

ISVapp Master Subscription and Services Agreement (MSA)

THE FOLLOWING ISVapp TERMS AND CONDITIONS (“AGREEMENT”) GOVERN CLIENT’S (AS DEFINED BELOW) ACCESS AND USE OF THE ISVapp GmbH (“ISVapp”) PRODUCTS AND SERVICES (“SERVICES”).

BY SIGNING OUR ORDER FORM OR BY CLICKING ON THE “ACCEPT” BUTTON, YOU, AND THE ENTITY OR COMPANY THAT YOU REPRESENT AND HAVE THE AUTHORITY TO BIND, (“CLIENT”) ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY, AND BECOME A PARTY TO, THIS AGREEMENT.

IF CLIENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLIENT WILL NOT ACCEPT THE AGREEMENT OR ACCESS OR USE THE SERVICES. ISVapp’s ACCEPTANCE IS EXPRESSLY CONDITIONED UPON CLIENT’S ASSENT TO ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. IF THESE TERMS ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

1 LICENSE GRANT & RESTRICTIONS

1.1 ISVapp hereby grants to Customer a non-exclusive, non-transferable, worldwide right to use the ISVapp Service, solely for Customer’s own internal business purposes, subject to the terms and conditions of this Agreement. Customer may grant sublicenses to affiliated companies, in which Customer owns the majority of shares and/or voting rights (hereinafter “Customer Affiliates”) and may grant sublicenses to franchisees of Customer for the time they are bound by a franchise agreement with Customer (hereinafter “Franchisees”). Upon request by ISVapp, Customer will identify to ISVapp all Customer Affiliates and Franchisees to which a sublicense has been granted as well as the number of respective Users of such Customer Affiliates and Franchisees.

Under no circumstances Customer may grant a sublicense or any other use or access rights to entities which are direct or indirect competitors of ISVapp. All rights not expressly granted to Customer are reserved by ISVapp and its licensors.

1.2 Customer, Customer Affiliates, and Franchisees may not access the ISVapp Service if the respective entity becomes a direct competitor of ISVapp, except with ISVapp’s prior written consent. In addition, Customer, Customer Affiliates and Franchisees may not access the ISVapp Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

1.3. Subject to Section 2.1 above, Customer, Customer Affiliates, and Franchisees shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the ISVapp Service or the Content in any way; (ii) modify or make derivative works based upon the ISVapp Service or the Content; (iii) create Internet “links” to the ISVapp Service or “frame” or “mirror” any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the ISVapp Service in order to (a) build a competitive product of the ISVapp Service, (b) build a product using similar ideas, features, functions or graphics of the ISVapp Service, or (c) copy any ideas, features, functions or graphics of the ISVapp Service. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the ISVapp Service.

2 SERVICES

2.1 Subject to the terms and conditions of this Agreement, ISVapp will make the Services available to Client through the Internet for the applicable annual term (“Subscription Term”), as specified in the pricing plan Client has selected (“Pricing Plan”) or in the order form Client has signed (“Order”). Client’s authorized use of the Services is limited to the types of products and the number of users (“Users”) specified on the Pricing Plan or Order. User subscriptions are for designated Users and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. The Services are subject to modification from time to time at ISVapp’s sole discretion, for any purpose deemed appropriate by ISVapp. ISVapp will use reasonable efforts to give Client prior written notice of any such modification.

2.2 ISVapp reserves the right to suspend Client’s access to the Services: (i) for scheduled or emergency maintenance, (ii) unavailability of services (including network and hosting services) provided by a third party service provider, or (iii) in the event Client is in breach of this Agreement, including failure to pay any amounts due to ISVapp.

3 ACCOUNT INFORMATION AND DATA

3.1 ISVapp does not own any data, information or material that Customer, Customer Affiliates and Franchisees submit to the ISVapp Service in the course of using the ISVapp Service (“Customer Data”).

3.2 Customer, Customer Affiliates, and Franchisees, not ISVapp, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data submitted by Customer, Customer Affiliates, and Franchisees. ISVapp shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Customer Data caused by Customer, Customer Affiliates, and Franchisees.

3.3 In the event this Agreement is terminated, ISVapp will make available to Customer a file of the Customer Data within thirty (30) days following termination if Customer so requests at the time of termination. In the event Customer, subject to Section 12.5 below, orders Termination Support, the above stated term of thirty (30) days following termination will be extended to the term of the Termination Support, which may be a maximum period of six (6) months following termination.

4 RESTRICTIONS AND RESPONSIBILITIES

4.1 Client will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software; use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own internal business purposes; permit any third party to access the Services except as permitted herein; or use the Services or Software other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any European privacy laws), intellectual property, consumer and child protection, obscenity or defamation). Client shall not copy, frame or mirror any content forming part of the Services, other than on Client's own intranets or otherwise for its own internal business purposes and Client shall not access the Services in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Services. Client shall not remove any title, trademark, copyright and/or restricted rights notices or labels from the Services.

4.2 Client will cooperate with ISVapp in connection with the performance of this Agreement by making available such personnel and information as may be reasonably required, and taking such other actions as ISVapp may reasonably request. Client will also cooperate with ISVapp in establishing a password or other procedures for verifying that only designated Users have access to the Services.

4.3 Client hereby agrees to indemnify and hold harmless ISVapp against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Client's use of Services. Although ISVapp has no obligation to monitor the content provided by Client or Client's use of the Services, ISVapp may do so and may remove any such content or prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

4.4 Client will be responsible for maintaining the security of Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account with or without Client's knowledge or consent.

4.5 Client shall (a) be responsible for Users' compliance with this Agreement, (b) be solely responsible for the Client Content (as defined below), and (c) use the Services only in accordance with applicable laws and government regulations. Client shall not (i) upload or otherwise transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal offense, gives rise to civil or otherwise violates any law, (ii) use the Services to store or transmit viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs, (iii) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (iv) attempt to gain unauthorized access to the Services or their related systems or networks. Any conduct by Client that in ISVapp's discretion restricts or inhibits any other ISVapp customer from using or enjoying the Services is expressly prohibited. Client will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Services, and notify ISVapp promptly of any such unauthorized access or use. Client shall be responsible for obtaining and maintaining all computer hardware and other equipment needed for access to and use of the Services and all charges related thereto.

4.6 The terms of the data processing addendum at <https://www.ISVapp.com/dpa/> ("DPA") are hereby incorporated into this Agreement by reference, and shall apply to the extent that Client Data includes Personal Data (each as defined in the DPA). By accepting this Agreement by signing the order or clicking a box indicating acceptance, Client agrees to be bound by the obligations under the DPA.

5 CONFIDENTIALITY

5.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose information relating to the Disclosing Party's technology or business (hereinafter referred to as "Proprietary Information" of the Disclosing Party).

5.2 The Receiving Party agrees: (i) not to divulge to any third person any such Proprietary Information, (ii) to give access to such Proprietary information solely to those employees with a need to have access thereto for purposes of this Agreement, and (iii) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information. The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public without any action by, or involvement of, the Receiving Party, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to

contest such order. In any event, ISVapp may collect data with respect to and report on the aggregate response rate and other aggregate measures of the Services' performance.

5.3 Client acknowledges that ISVapp does not wish to receive any Proprietary Information from Client that is not necessary for ISVapp to perform its obligations under this Agreement, and, unless the parties specifically agree otherwise, ISVapp may reasonably presume that any unrelated information received from Client is not confidential or Proprietary Information.

5.4 Both Parties will have the right to disclose the existence but not the terms and conditions of this Agreement, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirors.

6 INTELLECTUAL PROPERTY RIGHTS

6.1 Except as expressly set forth herein, ISVapp alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any third party relating to the Service and/or the Software, which are hereby assigned to ISVapp. Client will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under this Agreement. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service or Software, or any intellectual property rights.

6.2 ISVapp will obtain and process content/data provided by or on behalf of Client ("Client Content") only to perform its obligations under this Agreement. Client and its licensors shall (and Client hereby represents and warrants that they do) have and retain all right, title and interest (including, without limitation, sole ownership of) all Client Content distributed through the Services and the intellectual property rights with respect to that Client Content. If ISVapp receives any notice or claim that any Client Content, or activities hereunder with respect to any Content, may infringe or violate rights of a third party (a "Claim"), ISVapp may (but is not required to) suspend activity hereunder with respect to that Client Content and Client will indemnify ISVapp from all liability, damages, settlements, attorney fees and other costs and expenses in connection with any such Claim, as incurred. As between ISVapp and Client, Client owns all right, title and interest in and to the Client Content.

6.3 ISVapp shall hold Client harmless from liability to third parties resulting from infringement by the Service of any German patent or any copyright or misappropriation of any trade secret, provided ISVapp is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; ISVapp will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to portions or components of

the Services (i) not created by ISVapp, (ii) resulting in whole or in part in accordance from Client specifications, (iii) that are modified after delivery by ISVapp, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Client continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Client's use of is not strictly in accordance with this Agreement and all related documentation. Client will indemnify ISVapp from all damages, costs, settlements, attorneys' fees and expenses related to any claim of infringement or misappropriation excluded from ISVapp's indemnity obligation by the preceding sentence.

7 SUBSCRIPTION TERM, BILLING AND RENEWAL

7.1 The minimum term for each Order and renewal thereof is one (1) year.

7.2 The Renewal Term shall be each one (1) year.

7.3 Existing Service Orders and/or Agreements shall automatically renew unless terminated by either party by providing 45 days prior written notice to the other party.

7.4 Client will pay ISVapp the applicable fees for Client's access and use of the Services, including the payments as set forth on the order or the Pricing Plan Client selects ("Subscription Fees"). All Subscription Fees are due in full at the commencement of the Subscription Term.

7.5 Client acknowledges and agrees that Subscription Fees may be processed by one or more third party transaction processors, which ISVapp may choose at its sole discretion ("Payment Processor"). Client hereby authorizes Payment Processor to charge Client's credit card or other payment instrument, as applicable. Client will provide complete and accurate billing and contact information to Payment Processor. This authorization continues until all fees due hereunder are paid in full.

7.6 Except as otherwise specified herein, Subscription Fees are based on Services purchased and not actual usage, payment obligations are non-cancelable and Subscription Fees paid are non-refundable. Any payment not received from Client by the due date may accrue, at ISVapp's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

7.7 To the extent applicable, Client will pay ISVapp for additional services, such as professional services, integration or other consulting pursuant to a separate order form or statement of work.

7.8 Subscription Fees are stated as net of any applicable withholding taxes that are required by law. If ISVapp has the legal obligation to pay or collect taxes for which Client is

responsible, including but not limited to, sales, use, transfer, privilege, excise, and all other taxes and duties that are levied or imposed by reason of performance of ISVapp under this Agreement, the appropriate amount shall be invoiced to and paid by Client within 10 days of its receipt of such invoice, unless Client provides ISVapp with a valid tax exemption certificate authorized by the appropriate taxing authority.

7.9 ISVapp reserves the right to modify its fees and charges to the extent that specific third party providers which provide services relevant for the Service to ISVapp Service increase fees and charges payable to them by ISVapp. Specific third party providers in the meaning of the preceding sentence shall be (i) Salesforce and (ii) Amazon S3. ISVapp shall timely notify Customer of such increase.

ISVapp shall have the right to modify its fees and charges by giving three (3) months' written notice to the end of the calendar month if such increase is required to compensate for increased costs for personal, infrastructure or other costs. Should an increase of fees and charges amount to more than seven (7) percent per year, then Customer shall have the right to terminate the Agreement by giving written notice within two months following notification by ISVapp. The legal consequences of the termination for the already prepaid fees are set out in section 13.

7.10 All pricing terms are confidential, and Customer agrees not to disclose them to any third party.

8 NON-CANCELABLE AND NON-REFUNDABLE

Notwithstanding any contrary terms in this Agreement or its Schedules the annual subscription fees paid for the ISVapp Service are non-cancelable and non-refundable. The number of User subscriptions specified in an accepted Agreement and/or its Schedules cannot be decreased prior to the end of the term of the Agreement / Schedules, regardless of any termination, nonpayment, nonuse or other conduct or inaction.

9 LIMITED WARRANTY; DISCLAIMER

ISVapp warrants during the Subscription Term that the Services will be free of material defects. ISVapp does not make any representations or warranties that the functions performed by the Services will meet Client's requirements, that the operation of the Services will be uninterrupted or error free, or that all defects in the Services will be corrected. To the extent permitted by applicable law, THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND ISVapp DISCLAIMS ANY AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT ISVapp KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT

AWARE OF ANY SUCH PURPOSE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, ISVapp FURTHER DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT. No action for breach of the limited warranty set forth in this Section may be commenced more than one (1) year following the expiration date of such limited warranty.

10 TERMINATION

10.1 Subject to earlier termination as provided below, this Agreement is for the Subscription Term as specified in the order or Pricing Plan. The Subscription Term shall automatically renew for subsequent annual or monthly periods, in accordance with the order or Client has signed or Pricing Plan Client has selected, unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current Subscription Term.

10.2 In the event of any material breach of this Agreement, the non-breaching party may terminate this Agreement prior to the end of the Subscription Term by giving thirty (30) days (ten (10) days in the case of Client's non-payment) prior written notice to the breaching party; provided, however, that this Agreement will not terminate if the breaching party has cured the breach prior to the expiration of such thirty-day period. Either party may terminate this Agreement, without notice, (i) upon the institution by or against the other party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other party's making an assignment for the benefit of creditors, or (iii) upon the other party's dissolution or ceasing to do business. Notwithstanding the foregoing, ISVapp may immediately suspend access to the Services and/or terminate this Agreement if ISVapp determines that Client's actions are likely to cause legal liability for ISVapp, its suppliers, or other customers.

10.3 Upon any expiration or termination of this Agreement, and upon expiration of the Subscription Term if Client does not renew in accordance with this Agreement, the rights and licenses granted hereunder will automatically terminate, and Client may not continue to use the Services. If the Agreement is terminated based on ISVapp's uncured material breach, ISVapp shall refund to Client any prepaid fees covering the remainder of the term of all subscriptions after the effective date of such termination. If the Agreement is terminated based on Client's uncured material breach, Client shall pay any unpaid fees covering the remainder of the term of all Pricing Plans after the effective date of such termination. In no event shall any termination relieve Client of the obligation to pay any fees payable to ISVapp for the period prior to the effective date of termination. ISVapp will have no liability for any costs, losses, damages, or liabilities arising out of or related to any termination of this Agreement. Client agrees that if Client terminates this Agreement, ISVapp is not obligated to refund any portion of subscription fees already paid to ISVapp. Upon the termination of this Agreement for any reason, Client shall, at Client's sole cost and expense, immediately cease using the Services. Termination of this Agreement shall not limit ISVapp from pursuing any other remedies available to it, including injunctive relief.

10.4 All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, restrictions, accrued rights to payment,

confidentiality obligations, intellectual property rights, warranty disclaimers, and limitations of liability.

11 LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE ARISING FROM THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. EXCEPT FOR CLIENT PAYMENT OBLIGATIONS, THE TOTAL LIABILITY OF EACH PARTY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE CUMULATIVE FEES INVOICED TO CLIENT UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE. THE FOREGOING LIMITATION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12 MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Client except with ISVapp's prior written consent. ISVapp may transfer and assign any of its rights and obligations under this Agreement with written notice to Client. Both parties agree that this Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind ISVapp in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid. ISVapp will not be liable for any loss resulting from a cause over which it does not have direct control. This Agreement will be governed by the laws of Germany without regard to its conflict of laws provisions. The federal and state courts sitting in Munich, Bavaria, Germany will have proper and exclusive jurisdiction and venue with respect to any disputes arising from or related to the subject matter of this Agreement. ISVapp is permitted to disclose that Client is one of its customers to any third-party at its sole discretion. Client also agrees to consider the following

upon reasonable request: (i) serving as a reference or hosting onsite reference visits; (ii) collaborating on press releases announcing or promoting the relationship upon completion of the initial phase of the project with the help of the ISVapp marketing team; and (iii) collaborating on case studies or other marketing collateral as Client realizes a return on investment following successful deployment with specific metrics around time and cost savings along with business impact in a white paper.