OCEAView Cloud Services Agreement

Last Modified: July 31, 2020

This Cloud Services Agreement (this "**Agreement**") is a binding contract between you and any of your affiliates ("**Customer**," "**you**," or "**your**"), Dickson Unigage, Inc. and Oceasoft SA (both related companies referred to collectively or in the singular as "**Provider**," "**we**," or "**us**"). This Agreement governs your access to and use of the Cloud Services.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK "PROCEED" OR BY ACCESSING OR USING THE CLOUD SERVICES (the "**Effective Date**"). BY CLICKING PROCEED OR BY ACCESSING OR USING THE CLOUD SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT AND QUIT THE WEB APPLICATION. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE CLOUD SERVICES.

YOU ARE AGREEING TO A BINDING ARBITRATION CLAUSE IN ACCORDANCE WITH SECTION 12 HEREIN.

1.   Definitions.

(a)   "**Authorized User**" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.

(b)   "**Cloud Services**" means the services provided by Provider under this Agreement that are detailed on Provider's website available at www.oceasoft.com and in the case where you use downloadable Software under Section 2(c), Software is included in the Cloud Services' definition, and the rights, responsibilities, and obligations of Software apply to and are incorporated into "Cloud Services".

(c)   "**Customer Data**" means, other than Aggregated Statistics information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(d)   "**Documentation**" means Provider's user manuals, handbooks, and guides relating to the Cloud Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Cloud Services available at www.oceasoft.com.

(e)   "**Provider IP**" means the Cloud Services, Software, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Cloud Services but does not include Customer Data.

(f)   **"Software"** means the OCEAView software suite and one copy in object code format, including any updates, bug fixes, patches, or other error corrections to the Software that Provider generally makes available free of charge to all Software licensees. Special terms in this Agreement apply to use of on-site, downloadable Software.

(g)   "**Third-Party Products**" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through the Cloud Services or are otherwise made available with the Software.

2.   <u>Access and Use</u>.

(a)   <u>Provision of Access</u>. Subject to and conditioned on your payment of Fees and compliance with all other/the terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Provider shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services.

(b)   <u>Documentation License</u>. Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Cloud Services.

(c)   <u>Downloadable Software</u>. Use of the Cloud Services may require or include use of downloadable software ("Software"). We shall deliver the Software electronically to you. Special terms in this Agreement apply to use of on-site, downloadable Software. Provider grants you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide as part of the Cloud Services. This Agreement does not entitle you to support for the Software. Provider disclaims any responsibility for Third – Party Products.

(d)   <u>Use Restrictions</u>. You shall not, and shall not permit any Authorized Users to, use the Cloud Services, any Software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this

Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any Software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any Software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule. We reserve all rights not expressly granted to you in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to you or any third party any intellectual property rights or other right, title, or interest in or to the Software.

(e) <u>Protected Health Information</u>. You are prohibited from uploading into the Cloud Services protected health information of any person which is individually identifiable health information as defined by the U.S. Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Uploading such protected health information is a material breach of this Agreement will subject you to damages and potential termination of this Agreement.

(f) <u>Aggregated Statistics</u>. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Cloud Services and collect and compile data and information related to Customer's use of the Cloud Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("**Aggregated Statistics**"). As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics is anonymous and does not identify Customer or Customer's Confidential Information.

(g) <u>Reservation of Rights</u>. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.

(h) <u>Suspension</u>. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) Provider reasonably determines that (A)

there is a threat or attack on any of the Provider IP or third-party; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer, third-party, or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities as determined solely in the discretion of Provider; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Provider's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (F) subject Provider to unfavorable regulatory action, liability for any reason, or adversely affect Provider's public image, reputation or goodwill including without limitation sending or distributing sexually explicit, hateful, vulgar, racially, ethnically or otherwise objectionable material as determined by Provider in its sole discretion; or (G) use the Services for any purpose other than the intended internal commercially reasonable uses; or (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Cloud Services (any such suspension described in subclause (i) or, (ii) a "**Service Suspension**"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

(i)   Modifications. From time to time, Provider might issue upgrades and enhancements in its sole discretion.

3.   Limited Warranty and Warranty Disclaimer.

(a)   Provider warrants that it provides Cloud Services and Software in a workmanlike manner. This warranty does not apply and becomes null and void if you, any other person provided access to the Software by you, or any Authorized User, (i) breach any material provision of this Agreement, (ii) whether or not in violation of this Agreement, installs or uses the Software in connection with hardware not specified in the Documentation, modifies or damages the Software, or (iii) misuse the Software including any use of the Software other than as specified in the Documentation. EXCEPT FOR THE FOREGOING WARRANTY, PROVIDER STRICTLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b)   Provider does not make any representations or guarantees regarding uptime, service levels, or availability of the Cloud Services unless specifically identified in the Service Levels. Customer's sole remedy is for Provider to use commercially reasonable efforts to restore Customer's access to the Cloud Services; this is Provider's sole liability under the limited warranty set forth in this Section 3(a).

(c) If any Software fails to comply with the warranty in Section 3(a), and such failure is not excluded from warranty pursuant to Section 3, Provider shall, subject to your promptly notifying Provider in writing of such failure, at its sole option, either: (i) repair or replace the Software, provided that you provide Provider with all information Provider reasonably requests to resolve the reported failure, including sufficient information to enable the Provider to recreate such failure; or (ii) refund the Fees paid for such Software, subject to your ceasing all use of and, if requested by Provider, returning to Provider all copies of the Software. If Provider repairs or replaces the Software, the warranty will continue to run from the Effective Date and not from your receipt of the repair or replacement. The remedies set forth in this Section 3(c) are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in Section 3(a).

(d) You warrant that you own all right, title, and interest, including all intellectual property rights, in and to Customer Data and that both the Customer Data and your use of the Cloud Services are in compliance with the Agreement.

(e) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 3(a), THE CLOUD SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

4. Indemnification.

(a) Provider Indemnification of Customer.

(i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Cloud Services, or any use of the Cloud Services in accordance with this Agreement, infringes or misappropriates such third party's U.S. intellectual property rights/U.S. patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii)   If such a Third-Party Claim is made or Provider/either party reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Cloud Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 4(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Cloud Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(iii)   This Section 4(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Software not made by Provider; (C) use of any version other than the most current version of the Software or Documentation delivered to Customer and (D) any such Third-Party Claim arises from Customer Data, Third-Party Products access to or use of the Provider materials in combination with any hardware, system, software, network or other materials or services not provided by provider or specified for customer's use by Provider, modification of the Provider materials except with Provider's written approval, failure to timely implement any modifications, upgrades, replacements, or enhancements made available to Customer by or on behalf of Provider or any act, omission or breach by Customer .

(b)   <u>Customer Indemnification of Provider</u>. Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement or the Data Processing Agreement, infringes or misappropriates such third party's intellectual property rights; (ii) for using the Software or Documentation in a manner not authorized or contemplated by this Agreement; (iii) use of the Software in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (iv) modifications to the Software not made by Provider; (v) use of any version other than the most current version of the Software or Documentation (vi) in the case Customer uses Software, any breach or loss of Customer Data of any kind caused by Customer, including claims of data privacy breach by third parties or (vii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Cloud Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

(c)   Sole Remedy. THIS SECTION 4 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE OR DOCUMENTATION INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. IN NO EVENT WILL PROVIDER'S LIABILITY UNDER THIS SECTION 4 EXCEED ONE TIMES (1x) THE ANNUAL FEES.

5.   Limitations of Liability. IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR $500, WHICHEVER IS LESS.

You agree that the limitations of liability set forth in this Section 5 shall be effective despite any failure of consideration or of an exclusive remedy. You acknowledge that the Services fees (if any) have been set and these Terms are accepted by Provider in reliance upon these limitations of liability and that these limitations form an essential basis of the bargain between the parties. Certain states and/or jurisdictions do not allow the limitation of liability for incidental, consequential, or certain other types of damages, so certain exclusions and limitations set forth in this Section 5 may not apply to you.

6.   Term and Termination.

(a)   Term. The term of this Agreement begins on the Effective Date and continues until terminated. Cloud Services that are specified to automatically renew will renew for up to one (1) additional successive one (1) year term unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current services period.

(b)   Termination. In addition to any other express termination right set forth in this Agreement:

(i)   Provider may terminate this Agreement, effective on written notice to Customer if (i) Customer fails to pay any amount when due hereunder and such failure continues for more than ninety (90) days after Provider's delivery of written notice thereof or (ii) Customer materially breaches Sections 4(b), 9, or 13.

(ii)   either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 (thirty) days after the non-breaching party provides the breaching party with written notice of such breach; or

(iii)   either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c)   Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Provider IP, Software and Cloud Services. Customer shall delete, destroy, or return to Provider all copies of the Software and Documentation and certify in writing to the Provider that the Documentation is deleted or destroyed. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

(d)   Survival. This Section 6(d), Sections 4, 5, 8, 10, 11, 12, and 13 and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

7.   Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through [notifications or posts on [www.oceasoft.com/_____]/direct email communication from us]. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Cloud Services after the effective date of the modifications will be deemed acceptance of the modified terms.

8.   Protection of Customer Data. We shall maintain appropriate physical and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. We shall not (a) modify Customer Data, (b) disclose Customer Data except as compelled by law or as expressly permitted in writing by You, or (c) access Customer Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with customer support matters.

The data collected by the Cloud Services system on behalf of Customer is saved only once daily. The data is retained for a maximum of 11 years (10 + 1) (see below) on the express condition that :

- o   Customer is a legal entity and exists in the sense of the commercial code in force in the country where the company is registered or domesticated.
- o   Customer is not subject to any particular state sanctions and is not located in one of the following countries: Crimea, Libya, North Korea, Cuba, Yemen.
- o   Customer is up to date with its payments for all products and services ordered and delivered.
- o   Customer's Cloud Agreement is in effect and payments thereunder are current according to the Agreement.

In the event that Customer does not comply with the immediately aforementioned obligations, and a triggering event occurs, Customer has six (6) months to create an archive of its data; Provider has no obligation retain or archive such data. An archive will be available through support at support@oceasoft.com who will inform Customer of the necessary procedure. At the end of the 6-month period, the data will be deleted, and it will no longer be possible for any party worldwide to access it.

After 11 Years. After eleven (11) years and provided that Customer meets the requirements described immediately above, Provider will delete the data saved during the oldest year of saved data. Customers wishing to keep a copy of this erased year should contact support at support@oceasoft.com who will communicate the procedure to be followed. Such support request must be requested before the deletion occurs. After the deletion, the data cannot be recovered. For example, in the twelfth year, year one eta will be deleted, and this deletion cycle will continue in this way each year thereafter.

9.   Export Regulation. The Cloud Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Cloud Services or the Software or technology included in the Cloud Services to, or make the Cloud Services or the Software or technology included in the Cloud Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Cloud Services or the Software or technology included in the Cloud Services available outside the US.

10.	U.S. Government Rights. Each of the Software components that constitute the Cloud Services and the Documentation is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Cloud Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

11.	Governing Law and Jurisdiction. This agreement is governed by and construed in accordance with the internal laws of the State of Illinois, United States of America without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the city of Chicago and County of Cook, and each party irrevocably submits to the exclusive venue and jurisdiction of such courts in any such suit, action, or proceeding.

12.	Alternative Dispute Resolution. In the event of a dispute between the parties, the dispute shall be resolved according to this Alternative Dispute Resolution paragraph and not in any court, except for the rights of the Parties to specific performance or injunction which such rights, along with the enforcement of any arbitration award, may be heard in court according to any exclusive venue clause of this Agreement. In the event of a dispute between the parties, one party may give the other party notice of the dispute (the "Notice"). The Parties agree to attempt to settle such dispute first by good faith discussions between senior executives of the Parties.

If this method fails after thirty (30) days, the parties shall enter into a mutually agreed good faith non-binding mediation process.

If non-binding mediation is unsuccessful after ninety (90) days after Notice, then the parties shall resolve the dispute through binding arbitration with one arbitrator chosen mutually by the parties who is qualified in the area of contracts, information technology, cloud services and data privacy (the "Arbitrator"). If the parties are unable to choose an arbitrator, then each party shall choose one arbitrator from a list provided by the American Arbitration Association (the "AAA"). The two arbitrators chosen shall mutually choose the Arbitrator for the matter. The arbitration shall be completed within one hundred eighty (180) days after Notice. The arbitration shall take place in Chicago, Illinois. The substantive law of Illinois will be applied during the arbitration. The parties shall split the arbitrator's fees. The parties shall follow the Federal Arbitration Act 9 U.S.C. sec. 1-16 (FAA) and the Commercial Rules of the AAA.

Each party shall pay for its own arbitrator's fees, costs, and attorneys' fees for the Alternative Dispute Resolution, except if there is a fee-shifting provision below. The

Arbitrator shall have no power to add to, subtract from, modify, or disregard any of the provisions of this Agreement. The Arbitrator's decision shall be in strict compliance with the law and shall be delivered using a written opinion. If any party prevails in this arbitration on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for attorneys' fee-shifting, the Arbitrator may award reasonable investigative, accounting, and attorney's fees to the prevailing party which are related to the statute or fee-shifting agreement, under the standards for fee shifting provided by law. The arbitrator will have no authority to award punitive or other non-compensatory damages to either party. The arbitration will be limited solely to the dispute or controversy between the parties.

The determination by the Arbitrator(s) shall be based solely on presentations with respect to such disputed items and not on the Arbitrator(s)' independent review.   The Arbitrator(s) shall not determine the amounts in dispute to be greater than the values submitted to arbitration by the parties according to their respective positions.

If litigation is commenced to enforce the arbitration award, the state and federal courts of Cook County, Illinois shall be deemed to be the exclusive venue for interpreting and enforcing this Agreement. If litigation regarding the arbitration results in the entry of a judgment or equitable relief which upholds the Arbitrator's ruling, the party who successfully enforces the Arbitration ruling shall be entitled to recover its attorneys' fees and costs deemed reasonable by the jurist entering such a judgment or equitable relief according to attorney's fee-shifting rules provide by law.

13.   Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to the Dickson company at our corporate headquarters 930 S. Westwood Ave., Addison, IL 60101, web address at www.dicksondata.com and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Cloud Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. If any term or provision of this Agreement shall, to any extent, be determined to be invalid or unenforceable by a court or body of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law and any court will enforce such invalid clause to the maximum extent allowed by law; if such invalid clause cannot be enforced then such clause shall be deemed not part of this Agreement and the remainder of this Agreement is enforceable. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is

personal to Customer and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of our obligations hereunder. In no event shall either party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.