

Software as a Service Terms and Conditions

These TEAM INFORMATICS (“TEAM”) SOFTWARE AS A SERVICE TERMS AND CONDITIONS (“Agreement”) apply to the SOFTWARE AS A SERVICE (“SaaS Services”) ordered under the TEAM Subscription Order Form (SO). This Agreement is entered into by and between the Client identified in the Subscription Order Form (“Client”) and TEAM.

By activating the Software or using, as applicable, all or any part of the Software, you are acknowledging that you represent and warrant that you are agreeing to this Agreement on behalf of your organization and that you have read and understand this Agreement, you have legal authority to bind the Client to the terms of this Agreement and you are agreeing to all terms this Agreement on behalf of the Client. If you or Client does not agree with any of the terms and conditions of this Agreement, you, Client, and any Authorized Users must immediately stop Use of the Software and any related access keys/credentials.

Section1 - DEFINITIONS

Capitalized terms used in this Agreement shall have the following meanings, or as defined in the Order Form:

- “**Affiliate**” means, with respect to any entity, any other entity that at such time directly or indirectly through one or more intermediary’s controls, or is controlled by, or is under common control with, such entity.
- “**Authorized Users**” means the individuals authorized by Client to Use the SaaS Services, including accessing to Software Store, on behalf of Client. Client Affiliates are authorized users only if named in the Subscription Order Form.
- “**Client Material**” means the software, data, information, telecommunication services and any environment, specified in the Documentation, and provided by Client to access or use the SaaS Services.
- “**Documentation**” means the then-current user manuals provided by TEAM in connection with the SaaS Services and available at <https://docs.teamim.com>.
- “**Fees**” shall mean the SaaS Services fees set out in the Subscription Order Form.
- “**Hosting Provider**” means the third-party cloud services provider that TEAM uses to host the Software to provide the SaaS Services.
- “**Intellectual Property Rights**” means any and all intellectual property rights of any kind, including without limitation, copyrights, patents, trademarks, design rights and trade secrets.
- “**Subscription Order Form (SO)**” shall mean each order form for Subscription Services that specifies the type/quantity of Subscription Services, the associated Fees and the Term as well as any additional terms and conditions that the parties may agree.
- “**Work Order Form (WO)**” shall mean each order for work that specifies the type of resources, quantity of hours or work products, the scope of works and the associates Fees as well as any additional terms and conditions that the parties may agree.
- “**Party or party**” means Client or TEAM or Reseller.
- “**Privacy Policy**” means the [TEAM Privacy Policy](#) as may be updated by TEAM from time to time.
- “**Reseller**” means a reseller or distributor that is under contract with TEAM and is authorized via such contract to resell the SaaS Services to Client.

“Security Policy” means the [TEAM Security Policy](#) as may be updated by TEAM from time to time.

“Software” means the object code version of the software being made available by TEAM as SaaS, as described in the Subscription Order Form and any patches, modules, components, adapters, interfaces, improvements, updates, and modifications thereto provided by TEAM during the Term.

“Support” means the terms and scope of [TEAM Product Support](#) which may be updated by TEAM from time to time.

“Term” has the meaning set out in Section 11.1.

“Use” means: (i) with respect to the SaaS Services, Client’s access to and use of the Software deployed as SaaS; (ii) the right to make a reasonable number of copies, install and use associated desktop or mobile applications in the Client environment in object code format only for use with SaaS Services; (iii) with respect to the Documentation, the right to use and make a reasonable number of copies; and (iv) to the extent applicable, use shall also include the act of configuring the Software, transmitting and processing of data in connection with the business of the Client, all in accordance with the terms of this Agreement.

Section 2 - SAAS SERVICES, LICENSE AND SUPPORT

- 2.1** Subject to Client’s timely payment of the Fees set forth in the Order Form and compliance with the terms of this Agreement, TEAM shall provide the SaaS Services, Support and Documentation to the Client during the Term, and Client shall receive a limited, revocable, non-exclusive, non-transferable, non-sub-licensable, worldwide (subject to the export controls in Section 12.9): (i) right to Use the SaaS Services within the Scope; and (ii) right to Use the Documentation only as required to Use the SaaS Services.
- 2.2** TEAM may enhance or modify the SaaS Services, provided it does not materially reduce functionality.
- 2.3** Client’s rights and the SaaS Services including any Support under this Agreement will expire automatically at the end of the Term.

Section 3 - SCOPE OF ORDER, FEES AND TAXES

- 3.1** Client’s Use of the Software is dependent on timely payment of all fees and taxes in the Subscription Order Form, including late fees.
- 3.2** If Client exceeds the Scope of Use, without limiting any other rights or remedies TEAM may have at law or in equity, the overage will be treated as an order for the excess Use and Client shall be liable to pay TEAM for the overage immediately on demand for the remainder of the Term effective from the date of overage along with interest thereon from the date of such overage.
- 3.3** Fees are exclusive of any applicable taxes, VAT and duties and are non-cancellable and non-refundable, except where prohibited by law.

Section 4 - CLIENT'S RESPONSIBILITIES AND CONSENTS

4.1 Client acknowledges that Client is responsible for:

- a)** the Client Material, complying with the applicable terms and conditions of the respective third-party products used in Client environment, including without limitation, acquisition, installation and maintenance of the Client environment and applications accuracy, quality, legality, backup, and its Use; and TEAM will not assume any risk or liability arising out of or related to, or provide any warranties, support services or indemnities for, Client Material,
- b)** its Authorized Users and any breach or non-compliance of this Agreement by any Authorized User shall be deemed to be a breach or non-compliance by Client,
- c)** all activities, access, use and transmissions that occur through Client's or its Authorized Users' accounts, even if without Client's knowledge or if done by third parties,
- d)** administration and safeguarding of access to, and related credentials for, the Authorized Users of the SaaS Services, including accounts, passwords or usernames,
- e)** choice, installation, use and maintenance of any third-party software not forming part of the SaaS Services, which is and/or to be used in connection with the SaaS Services,
- f)** making regular back-ups of Client data to be processed via the Software, and
- g)** complying with any laws or regulations applicable to Client or Client's industry that are generally not applicable to SaaS service providers. TEAM does not determine and is not responsible for compliance with laws or regulations applicable to Client, whether Client data includes information subject to any specific law or regulation. Client is responsible for determining whether the Software and/or the SaaS Service is appropriate for its purposes, storage, and processing of information subject to any specific law or regulation or any standard. TEAM, or its Resellers are not responsible for compliance with any laws or regulations applicable to Client or Client's industry.

4.2 Client shall not, and shall not permit any person, directly or indirectly to:

- a)** gain or attempt to gain unauthorized access to, intercept, interfere with, expropriate or do any harm to, any Software, data, files, computer systems or environments accessible via the SaaS Services, including without limitation monitoring, crawling, storing or transmitting any malicious code, malware, viruses, worms, time bombs, spyware, adware, bots, or Trojan horses, or interfering with other Clients receiving SaaS Services or with the security of the SaaS Services,
- b)** use the SaaS Services, without being correctly licensed and entitled to do so
- c)** recreate, copy, reproduce, modify, reformat, create derivative works of, the Software, or any portions thereof; reverse engineer, disassemble, de-compile the Software, or any portions thereof, to attempt to discover the source code or underlying software or structures of Software, except as legally required for interoperability purposes and where such information is requested in writing from and not made available by TEAM,

- d)** circumvent, bypass, delete or remove any form of protection, security, passwords, controls, functional or technical restrictions or limitations, or enable functionality disabled by TEAM, in connection with the SaaS Services,
 - e)** rent, lease, lend, license to a third party, sublicense, distribute, publish, display, post, transmit, timeshare, telecommunicate, host, frame, sell, resell, reproduce, assign, transfer, or in any way commercially exploit the SaaS Services or any Intellectual Property Rights therein,
 - f)** access and use or make available the SaaS Services for any purpose other than its own business purposes.
 - g)** perform any security testing that attacks or could disrupt the SaaS Services, or disclose the results of any security testing, without TEAM's prior written consent,
 - h)** access or use the SaaS Services, Support, Software or Documentation for purposes of competitive or comparative analysis or the development, provision or use of a competing software service or product, or any other purpose that is to the detriment or commercial disadvantage of TEAM,
 - i)** file or seek any Intellectual Property Rights anywhere in the world related to the Software or SaaS Services,
 - j)** interface, link or combine any opensource software with the Software in such a way that could cause or could be interpreted or asserted to cause the Software to become subject to any encumbrance or terms and conditions of any opensource license,
 - k)** remove, alter or otherwise render illegible any of TEAM's logo, trademark, copyright notice or other proprietary or confidentiality markings that may be placed on the Software or components thereof or Documentation provided to Client hereunder.
- 4.3** The Client agrees to provide to TEAM, data required to verify the Client's compliance with this Agreement and the Subscription Order Form within ten (10) business days of the written request by TEAM.
- 4.4** Client consents to TEAM and/or its Affiliates' administrative, support personnel, collecting, and using SaaS usage data related to Client's account for billing, administrative and service support purposes.
- 4.5** Client acknowledges and agrees that data that TEAM processes on the Client's behalf may be transferred to, and stored and processed in the country that the Service is hosted. Client appoints TEAM to perform any such transfer of Client data to any such country to store and process Client data, in accordance with Section 5 of this agreement, in order to provide the SaaS Services. For the avoidance of doubt should data be required to be moved outside of European borders, such a move is prohibited or strictly only allowed if performed under European GDPR/ AVG legislation.

Section 5 - CONFIDENTIALITY AND PRIVACY

- 5.1** Client acknowledges, and shall notify all its Authorized Users, that as between the parties, all information concerning the SaaS Services, Support, the Software and/or, structure, sequence, organization, operation of, methods and processes, GUIs, APIs, underlying technology, blocks, scripts, code, tools, pricing, files generated from the Software and any content (other than Client Material), or any other materials or

information provided to the Client via the SaaS Services, are the confidential and proprietary information of TEAM. TEAM acknowledges that as between the parties, Client Material is the confidential and/or the proprietary information of Client. Each party agrees, and shall require its personnel and Authorized Users, to not disclose or disseminate the other party's confidential and proprietary information to any other person other than those persons who have a need to know for the purposes of the SaaS Services in accordance this Agreement.

In addition, each party: (i) shall take all such steps to prevent unauthorized access to the other party's confidential information, as it takes to protect its own confidential or proprietary information of a similar nature, which steps shall in no event be less than a reasonable standard of care, and (ii) shall require all persons and entities who are provided access to the other party's confidential information, to be bound by confidentiality or non-disclosure agreements or duties substantially similar to those set forth in this Section 5.1.

The provisions of this Section respecting confidential information of the disclosing party shall not apply to the extent, that such confidential information is: (a) already known to the receiving party free of any restriction at the time it is obtained from the disclosing party; (b) subsequently learned from an independent third party free of any restriction and without breach of this provision; (c) is or becomes publicly available through no wrongful act of the receiving party or any third party; (d) is independently developed by the receiving party without reference to or use of any confidential information of the disclosing Party; or (e) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange. Upon the disclosing party's written request at any time, or following the completion or termination of this Agreement, the receiving party shall promptly return to the disclosing party, or destroy, all confidential information of the disclosing party provided under or in connection with this Agreement, including all copies, portions and summaries thereof and confirm the same in writing to disclosing party.

5.2 TEAM IM is strongly committed to protecting individuals' personal data, including that which we maintain about our clients, employees, vendors, and other stakeholders. TEAM has taken steps to comply with the European Union ("EU") General Data Protection Regulation ("GDPR") as part of a global TEAM data protection initiative. If the client is located in or the service is hosted in the European Union or another jurisdiction with specific data protection laws, then TEAM IM and the Client will enter into a separate Data Processing agreement, which will record the data protection roles and responsibilities of the parties which will be attached as an Addendum to the Subscription Order Form.

5.3 The information regarding Hosting Providers utilized by TEAM or its Affiliates will be disclosed in the Subscription Form and their policies or guidelines will be included in the Privacy Policy and Security Policy. Client consents to processing by TEAM, or transfer to and processing by Hosting Provider, of the Client data and any personal data included in Client data in accordance with the Subscription Order Form, Security Policy and Privacy Policy. Any Hosting Providers will be permitted to obtain Client data

only to deliver the hosting services TEAM has retained them to provide and will be prohibited from using Client data for any other purpose.

Section 6 - OWNERSHIP AND PROPRIETARY RIGHTS

6.1 TEAM, its licensors or subcontractors, own and retain all Intellectual Property Rights in or to the Software, the Documentation, the SaaS Services and any components thereof, including without limitation the underlying technology, know-how, architecture, format, structure, sequence, organization, processes, dashboards, technical data relating to use of the Software or the SaaS Services, operational data, metadata, functions, algorithms and all improvements, enhancements, modifications and derivative works. Client acknowledges and agrees that TEAM shall have the right to collect, use, disclose, publish, or otherwise exploit without restriction or compensation to Client, including without limitation, in future releases or further developments, any technical data (excluding Client data) relating to the use of the Software and/or SaaS Services.

6.2

Section 7 -THIRD PARTY SOFTWARE

7.1 The Software may contain third party. Notwithstanding the Use grant in Section 2 and Section 6.2, Client agrees that the third party software and use thereof shall be governed by terms as set out in the Software License referenced in the Subscription Order Form. The Subscription Order Form will reference a list of all 3rd party software libraries used and how they are licensed by TEAM. Client acknowledges the use of 3rd party software libraries and if applicable agrees to comply with, and shall ensure its Authorized Users comply with, any such third party software terms and conditions. In the event of any conflict between the terms of this Agreement and those in the relevant license agreement applicable to such third party software components, the terms of the applicable license agreement shall prevail with respect to use of that relevant third party software component.

Section 8 - INDEMNIFICATION

8.1 Subject to Section 8.4, TEAM shall defend, or at its option settle, any third party (other than Client Affiliate) claim against Client that the SaaS Services (excluding any OSS or third party software components) and Documentation, when Used in accordance with this Agreement and the applicable Subscription Order Form, infringe the copyright or registered patent rights of such third party ("Infringement Claim"), and pay any settlement amounts or judgments finally awarded therefor; provided that TEAM shall have no obligations to the Client under this Section 8.1 or Section 8.2 below to the extent resulting from:

- (a) Client's or any Authorized User's breach of this Agreement;
- (b) any Client Material, or any third party content, products, services or software, or combination with any of the foregoing;
- (c) Client's failure to implement any modified software or patch provided by TEAM, the use of which would have prevented any such Infringement Claim;

(d) Client's continued use of the software or other allegedly infringing activity after receiving notice of the alleged infringement;

(e) any version of the SaaS Services which is no longer supported by TEAM; (g) any modification of the Software by or on behalf of Client that caused or contributed to the alleged infringement, or

(g) alleged infringement caused by the use of the Software in combination with software or hardware not authorized or recommended by TEAM.

- 8.2** Subject to the foregoing provisions, in the event that any Infringement Claim is made, or in TEAM's judgment is likely to be made, then TEAM may, at its sole discretion, modify and/or replace the infringing part of the SaaS Services or Documentation so that it is no longer infringing. If TEAM determines that the foregoing option is not reasonably available, TEAM may terminate the applicable Subscription Order Form or part thereof upon written notice to Client and refund to Client or the Reseller through whom Client ordered the SaaS Services, the portion of the pre-paid Fees covering the unexpired Term for such SaaS Service. If Client has ordered the SaaS Services and paid the fee through a Reseller, Client agrees that Client will have to seek refund, if any, through the Reseller, through which Client ordered the SaaS Services. The provisions of Sections 8.1 and 8.2 state TEAM's entire liability and Client's sole and exclusive remedy with respect to any Infringement Claim.
- 8.3** Client shall defend, indemnify and hold TEAM and its Affiliates, licensors, subcontractors and their respective directors, officers, agents, employees, assignees and licensees (the "Indemnified Parties") harmless from any and all damages, claims, demands, actions, penalties and expenses, including reasonable legal fees, relating to or arising from sub-sections (a) to (g) of Section 8.1 or any matters connected therewith.
- 8.4** Neither Party ("Indemnitee") shall be entitled to seek any indemnification from the other party ("Indemnitor") under this Section 8 unless Indemnitee provides Indemnitor with: (a) prompt written notice of any claim or threat thereof, and any subsequent litigation updates, for which Indemnitee is seeking or may seek indemnification hereunder and gives the Indemnitor the right to have full and exclusive control of the defense and settlement of the claim and any subsequent appeal; (b) does not make any statement or admission in relation to such claim which may prejudicially affect the chances of settlement or defense of such claim; and (c) reasonable cooperation and information in the defense of such claim and in any negotiations or settlements of such claim, including any statements to third parties regarding the claim. The Indemnitee may participate in any such claim or suit at its own expense.

Section 9 - WARRANTIES AND DISCLAIMERS

- 9.1** TEAM warrants that during an applicable Term the SaaS Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Client's sole and exclusive remedies are for TEAM to modify the SaaS Services to conform the Documentation.
- 9.2** Each Party represents, warrants and covenants to the other that: (a) it is duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation or formation; (b) it has the full right and authority to enter into and that

this Agreement constitutes a legal, valid and binding obligation; (c) its execution, delivery and performance of this Agreement does not and will not conflict with, or constitute a breach or default under, its charter of organization, or any contract or other instrument to which it is a party; and (d) it shall abide by all laws applicable to it in relation to the SaaS Services; provided that Client must ensure it has the right to access all features of the SaaS Services in its jurisdiction.

- 9.3** EXCEPT FOR THE WARRANTIES IN THIS SECTION, TEAM MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SAAS SERVICES, THE DOCUMENTATION, THE SOFTWARE, ANY THIRD PARTY SOFTWARE, THE SAAS SERVICES ENVIRONMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY LEGAL OR REGULATORY COMPLIANCE REQUIREMENTS, QUIET ENJOYMENT, SYSTEM INTEGRATION, CONFIGURATION, ACCURACY, RELIABILITY, SECURITY, UNINTERRUPTED SAAS SERVICES, ERROR FREE OR VIRUS FREE OPERATION, OR THAT THE SAAS SERVICES WILL MEET CLIENT'S BUSINESS REQUIREMENTS OR OPERATE WITH CLIENT'S EXISTING SYSTEMS OR OTHERWISE ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OR TRADE. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED BY TEAM. NO ADVICE, INFORMATION OR SUPPORT OBTAINED BY THE CLIENT FROM TEAM, ITS AFFILIATES OR FROM ANY RESELLER OR ANY THIRD PARTY OR THROUGH THE SAAS SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE AGREEMENT.
- 9.5** Client and Authorized Users further acknowledge that the Software and SaaS Services are not intended or suitable for use in situations or environments where a failure, time delay, error or inaccuracy could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation, or communication systems, air traffic control, transportation systems, autonomous vehicles, life support or weapons systems and TEAM disclaims any warranties on the Software and SaaS Services in such situations or environments.
- 9.6** TO THE EXTENT, A LAW APPLIES TO CLIENT IN A PARTICULAR JURISDICTION THAT DOES NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SOME OR ALL OF THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CLIENT, AND CLIENT MAY HAVE ADDITIONAL RIGHTS.

Section 10 - LIMITATION OF LIABILITY

- 10.1** Neither party nor its affiliates shall be liable to the other for any special, indirect, incidental, consequential, cover, exemplary or punitive damages, or for loss of revenue, lost investment or anticipated savings, loss or corruption or interruption of or damage to data, lost profits, reputation, business interruption, goodwill, even if the party has been advised of the possibility of such damages or if the remedy otherwise fails of its essential purpose. If finally determined to result from team's gross negligence or intentional misconduct, team's, its affiliates, team's directors, officers', or employees' aggregate liability to client for all actual claims, losses, liabilities, or damages in connection with the applicable SaaS services covered in the applicable Subscription Order Form that gives rise to such liability during the twelve (12) month period immediately preceding the first incident out of which such liability arose,

whether as a result of breach of conduct, tort, or otherwise, and regardless of theory of liability asserted, is limited to no more than the total amount of annual fees. In addition, team shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by client or other party.

10.2 TEAM, its Affiliates and their respective directors, officers, employees, agents or subcontractors, shall not be liable or responsible for: (a) any delay or failure of any obligations, if and to the extent Client or its Authorized Users have failed to comply with the terms of this Agreement; (b) any loss, damage or liability arising from or to Client Material; (c) any security incidents arising from Client Material or Client's lack of reasonable security controls or negligence; (d) any delays, delivery failures, damages or losses resulting from materials, software, data, systems, networks, facilities, products or services not furnished or provided by TEAM; (e) the deletion, correction, destruction, damage, loss, corruption, failure to store or recovery of any Client data arising out acts or omissions of Client or its Authorized Users. Client understands that the Resellers are independent of TEAM and are not TEAM' agents. TEAM is not liable for, nor bound by any acts of any such Reseller.

10.4 The limitations and disclaimers under this Section 10 shall not apply to: (a) willful misconduct (b) Client's failure to pay the Fees owing under this Agreement or the Subscription Order Form; (c) Client's liability for breach of the restrictions in respect of the SaaS Services, or the licenses in this Agreement for the Documentation ; (c) breach of confidentiality obligations (except any breach of personal data or breach of privacy or data protection laws by TEAM which are subject to a liability cap of the Fees paid or payable to TEAM by the Client for the applicable SaaS Service in a relevant Subscription Order Form that gives rise to such liability during the twelve (12) month period immediately preceding the first incident out of which such liability arose); (d) liability under the indemnities in Section 8; or (e) infringement or misappropriation by Client or its Authorized Users of Intellectual Property Rights in the SaaS Services, the Software, the Documentation; or (f) breach by Client of Section 9.2 or 9.5.

10.5 The disclaimers and limitations of liability under this Agreement will apply regardless of the cause of action, whether in contract, tort, infringement or other theories of liability. Some jurisdictions do not allow the exclusion or limitation of certain damages. Nothing in this Section 10 limits or excludes any liability that cannot be limited or excluded under applicable law. Client acknowledges that the commercial terms set forth in this Agreement reflect the allocation of risk set forth in this Agreement and that TEAM would not enter into this Agreement without these limitations on its liability.

Section 11 - TERM AND TERMINATION

11.1 This Agreement shall commence on the Software Start Date as set out in the first Subscription Order Form and continue until the end of the Term identified in the Subscription Order Form, unless terminated earlier pursuant to the terms of this Agreement (the "Term").

- 11.2** TEAM may suspend or otherwise deny Client's or any Authorized User's Use of the SaaS Services without incurring any resulting obligation or liability: (a) if TEAM believes, in its good faith and reasonable discretion, that Client or any Authorized User has failed to comply with any term of this Agreement; (b) violation by Client of Section 4.2; (c) until such time as all Fees have been paid by Client; or (d) to comply with applicable laws and regulations or if TEAM receives a judicial or other governmental demand or order, subpoena or law enforcement request that expressly or by reasonable implication requires TEAM to do so; or (e) Use or non-Use of Software and/or SaaS Service by Client, or Client data, which poses an imminent threat to the Software and/or the SaaS Services or third party service provider systems or other TEAM Clients; or (f) Client has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Client assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding. Any such suspension by TEAM shall not be treated as breach by it of the provisions of this Agreement. TEAM may impose a reconnection fee in the event Client is suspended due to its default and thereafter requests access to the SaaS Services. Client remains responsible for all Fees during the period of suspension and any reconnection charges; however, Client data will not be erased, except as specified elsewhere in this Agreement. TEAM will endeavour to provide sufficient advance notice of suspension and opportunity to resolve any breach wherever practical.
- 11.3** Either party may terminate this Agreement or the applicable Subscription Order Form by a written notice to the other party: (a) in the event of a material breach by the other party, immediately if the breach is not curable, or by a written notice of thirty (30) days, if the breach is curable and is not cured within the said notice period, except that TEAM has the right to immediately suspend or terminate Client's use of the SaaS Services if Client is in breach of Section 4; (b) immediately in the event of any proceedings in bankruptcy, insolvency or winding up filed by or against the other party or for the appointment of an assignee or equivalent for the benefit of creditors or of a receiver or of any similar proceedings; or (c) if Client fails to pay the Fees due and fails to remedy that breach or non-payment within five days after receipt of written notice from TEAM demanding that Client do so. Client may terminate this Agreement if TEAM changes the terms of this Agreement in accordance with 12.7. Any termination shall not relieve Client of paying outstanding Fees owing.
- 11.4** TEAM may also terminate this Agreement immediately upon notice to Client (a) for cause, if any act or omission by Client or any Authorized User results in a suspension described in Section 11.2 is either not curable or where curable, is not cured within a period of seven (7) days from date of notice to Client, (b) if TEAM' relationship with a third party who provides software or other technology TEAM uses to provide the Software or SaaS Services expires, terminates, or requires TEAM to change the way TEAM provides the Software or other technology as part of the SaaS Services, (c) if TEAM believes providing the SaaS Services could create a substantial economic or technical burden or material legal or security risk for TEAM, (d) in order to comply with the law or requests of governmental entities, or (e) if TEAM determines use of the SaaS Services by Client or any Authorized User or TEAM' provision of any of the SaaS Services to Client or any Authorized User is impractical, prohibited, or unfeasible for any legal or regulatory reason.
- 11.5** This Section 11 does not limit either party's other rights or remedies under this Agreement, at law or in equity. Upon the termination or expiry of this Agreement or the

applicable Subscription Order Form, the access to and availability of the SaaS Services will immediately cease and Client shall cease using the Software and the SaaS Services. No data access or retrieval services are available post expiry or termination of this Agreement or applicable Subscription Order Form. Client is advised to arrange for export of any data prior to the termination or expiry of the SaaS Services. Thirty (30) days after the termination or expiry of this Agreement or the applicable Subscription Order Form, TEAM may delete the entire instance of the applicable SaaS Services and delete any production copies of Client Material in its possession.

Section 12 - MISCELLANEOUS

- 12.1 Force Majeure.** Neither party shall be liable for any failure or delay in the performance of its obligations under this Agreement to the extent such failure or delay is caused by any reason beyond its reasonable control, such as pandemic, fire, flood, earthquake, elements of nature or acts of God, systemic electrical or telecommunications issues, , hosting provider or utility failures, labor disputes or other industrial disturbances, acts of state, acts of war, terrorism, riots, civil disorders, rebellions or revolutions; quarantines, embargoes and other similar governmental action (a “Force Majeure Event”). The affected party will immediately notify the other by reasonable detail of the Force Majeure Event. If a Force Majeure Event continues for more than thirty (30) days, either party may, by a written notice to the other party, terminate this Agreement, without liability.
- 12.2 Headings and Conflict.** Headings in this Agreement are for reference purpose only and shall not affect the validity or interpretation of the Agreement. In the event of any inconsistencies or conflicts between the terms of the main body of this Agreement and the terms of any Subscription Order Form or other documents referenced in this Agreement, the following shall be the order of precedence: 1. The Subscription Order Form; 2. The main body of this Agreement; 3. The policies referred to in this Agreement; 4. The Documentation. The parties agree that the English version of this Agreement will govern in the event of a conflict between it and any version translated into another language.
- 12.3 Independent Contractors.** Each party to this Agreement is an independent contracting entity and shall not be deemed an agent or representative of the other. TEAM may subcontract the performance of the SaaS Service to third parties.
- 12.4 Governing Law and Dispute Resolution.** This Agreement shall be interpreted and governed by the law of the jurisdiction of the state of Minnesota without application of choice of law considerations. All disputes or differences whatsoever arising between the parties, out of or in relation to the construction, meaning and operation or effect of this Agreement or breach thereof, shall be exclusively and finally settled under the Rules of The Dutch Arbitration Association (“DAA”) by one or more arbitrators appointed in accordance with the said DAA Rules.

The location of the arbitration shall be agreed by both parties. The arbitrator will be a third party mutually agreed to by the Parties, or if the Parties cannot agree, each party will select one arbitrator and the arbitrators shall select a third arbitrator for a panel of three (3). Each arbitrator should have experience in software as a service. All matters relating to the arbitration will be kept confidential to the full extent permitted by

applicable law and no individual will be appointed as an arbitrator unless he or she agrees in writing to be bound by this dispute resolution provision. Client on behalf of itself and each Authorized User agrees to waive any right it may have to: (i) a trial by jury; and (ii) commence or participate in any class action against TEAM, licensors or subcontractors, related to this Agreement or the SaaS Services. The Uniform Computer Information Transactions Act or the United Nations Convention on the International Sale of Goods or similar local legislation, as amended or replaced from time to time, shall not apply to this Agreement or the SaaS Services.

- 12.5 Notices.** All notices provided for or permitted under this Agreement shall be in writing and: (i) delivered personally and effective upon delivery with written verification of receipt, (ii) sent by commercial courier and effective with written verification of receipt, or (iii) sent by certified or registered mail, postage prepaid and effective within seven (7) days of delivery, to the party to be notified, at the address for such party set forth in the Subscription Order Form, or at such other address of such party notified in writing by such party.
- 12.6 Entire Agreement and Severability.** Any terms that may appear on a Client's purchase order (including without limitation pre-printed terms), or as part of Client's order with a Reseller, that conflict or are inconsistent with the terms and conditions of this Agreement, shall not apply to the SaaS Services, the Support, the Software or the rights of Use referred to hereunder and shall be deemed null and void in respect of the subject matter of this Agreement.
- This Agreement, together with the policies, Documentation and the Subscription Order Forms referenced herein, sets forth the entire understanding of the parties concerning the SaaS Services and related licenses and supersedes all prior or simultaneous communications, proposals, agreements and understandings between the parties (whether written or oral) regarding this subject matter. If any provision of this Agreement be held invalid, illegal or unenforceable by the arbitration panel or a competent court, such provision shall be modified to the extent necessary to make it valid and enforceable whilst preserving the intent of the parties and all other provisions of this Agreement shall remain fully valid and enforceable unless otherwise agreed between the parties. If such modification is not possible, the invalid, illegal or unenforceable portion will be severed from this Agreement but the remainder of the Agreement will remain in full force and effect. No provision of this Agreement nor any breach thereof will be considered waived by either party, unless such waiver is in writing signed on behalf of that party and no such waiver will constitute a waiver of, or excuse for any other or subsequent breach of this Agreement.
- 12.7 Amendment.** This Agreement (including any policies) may be amended from time to time by mutual consent.
- 12.8 Survival.** The provisions of this Agreement necessary to determine, enforce or interpret the rights and obligations of the Parties shall survive any expiration or termination of this Agreement, including without limitation, the provisions of Sections 1 (Definitions), 4.2 (Client Responsibilities), 5 (Confidentiality and Privacy), 6 (Ownership and Proprietary Rights), 8 (Indemnification), 9 (Warranties and Disclaimers), 10 (Limitation of Liability) and 12 (Miscellaneous) of this Agreement shall survive the termination or expiry of this Agreement.
- 12.9 Export Compliance.** SaaS Services may be subject to US export controls laws and regulations. Client shall not access the SaaS Services from any sanctioned countries

or provide access to the SaaS Services to any sanctioned individuals, or export or re-export any software or technical or personal data in violation of any applicable export control laws and regulations.

12.10 Publicity. Client agrees to permit TEAM to disclosure of Client's name and logo in sales presentations, and on the website, for which consent is hereby given. Neither Party will issue any case study, press release or make any other public communication, directly or indirectly, with respect to this Agreement or use of the Software or SaaS Services, without prior written consent of the other Party.

12.11 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned or otherwise transferred by Client, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of TEAM. Any assignment in violation of the foregoing will be null and void. TEAM may assign its rights and obligation under this Agreement upon written notice to Client.

EXECUTED BY THE FOLLOWING PARTIES WHO ARE WARRANT THEY ARE DULY AUTHORISED		
	TEAM	CLIENT
Signature		
Print Name		
Position		
Date		

