

ACTIONABLEAGILE™ ANALYTICS SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT

THIS SOFTWARE SERVICES AGREEMENT (the "Agreement") is entered into and effective as of the day you "AGREE" (the "Effective Date") by and between ActionableAgile, LLC ("ActionableAgile ") and you or the company or entity you represent ("Client" or "You").

THIS AGREEMENT IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ACTIONABLEAGILE AND SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE SOFTWARE SERVICES. BY CLICKING AN "AGREE" OR SIMILAR BUTTON OR BY USING THE SOFTWARE SERVICES, YOU ACCEPT AND ABIDE BY THESE TERMS AND CONDITIONS AS PRESENTED TO YOU. ACTIONABLEAGILE MAY UPDATE THESE TERMS AND CONDITIONS FROM TIME TO TIME; YOUR CONTINUED USE OF THE SOFTWARE SERVICES CONSTITUTE YOUR ACCEPTANCE OF THE UPDATED TERMS AND CONDITIONS. ANY OTHER CHANGES, ADDITIONS OR DELETIONS BY YOU TO THESE TERMS AND CONDITIONS WILL NOT BE ACCEPTED BY ACTIONABLEAGILE AND WILL NOT BE PART OF THIS AGREEMENT.

1. Provision of Software Services.

Subject to the terms and conditions of this Agreement, ActionableAgile shall provide certain software services (the "Software Services") and user documentation provided by ActionableAgile on the use of the Software Services ("Documentation") to Client and certain individuals or entities that are authorized to use the Software Services ("Authorized Users"). ActionableAgile hereby grants Client a limited, non-exclusive, non-transferable and non-sub-licensable right and license to access and use the Software Services and Documentation during the Term (defined below) subject to the terms and conditions of this Agreement. For the avoidance of doubt, any installation guide or end user documentation not prepared or provided by ActionableAgile ; any online community site; feedback; or other online or informal forum does not constitute Documentation.

2. Software Services Evaluation License.

If the Software Services and Documentation are provided to Client for evaluation purposes, ActionableAgile grants to Client a nonexclusive, limited, royalty-free, nontransferable evaluation license to use the Software Services solely for evaluation prior to purchase ("Evaluation License"). The Evaluation License shall terminate on the end date of the pre-determined evaluation period or immediately upon notice from ActionableAgile , at its sole discretion. Notwithstanding any other provision contained herein, Software Services provided pursuant to an Evaluation License are provided to Client "AS IS" without indemnification, support, or warranty of any kind, express or implied. Except to

the extent such terms conflict with the specific evaluation terms set forth in this Section, all other terms of this Software Services Agreement shall apply to the Software Services under an Evaluation License. Client's Obligations; License Restrictions. Client will (i) be responsible for its and its Authorized Users' compliance with this Agreement; (ii) be solely responsible for the accuracy, quality, integrity, and legality of Client Data (defined below) and means relating to acquisition of the Client Data; (iii) not provide, make available to, or permit other individuals to use or access the Software Services, except under the terms listed herein, and that Client will responsible for any unauthorized activity of the Software Services; (iv) not sell, resell, rent, or lease the Software Services; (v) not modify, translate, reverse engineer, decompile, disassemble, create derivative works, or otherwise attempt to derive the source code of the Software Services; (vi) not remove any proprietary notices or labels on the Software Services; (vii) not license the Software Services if Client (or any of its Authorized Users) is a direct competitor of ActionableAgile or its affiliated entities for the purposes of monitoring the Software Service's availability, performance, or functionality or for any other benchmarking or competitive purposes; (viii) not use the Software Services to store or transmit infringing, libelous, unlawful, or tortious material or to store or transmit material in violation of third party privacy rights; (vi) not use the Software Services to store or transmit malicious code; or (vii) not interfere with or disrupt the integrity or performance of the Software Services.

3. Fees & Payment.

All orders placed will be considered final. Fees will be due and payable as set forth on the web site or otherwise conveyed to you during the order process. Fees for any Renewal Term shall be at ActionableAgile's then standard rates, currently in effect, or if applicable, as otherwise set forth on the web site or otherwise conveyed to you by ActionableAgile. If Client fails to pay in accordance with the payment terms, ActionableAgile shall be entitled, at its sole discretion, (i) to suspend provision of the Software Services temporarily until Client fulfills its pending obligations or (ii) to terminate this Agreement for breach. Unless otherwise stated, all payments made under this Agreement shall be in United States dollars. Except as otherwise expressly provided herein, fees are non-refundable.

4. Upgrading/Downgrading Account Type.

Client may, at any time during the Term, upgrade or downgrade to a different ActionableAgile account type. The change in account type will take effect immediately. After an upgrade in account type, Client will be billed immediately for the additional fees due under the upgraded account type for the remaining time of the applicable Term. The amount due and owing for the upgraded account type will be reduced by what the amount the Client has already paid for the applicable Term. In regard to a downgraded account type, Client will be billed the fees due for the downgraded account type at the commencement of the Renewal Term.

5. Taxes.

The fees are exclusive of taxes, and Client shall pay or reimburse ActionableAgile for all taxes arising out of transactions contemplated by this Agreement. If Client is required to withhold any tax for payments

due under this Agreement, Client shall gross its payments to ActionableAgile so that ActionableAgile receives sums due in full and free of any deductions. Client will provide documentation to ActionableAgile showing that taxes have been paid to the relevant taxing authority. “Taxes” means any sales, VAT, use, and other taxes (other than taxes on ActionableAgile’s income), export and import fees, customs duties and similar charges imposed by any government or other authority. Client hereby confirms that ActionableAgile can rely on the name and address that Client provides to ActionableAgile when Client agrees to the Software Services fees or in connection with Client’s payment method as being the place of supply for sales tax and income tax purposes or as being the place of supply for VAT purposes where Client has established its business.

6. Term & Termination.

Unless terminated earlier in accordance with this Section, this Agreement will begin on the Effective Date and will continue until the end of the period specified in the applicable quote or order form for the Software Services (the “Initial Service Term”) and shall be automatically renewed for additional terms of the same duration as the Initial Service Term (each, a “Renewal Term”, collectively with the Initial Service Term, the “Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current Term. In any event, this Agreement may be terminated by either party upon thirty (30) days prior written notice of a material breach by the other party if such breach remains uncured at the expiration of such thirty (30) day period, or it may be terminated by either party immediately if the other party becomes subject to bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, the Client infringes or misappropriates ActionableAgile’s intellectual property, or breaches the License Restrictions or Confidentiality provision set forth herein. Termination shall not relieve Client of the obligation to pay any fees or other amounts accrued or payable to ActionableAgile prior to the effective date of termination. Sections 3 through 12 and 14 shall survive any termination or expiration of this Agreement.

7. Client Data.

ActionableAgile agrees that the data and information uploaded by Client (or Authorized Users of Client) processed via the ActionableAgile Analytics tool™ shall be treated as confidential by ActionableAgile and shall remain Client’s sole property. Pursuant to the fact Client agrees that it is responsible for maintaining and protecting backups of all Client Data directly or indirectly processed using the Software Services and that ActionableAgile is not responsible for the failure to store, the loss, or the corruption of Client Data. Client agrees that ActionableAgile and its affiliated entities will collect and track technical and related information about Client and Client’s use of the Software Services, including Client’s internet protocol address, the hardware and software that Client utilizes, and various usage statistics to assist with the necessary operation and function of the Software Services and for internal purposes only, including without limitation to facilitate in the provision of updates, support, invoicing, marketing by ActionableAgile, its affiliated entities, or its agents, and research and development. In the event that ActionableAgile is required or ordered to disclose Client Data to a third party pursuant to judicial order or other compulsion of law, if legally permitted, ActionableAgile shall take all commercially reasonable

steps to provide the Client with prompt notice of any relevant order or basis for disclosure so as to allow Client to take whatever steps it can to object to such compulsory disclosure if Client so chooses.

8. Confidentiality of Confidential Information.

As used in this Agreement, "Confidential Information" means any information (other than Client Data) disclosed by either party to the other party, either directly or indirectly, in writing, orally, or by inspection of tangible objects (i) that the disclosing party identifies as confidential or proprietary or (ii) that reasonably appears to be confidential or proprietary because of legends or other markings, the circumstances of disclosure, or the nature of the information itself. Confidential Information may also include confidential or proprietary information disclosed to a disclosing party by a third party or all technical and non-technical information being disclosed by one party to the other party other than Client Data, (including but not limited to product information, plans and pricing, financials, marketing plans, business strategies, customer information, data, research and development, software and hardware, APIs, specifications, designs, proprietary formulas and proprietary algorithms). The receiving party will: (a) hold the disclosing party's Confidential Information in confidence; (b) restrict disclosure of such Confidential Information to those of its employees or agents with a need to know such information and who are bound (e.g., as a condition to their employment or agency) by obligations respecting the protection of confidential information, which are substantially similar to those of this Agreement and which would extend to the disclosing party's Confidential Information; (c) use such Confidential Information only for the purposes for which it was disclosed, unless otherwise set forth herein; and (d) to the extent applicable, not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information, unless expressly permitted by applicable law without the possibility of contractual waiver or otherwise specified in writing by the disclosing party. The restrictions in Section 8.1 will not apply to Confidential Information to the extent it (a) was in the public domain at the time of disclosure; (b) became publicly available after disclosure to the receiving party without breach of this Agreement; (c) was lawfully received by the receiving party from a third party without such restrictions; (d) was known to the receiving party, its employees or agents without such restrictions prior to its receipt from the disclosing party; (e) was independently developed by the receiving party without breach of this Agreement; (f) was generally made available to third parties by the disclosing party without such restriction; or (g) is required to be disclosed by the receiving party pursuant to judicial order or other compulsion of law, provided that the receiving party will provide to the disclosing party prompt notice of such order and comply with any protective order imposed on such disclosure. The parties agree that any material breach of this Section or Section 2 will cause irreparable injury and that injunctive relief in a court of competent jurisdiction will be appropriate to prevent an initial or continuing breach of these Sections in addition to any other relief to the applicable party may be entitled.

9. Proprietary Rights.

The Software Services are licensed, not sold. Use herein of the word "purchase" in conjunction with licenses of the Software Services shall not imply a transfer of ownership. Except for the limited rights

expressly granted by ActionableAgile to Client in Section 1, Client acknowledges and agrees that, as between Client and ActionableAgile, all right, title and interest, including all copyright, trademark, patent, trade secret, intellectual property (including but not limited to algorithms and business processes) and other proprietary rights, arising out of or relating to the provision of the Software Services belong exclusively to ActionableAgile, other than the Client Data. ActionableAgile is hereby granted a royalty-free, fully-paid, worldwide, exclusive, transferable, sub-licensable, irrevocable and perpetual license to use or incorporate into its products and services any information, data, suggestions, enhancement requests, recommendations or other feedback provided by Client or its Authorized Users relating to the Software Services. All rights not expressly granted under this Agreement are reserved by ActionableAgile.

10. Warranties.

ActionableAgile warrants to Client that for a period of thirty (30) days following the initial purchase of the Software Services to Client that the Software Services will perform substantially in conformance with published documentation. ActionableAgile does not warrant that the Software Services will meet all of Client's requirements or that use of the Software Services will be uninterrupted, secure, or error-free. To the maximum extent permitted under applicable law, as ActionableAgile's and its suppliers' entire liability, and as Client's sole and exclusive remedy for a breach of the foregoing warranty, ActionableAgile will, at its sole option and expense, promptly repair the Software Services. Each party warrants that: (i) it has the necessary corporate power and authority to enter into and perform this Agreement; (ii) this Agreement does not and will not conflict with any other agreement or understanding to which such party is a party or by which it is bound; and (iii) the person signing this Agreement on such party's behalf has been duly authorized and empowered to enter into this Agreement.

11. DISCLAIMER.

THE SOFTWARE SERVICES AND ALL OTHER PRODUCTS AND SERVICES, INCLUDING THIRD PARTY HOSTING SERVICES, PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITH ALL FAULTS AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10, ACTIONABLEAGILE HEREBY DISCLAIMS, ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACTIONABLEAGILE SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES AS TO THE CONDITION, VALUE OR QUALITIES OF ANY SERVICES, INFORMATION OR MATERIALS PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, WHETHER ANY SUCH SERVICES, INFORMATION OR MATERIALS WILL BE ACCURATE, COMPLETE, SECURE, CONTINUOUS, UNINTERRUPTED, NON-INFRINGEMENT OR ERROR-FREE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY AS TO THE WORKMANSHIP THEREOF, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT, INCLUDING ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. ACTIONABLEAGILE ALSO SPECIFICALLY DISCLAIMS

RESPONSIBILITY OF THIRD PARTY PRODUCTS AND SERVICES WITH WHICH CLIENT MAY UTILIZE THE SOFTWARE SERVICES, AND CLIENT SPECIFICALLY DISCLAIMS AND WAIVES ANY RIGHTS AND CLAIMS CLIENT MAY HAVE AGAINST ACTIONABLEAGILE WITH RESPECT TO SUCH THIRD PARTY PRODUCTS AND SERVICES, TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12. LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, (I) IN NO EVENT WILL ACTIONABLEAGILE OR ITS AFFILIATED ENTITIES HAVE ANY LIABILITY, CONTINGENT OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, STATUTORY OR EXEMPLARY DAMAGES IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE SERVICES OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER, INCLUDING, BUT NOT LIMITED TO LOST PROFITS, LOST OR CORRUPTED DATA, LOSS OF GOODWILL, WORK STOPPAGE, EQUIPMENT FAILURE OR MALFUNCTION, PERSONAL INJURY, PROPERTY DAMAGE OR ANY OTHER DAMAGES OR LOSSES, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, STATUTE, INDEMNITY OR OTHERWISE) UPON WHICH ANY SUCH LIABILITY IS BASED; AND (II) THE ENTIRE AGGREGATE LIABILITY OF ACTIONABLEAGILE AND ITS AFFILIATED ENTITIES AND THE SOLE REMEDY AVAILABLE TO THE CLIENT IN ANY CASE IN ANY WAY ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SOFTWARE SERVICES OR ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER SHALL BE LIMITED TO TERMINATION OF THIS AGREEMENT AND MONETARY DAMAGES THAT IN THE AGGREGATE MAY NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAYABLE OR PAID TO ACTIONABLEAGILE BY CLIENT UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO ITS TERMINATION.

13. Intellectual Property Indemnification.

ActionableAgile will indemnify and hold Client harmless from any third party claim brought against Client that the Software Services, as provided by ActionableAgile to Client under this Agreement and used or distributed within the scope of this Agreement, infringes or misappropriates any U.S. patent, copyright, trademark, trade secret, or other intellectual property rights of a third party, provided (i) use of the Software Services by Client is in conformity with the Agreement and Documentation; (ii) the infringement is not caused by modification or alteration of the Software Services or Documentation; and/or (iii) the infringement was not caused by a combination or use of the Software Services with products not supplied by ActionableAgile. ActionableAgile indemnification obligations are contingent upon Client: (i) promptly notifying ActionableAgile in writing of the claim; (ii) granting ActionableAgile sole control of the selection of counsel, defense, and settlement of the claim; and (iii) providing ActionableAgile with reasonable assistance, information and authority required for the defense and settlement of the claim. This Section states ActionableAgile's entire liability (and shall be Client's sole and exclusive remedy) with respect to indemnification to Client.

14. General

Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

Nothing in this Agreement creates an exclusive relationship or in any way prevents ActionableAgile from entering into similar arrangements with or providing similar services to other entities, including, without limitation, other similar customers. Client understands and acknowledges that ActionableAgile is free to use some or all of the data, information, techniques, methodologies, forms, layouts or results of any of the products or services provided by ActionableAgile hereunder in providing products or services to other customers and nothing in this Agreement shall be construed to limit ActionableAgile's right to do so. Third Party Services. If the Client uses any third party service with the Software Services (including services that may use any application programming interface (API) provided by ActionableAgile), the Client acknowledges that the third party service may access or use the customer's information. ActionableAgile will not be responsible for any act or omission of the third party, including such third party's use of the customer's information. The Client agrees to contact the third party service provider for any issues arising from the Client's use of the third party service. Compliance with Applicable Laws. The Software Services are protected by intellectual property laws and other laws of the United States and international laws and treaties, including intellectual property and export laws. Client agrees that it shall use the Software Services and shall perform all obligations under this Agreement in a manner that complies with all applicable laws applicable to Client and its use of the Software Services and published documentation, including, but not limited to, any and all contractual, statutory, or common law rights and obligations and applicable restrictions concerning intellectual property rights. The Software Services provided to Client hereunder may be subject to U.S. control laws and regulations and may also be subject to other applicable import and export laws. Client agrees that it shall abide by all applicable export control laws, rules and regulations applicable to its use of the Software Services. Entire Agreement. This Agreement constitutes the final, complete and exclusive agreement among the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements or understandings, whether in written, oral, electronic, or other form, relating to the subject matter hereof. Notwithstanding the foregoing, Client acknowledges and agrees that ActionableAgile's published Website Terms of Use, currently available at "<https://www.ActionableAgile.com>", specifically apply to the Software Services provided hereunder and are binding upon Client and its Authorized Users. In the case of a conflict between a provision in this Agreement and a provision in such Website Terms of Use, such conflicting provision in this Agreement controls. Any terms and conditions appearing on a purchase order or similar document issued by the Client do not apply to the Software Services, do not override or form part of this Agreement, and are void. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. The waiver of any breach or provision of this Agreement will not be deemed a waiver of any different or subsequent breach.

Governing Law; Venue.

This Agreement shall be construed and enforced in accordance with the laws of the state of Delaware, USA.

Severability.

The provisions of this Agreement are severable. In the event that any provision or portion thereof is found by any court to be invalid or otherwise unenforceable, the remainder of this Agreement will not be affected, and the parties consent to such court's substitution of a valid and enforceable term that approximates the intent and effect of such invalid or unenforceable provision or portion.

15. Non-Payment and Fraudulent Use of Credit Card Data

If a "subscriber" is unable to process a payment by its due date, ActionableAgile Analytics™ Services may be subject to suspension or termination in whole or part. Any such suspension will continue until payment is successfully processed for current and overdue fees, if any. Furthermore, in the event an account has been placed in suspended status for non-payment, ActionableAgile may permanently disable the applicable Service terminate such account. Any losses or expenses experienced due to actions taken in response to non-payment are not the responsibility of ActionableAgile. It is a violation of these Terms to misuse or fraudulently use credit and debit cards. A determination of such misuse or fraudulent use shall be at the sole discretion of ActionableAgile. ActionableAgile may report at its sole discretion, to appropriate government authorities, credit reporting services, financial institutions and credit card companies.

16. Purchases of and Payments for Cloud Services

You may initiate the ActionableAgile Analytics™ ordering process by accessing the ActionableAgile website, completing the fields required to purchase the desired Services, and submitting such information through the Web site for validation. Please note, it may take up to twenty-four (24) hours during a regular business day to validate your order and provision the Cloud Services. Unless otherwise stated, the fees for the Cloud Services will be billed on a month-to-month basis, will be paid in advance of the month of service and will be based upon conditions specified on your initial order.