

TERMS AND CONDITIONS
(Purchase of Software and Maintenance)

The following terms and conditions and those specified in the Purchase Order issued by Buyer to Seller shall exclusively govern Buyer's purchase of all software licenses and maintenance and support services from Seller under the Purchase Order for the regular conduct of Buyer's trade and business.

1) OFFER AND ACCEPTANCE: These Terms and Conditions, together with the Purchase Order issued by Buyer (collectively the "Order"), constitute an offer to Seller expressly limited to the terms herein. No different or additional term or condition contained in Seller's acceptance or acknowledgment (whether or not material) shall alter the terms hereof or be a part of the contract unless accepted by Buyer in writing. Buyer reserves the right to revoke this offer at any time prior to its acceptance. THIS ORDER SHALL BE DEEMED ACCEPTED BY SELLER ACCORDING TO ITS TERMS UPON THE DATE OF ISSUANCE (UNLESS SELLER NOTIFIES BUYER TO THE CONTRARY IN WRITING WITHIN 3 BUSINESS DAYS OF RECEIPT) OR, IF EARLIER, UPON SELLER'S ACKNOWLEDGEMENT, COMMITMENT OR BEGINNING OF PERFORMANCE.

2) SOFTWARE; LICENSE; ACCEPTANCE: Seller shall develop and provide to Buyer the operational computer programs and software ("Software") and related user-level documentation ("Documentation") set forth in the Purchase Order. In addition, Seller shall provide to Buyer, at no additional cost or fee, all new versions, releases, upgrades and updates of any Software and Documentation provided pursuant to the terms of the Purchase Order as they become available. Seller grants to Buyer, and Buyer accepts from Seller, a paid-up, perpetual, non-exclusive, transferable worldwide right and license to use the Software and Documentation on any hardware now or hereafter used by Buyer, including without limitation via virtualization, outsourcing or via any hardware at a designated third party "disaster recovery" or cloud-based server site (collectively, the "License"). This License includes, without limitation, a grant to Buyer of the right to utilize and copy the Software and Documentation by and for the benefit of any or all of (i) Buyer, (ii) any Affiliate (defined below) or division of Buyer, and (iii) upon agreement by Seller, which agreement shall not be unreasonably withheld, delayed or conditioned, any divested business unit of Buyer or of any Affiliate of Buyer. Buyer shall have the right to make an unlimited number of copies of the Software and Documentation and Seller will replace any damaged or destroyed copy of the Software or Documentation without any additional charge. In the event any third party licenses are necessary to use the Software and Documentation, Seller shall secure such licenses and ensure they pass through to the benefit of Buyer at Seller's sole expense. Seller shall deliver and install Software and Documentation to Buyer in accordance with the schedule in the Purchase Order. Upon delivery, Buyer shall have a period of thirty (30) business days (an "Acceptance Test Period") to determine, in its reasonable discretion, whether the Software and Documentation substantially conform to the specifications in the Purchase Order (the "Specifications") and do not contain any bugs, errors or problems, such that the Software performs in substantial accordance with the Documentation and the Specifications (collectively, "Acceptance Criteria"). If Buyer determines that the Software and Documentation do not substantially conform to the Acceptance Criteria, Buyer shall give written notice to Seller setting forth such failure prior to the expiration of the Acceptance Test Period (each a "Failure Notice"). If Buyer does not receive the Software and Documentation from Seller on or prior to the specified delivery date, Buyer shall give written notice to Seller thereof (each a "Non-delivery Notice"). Upon receipt of either a Non-delivery Notice or a Failure Notice, Seller shall as soon as possible, but in any event within thirty (30) days ("Correction Period") either, as the case may be, deliver the Software and Documentation or correct any bug, error or problem so that the Software then conforms and performs substantially with the Documentation and Specifications. If the Software and Documentation is not then delivered and/or corrected in substantial conformity/performance with Acceptance Criteria within such Correction Period, Buyer shall have the right, upon return of the non-conforming Software and Documentation, in addition to any other remedies available to Buyer, to terminate this Order immediately upon written

notice to Seller and to receive a full and complete refund of any fees paid to Seller hereunder. "Affiliate" means, with respect to either party, any other individual, partnership, joint venture, firm, limited liability company, corporation, association, trust or other similar entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such party, where control may be by ownership of stock or equity interests, by contract or otherwise.

3) TRAINING; SUPPORT AND MAINTENANCE: Seller shall provide any training services specified in the Purchase Order. Seller shall provide the following Support and Maintenance at no additional cost to Buyer from the acceptance of the Order through a period that is twelve months (12) after the end of the Acceptance Test Period (or such other date to the extent agreed in the Purchase Order)("Initial Support Period"). Seller shall provide telephone support to Buyer during Buyer's normal business hours (Monday through Friday, 8:00 am. until 6:00 p.m. Eastern Time, excluding United States federal holidays). Seller shall respond to Buyer's inquires as soon as reasonably possible, but always within twenty (24) hours. Seller shall provide emergency support ("Emergency Support") to Buyer in the event that any Software or Documentation or any other products, software or services provided by Seller to Buyer become inoperable or unavailable for any reason and for any length of time. Seller shall designate a primary contact and a secondary contact who will be responsible for all Emergency Support requests, and shall provide Buyer with emergency contact information for both contacts. Emergency Support shall be provided to Buyer at no cost. Seller shall ensure that the primary and secondary contacts are continuously available to Buyer by telephone during normal business hours and by cell phone or other means at all other times outside normal business hours. Seller shall provide on-site support reasonably determined to be necessary by Buyer at the Buyer's location. Upon the request of Buyer, Seller will provide a list of the names of the employees and permitted subcontractors (if applicable) designated to provide emergency support to Buyer and a cell phone number for each listed employee and permitted subcontractor (if applicable).

4) PRICES, FEES AND TAXES: Prices specified in this Order are inclusive of all costs, charges and fees, and shall remain fixed for all scheduled services, unless otherwise agreed to in writing by Buyer. Seller shall pay all applicable sales, use and other taxes on this Order unless Buyer otherwise agrees in writing or furnishes an exemption certificate. Unless otherwise specified in a Purchase Order, Buyer shall issue payment within 30 days of receipt of a correct invoice provided Seller has satisfactorily completed applicable performance. Adjustments for rejected services, overpayments, retainage, or other amounts shall be deducted from subsequent payments due or, at Buyer's option, promptly refunded by Seller upon request. Certain payments from Buyer may depend upon the attainment of specified milestones in the Purchase Order. Unless otherwise set forth in the Purchase Order, the fee for Support and Maintenance services in the twelve (12) months following the Initial Support Period shall be based on a rate equal to twelve (12%) percent of the license fee set forth in the Purchase Order. Thereafter, the fee for Support and Maintenance services for each succeeding twelve (12) month period may only be changed on annual basis by giving Buyer thirty (30) days prior written notice and may not be increased by more than the lesser of the (a) then percentage increase in the U.S. Consumer Price Index for all Urban Consumers – All Cities as published by the U.S. Department of Labor or (b) three (3%) percent per annum. Buyer may, at its option, continue to order Support and Maintenance for each successive twelve (12) month period and Buyer may terminate such Support and Maintenance services at any time via written notice to Seller. Upon termination of Support and Maintenance services, Seller shall issue a pro-rata refund to Buyer for any pre-paid but unused Support and Maintenance fees. Buyer may issue additional purchase orders from time to time for its internal purposes in order to process Seller's invoices. Seller shall provide invoices in a format compatible with that used by Buyer, including electronically or via a Buyer designated system. A Purchase Order may set forth pricing at which Buyer may purchase additional licenses of the Software and the Support and Maintenance for such additional Software shall be provided at no additional cost to Buyer for twelve months (12) effective the date on which the additional Software is purchased. Upon request from Buyer, Seller and Buyer shall agree upon a true up amount to bring the Support and Maintenance fees for the additional licenses onto

the same annual schedule as the original Support and Maintenance fees hereunder.

5) WARRANTIES: Seller represents and warrants that any and all services performed pursuant to this Order shall be performed in conformance with this Order and a manner consistent with the standard of care and skill customarily exercised by persons performing services in the industry or field in which Seller is engaged. Seller also represents and warrants that : (i) the Software conforms to and will perform in substantial accordance with the Documentation and the Specifications; (ii) this Order, the Documentation and Specifications and the other materials are true, complete and accurate in all material respects, and do not omit to any material fact; (iii) it will implement and maintain the latest commercially reasonable available software and network security tools that detect, prevent, remove and remedy malicious code designed to perform an unauthorized function on, or permit unauthorized access to or exfiltration of data from, any information system, including without limitation, viruses, worms, time bombs, Trojan horses, and other harmful or malicious code, files, scripts, agents, or programs (“Malicious Code”) to ensure that the Software will not contain any Malicious Code designed to damage, destroy, or alter any application, firmware or hardware, or can be used by an unauthorized or malicious actor to access, acquire, destroy or alter any data accessed through or processed by the Software; (iv) the Software will not contain any “backdoor” or concealed access or any “software blocks” or any similar devices that, upon the occurrence of a certain event, the passage of a certain amount of time, or the taking of any action (or the failure to take action) by or on behalf of Seller, will cause the Software to be destroyed, erased, damaged or otherwise made inoperable and will not contain any “computer virus,” which is any program, routine, subroutine or data incorporated into any software with malicious or mischievous intent that disrupts the proper operation of Buyer’s IT infrastructure or any component thereof; (v) the Software and Documentation do not and will not misappropriate any trade secret, or infringe upon or violate the copyrights, patents, trademarks or other proprietary rights of any third party.

6) COMPLIANCE WITH LAWS, SAFETY RULES, PERMITS, SECURITY REQUIREMENTS: Seller will comply with all applicable governmental laws, ordinances, codes, rules, regulations, standards, orders and other requirements (“Applicable Laws”), and with all safety and security requirements and policies of Buyer (“Safety Rules”). Seller will also obtain and comply with all required permits, licenses and authorizations (“Permits”). Seller will, consistent with current best industry standards and practices prevailing among leading software suppliers providing similar products as those provided under this Order and Buyer’s information security standards, and in compliance with all applicable data protection and privacy laws and regulations maintain and enforce documented technical, organizational and physical safeguards Seller to secure and defend its IT infrastructure, systems, networks, locations and equipment and all data of the Buyer accessible to Seller (including via the Software and any services provided by Seller) against unauthorized, unlawful, or unintended processing, access, acquisition, use, disclosure, alteration, loss, or destruction. Without limiting the foregoing, Seller shall (i) maintain and enforce internal controls, policies, and procedures at least as effective as those described in Seller’s most recent SOC 2 Type 2 report or other independent audit and third party attestations and certifications (such as AT101’s and PCI AOC’s), copies of which shall be provided to Buyer on request; (ii) keep its systems and all system components including hardware, firmware, operating systems, software applications, and security tools up-to-date with prompt deployment of the latest patches, security updates, bug fixes, new versions and other modifications; (iii) regularly test its systems and processes to ensure they continue to meet all the requirements and standards set forth herein; and (iv) maintain information security response, disaster recovery and business continuity plans, policies and procedures for responding to a data security incident or other occurrence that may compromise the confidentiality, integrity or availability of the Buyer’s data or interfere with the provision of processing services. Seller will report to Buyer any confirmation of a security breach affecting Seller’s systems resulting in disclosure of Buyer confidential information or data in a reasonable amount of time and within forty-eight (48) hours after confirmation of such breach. Seller will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner and deliver to Buyer a root cause assessment and future incident mitigation plan with regard to any such breach or unauthorized access. Seller will also maintain an adequate level of data

security controls, consisting of logical access controls including user sign-on identification and authentication, data access controls (e.g., password protection of applications, data files and libraries), accountability tracking, anti-virus software, secured printers, restricted download to disk capability and provision for system backup.

7) CONFIDENTIALITY: Seller acknowledges and agrees that Seller shall not in any manner use, disclose or otherwise communicate any Buyer confidential information or data provided to Seller by Buyer whether or not marked or identified as “confidential” or “proprietary” except as expressly authorized with respect to Seller’s provision of the Software and Documentation hereunder. Seller agrees to take all necessary action to protect Buyer confidential information and data including appropriate instructions and agreement with its employees, agents and customers. Upon termination of this Order, Seller, at Buyer’s request, shall return to Buyer or certify the destruction of all Buyer’s confidential information and any written documentation provided to or generated by Seller in performance of this Order. Buyer agrees and recognizes that the Software and Documentation, together with all other data and materials supplied by Seller to Buyer pursuant to this Order shall be property of Seller are confidential and proprietary information of Seller and that certain items supplied by Seller to Buyer are subject to the copyright laws of the United States.

8) DELAYS, FORCE MAJEURE: An extension of time to complete performance shall only apply for delays caused by conditions over which a party has no control. Seller shall not be entitled to compensation for delays, acceleration, inefficiency or other type of impact resulting from any delays, and shall be fully compensated by an extension of time.

9) TERMINATION BY SELLER FOR CAUSE: Seller may terminate this Order in the event of a default by Buyer. Events of default are: (i) Buyer’s failure to pay any undisputed amount due hereunder to Seller within thirty (30) days after written notice to Buyer that payment is delinquent; and (ii) failure by Buyer, within thirty (30) days after written notice to Buyer, to remedy material breach by the Buyer of any of the terms or conditions of this Order. Upon termination due to Buyer’s failure to pay the specified license fees for the Software, Buyer shall immediately return to Seller the Software and Documentation. Buyer will not be considered in breach or default of this Order as a result of failure to pay any disputed amount, if Buyer notifies Seller in writing of any disputed amount on or before the due date, pays undisputed amounts in a timely manner and takes appropriate measures to resolve the disputed amount(s).

10) TERMINATION BY BUYER FOR CONVENIENCE OR CAUSE: Buyer shall have the right to terminate this Order in whole or in part (but such termination shall only apply to the License hereunder at Buyer’s option) for convenience at any time by written notice to Seller. Seller shall be entitled to such payment for its performance prior to the notice of termination as may be then due in accordance with the Purchase Order. In addition, Buyer may terminate this Order in the event of default by the Seller. Events of default include but are not limited to: (i) the insolvency or bankruptcy of the Seller; (ii) the Seller dissolves, sells substantially all of its assets or otherwise ceases doing business as an ongoing concern; (iii) the failure by the Seller, within thirty (30) days after written notice to Seller, to remedy a breach by Seller of any of the terms or conditions of this Order, including but not limited to the failure to support, maintain or update the Software; and (iv) the failure to provide satisfactory assurances of performance within two (2) business days of Buyer’s written demand. In the event of a default, Buyer, at its option, may elect to terminate this Order (but such termination shall only apply to the License hereunder at Buyer’s option) and obtain release of the Deposit Materials held under the Escrow Agreement created pursuant to this Order (if applicable). In the event of such termination, Buyer shall be able to freely use the Deposit Materials without any further duty or obligation to the Seller, and the Seller shall return to Buyer any confidential information supplied to Seller under this Order.

11) INDEMNITY: Seller shall, at its own expense, indemnify, defend and hold Buyer, and its Affiliates, co-owners, co-lessees and their respective partners, directors, officers, employees, agents, successors and assigns (the "Buyer Indemnitees" and each individually a "Buyer Indemnitee") harmless from and against any suit or proceeding brought against any Buyer Indemnitee based on any allegation that the any part of the Software and Documentation hereunder constitutes an infringement or misappropriation of any patent, copyright, trade secret or other intellectual property right. Seller further agrees to indemnify and hold Buyer Indemnitees harmless from and against any and all damages, expenses, losses, royalties, profits and damages, including attorneys' fees and other costs of defense, resulting from or imposed upon Buyer Indemnitees in any such suit or proceeding, including any settlement. Buyer may, at its sole option, be represented by and actively participate through its own counsel in any such suit or proceeding, and the costs of such representation shall be paid by Seller. Without in any way limiting Buyer's rights and Seller's obligations above, in the event that the Software and Documentation or any part thereof is held in any suit or proceeding to constitute an infringement, misappropriation or its use is otherwise enjoined, Seller shall, at Buyer's option and at Seller's expense, in a timely manner, either: (1) procure for Buyer the right to continue using the Software and Documentation or part thereof, or (2) replace the same with substantially equivalent non-infringing Software and Documentation, including installation and any additional training, or (3) modify the Software and Documentation so it becomes non-infringing, but is substantially, functionally equivalent, or (4) remove the Software and Documentation and refund the purchase price thereof. To the fullest extent permitted by law, Seller shall defend, indemnify, and hold harmless Buyer and the Buyer Indemnitees from and against any and all claims, demands, causes of action, damages, liabilities, judgments, losses, fines, awards, penalties, costs and expenses, (including attorneys' fees and other costs of defense) arising or resulting from Seller's performance under this Order (including any on-site services) and/or attributable to: (a) the negligent or willful act or omission of Seller, Seller's subcontractors, agents, suppliers, employees or invitees, or anyone for whose acts Seller may be liable; (b) Seller's failure to comply with any provision of this Order; or (c) Seller's failure to comply with Applicable Laws, Safety Rules or Permits. Seller shall be obligated to indemnify and defend the Buyer Indemnitees against their concurrent negligence to the fullest extent permitted by law, but not the Buyer Indemnitees' sole negligence or willful misconduct, if any. In addition to the foregoing, Buyer shall also be entitled to any additional remedies and damages available to it under law or equity. Seller's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by Seller under any applicable state workers' compensation statute, disability statute, or any other employee benefit law, rule or regulation.

12) INSPECTION; INDEPENDENT CONTRACTOR; SET-OFF: Seller shall provide safe access as necessary to its premises for inspection purposes, and upon request, permit Buyer to inspect and audit Seller's books and records to verify performance hereunder. No such inspection or audit shall relieve Seller of its obligations under this Order. In performance of this Order, Seller shall be at all times an independent contractor to Buyer, and not its agent. Buyer shall have the right to set off any amount owing from Seller to Buyer or its Affiliates against any amount payable pursuant to this Order.

13) INSURANCE: Before Seller commences delivery of any services on Buyer's premises or the premises of Buyer's customer, and during the term of this Order, Seller shall maintain the following minimum insurance coverages (or such other specific insurance and/or limits determined by Buyer to be appropriate), and shall furnish Buyer upon request with certificates reflecting such insurance: Commercial General Liability ("CGL"), including products and completed operations - \$1,000,000 per occurrence and \$2,000,000 aggregate; Automobile Liability, for all owned, hired, and non-owned vehicles - \$500,000 per person, \$1,000,000 per accident, and \$500,000 for property damage; and Workers' Compensation, as required by law, Employer's Liability - \$1,000,000, and Errors & Omissions and Information Security/Cyber - \$3,000,000 per claim covering Seller, its employees, subcontractors, and agents for claims and losses resulting from wrongful acts committed in the performance of or failure to perform under this Order, including but not limited to claims the Seller shall become legally or contractually obligated to pay for breaches to and failures in

electronic and physical security, breach of confidentiality and invasion of or breach of privacy. Seller shall name Buyer and its affiliates as additional insureds on the CGL and Automobile policies. All policies shall contain a waiver of subrogation in favor of Buyer. The coverages required under this Order shall be primary and non-contributory. Coverage must be placed with insurance carriers having a minimum AM Best rating of A. All insurance coverages shall be effective in the state(s) in which Seller performs hereunder and shall provide for no reduction, cancellation or alteration to be effective until thirty (30) days after written notice thereof is actually given to Buyer.

14) ENTIRE AGREEMENT; CONFLICTING TERMS: This Order in accordance with its Terms and Conditions contains and reflects the entire agreement between Buyer and Seller, including all exhibits, specifications, drawings, schedules, riders, supplements, amendments, addenda, standards and other conditions referenced in and/or attached to this Order and supersedes all prior agreements and understandings, whether oral or written, between them with respect to the subject matter hereof. No additions to or changes in this Order shall be made unless first authorized in writing by Buyer. Any terms, conditions and/or counteroffers issued by the Seller, either prior to or after the issuance of this Order, whether or not they are contrary to the terms and conditions in this Order or are written or verbal, are hereby rejected and are null and void, with no legal effect. Acceptance of this Order is strictly based on the terms and conditions contained herein. Commencement of and/or providing the services is acceptance of all the terms and conditions contained in this Order. Neither party shall have the right to pursue any claim or action regarding express or implied representations that were made prior to the effective date of this Order or which are not part of this Order. In the event of a conflict, the order of priority is: (a) Buyer's Purchase Order and the provisions included by Buyer on the face thereof; (b) documents attached to and incorporated in this Order, and (c) these Terms and Conditions.

15) DISPUTES, JOINT DEFENSE: Seller agrees any dispute or claim arising out of this Order shall be settled at Buyer's request in its sole discretion by binding arbitration under the American Arbitration Association or similar rules. The forum for any dispute, whether arbitration or litigation, shall be Allegheny County, Pennsylvania; however, Buyer shall have the right to join Seller in any third-party action arising out of this Order, wherever the forum. Should Buyer and Seller both be named as defendants in any third-party claim or action arising out of this Order, then at Buyer's request in its sole discretion, Seller and Buyer will cooperate and enter into an agreement for the joint defense of their common interests to the extent permitted by law.

16) ASSIGNMENT: Any assignment or subcontracting of rights or obligations by Seller under this Order in whole or in part without the prior written consent of Buyer is void. Buyer reserves the right to assign this Order in whole or in part to any affiliate. The contract formed by the acceptance of this Order shall inure to and be binding upon the parties hereto and their successors and permitted assigns.

17) SUPPLIER DIVERSITY: As requested by Buyer, Seller shall provide Buyer any information reasonably requested by Buyer regarding its supplier diversity program, if any, including without limitation, the names of the diverse suppliers with whom Seller currently does business, the amount of spend that Seller has with diverse suppliers, whether Seller requires its diverse suppliers to be certified as a diverse business enterprise, and other similar information related to Seller's supplier diversity program.

18) CODE OF CONDUCT: In providing the services, Seller shall comply with Buyer's Code of Business Conduct and Ethics ("Code of Conduct") as applicable and updated from time to time, which is available for download from the Investors section of Buyer's website, unless Seller has its own code or similar document ("Code"). If Seller has a Code, Seller represents and warrants that: (a) its Code complies with US Federal Sentencing Guidelines and all other applicable incentives and standards issued by a governmental body dealing with an effective ethics and compliance

program, and any amendments thereto, (b) its Code complies with all applicable laws, (c) Seller shall promptly provide Buyer a copy of its Code, including any amendments thereto, upon Buyer’s request, (d) Seller shall promptly provide any information reasonably requested by Buyer regarding the enforcement and effectiveness of Seller’s Code, and (e) during the term of this Order, Seller’s Code shall be in compliance with this paragraph and if any time such is not the case, Seller shall comply with Buyer’s Code of Conduct until Seller’s Code meets the requirements of this paragraph.

19) GENERAL: The laws of the Commonwealth of Pennsylvania, without reference to conflicts-of-laws principles, shall govern this Order. The rights and remedies provided herein are in addition to those available to Buyer at law or in equity. In no event shall a failure by Buyer to enforce any right or remedy herein or otherwise available be deemed waiver of such right or remedy. The partial or complete invalidation of any provision herein by a court having jurisdiction shall not affect the validity of any other provision to the maximum extent permitted by law.

In Witness Whereof, the parties have caused this Order to be duly authorized and executed and acknowledge agreement upon the foregoing terms and conditions.

	SELLER		BUYER
By:		By:	
Print Name:		Print Name:	
Title:		Title:	
Date:		Date:	