUIDELINES OR RULES, INCLUDING WITHOUT LIMITATION THE HEALTH INSURANCE PORTABILITY ACCOUNTABILITY ACT OF 1996, AS AMENDED ("HIPAA").

4.4 Customer understands that the Products are used for managing the review, approval, and publishing of marketing materials by Customer. Vodori does not monitor the Customer Data uploaded by Customer into the Products, all of which is the responsibility of Customer. Customer warrants to Vodori that display of Customer content and the collection, storage and use of data from Customer's web sites in accordance with the options selected by Customer will not violate the rights of any third party. In addition, Customer acknowledges that the Products are not intended for use in relation to the management or storage of personal health information under HIPAA, and thus may not meet the requirements of HIPAA. Customer warrants that it will not upload any personal health information or other data governed by HIPAA into the Products. Customer shall be responsible to Vodori and defend, hold harmless and

indemnify Vodori as set forth in Section 5 against any legal action taken against Vodori arising out of or related to Customer content or data; data collection, storage and use; any uploading of personal health information or other data governed by HIPAA data; or instructions from Customer.

4.5 The Products use a process of authenticating a Customer user through the use of a specific user identification (a "User ID"), a user specific password (a "Password"), and a personal identification number (a "PIN"). All of the foregoing must be used by a Customer user to provide approvals within the flow of the process that is facilitated by the Products. The action of entering a personal User ID, along with a corresponding Password and PIN, in conjunction with casting a vote is considered a User's electronic signature in the Products. Collectively, these authentication processes may be considered to be e-signatures under 21 C.F.R. Part 11 (the "E-Signature Regulation") in relation to matters covered by such regulations. Vodori is not responsible or liable to determine whether any particular action or approval in the Products are: (i) subject to an exception to the E-Signature Regulations, (ii) subject to any other governmental laws regulations, or promulgations, or (iii) appropriately made through the use of an electronic signature in the manner that it is made within the Products. The E-Signature Regulations require entities like Customer to deliver certain notifications and certain information to the FDA and potentially third parties (collectively, the "E-Signature Notices"). Customer agrees that it is solely responsible for determining the notices and information that must be delivered, and for the preparation of the content and delivery of such E-Signature Notices as required under the E-Signature Regulations. Customer also agrees that it is solely responsible for all consequences arising from a failure of any of Customer's users, or of any other employee, agent, or representative of Customer, to maintain the confidentiality of the User IDs, Passwords, or PINs, or any use of any of the foregoing by persons other than the actual corresponding authorized Customer user. Customer shall securely administer the distribution and use of all User IDs, Passwords, or PINs and protect against any unauthorized access to or use of the Products. Customer agrees to immediately notify Vodori of any unauthorized access to or use of a User ID, Password or PIN of which it becomes aware.

4.6 Customer agrees that it is solely responsible for determining how long records of approvals within the Products are required to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, Customer agrees that it is solely responsible for producing any of such records or other documents to any third parties, including without limitation regulatory authorities. Customer agrees that it is responsible for properly taking such steps, in accordance with the functionality of the Products, that Customer deems adequate to maintain appropriate security, protection, deletion, and backup of the records of such approvals.

4.7 Artificial Intelligence Features.

(a) **Assistive Functionality.** Customer acknowledges that AI Modules are designed to assist Customer users and do not replace human judgment, review, or decision-making. Customer is solely responsible for independently reviewing and approving all AI Output prior to use, including for regulatory, compliance, or other business purposes.

(b) **Customer Control.** Use of AI Modules is optional. Customer may enable or disable AI Modules at its discretion.

(c) **Data Processing.** Customer acknowledges that AI Modules utilize third-party subprocessors, including artificial intelligence service providers, to process AI Input. Such processing may involve the temporary transfer of Customer Data, including promotional content, metadata, and user-generated inputs, solely for the purpose of generating AI Output. Vodori represents that such third-party providers are engaged under agreements that prohibit the use of Customer Data for model training or any purpose other than providing the AI Modules.

(d) **Output Limitations.** Vodori will use commercially reasonable efforts to provide AI Modules in accordance with applicable documentation; however, Customer acknowledges that AI Output may be incomplete, inaccurate, or not compliant with applicable laws or regulations and must be independently verified prior to use.

(e) **Customer Responsibilities.** Customer remains responsible for ensuring that its use of AI Modules and any AI Output complies with applicable laws, regulations, and internal policies, including those governing promotional review and approval processes.

(f) **Intellectual Property.** As between the parties, Customer retains ownership of its AI Input and AI Output, subject to Vodori's rights in the Products and underlying technology. Vodori does not warrant that AI Output will be unique or free from third-party claims arising from similarities to other content generated by artificial intelligence systems.

5. Indemnification.

5.1 Vodori agrees to indemnify, defend and hold Customer and its employees, directors, officers and agents harmless against any claim, liability, damages, losses, judgment, and other expenses including reasonable

attorney's fees and court costs (each a "Liability") arising out of or resulting from any third party claims made or proceedings brought against Customer to the extent that such Liability arises as a result of: (a) Vodori's material failure to comply with its data security protocols as modified from time to time, the current version of which can be found at www.vodori.com/security; (b) Vodori's gross negligence or willful misconduct; or (c) Vodori's infringement of any patent, copyright, or trademark of a third party.

5.2 Customer agrees to indemnify, defend and hold Vodori and its employees, directors, officers and agents harmless against any Liability arising out of or resulting from any third party claims made or proceedings brought against Vodori to the extent such Liability arises as a result of: (a) Customer's breach of its obligations under this Agreement; or (b) Customer's gross negligence or willful misconduct.

5.3 A party seeking indemnification hereunder shall promptly notify the other party in writing of a third party claim or suit upon which it intends to base a request for indemnification and shall: (a) allow the party providing the indemnity to control the defense, and (b) provide reasonable cooperation (at the indemnifying party's expense). No settlement or compromise shall be binding on a party hereto without its prior written consent, not to be unreasonably withheld. The party seeking indemnity may participate in the defense of any such claim or suit with counsel of its own choice, at its own expense. Prior to giving a notice of a claim for indemnification, the indemnified party shall make a good faith investigation into the claim to determine that the indemnifying party is at fault.

5.4. In the event of an infringement or misappropriation claim against Customer as set forth in Section 5.1, or if Vodori reasonably believes that a claim is likely to be made, Vodori, at its option, may: (a) modify the Products so that it is non-infringing but still complies with applicable documentation; (b) replace the Products with non-infringing functional equivalents; (c) obtain for Customer the right to use the Products upon commercially reasonable terms at Vodori's sole expense; or (d) if the three preceding remedies prove commercially impractical, remove the applicable component part of the Products at issue, terminate the applicable portion of the subscription cost therefore, and refund to Customer a pro-rata portion of any prepaid subscription fees for the applicable component part of the Products that is the subject of such a claim.

5.5 Vodori shall have no obligation under this Section 5 for any infringement or misappropriation claim resulting from: (a) use of the infringing item in combination with any equipment or software not expressly approved for use by Vodori in writing; (b) any instruction, information, designs or other materials furnished by Customer to Vodori hereunder; or (c) Customer continuing the allegedly infringing activity after Customer has been notified by Vodori of the infringing activity and after Customer has been provided with remedies that would avoid the alleged infringement.

6. LIMITATION OF LIABILITY.

IN ADDITION TO ANY OTHER LIMITS ON LIABILITY IN THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF VODORI, ITS AGENTS, DIRECTORS AND OFFICERS, AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM ARISING IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE SUBSCRIPTION FEES PAID BY CUSTOMER IN THE SIX (6) MONTHS PRIOR TO THE CLAIM. IN NO EVENT SHALL VODORI, ITS AGENTS, DIRECTORS OR OFFICERS BE LIABLE FOR ANY LOST DATA OR CONTENT, LOST PROFITS, BUSINESS INTERRUPTIONS, TELECOMMUNICATIONS AND INTERNET INTERRUPTIONS OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO PRODUCTS OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF VODORI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CUSTOMER ACKNOWLEDGES THAT WITHOUT THESE DISCLAIMERS AND LIMITATIONS SET FORTH IN SECTIONS 5 AND 6, THE COST OF PRODUCTS AND THE SERVICES WOULD HAVE BEEN SUBSTANTIALLY GREATER OR VODORI WOULD NOT HAVE ENTERED INTO THIS AGREEMENT.

7. Confidentiality. The confidential information ("Confidential Information") of Vodori shall include without limitation its pricing, software code, vendors, employee information, proposals and all correspondence between Vodori and Customer, including support requests. The Confidential Information of Customer shall include all information provided to Vodori through the Products that is not publicly displayed through the Products and all data collected through the Products, including end user data. Except for end user data, Confidential Information shall not include: (a) information of discloser that is or becomes available to the public through no fault of the recipient; (b) information received by recipient from a third party without an obligation of confidentiality; (c) information independently developed by recipient without use of discloser's Confidential Information; and (d) information required to be disclosed by law or court order. Each party retains all right, title and interest in its Confidential Information. The recipient shall not, without

the discloser's written consent or as otherwise allowed by these General Terms, disclose to any third party any Confidential Information of discloser or use the Confidential Information for any purpose not permitted, and each recipient shall protect the Confidential Information of discloser from third parties by using at least a reasonable degree of care. Each party shall be responsible for any breach of this Agreement by its permitted contractors, employees and agents. Upon termination of this Agreement, except as permitted by relevant law and a party's records retention policy, each party shall destroy all of the other party's Confidential Information in its possession and shall cease all use of such Confidential Information and shall certify in writing that it has done so; provided that, upon request of Customer, Vodori shall securely deliver to Customer a copy of the following data export as then stored in the Products: (a) all versions of all binary files uploaded into the Products; (b) spreadsheet containing all documents and their associated metadata, including a reference to the binary file unique ID; and (c) audit trails for all documents. Vodori will provide this data export to Customer via the agreed upon transmission channel. Upon the earlier of Customer acknowledgement of receipt of such copy of its data or 30 days of termination, Vodori will proceed with deletion of all Customer Data. Any Confidential Information retained by a party shall retain all protections and limitations on use which are in this Agreement for so long as such information is retained by a party. The parties acknowledge that Customer Data processed through AI Modules shall remain subject to the confidentiality and data protection obligations set forth in this Agreement.

8. Protection of Customer Data.

8.1 Vodori maintains documented policies, procedures, and practices regarding the processing of Customer Data as well as technical and organizational security measures to maintain the security, availability and confidentiality of Customer Data. With respect to the processing of Customer Data that is personal data, the parties will comply with the terms set forth in the Data Processing Addendum, available at www.vodori.com/contracts/dpa, the terms of which are made part of this Agreement.

8.2 The parties agree mandatory contractual clauses that are adopted by an applicable data protection authority and posted to www.vodori.com/contracts/ will apply to "Personal Data" within the scope of such mandatory contractual clauses and the applicable Order Form; such mandatory contractual clauses are hereby incorporated into the Agreement by reference. As used in this section, "Personal Data" has the meaning set forth in the such mandatory contractual clauses.

9. <u>Force Majeure</u>

Except with regard to payments due Vodori, neither party shall be liable for any delays or failures in performance due to circumstances beyond its control which could not be avoided by the exercise of due care (each, a "Force Majeure Event").

10. <u>Dispute Resolution</u>

This Agreement shall be governed by the laws of the State of Illinois without regard to its conflicts of laws provisions and excluding the UN Convention for the International Sale of Goods (CISG). The parties agree that, except as otherwise provided in this Section 10, any and all disputes, controversies or claims that may arise out of the transactions, activities, payments, awards and/or benefits contemplated by this Agreement, or the breach, termination or invalidity thereof shall be submitted to, and determined by, binding arbitration. The arbitration shall be held before one neutral arbitrator in Chicago, Illinois. The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and administered by the AAA, except as otherwise expressly agreed to by the parties. Either party may submit a dispute, controversy or claim to arbitration by giving the other party written notice to such effect, which notice shall describe, in reasonable detail, the facts and legal grounds forming the basis for the filing party's request for relief. Within thirty (30) days after the other party's receipt of such demand, the parties shall mutually agree upon a neutral arbitrator. If the parties are unable to agree on a neutral arbitrator within that time period, either party shall be entitled to request that the AAA appoint a neutral arbitrator with a background in, and knowledge of the software industry and who shall otherwise be an appropriate person based on the nature of the dispute. Each party shall bear its own costs and expenses (including filing fees) with respect to the arbitration, including one-half of the fees and expenses of the arbitrator. Notwithstanding the foregoing, the parties hereby agree that arbitration shall not be required, and they agree to the exclusive jurisdiction of the federal or state courts located in Cook County, Illinois, with respect to the enforcement of any arbitration judgment, any collection action arising from a failure by Customer to pay amounts due under this Agreement, or any action to obtain specific performance of the provisions of this Agreement or to obtain other injunctive relief.

11. Notices

Any legal notice under this Agreement shall be in writing and shall be effective upon confirmed delivery by a nationally recognized overnight courier service addressed to the administrative contact for each party as set forth on the applicable Order or such other address as that party may notify the other from time to time in writing.

12. Independent Contractors.

Vodori is an independent contractor to Customer, and no party shall have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties. Vodori may use subcontractors in the provision of the Products and Services, and Vodori shall be responsible for any breach of this Agreement by its subcontractors. Subject to the terms of any data processing addendum entered into between the parties, Vodori may also engage subprocessors, including artificial intelligence service providers, in the provision of the Products and Services. A list of Vodori's current subprocessors is available at https://www.vodori.com/privacy-policy/.

13. Survival.

The terms of Sections 3, 4.3, 5.1, 5.2, 5.3, 6, 7, 8, 10, 11, 12, 13 and 15 shall survive termination of this Agreement for any reason.

14. Service Levels

14.1 Service Levels. As of the effective date for such Product Term, the Products shall be available 24 hours a day, seven days per week, 365 days per year, except for unavailability that may result from a Force Majeure Event and regularly scheduled maintenance windows ("Permissible Downtime Events"). Subject only to Downtime caused by Permissible Downtime Events, the aggregate total availability during any one calendar month shall not be below 99.9% for production environments and 95% for each non-production environments. In the event of a disaster that renders the primary data center inoperable, the Products shall follow disaster recovery procedures with a Recovery Point Objective (RPO) of 4 hours and a Recovery Time Objective (RTO) of 24 hours.

"Downtime" means Vodori-confirmed unavailability of the production environment that prevents end users from accessing the Product's material functionality. Downtime excludes unavailability caused by Permissible Downtime Events, Customer systems or configurations, third-party services outside Vodori's reasonable control, and issues that do not materially prevent use of the Product.

14.2 Problem Definitions and Response Time; Support Requests. Vodori shall respond to support requests according to the service level agreement ("SLA") which can be found at www.vodori.com/contracts/sla. A current copy of the SLA is attached for reference at Appendix A. Vodori will assign each support request a priority level as provided in the SLA.

14.3 Maintenance and Support. On an as-needed basis between standard release cycles, Vodori may deploy non-functional maintenance releases or accelerated releases that include functional changes deemed critical in nature. System downtime is typically not required for these releases, but when needed, communications to Customer are provided in advance and releases are performed off-hours within SLA terms. These do not require advanced Customer acceptance as they do not alter the system's major version number.

Routine infrastructure maintenance occurs during low usage periods (i.e., weekends) as is necessary and may occasionally result in downtime of a few minutes. Vodori will seek to provide at least 72 hours advanced notice should additional downtime be required outside of the standard maintenance window.

Emergency maintenance and any resulting downtime or instability shall be communicated to Customer as the need for said maintenance is identified.

14.4 Validated Software Upgrades. Vodori provides functional updates of its validated cloud-based software up to four (4) times per year. Customer is required to accept these upgrades. Upon releasing each new version ("Latest Version"), the then-current version ("Prior Version") will be deprecated 90-days after the Latest Version is released.

Customer understands and agrees that it will comply with Vodori's software release schedule ("Release Schedule") and promptly perform any Customer activities required to support the Customer's launch of each Latest Version including but not limited to Customer's user acceptance testing and Customer-specific software validation. Vodori shall publish its estimated Release Schedule no later than January 1 of each year. Vodori will provide at least 90-days advance written notice to Customer of any changes to the Release Schedule.

14.5 Non-Validated Software Upgrades. Vodori provides functional updates of its non-validated cloud-based software throughout the calendar year on a set schedule. Vodori shall publish its estimated Release Schedule no later than January 1 of each year. Vodori will provide at least 30-days advance written notice to Customer of any changes to the Release Schedule. Customer understands that there is no acceptance process for non-validated software updates and that the updates will be pushed automatically by Vodori pursuant to the Release Schedule.

15. Total Integration and Priority Clause

This Agreement, including any SOW, Change Order, or data protection agreement executed as a part of the provision of the Products and the Services, constitutes the entire understanding between Vodori and Customer, and supersedes all prior agreements and communications (whether oral or written) regarding the specific subject matter of this Agreement. In the event there is a conflict between any of the instruments comprising this Agreement, the following shall control on the following order of precedence shall apply: the data protection agreement (including, where applicable, contractual clauses approved by a competent authority such as the EU GDPR Standard Contractual Clauses), the Change Order, the applicable Order Form or SOW, and the General Terms.

16. General

Waiver of any breach or failure to enforce any term of this Agreement will not be deemed a waiver of any other breach or right to enforce other terms at any time. If any term of this Agreement is found by a court of competent jurisdiction to be unenforceable, such term shall not affect the Agreement's other terms, but such term shall be modified by the Court to the extent necessary in the court's opinion to render such term enforceable, and the rights and obligations of the parties shall be construed and enforced accordingly, preserving to the extent possible the intent and the agreements of the parties.

IN WITNESS WHEREOF**,** the parties have caused these General Terms to be executed and delivered as of the date last set forth below by the duly authorized representatives as follows:

Vodori Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

Appendix A to General Terms

Support Response SLA				
Priority	**Definition / Examples**	**Acknowledgement Time**	**Response Time**	**Schedule**
1	System is in a down state for all users. Complete loss of service or severe impairment of system functionality such that operations cannot reasonably continue, causing a direct and visible Customer business interruption.	1 hour	4 hours	24/7
2	System is seriously impaired, causing a slow-down of Customer business operations.	4 business hours	1 business day	Business Hours
3	System is in a functional state. Customer Users experience and report an issue, but an available workaround readily exists; no slow-down or interruption of business operations.	1 business day	5 business days	Business Hours
4	Customer Users submit to the support team a general question or request for assistance.	2 business days	7 business days	Business Hours

All references to “business hours” and “business days” mean Monday through Friday (excluding days which commercial banks located in Chicago, Illinois or London, England are closed for business) between 9:00am and 5:00 pm Chicago time or London time.