Novus Insight SaaS Master Solutions Agreement

PLEASE READ THIS MASTER SOLUTIONS AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE USING THE SERVICES OFFERED BY NOVUS INSIGHT ("NOVUS") AND ITS AFFILIATES. BY ENTERING INTO ONE OR MORE ORDERS WITH NOVUS WHICH REFERENCE THESE TERMS, YOU ("CUSTOMER") AGREE TO BE BOUND BY THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER AGREEMENTS. EACH ORDER SHALL BE INCORPORATED INTO AND FORM PART OF THIS AGREEMENT. IN ADDITION, ANY ONLINE ORDER WHICH YOU SUBMIT VIA NOVUS' STANDARD ONLINE PROCESS AND WHICH IS ACCEPTED BY NOVUS SHALL BE DEEMED TO BE MUTUALLY EXECUTED. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

Definitions. For purposes of this Agreement:

- **"Affiliate"** means an entity that directly, or indirectly through one or more entities, controls, is controlled by, or is under common control with, the specified entity.
- **"Business Hours"** means 8am – 5pm Eastern Time
- **"Confidential Information"** means all information or material provided by one party hereunder (the "Disclosing Party") to the other party (the "Receiving Party") which (i) gives a party some competitive business advantage, gives a party the opportunity of obtaining some competitive business advantage, or the disclosure of which could be detrimental to the interests of a party; and (ii) is either (a) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (b) known by the parties to be considered confidential and proprietary, or (c) from all the relevant circumstances should reasonably be assumed to be confidential and proprietary. The Documentation and Products are deemed the Confidential Information of Novus Insight.
- **"Customer Cause"** means any of the following:
    - any improper use, misuse, or unauthorized alteration of the Products by Customer;
    - any use of the Products by Customer in a manner inconsistent with the then-current Documentation; or
    - the use by Customer of any hardware or software not provided by Novus Insight or approved by Novus Insight for use by Customer in connection with the Products;
- **"Documentation"** means Novus Insight's then-current generally available documentation, specifications, user manuals, etc. for the Products and Services.
- **"Fault"** means an error, flaw, failure, or bug in the Products.
- **"Help Desk Support"** means any support provided by help desk technicians sufficiently qualified and experienced to identify and resolve most support issues relating to the Products and Services.

- **"Order"** means either a sales quote or a statement of work issued by Novus Insight and signed or otherwise accepted by both parties.
- **"Products"** means any Web Services that Novus Insight offers to Customer, including any Documentation.

- **"Privacy Policy"** means Novus Insight's Privacy Policy found at https://novusinsight.com/terms/privacy-policy or such other URL locations which can be found on Novus Insight's website as Novus Insight may provide from time to time.
- **"Licenses"** means the units in which Novus Insight offers its Web Services. Each License includes an unlimited number of users at the site identified on the Order Form.
- **"Services"** means any professional services, including implementation and installation services agreed upon by the parties and set forth in an Order, or any Support Services purchased pursuant to an Order.
- **"Support Hours"** means, 8am – 5pm Eastern Time, except Novus Insight-recognized holidays.
- **"Support Services"** means maintenance of the then-current version or release of the Products, including Help Desk Support.

- **"Users"** means any of Customer's employees, customers or other third parties to which the Customer gives access to the Products.
- **"Web Service"** means an application and/or database product hosted by Novus Insight or its agents and made available for remote access and use by Customer under an Order.

1. Products.

1.13 ***Web Services Access***. Subject to Customer's payment of all relevant fees, Novus Insight hereby grants to Customer a non-exclusive, non-transferable (except pursuant to Section 13.7 (Assignment)), right to access and use for its internal business purposes the Web Services. The initial term of the foregoing access right will be as set forth in the applicable Order. Customer shall be solely responsible for connection of Customer's systems to a telecommunications service that provides Internet access for purposes of Customer's access and use of the Web Services.

2.13 ***Beta Product.*** Novus Insight may offer "Beta Products" to Customer at no charge. Use of the Beta Products are at the election of Customer and are for evaluation purposes only. Beta Products are not considered "Products" and do not come with Support Services. Beta Products may be subject to additional terms. Novus Insight reserves the right to discontinue the Beta Products at any time. Beta Products will automatically terminate at such time as Novus Insight makes such Beta Products generally available. Beta Products may be unpredictable and lead to erroneous results. Customer acknowledges and agrees that: (i) Beta Products are experimental and have not been fully tested; (ii) Beta Products may not meet Customer's requirements; (iii) the use or operation of any Beta Products may not be uninterrupted or error free; (iv) Customer's use of any Beta Product is for purposes of evaluating and testing the Beta Product and providing feedback to Novus Insight; (v) Customer shall inform its employees, staff members, and other users regarding the nature of Beta Product; and (vi) Customer will hold all information relating to Beta Products and Customer's use of Beta Products, including any performance measurements and other data relating to Beta Products, in strict confidence and shall not disclose such information to any unauthorized third parties. Customer shall promptly report any errors, defects, or other deficiencies in any Beta Product to Novus Insight. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, ALL BETA PRODUCTS ARE PROVIDED "AS-IS" AND "AS- AVAILABLE," WITHOUT WARRANTIES OR INDEMNITIES OF ANY KIND. Customer hereby waives any and all claims, now known or later discovered, that Customer may have against Novus Insight and its suppliers and licensors arising out of Customer's use of the Beta Products.

3.13 ***Updates.*** Novus Insight reserves the right to update the Products from time-to-time, but makes no guarantee as to the availability of such updates.

2. Product Usage & Rights.

1.13 ***Acceptance.*** All sales are final, non-refundable, and non-returnable except with respect to Products that do not meet applicable specifications in the relevant Documentation.

2.13 ***Product Term.*** Unless otherwise provided in the applicable Order, (i) Products are acquired on a subscription basis; (ii) additional subscriptions may be added at any time during a co-pending subscription term via an Order, with the term for such additional subscriptions to be prorated for the portion of then-current subscription term remaining at the time the mid-term subscriptions are added; and (iii) any such additional subscriptions will be co-pending and each shall terminate on the same date as the original subscription term. The applicable term for each Product is set forth in the applicable Order.

3.13 ***Intellectual Property.*** This is not a work made-for-hire agreement (as that term is defined in Section 101 of Title 17 of the United States Code). Novus Insight and its licensors own all right, title, and interest, including intellectual property rights, in the Products and all enhancements, modifications, and updates thereto, as well as the results of any Services performed hereunder. Except for express licenses granted in this Agreement, Novus Insight is not granting or assigning to Customer any right, title, or interest, express or implied, in or to Novus Insight's intellectual property. Novus Insight reserves all rights in such property.

4.13 ***Feedback***. Customer may provide Novus Insight with suggestions, comments, or other feedback (collectively, "**Feedback**") with respect to the Products. Feedback is voluntary. Novus Insight is not obligated to hold it in confidence. Novus Insight may use Feedback for any purpose without obligation of any kind. To the extent a license is required under any Customer intellectual property rights to make use of the Feedback, Customer grants Novus Insight an irrevocable, non-exclusive, perpetual, royalty-free license to use the Feedback in connection with Novus Insight's business, including the enhancement of the Products.

5.13 ***Audit Rights.*** Novus Insight may audit Customer compliance with the terms of this Agreement. Upon reasonable notice, Novus Insight (or an agent of Novus Insight) may conduct an audit during

normal business hours (with the auditor's costs being at Novus Insight' expense). If an audit reveals underpayments, then Customer will pay to Novus Insight such underpayments. If underpayments discovered exceed five (5) percent of the Order price Customer will reimburse Novus Insight for the auditor costs.

3. Data.

1.13 ***Customer Data.*** Customer grants Novus Insight and its Affiliates a non-exclusive, world-wide, royalty-free license to use the data and other information input by Customer into the Products ("**Customer Data**"): (i) to perform Novus Insight's obligations under this Agreement; (ii) in compliance with the Privacy Policy; and (iii) as may be required by law. Customer will be responsible for obtaining all rights, permissions, and authorizations to provide the Customer Data to Novus Insight for use as contemplated under this Agreement. Except for the limited license granted in this Section, nothing contained in this Agreement will be construed as granting Novus Insight any right, title, or interest in the Customer Data. Customer Data shall be deemed Customer Confidential Information.

2.13 ***Aggregated Data.*** Novus Insight may also use Customer Data in an aggregate, de-identified, and generic manner for marketing, survey, and benchmarking purposes, in the review and development of current and future Products, Product usage, and other similar purposes ("**Aggregated Data**"). Aggregated Data: (i) is used only for internal administrative purposes and general usage statistics; (ii) does not identify Customer or any individual; and (iii) to the extent such Aggregated Data is disclosed, it is only disclosed in a generic or aggregated manner for the purposes of sharing Product usage, statistical, or benchmarking purposes. Aggregated Data will not be considered Customer Confidential Information.

3.13 ***Data Security.*** Customer Data is maintained using industry standard administrative, physical, and technical safeguards that are designed to provide for the protection of the security, confidentiality, and integrity of Customer Data. Novus Insight's security safeguards include means for preventing access, use, modification, or disclosure of Customer Data by unauthorized individuals. Notwithstanding the foregoing, Customer Data access may be provided (i) to Novus Insight and other personnel to the extent necessary provide Products and Services; (ii) as compelled by law in accordance with Section 8.1; (iii) as set forth in the Privacy Policy; or (iv) as expressly permitted by Customer.

4.13 ***Privacy.*** The collection, use, and disclosure of Customer Data in connection with Customer's use of the Products is subject to the Privacy Policy. Customer hereby acknowledges and agrees that all Users will review and consent to the Privacy Policy before accessing or using the Products. By using the Products, Customer, and each User acknowledges that the Customer Data will be processed in accordance with the Privacy Policy and this Agreement and may be processed in a country where it was collected, as well as in countries where privacy laws may be different or less stringent. By using the Products or submitting Customer Data via the Products, Customer and each User expressly consents to such processes. To the extent Customer or a User provides personal or confidential information about a named person or entity that is not a User, Customer or the applicable User represents that it has that person's or entity's consent to do so.

4. Customer Obligations.

1.13 ***Connectivity***. Customer is solely responsible for all telecommunication or Internet connections and associated fees required to access and use the Products, as well as all hardware and software on the Customer site. Novus Insight is not responsible for (i) Customer's access to the Internet; (ii) interception or interruptions of communications through the Internet; or (iii) changes or losses of data through the Internet.

2.13 ***User Credentials***. Customer shall keep the User credentials (e.g., usernames and passwords) confidential and not disclose any such credentials to any third party. In addition, Customer shall notify Novus Insight immediately upon discovery of the disclosure of any such credentials, and upon any termination of the engagement of any employees or agents of Customer with knowledge of any such credentials, so that such credentials can be changed.

3.13 ***Restrictions***. Customer may not: (i) reverse engineer, disassemble, decompile, or otherwise attempt to reveal the trade secrets or know how underlying the Products, except to the extent expressly permitted under applicable law; (ii) use Novus Insight's intellectual property and Confidential Information to develop a product that is similar to the Products; (iii) use any Novus Insight Confidential Information to contest the validity of any Novus Insight intellectual property; (iv) remove or destroy any copyright notices or other proprietary markings or confidentiality legends placed on or made available through the Products; (v) use the Products in any manner or for any purpose inconsistent with the terms of this Agreement or the Documentation; or (vi) copy, reproduce, distribute, rent, loan, sell, transfer, grant any license, sub-license or

otherwise make available Products to third parties except as expressly permitted in this Agreement. Products shall only be used for the licensed number of Assets for which Customer has paid the applicable fees.

4.13 ***Export/Import Control Compliance*.** The sale, resale or other disposition of Products and any related technology or Documentation may be subject to the export control laws, regulations and orders of the United States and may be subject to the export and/or import control laws and regulations of other countries. Customer is solely responsible for complying with all such laws, regulations and orders and acknowledges that it shall not directly or indirectly export or import any Products to any country to which such export or transmission is restricted or prohibited. Customer understands and acknowledges its responsibility to obtain any license to export, re-export or import as may be required.

5. Support Services.

1.13 ***In General***. Products are made available with standard Support Services for no additional charge during the applicable subscription term of the Product. Novus Insight shall perform the Support Services during the Support Hours. The customer may request Support Services by email to the Novus Insight support e-mail address help@novusinsight.com. Novus Insight shall prioritize all support requests based on its reasonable assessment of the severity level of the problem reported.

6. Payment Terms.

1.13 ***Prices*.** Fees due for the Products or Services (the "**Fees**") will be as set forth in each Order. If no period is specified in a quotation, quoted Fees will be valid for thirty (30) days. Notwithstanding the foregoing, quoted Fees will be subject to increase in the event of an increase in Novus Insight's costs or other circumstances beyond Novus Insight's reasonable control. Fees are exclusive of taxes, including sales, use, excise, value added, and similar taxes or charges imposed by any government authority, and domestic and international shipping charges. Customer is responsible for payment of the foregoing (with the exception of any Novus Insight income or employee taxes) and such charges will be paid by Customer to Novus Insight in addition to the price of the Products or Services, as applicable. Except as otherwise specified herein or in an Order: (i) payment obligations are non-cancelable, and Fees paid are non-refundable; and (ii) term and quantities purchased cannot be decreased during the applicable Product term. You will be responsible for any payments owed but not paid by any of your Affiliates ordering Products or Services hereunder.

2.13 ***Due Date; Late Payments.*** Fees due for Products or Services may be invoiced by Novus Insight in full at the start of the subscription term or as otherwise expressly provided in the Order. Customer agrees to pay the net amount of each invoice without offset or deduction within thirty (30) days after the date of Novus Insight's invoice (unless otherwise noted on the Order). If any amount is not paid upon the due date, Novus Insight shall be entitled to receive the amount due plus interest thereon at the rate of 1.5% per month (or such lower rate as shall be the highest permissible contract rate under applicable law) on all amounts that are not paid on or before the date due. Customer shall also pay all of Novus Insight's reasonable costs of collection, including but not limited to reasonable attorney's fees.

3.13 ***Disputed Payments*.** Novus Insight will not exercise its right of suspension in the event Customer disputes such charges, in good faith, and provides Novus Insight with written notice of such dispute prior to the due date, pays all undisputed charges on time, and cooperates diligently to resolve the dispute.

4.13 ***Credit Approval; Application of Payment.*** All Orders are subject to credit approval by Novus Insight. Customer agrees to submit such financial information from time to time as may be reasonably requested by Novus Insight for the establishment and/or continuation of credit terms. Any payment received from Customer may be applied by Novus Insight against any obligation owing from Customer to Novus Insight.

7. Confidentiality.

1.13 ***Exceptions; Compelled Disclosure***. "Confidential Information" does not include information that: (i) is or becomes publicly available other than as a result of a breach by the Receiving Party of this Agreement; (ii) was previously known to the Receiving Party prior to the date of disclosure, as evidenced by contemporaneous written records; (iii) was acquired by the Receiving Party from a third party which was not in breach of any obligation of confidentiality; or (iv) was independently developed by the Receiving Party hereto without reference to Confidential Information of the Disclosing Party. In the event that the Receiving Party is required to disclose Confidential Information pursuant to a subpoena or other similar order of any court or government agency, the Receiving Party shall promptly inform the other Disclosing Party in writing and provide a copy thereof (unless notice is precluded by the applicable process), shall only disclose that

Confidential Information necessary to comply with such subpoena or order, and shall use reasonable efforts to obtain confidential treatment of such information.

2.13 ***Protection of Confidential Information***. Except as expressly provided in this Agreement, the Receiving Party will not use or disclose any Confidential Information of the Disclosing Party without the Disclosing Party's prior written consent, except disclosure to and subsequent uses by the Receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants are bound to obligations of confidentiality that are at least as restrictive as the Receiving Party's obligations under this Section 8. Subject to the foregoing nondisclosure and non-use obligations, the Receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the Receiving Party uses to protect the Receiving Party's own Confidential Information and trade secrets, and in no event less than reasonable care. Each party acknowledges that due to the unique nature of the other party's Confidential Information, the Disclosing Party may not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the Disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

3.13 ***Return and Destruction of Materials*.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either party to the other party, and all summaries, copies, descriptions, excerpts or extracts thereof that are in the possession of the Receiving Party, shall be and remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party, and the Receiving Party shall use reasonable efforts to promptly delete or destroy all summaries, copies, descriptions, excerpts, or extracts thereof in their possession, upon the Disclosing Party's written request. The Receiving Party shall have no obligation to delete or destroy copies that: (i) are contained in an archived computer system backup that was made in accordance with such party's security, e-mail retention, and/or disaster recovery procedures; or (ii) are kept by it for record-keeping, archival, or governance purposes in compliance with such party's document retention policies. Any such retained Confidential Information shall remain subject to the terms and conditions of this Agreement for so long as it is retained. Notwithstanding the return or destruction of the Confidential Information, the Receiving Party will continue to be bound by its confidentiality and other obligations hereunder in accordance with the terms of this Agreement. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

8. Warranties and Disclaimers.

1.13 ***Product Warranties*.** Unless expressly provided otherwise in a Product warranty in terms and conditions accompanying a Product, Novus Insight represents and warrants that all Products shall materially conform to their then-current Documentation. For Web Services, Customer must notify Novus Insight of any breach of this warranty within thirty (30) days of the first occurrence of such breach. Customer's sole and exclusive remedy, and Novus Insight's sole and exclusive liability, for a breach of the foregoing warranty will be for Novus Insight to provide Support Services to repair or replace the relevant Product or terminate the relevant Order and issue a refund for any pre-paid, unearned fees for the affected portion of the Product. Novus Insight shall not be responsible for any breach of the foregoing warranty resulting from Customer's abuse or misuse of the Product or failure to use the Product as described in this Agreement or the Documentation, including failure to use the Product in accordance with its operational requirements.

2.13 ***Service Warranties*.** Novus Insight warrants that Novus Insight shall provide the Services in a professional, workmanlike manner consistent with generally accepted industry standards. Customer must notify Novus Insight of any breach of this warranty within thirty (30) days of delivery. Customer's sole and exclusive remedy, and Novus Insight's sole and exclusive liability, for a breach of the foregoing warranty will be for Novus Insight, in its sole discretion, to use reasonable efforts to re-perform the Services or terminate the relevant Order and issue a refund for the portion of price paid for the non-conforming Services.

3.13 ***Customer Warranties.*** Customer represents and warrants that (i) it owns, or is a licensee of, having the right to sublicense, the Customer Data and that Customer has the right to grant Novus Insight the rights that Customer purports to grant in this Agreement; (ii) Novus Insight's possession or use of the Customer Data does not and will not infringe on, violate, or misappropriate any patent, trademark, or copyright, or misappropriate any trade secret or other proprietary right of any third party; (iii) the Customer Data shall be free from viruses, trojan horses, or other similar elements which could harm the systems or software used by Novus Insight to provide the Products; and (iv) it will not use, nor will it allow any third

parties under its control to use, the Products or Services for high risk activities, such as the operation of nuclear facilities, air traffic control, or life support systems, where the use or failure of the Products or Services could lead to death, personal injury, or environmental damage.

4.13 ***Compliance Warranties.*** Each party warrants that it will comply with all laws and regulations applicable to its provision or use of the Products or Services or performance of its obligations under this Agreement, as applicable (including applicable security breach notification law). In addition, each party represents and warrants that it has the full authority to enter into this Agreement and that it has the requisite corporate power and authority to execute, deliver, and perform its obligations under this Agreement.

5.13 ***Disclaimers.*** EXCEPT FOR THE LIMITED WARRANTIES IN THIS SECTION 10 OR ANY EXPRESS WARRANTIES PROVIDED IN TERMS AND CONDITIONS ACCOMPANYING A PRODUCT: (I) THE PRODUCTS ARE PROVIDED "AS IS," WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND; AND (II) NOVUS INSIGHT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. NOVUS INSIGHT DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN THE PRODUCTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION, MARKETING OR PROMOTIONAL MATERIALS, OR ADVICE GIVEN BY NOVUS INSIGHT OR NOVUS INSIGHT'S AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF THE EXPRESS WARRANTIES PROVIDED HEREIN.

6.13 THE PRODUCTS MAY BE USED TO ACCESS AND TRANSFER INFORMATION OVER THE INTERNET. CUSTOMER ACKNOWLEDGES AND AGREES THAT NOVUS INSIGHT AND ITS VENDORS AND LICENSORS DO NOT OPERATE OR CONTROL THE INTERNET AND THAT: (I) VIRUSES, WORMS, TROJAN HORSES, OR OTHER UNDESIRABLE DATA OR SOFTWARE; OR (II) UNAUTHORIZED USERS (*E.G.*, HACKERS) MAY ATTEMPT TO OBTAIN ACCESS TO AND DAMAGE CUSTOMER DATA, WEB-SITES, COMPUTERS, OR NETWORKS. NOVUS INSIGHT WILL NOT BE RESPONSIBLE FOR THOSE ACTIVITIES. FURTHER, EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

9. Indemnification.

1.13 ***Novus Insight Indemnity Obligations.*** Novus Insight will defend and indemnify Customer from any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees) finally awarded against Customer, as approved via a court-approved settlement, or via binding mediation or arbitration arising from a claim by a third party that Customer's authorized use of a Product infringes that third party's United States patent, copyright, or trade secret rights. The foregoing indemnification obligation of Novus Insight is contingent upon Customer promptly notifying Novus Insight in writing of such claim (provided the failure or delay in doing so shall not relieve Novus Insight from any obligations to indemnify Customer except to the extent that such delay or failure materially prejudices the defense of such claim), permitting Novus Insight sole authority to control the defense or settlement of such claim, and providing Novus Insight reasonable assistance (at Novus Insight's sole expense) in connection therewith. If a claim of infringement under this Section occurs, or if Novus Insight determines a claim is likely to occur, Novus Insight will have the right, in its sole discretion, to either (i) procure for Customer the right or license to continue to use the Products free of the infringement claim; or (ii) modify the Products to make them non-infringing, without loss of material functionality. If neither of these remedies is reasonably available to Novus Insight, Novus Insight may, in its sole discretion, immediately terminate the related Order and, upon return of the infringing Products from Customer, refund any pre-paid, unearned Fees paid for such Products. Notwithstanding the foregoing, Novus Insight will have no obligation with respect to any claim of infringement that is based upon or arises out of (a) the use or combination of the Products with any hardware, software, products, data, or other materials not provided by Novus Insight; (b) modification or alteration of the Products by anyone other than Novus Insight; (c) a breach by Customer of this Agreement, including use of the Products in excess of the rights granted in this Agreement, or any breach by Customer of any applicable law; (d) any specifications or other intellectual property provided by Customer; or (e) Customer's failure to comply with Novus Insight's direction to cease any activity that in Novus Insight's reasonable judgment may result in such

a claim (collectively, the "**Excluded Claims**"). The provisions of this Section state the sole and exclusive obligations and liability of Novus Insight and its licensors and suppliers for any claim of intellectual property infringement arising out of or relating to the Products or this Agreement, and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed.

2.13 ***Customer Indemnity Obligations.*** Customer will defend and indemnify Novus Insight, its Affiliates, officers, directors, shareholders, employees, agents, successors, and assigns (the "**Novus Insight Indemnified Parties**") and hold the Novus Insight Indemnified Parties harmless from, any and all claims, losses, deficiencies, damages, liabilities, costs, and expenses (including but not limited to reasonable attorneys' fees) incurred by any Novus Insight Indemnified Party as a result of any claim by a third party arising from (i) Customer's use of the Products in breach of this Agreement; (ii) Novus Insight's authorized use of the Customer Data; or (iii) the Excluded Claims. The foregoing indemnification obligation of Customer is contingent upon Novus Insight promptly notifying Customer in writing of such claim (provided the failure or delay in doing so shall not relieve Customer from any obligations to indemnify Novus Insight Indemnified Parties except to the extent that such delay or failure materially prejudices the defense of such claim), permitting Customer sole authority to control the defense or settlement of such claim, provided that Customer may not settle any such claim unless it unconditionally releases Novus Insight of all liability, and providing Customer reasonable assistance (at Customer's sole expense) in connection therewith.

10. Limitations of Liability.

1.13 NEITHER NOVUS INSIGHT NOR ITS VENDORS AND LICENSORS SHALL HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, SALES, BUSINESS, DATA, OR OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL LOSS OR DAMAGE, INCLUDING EXEMPLARY AND PUNITIVE DAMAGES, OF ANY KIND OR NATURE RESULTING FROM OR ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER. THE TOTAL LIABILITY OF NOVUS INSIGHT AND ITS VENDORS AND LICENSORS TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE PRODUCTS, AND ANY SERVICES RENDERED HEREUNDER FOR ANY AND ALL CLAIMS OR TYPES OF DAMAGES SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE HEREUNDER BY CUSTOMER FOR THE PRODUCT OR SERVICE AS TO WHICH THE LIABILITY RELATES, IN THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT GIVING RISE TO LIABILITY. The allocations of liability in this Section represent the agreed, bargained-for understanding of the parties and Novus Insight's compensation hereunder reflects such allocations. The limitation of liability and types of damages stated in this Agreement are intended by the parties to apply regardless of the form of lawsuit or claim a party may bring, whether in tort, contract, or otherwise, and regardless of whether any limited remedy provided for in this Agreement fails of its essential purpose.

2.13 No action arising out of this Agreement may be brought by either party more than two (2) years after such cause of action accrues.

11. Term and Termination.

1.13 ***Term.*** This Agreement shall be effective as of the Effective Date and shall remain in full force and effect until terminated by either party pursuant to this Section 12 ("**Term**"). The "Effective Date" shall be the date an Order signed by Customer, or a purchase order issued by Customer, is acknowledged by Novus Insight.

2.13 **Suspension**. In the event Novus Insight believes or otherwise becomes aware of a User's violation of this Agreement, then Novus Insight may specifically request that Customer suspend such User's access to and use of the Products. In the event Customer fails to suspend such non-compliant User, Customer hereby authorizes Novus Insight to suspend such User(s) or Customer entirely from access to and use of the Products. The duration of such suspension is at the sole determination of Novus Insight and shall continue until such time as Novus Insight determines that the applicable User has cured the breach resulting in such suspension. Novus Insight may also suspend access and use of the Products with respect to any individual User or the Customer account to: (i) prevent damages to, or degradation of, the Products or Novus Insight's systems; (ii) comply with any law, regulation, court order, or other governmental request; or (iii) otherwise protect Novus Insight from potential legal liability. Any such suspension will be to the minimum extent and of the minimum duration required to prevent or terminate the cause of the suspension.

3.13 ***Termination***.

3.1.4 If Novus Insight believes in good faith that Customer's ability to make payments may be impaired, or if Customer fails to pay any invoice when due and does not make such payment within ten (10) days after receipt of notice from Novus Insight of such failure, Novus Insight may, in its sole discretion, either: (i) suspend delivery or performance of any Order, or any remaining balance thereof, until such payment is made; or (ii) terminate any Order, or any remaining balance thereof

3.2.4 Either party may terminate the Agreement or an Order upon a material breach of the Agreement or Order by the other, if the breaching party does not cure the breach within thirty (30) days after receipt of written notice from the other party specifying the breach. Any termination of this Agreement pursuant to this Section 12.3.2 shall automatically terminate all Orders hereunder.

3.3.4 Either party may terminate this Agreement for convenience upon written notice to the other party, subject to Section 12.4.1, provided however that all Orders existing at the time of such termination of this Agreement shall remain in effect and shall be performed in accordance with and subject to the terms and conditions of this Agreement (all of which shall survive with respect to such Orders) until expiration or termination of such Orders pursuant to this Agreement or the terms thereof.

3.4.4 Either party may terminate this Agreement and all Orders upon written notice if the other party ceases conducting business in the normal course, admits its insolvency, makes an assignment for the benefit of creditors, or becomes the subject of any judicial or administrative proceedings in bankruptcy, receivership, or reorganization. Termination shall be effective upon receipt of the written notice.

3.5.4

4.13 Effects of Termination.

4.1.4 In the event of any termination of the Agreement or an Order, Customer shall pay for all Services provided and all Products ordered as of the effective date of termination of the particular Order, as applicable. In addition, if an Order specifies a term for which Novus Insight shall provide Services to Customer (e.g., 36 months), and that Order is terminated by Novus Insight for cause (including nonpayment) or by Customer without cause, then all future, recurring Service fees associated with the remaining term of such Order shall become immediately due and payable, and shall be paid by Customer to Novus Insight upon the effective date of such termination.

4.2.4 Upon any termination, Customer's right to use and access the Products shall immediately cease.

4.3.4 After the effective date of termination of this Agreement, Novus Insight shall have no obligation to maintain or provide Customer Data to Customer. Novus Insight may, in its sole discretion, delete or destroy any Customer Data in its possession, unless Novus Insight has a legal retention obligation. Prior to the expiration or termination, Customer may request, in writing, that Novus Insight provide Customer with a copy of the Customer Data in its possession and in the form and format as such Customer Data exists of the effective date of such termination.

4.4.4 The exercise of the right to terminate this Agreement and any Order shall be in addition to any other right and remedy provided in this Agreement or existing at law or equity that is not otherwise excluded or limited under this Agreement.

12. Miscellaneous Provisions.

1.13 ***No Solicitation of Employees.*** Each party agrees that during the term of this Agreement, and for a period of one (1) year after the termination or expiration of this Agreement, it will not solicit, without the other party's prior written consent, any person employed then by the other party if such person became known to the soliciting party through the relationship established pursuant to this Agreement. This prohibition will not apply to job opportunities posted on recruiting websites or in other publications in which one party seeks to find candidates for open positions (absent direct solicitation and/or recruitment).

2.13 ***No Third Party Beneficiaries.*** This Agreement does not and is not intended to confer any enforceable rights or remedies upon any person or party other than the parties hereto.

3.13 ***Service Work Assignments.*** Novus Insight retains the right to assign such personnel, including subcontractors, as it deems appropriate for the performance of any Services or the development, maintenance, or support of any Products.

4.13 ***Independent Contractor.*** Novus Insight, its personnel, agents, subcontractors, and independent contractors are not employees or agents of Customer and are acting as independent contractors with respect to Customer. Neither party is, nor shall be considered to be, an agent, distributor, partner, joint

venturer, or representative of the other party for any purpose, and neither party shall have the authority to act on behalf of, or in the name of, or to bind the other party in any manner whatsoever.

5.13 ***Force Majeure.*** Neither party to this Agreement shall be liable for delays or failures in performance under this Agreement (other than the payment obligations) resulting from acts or events beyond the reasonable control of such party, including acts of war, terrorism, acts of God, pandemic, earthquake, flood, embargo, riot, sabotage or dispute, governmental act. or failure of the Internet, power failure, energy interruption or shortages, other utility interruption, or telecommunications interruption provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

6.13 ***Entire Agreement; Construction; Modifications.*** This Agreement, including any and all Orders, constitutes the entire understanding between the parties related to this Agreement which understanding supersedes and merges all prior understandings and all other proposals, letters, agreements, oral or written. The parties further agree that there are no other inducements, warranties, representations, or agreements regarding the matters herein between the parties except as expressly set in this Agreement. In the event of any conflict between the body of this Agreement and any Order, the body of this Agreement shall control, unless language in a mutually executed Order explicitly states that it is intended to supersede a particular provision of this Agreement. In the event that the Customer, or its Users, are presented with Novus Insight click-wrap, the contents of this Agreement shall supersede any conflicting terms. As used herein, the term "including" shall mean "including, without limitation;" the term "includes" as used herein shall mean "includes, without limitation;" and terms appearing in the singular shall include the plural and terms appearing in the plural shall include the singular. This Agreement may not be modified, amended, or altered in any manner except by a written agreement signed by both parties, and any attempt at oral modification shall be void and of no effect.

7.13 ***Assignment.*** Customer may not assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of Novus Insight. Any attempted assignment or delegation without such consent will be void and Novus Insight may immediately terminate this Agreement for cause. Except as provided above, this Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and their successors and assigns.

8.13 ***No Waiver.*** The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed to be a waiver of any further right hereunder.

9.13 ***Governing Law; Severability.*** This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to choice of law principles. The parties consent and submit to the jurisdiction and venue of the state or federal courts servicing East Hartford, Connecticut for any dispute relating to the terms, interpretation, or performance of this Agreement (other than claims for preliminary injunctive relief or other pre-judgment remedies). Notwithstanding the foregoing, Novus Insight shall have the right to seek injunctive or pre- judgment relief in any court of competent jurisdiction to prevent or enjoin the misappropriation, misuse, infringement, or unauthorized disclosure of Novus Insight's Confidential Information or intellectual property rights. No Federal Acquisition Regulations shall be construed to apply to Novus Insight without Novus Insight's written agreement thereto. The United Nations Convention for the International Sale of Goods shall not apply to this Agreement. In the event any provision of this Agreement is held by a tribunal of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. THE PARTIES HERETO SHALL AND THEY HEREBY DO WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

10.13 ***Purchase Orders.*** Novus Insight SPECIFICALLY OBJECTS TO ANY ADDITIONAL TERMS BEING ADDED THROUGH A CUSTOMER PROVIDED PURCHASE ORDER OR SIMILAR DOCUMENT. IF A PURCHASE ORDER IS REQUIRED BY CUSTOMER, THE PARTIES AGREE THAT ANY ADDITIONAL TERMS CONTAINED THEREIN SHALL NOT BECOME PART OF THE AGREEMENT BETWEEN THE PARTIES AND SPECIFICALLY THAT THE TERMS OF THIS AGREEMENT SHALL SUPERSEDE AND REPLACE ANY AND ALL TERMS IN ANY PURCHASE ORDER.

11.13 ***Survivability.*** All provisions of this Agreement relating to confidentiality, non-disclosure, intellectual property, disclaimers, limitation of liability, indemnification, and payment, and any other

provisions which must survive in order to give effect to their meaning, shall survive the termination of this Agreement.

12.13 ***Notices*.** Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given: (i) if by hand delivery or by delivery service, upon receipt thereof; or (ii) if mailed, three days after deposit in the U.S. mail, postage prepaid.

13.13 ***Headings; Counterparts***. The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement. This Agreement may be executed in two or more original or electronic counterparts, each of which will be deemed an original, but all of which together shall constitute one and the same instrument.