SPRINGBROOK CLOUD SERVICE
MASTER AGREEMENT
TERMS AND CONDITIONS

These Terms and Conditions, together with each Order Form entered into by the Parties that references such Terms and Conditions, constitute a binding agreement ("**Agreement**") by and between Springbrook Holding Company, LLC, a Delaware corporation and its Affiliates ("**Springbrook**") and the Customer identified on the Order Form ("**Customer**"). These Terms and Conditions become effective as of the date of the related Order Form or use of the Springbrook Services. Each of Springbrook and Customer is referred to herein individually as a "**Party**" and collectively as the "**Parties**."

Use of the Cloud Service, as defined below, is subject to the Agreement. If Customer is entering into the Agreement on behalf of a company, organization, or another legal entity (an "**Entity**"), Customer is agreeing to this Agreement for that Entity and representing to Springbrook that it has the authority to bind such Entity to the Agreement.

Recitals

WHEREAS, Springbrook has developed an ERP solution for local government agencies that is offered as a SaaS-based cloud service (the "**Cloud Service**"); and

WHEREAS, Customer is interested in obtaining the functionality provided by the Cloud Service;

NOW THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

Agreement

1. Definitions. Certain capitalized terms used in the Agreement shall have the definitions set forth below.

(a) **Affiliate**: means an entity that controls, is controlled by or is under common control with a Party to the Agreement, where control means the legal or beneficial ownership of more than fifty percent (50%) of the voting shares of an entity or the ability to direct or cause the direction of management and policies of such entity.

(b) **Authorized User:** means one individual natural person, authorized by Customer to use the Cloud Service. Authorized Users may include but are not limited to Customer's employees, contractors and agents. Each Authorized User will be associated with a single unique email address and password for purposes of accessing (and being identified within) the Cloud Service.

(c) **Channel Partner**: means an authorized reseller, distributor, or other channel partner of Springbrook from which Customer is able to procure some or all of the Springbrook Services.

(d) **Cloud Software**: means the Springbrook proprietary software, in object code format, including Documentation, updates, patch releases, and upgrades with respect thereto, that Springbrook makes available for download or otherwise provides for use in connection with the Cloud Service. Cloud Software excludes any OSS and other third-party's software. If and as designated in the Specifications, the Cloud Software may be inclusive of application programming interfaces ("APIs") developed by Springbrook to enable interaction and integration with the Cloud Service.

(e) **Cloud Specifications:** means the online specifications for the Cloud Service, as made available by Springbrook at https://sprbrk.box.com/v/sprbrk-software-specs (which URL location and content may be updated from time to time by Springbrook).

(f) **Confidential Information**: means nonpublic, confidential, or proprietary information regarding either Party's business or any aspect of this Agreement, including, without limitation, technology, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes or data codes, entity-relation or workflow diagrams, product plans, pricing, customer information and other technical, financial, marketing and business information. Information that is marked or identified as confidential or proprietary or that would reasonably be considered to be confidential based on the nature of such information and the circumstances under which it is disclosed shall be deemed to constitute Confidential Information. Confidential Information may include confidential or proprietary information of third parties that the Disclosing Party is permitted to disclose, and does disclose, to the Recipient hereunder. Confidential Information may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding the above, "Confidential Information" shall not include information that: (i) the Recipient can demonstrate was in its possession at the time of disclosure and was not acquired by the Recipient directly or indirectly from the Disclosing Party on a confidential basis; (ii) becomes available to the Recipient on a non-confidential basis from a source other than Disclosing Party (whether directly or indirectly) and which source to the best of Recipient's knowledge did not acquire the information on a confidential basis; (iii) is approved for release or use without restriction by written authorization of an officer of the Party owning the Confidential Information; (iv) is independently developed by or for the Recipient without use of the Disclosing Party's Confidential Information; (v) subject to mandatory disclosure pursuant to a state's public records laws, or (vi) has become generally available to the public without breach of this Agreement by the Recipient or an affiliate of the Recipient.

(g) **Customer:** means the entity that purchases a Subscription to the Cloud Service directly from Springbrook or through a Channel Partner.

(h) **Customer Data:** means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or others who input data into the Cloud Service, such as citizens of the jurisdiction to which Customer provides services, enter into the Cloud Service including but not limited to, personal information, information exchanged between Customer and an Authorized User or an Authorized User and a third party using the Cloud Service, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.

(i) **Disclosing Party:** means a Party that discloses Confidential Information to a Recipient.

(j) **Documentation**: means information describing the features, functionality, operating instructions and other aspects of the Cloud Service or Cloud Software. Information contained on Springbrook's publicly facing website does not constitute Documentation.

(k) **Effective Date**: means the date of the first Order Form that is governed by these Terms and Conditions.

(l) **Fees**: means amounts payable by Customer to Springbrook as consideration for the Springbrook Services.

(m) **Intellectual Property Rights:** means any and all rights existing now or in the future under laws relating to patents, copyright, industrial design, moral rights, trade secrets, trademarks, publicity rights, and any and all similar proprietary rights, and any and all applications for registration, letters patent, renewals, extensions, divisions, continuations, reissues, and restorations thereof, now or hereafter in force and effect anywhere in the world.

(n) **Maintenance and Support Services:** means Springbrook's obligations related to availability, error resolution, response to support requests, bug fixes, and the provision of updates and upgrades to the Cloud Software or Cloud Service as further described in Exhibit A hereto.

(o) **Online Payments Schedule:** means service-specific terms and conditions applicable to the Springbrook Online Payments software, attached hereto as Exhibit B.

(p) **Open Source Software** or **OSS:** means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may be embedded in the delivered Cloud Software.

(q) **Optional Cloud Services**: mean the optional add-ons to the Cloud Service that may be available for purchase either directly from Springbrook or through Channel Partner, as more particularly described or identified in the applicable Order.

(r) **Order Form**: means a purchase document executed by Customer and Springbrook in which Customer orders Springbrook Services.

(s) **Order Terms**: means the ordering information (such as order date, products, quantity and similar information) and terms and conditions specified on an Order Form.

(t) **Personal Information:** means any data that can identify or locate an individual.

(u) **Professional Services**: means services relating to the Cloud Service, such as implementation, customization, and training.

(v) **Recipient**: means a Party that receives Confidential Information from a Disclosing Party.

(w) **Springbrook Services**: means the Cloud Service, Cloud Software, Maintenance and Support Services, and Professional Services.

(x) **Subscription**: means a paid for right to access and use the Cloud Service.

(y) **Subscription Period(s):** means the duration of a Customer's and its Authorized Users' active, paid Subscription to the Cloud Service, as designated in the Order Form(s).

(z) **Supported Modification:** means a configuration of or modification to the Cloud Service requested by Customer that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.

(aa) **Term:** shall be the period of time for which this Agreement is in effect, as further set forth in Section 13. Term is different from a Subscription Period.

(bb) **Third Party Services:** means products, services, technology, and methods other than proprietary Springbrook Services.

2. Cloud Service Terms and Conditions.

(a) Subject to compliance with the terms and conditions of the Agreement, including advance receipt of applicable Fees, Springbrook will make the Cloud Service available to Authorized Users during the Subscription Period for use in connection with the internal business purposes of Customer.

(b) Springbrook hereby grants to Customer a limited, non-exclusive, non-transferrable right to access, implement, and configure the Cloud Software during the Subscription Period, solely for its internal business purposes in connection with use of the Cloud Service and in accordance with the Specifications.

(c) Customer will ensure that all of its Authorized Users using the Cloud Services under its account comply with all of Customer's obligations under this Agreement. Customer is responsible for all activity (whether or not authorized by Customer) occurring under Customer's account, including acts and omissions of its Authorized Users and individuals using credentials of Authorized Users, as though they were those of Customer. Customer will notify Springbrook promptly of any unauthorized access or use of the Springbrook Services.

(d) Customer will be responsible for meeting minimum system requirements for use of the Cloud Service accessible at https://sprbrk.box.com/v/sprbrk-minimum-requirements (which URL location and content may be updated from time to time by Springbrook) for use of the Cloud Service;

(e) Customer will use the Springbrook Services only in accordance with the Agreement, the applicable Documentation, laws and government regulations, and any written instructions provided by Springbrook to Customer.

(f) The Cloud Service is provided with a limit of five hundred gigabytes (500GB) of data storage for all cloud environments. Additional storage can be purchased from Springbrook by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars ($1,000) per year. If a Subscription Period for the Cloud Service is nearing its expiration date or is otherwise terminated, Springbrook will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Springbrook. Springbrook's Data Storage Policy can be accessed at https://sprbrk.box.com/v/sprbrk-data-storage-policy (which URL location and content may be updated from time to time by Springbrook).

3. **Restrictions on Use of the Cloud Service and Cloud Software.** Except as otherwise expressly provided in the Agreement (including any Exhibits), Customer shall not (and shall not permit any Authorized User or third party to):

(a) make the Cloud Service available to anyone other than Authorized Users;

(b) use the Cloud Service, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer's authorized use or usage metrics as set forth in the Agreement, including the applicable Order Form(s);

(c) sublicense, sell, resell, transfer, assign, distribute, share, lease, make any external commercial use of, outsource, use on a timeshare or service bureau basis, or use in an application service provider or managed service provider environment, or otherwise generate income from, the Springbrook Services;

(d) modify, obscure, alter, or remove any confidentiality or proprietary rights notices contained in the Springbrook Services;

(e) decompile, disassemble, or reverse engineer any portion of the Cloud Software or Cloud Service, or attempt to discover any source code or other operational mechanisms of the Cloud Software or Cloud Service (except where such restriction is expressly prohibited by law without the possibility of waiver, and then only upon prior written notice to Springbrook);

(f) use any third-party software provided with the Cloud Software or Cloud Service other than in connection with the Cloud Software or Cloud Service;

(g) use the Springbrook Services in violation of any applicable laws and regulations;

(h) use the Springbrook Services to (1) store, download or transmit infringing, libelous, or otherwise unlawful or tortious material, or malicious code or malware, or (2) engage in phishing, spamming, denial-of-service attacks, spreading viruses or other harmful code, or other fraudulent or criminal activity, (3) interfere with or disrupt the integrity or performance of third party systems, the Cloud Software, Cloud Service or data contained therein, (4) violate or infringe upon the rights of a third party, including those pertaining to contract, intellectual property, privacy, or publicity, or (5) attempt to gain unauthorized access to the Cloud Software or Cloud Service;

(i) access or use the Springbrook Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Cloud Service or allow access by a direct competitor of Cloud Service;

(j) access the Springbrook Services for purposes of monitoring availability, penetration, or security testing, or any benchmarking;

(k) obtain or attempt to obtain intellectual property rights to any component of the Springbrook Services (inclusive of APIs) other than those expressly provided herein;

(l) create derivative works based on the Springbrook Services;

(m) use or allow the use of, the Springbrook Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under

export control laws of the United States or any other applicable jurisdiction.

4. **Customer Cooperation**. Customer is responsible for selecting Authorized Users and represents and warrants it shall select Authorized Users who are qualified to operate the Cloud Service and are familiar with the information, calculations, and reports that serve as input and output. Any data entry errors are the responsibility of Customer and Springbrook does not assume the cost of any necessary servicing, repair or correction arising from such errors. Customer acknowledges that successful installation, implementation and use of the Springbrook Services cannot be accomplished by Springbrook's efforts alone and requires substantial effort and cooperation by Customer. Both Springbrook and Customer shall at all times use their best efforts to actively participate and cooperate in data conversion, system installation, implementation, training and use, shall provide each other accurate and timely information, and shall afford each other reasonable access to information and facilities. All substantive communication between Springbrook and Customer will take place between Springbrook and a project manager designated by Customer.

5. **Third Party Services.** Customer may choose to obtain products and services that are provided or supported by third parties ("**Third-Party Services**") for use in conjunction with the Springbrook Services either directly from the third party providing the Third Party Services or indirectly through Springbrook where Springbrook acts as a reseller of the Third Party Services. Third Party Services may require Customer to enter into a license or other agreement with such third party for use of the Third-Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third--Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE PROVIDER OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES SOLELY FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND SPRINGBROOK ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.

6. **Maintenance and Support Terms.**

(a) Support. Maintenance and Support Services, as described in Exhibit A, are included in the Cloud Service Subscription for no additional fees, except as provided otherwise in Exhibit A.

(b) Partner Support. Notwithstanding anything herein to the contrary, if Customer receives Maintenance and Support Services from an authorized Channel Partner, then the terms for such services agreed upon by Customer and such Channel Partner shall govern in lieu of those set forth in the Exhibit A attached hereto, and Springbrook shall have no support obligations to Customer.

7. **Ordering Process**.

(a) Order Forms. Customer may purchase the Springbrook Services (Cloud Service Subscriptions, Cloud Software licenses or Professional Services) by executing and submitting an Order Form. Execution of an Order Form referencing these Terms and Conditions makes them binding upon Customer, as does any access or use of the Springbrook Services. Upon execution of an Order Form by both Parties and subject to Customer's payment of the corresponding Fees, Springbrook will make the Cloud Service or Cloud Software, as applicable, available to Customer. Any terms and conditions contained in any quote, invoice, or purchase order that are inconsistent with or are in addition to the terms and conditions of the Agreement will be deemed stricken, unless expressly agreed to in writing by

Springbrook with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of the Agreement and will supersede any conflicting terms herein.

(b) No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Springbrook has the right to issue an invoice and collect payment without a corresponding purchase order, provided, however, that if a Customer's procurement procedure requires the issuance of a purchase order or a purchase order number on a pertinent Order Form or Statement of Work, the purchase order is required to be provided to Springbrook. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or Statement of Work.

8. Payment Terms.

(a) Pricing. Customer will be invoiced for those amounts and at those prices set forth in an Order Form. Fees do not include any customization of the Cloud Software or Cloud Service (nor support for any such customizations, unless otherwise agreed in writing). If Customer's usage of the Cloud Software or Cloud Service is in excess of those amounts set forth in the Order Form, Customer may be billed for those overages. Customer acknowledges that purchases under the Agreement are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Springbrook regarding future functionality or features of the Springbrook Services. Except as otherwise specified herein or in an Order Form, (i) fees are based on the specified Springbrook Services purchased, (ii) payment obligations are noncancelable and fees paid are non-refundable, except for amounts paid in error that are not actually due under the Agreement or as otherwise expressly provided herein, and (iii) quantities purchased cannot be decreased during the relevant Subscription Period.

(b) Payments. Springbrook will invoice Customer in advance for the Cloud Service. Customer shall pay Invoices within thirty (30) days of the invoice date. If Customer orders additional Subscription quantities or services part-way through an existing Subscription Period the initial Subscription Period for the additional quantity or services will be made coterminous with the existing Subscription Period and the Cloud Service Fee for such additional quantity will be prorated accordingly. Fees for Optional Cloud Service will be due at the same time as payment for the corresponding Cloud Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Springbrook shall have no responsibility for any invoices that are not received due to inaccurate or missing information provided by Customer. Customer shall pay interest on all payments not received by the invoice due date set forth above at a rate of one and a half percent (1.5%) per month or the maximum amount allowed by law, whichever is lower. All amounts due under this Agreement shall be paid by Customer in full without any set-off, counterclaim, deduction or withholding. Subscription Fees will be subject to an automatic annual increase in the amount set forth in the applicable Order Form. ("**Standard Annual Price Increase**"). Notwithstanding anything herein to the contrary, if Customer makes its payments pursuant to this Agreement to a Channel Partner, then the payment terms agreed by Customer and such Channel Partner shall govern to the extent anything in this Section 8 conflicts with such payment terms.

(c) Taxes. Fees for Springbrook Services do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

(d) Suspension of Service. If any amount owing by the Customer for the Cloud Service is ninety (90) or more days delinquent, Springbrook may, in its sole discretion and cumulative to its other remedies under this Section, temporarily cease providing to Customer the Cloud Service.

9. Ownership.

(a) Ownership of Springbrook Services. As between Springbrook and Customer all right, title and interest to the Cloud Software, the Cloud Service, all technology underlying the foregoing, the Documentation, any improvements, design contributions, updates, or derivative works thereto, any knowledge or processes related thereto and/or provided hereunder, and all associated Intellectual Property Rights, belong solely to Springbrook, and is protected under the laws of the United States and the individual states and by international treaty provisions. Springbrook reserves all rights not granted herein.

(b) Limited Rights. Customer shall only receive those rights in the Springbrook Services that are expressly granted to it hereunder. Customer acknowledges that the rights granted under this Agreement, as they pertain to Maintenance and Support and to the Cloud Software and Cloud Service, do not provide Customer with title to or ownership of the Cloud Software or Cloud Service.

10. Feedback. Customer grants Springbrook a royalty-free, fully-paid, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Springbrook Services (or Springbrook's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Springbrook Services.

11. Security.

(a) Customer Responsibilities. Information or data generated by the Cloud Service, that is provided to, and stored by, the Customer, is the sole responsibility of the Customer. Springbrook shall not be responsible for the theft, misappropriation, loss, or misuse of personal or entity related financial information, utility billing records, or any other financial information stored in Customer controlled electronic media or physical storage locations. Customer acknowledges that Customer is solely responsible for the Customer's security procedures, including but not limited to password security, encryption of sensitive information, proper handling of payroll

ACH files, physical custody of cash, internal audit procedures and processes, annual reporting, and proper training in security and backup procedures. In addition, the Customer and its related entities and affiliates agree to indemnify and hold harmless Springbrook, its contractors and agents from all costs, damages, expense and attorney's fees incurred in the event of any security breach, theft, misappropriation, loss, misuse of personal or entity related financial information, or other related incident.

(b) Security Breaches. Customer acknowledges that, notwithstanding the security features of the Cloud Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 14, Springbrook will have no liability for any security breach caused by any such persons, entities, or technologies.

(c) Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Cloud Service. Customer is responsible for ensuring the accuracy, quality, integrity and legality of Customer Data. Customer grants to Springbrook the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Springbrook: (i) to provide the Springbrook Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 3 (Restrictions on Use of the Cloud Service and Cloud Software) if Springbrook has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement, including the Springbrook Privacy Policy. Springbrook may utilize the information concerning Customer's use of the Cloud Service (excluding any use of Customer's personal data or Customer's Confidential Information) to improve the Cloud Service, to provide Customer with reports on its use of the Cloud Services, and to compile aggregate statistics and usage patterns by customers using the Cloud Services. Customer represents and warrants that it owns or has full and unrestricted rights and authority to effectuate the grants set forth in this Section and there are no third parties who may claim rights or interests in the Customer Data or otherwise hinder such grants.

(d) Use of Aggregate Data. Customer agrees that Springbrook may collect, use, and disclose quantitative data derived from the use of the Cloud Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Cloud Service.

12. Confidentiality.

(a) Confidentiality Term. The obligations described in this Section commence on the Effective Date and will continue until two (2) years following any termination or expiration of this Agreement ("**Confidentiality Term**").

(b) Confidentiality Obligations. During the Confidentiality Term and subject to the other terms of this Agreement (including Springbrook's Privacy Policy, accessible at https://sprbrk.box.com/v/sprbrk-privacy-policy, which URL and its content may be updated from time to time by Springbrook), Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential

Information only to its employees, contractors or advisors on a need-to-know basis and who are bound by confidentiality and non-use restrictions at least as stringent as those contained herein. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner consistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

(c) Legally Compelled Information. In the event the Recipient becomes legally compelled (by deposition, interrogatory, requests for documents, subpoena, civil investigative demand or similar process) to disclose any of the Confidential Information, or the Recipient determines that it is obligated by law, rule, statute or governmental regulation to disclose any of the Confidential Information, the Recipient shall provide the Disclosing Party with prompt written notice of such requirement so that the Disclosing Party, if possible, may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, the Recipient agrees to furnish only that portion of the Confidential Information that it is legally required to furnish and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. A Party's obligations hereunder with respect to legally compelled information shall continue to be applicable for all other purposes.

(d) Publicity. During the term of this Agreement, including the term of any amendment hereto, Springbrook may publicly disclose its ongoing business relationship with Customer. Such disclosures may indicate Customer's identity and the Springbrook Services provided or contracted to be provided to Customer. These disclosures may include press releases or other communications to media, display on Springbrook web sites, or use in other marketing activities, but will not include non-public information or indicate Customer's express endorsement of Springbrook's products or services without Customer's prior written authorization.

13. Term and Termination.

(a) Term. The term of this Agreement begins on the Effective Date and will remain in effect until all Cloud Service Subscriptions expire or until this Agreement is otherwise terminated in accordance with the terms hereof, whichever occurs first (the "**Term**"). Except as otherwise specified in the applicable Order Form, all Cloud Service Subscriptions will have an initial three (3) year term and then automatically renew for successive three (3) year terms unless otherwise stated in the applicable order form, provided that either party may terminate this Agreement effective upon the expiration of the Subscription Period, by notifying the other party in writing at least sixty (60) days prior to the expiration of the Subscription Period. Cancellation notices should be sent to operations@sprbrk.com. This Agreement may be renewed at any time by execution of an Order Form referencing this Agreement, and any such renewal will be deemed part of the "Term" hereunder. Subject to Section 8(b) (Payments), pricing increases will be effective upon renewal of the Subscription Period and annually thereafter.

(b) Termination. Springbrook or Customer may terminate the Agreement if the other party materially breaches a material provision thereof, including associated Order Form(s), and, after receiving a written notice describing the circumstances of the default, fails to correct the breach within thirty (30) calendar days. Springbrook may immediately terminate this Agreement and/or Customer's Cloud Service Subscription or license to the Cloud Software upon Customer's breach of Section 3 (Restrictions on Use of the Cloud Service and Cloud Software). Either Party may also terminate the Agreement upon written notice if the other party suspends payment of its debts or experiences any

other insolvency or bankruptcy-type event.

(c) Effect of Termination. Upon expiration or termination of this Agreement for any reason, (i) Customer shall immediately pay any amounts then owing to Springbrook; (ii) the right to access the Cloud Service or Cloud Software will end; and (iv) each Recipient will return or destroy, at the Disclosing Party's option, the Disclosing Party's Confidential Information in the Recipient's possession or control.

(d) Other Termination. Springbrook may terminate this Agreement in the event the Cloud Software or Cloud Service, as applicable, is phased out across Springbrook's customer base. In such event, Springbrook will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Springbrook generally-available offering with comparable functionality.

(e) Survival. All fees that have accrued as of such expiration or termination, and Sections 1, 5, 8, 9-12, 13(c), 14(d), 15, 16 and 17 will survive any expiration or termination hereof.

14. Warranties.

(a) Mutual Warranties. Each Party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; (b) the Agreement does not conflict with any other agreement or arrangement to which a Party is bound, and (c) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.

(b) Limited Warranty. Subject to the limitations set forth below, Springbrook warrants that during the Subscription Period, the Cloud Service will, in all material respects, operate in conformity with the then-current Cloud Specifications for the applicable Cloud Service version. Springbrook's sole and exclusive obligation, and Customer's sole and exclusive remedy, for a breach of this warranty shall be that Springbrook shall be required to use commercially reasonable efforts to modify the Cloud Service to conform in all material respects to the Specifications. Customer further acknowledges that the Cloud Service is not guaranteed to operate without interruptions, failures, or errors. Springbrook will not be responsible to the extent failure of the Cloud Service to operate as warranted is caused by or results from: (i) any modification to the Cloud Service other than a Supported Modification; (ii) combination, operation or use of the Cloud Service with Customer's or Third Party Services, software or systems;

(iii) abuse, willful misconduct, or negligence by anyone other than Springbrook or Springbrook's designee; (iv) installation, configuration and use of the Cloud Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Documentation or (v) any of the Exclusions (as defined in the Cloud Service Level Commitment).

(c) Subscription Service Level Commitment. During the Subscription Period, Springbrook warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Springbrook's failure to achieve the stated Cloud Service performance level.

(d) Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 14, ALL SPRINGBROOK SERVICES ARE PROVIDED "AS IS" AND SPRINGBROOK AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY

AND ALL OTHER REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT THERETO, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR THE CONTINUOUS, UNINTERRUPTED, ERROR-FREE, VIRUS-FREE, OR SECURE ACCESS TO OR OPERATION OF THE SPRINGBROOK SERVICES. SPRINGBROOK EXPRESSLY DISCLAIMS ANY WARRANTY AS TO THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR DATA ACCESSED OR USED IN CONNECTION WITH THE SPRINGBROOK SERVICES OR MAINTENANCE AND SUPPORT OR THAT THE SPRINGBROOK SERVICES WILL BE COMPATIBLE OR WORK WITH ANY CUSTOMER OR THIRD-PARTY SOFTWARE OR HARDWARE.

15. Mutual Indemnification.

(a) Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim: (i) that a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Software or Cloud Service, or (ii) arising from allegations that Customer has used the Software or Cloud Service in a manner that violates this Agreement or applicable law, or (iii) in connection with the nature and content of Customer Data processed by the Software or Cloud Service.

(b) Indemnification by Springbrook.

(i) Intellectual Property Indemnification. Subject to the terms and conditions of this Section 15, Springbrook will (a) defend at its expense any filed lawsuit (a "**Claim**") brought against Customer by a third party (the "Claimant") to the extent such Claim alleges that the Cloud Service or Cloud Software provided by Springbrook to Customer hereunder violates or infringes the Claimant's patents, trademarks or copyrights or misappropriates the Claimant's trade secrets (collectively, "**IP Rights**"), and (b) either (i) indemnify Customer with respect to any final, non-appealable judgments, costs, fines or penalties awarded, entered or assessed against Customer by a court of competent jurisdiction that directly result from a Claim, or (ii) pay the value of any settlement with the Claimant agreed to by Springbrook.

(ii) Springbrook Options. If a temporary or permanent injunction is obtained against the use of any part of the Cloud Service or Cloud Software for the reason that they infringe or misappropriate any third party's IP Rights or there is a reasonable likelihood of such an injunction, Springbrook may at its option (a) modify the Cloud Service or Cloud Software to avoid the allegation of infringement, (b) obtain for Customer the right to continue using the Cloud Service or Cloud Software, or (c) replace the allegedly infringing Cloud Service or Cloud Software with non-infringing and functionally equivalent technology. In the event that none of the foregoing is commercially reasonable, Springbrook may terminate Customer's right to use the allegedly infringing portion of the Cloud Service or Cloud Software.

(iii) Exclusions. Springbrook will not be liable or have any obligations hereunder for any infringement of IP Rights resulting from (a) the combination, utilization or integration of the Cloud Service or Cloud Software with Customer's or any third party's products or technology, (b) compliance with Customer's designs, specifications or instructions; (c) unauthorized modification of the Cloud Service or Cloud Software by any entity other than Springbrook, (d) use of the Cloud Service or Cloud Software other than as specified in Springbrook's published specifications and

documentation, (e) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; or (f) Customer's breach of the Agreement.

(iv) THIS SECTION 15 STATES THE ENTIRE OBLIGATION OF SPRINGBROOK, ITS AFFILIATES AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF IP RIGHTS BY THE CLOUD SOFTWARE, CLOUD SERVICE OR ANY OTHER SPRINGBOOK SERVICES.

(c) Indemnification Requirements. In connection with any claim for indemnification under this Section 15, the indemnified party must: (i) provide the indemnifying party prompt written notice of such claim; (ii) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; (iii) give sole authority to the indemnifying party to defend or settle such claim; and (iv) make no admission of liability with respect to the claim. The indemnified party may, at its sole expense, actively participate in any suit or proceeding, through its own counsel.

16. Limitation of Liability.

(a) Waiver of Consequential Damages. Neither Springbrook nor any other person or entity involved in creating, producing, or delivering the Springbrook Services will be liable for any indirect, incidental, special, punitive, exemplary or consequential damages, including lost profits, loss of data or loss of goodwill, loss of revenue, service interruption, computer damage or system failure or the cost of substitute products or services, or other commercial or economic loss of any kind whatsoever, or any liability of Customer to a third party, arising out of or in connection with this Agreement or from the use of or inability to use the Springbrook Services, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, even if Springbrook was advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or special damages, so the above limitations may not apply to Customer.

(b) Maximum Liability. In no event will Springbrook's aggregate liability hereunder to Customer or any third party arising out of or in connection with this Agreement or from the use of or inability to use the Springbrook Services, whether in contract, tort or under any other theory of liability, exceed the total amount paid by Customer in the twelve (12) month period preceding the incident. These limitations shall apply notwithstanding any failure of essential purpose of any remedy.

(c) If Customer or Authorized Users use the Cloud Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Springbrook and hold it harmless against those risks.

17. Other Terms and Conditions.

(a) Dispute Resolution. This Agreement is governed by the laws of the State of Utah without regard for its conflict of laws principles. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, including the Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The number of arbitrators shall be one (1) unless the Parties mutually agree otherwise. The place of arbitration will be American Fork, Utah. Either party may apply to the

arbitrator for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy hereunder, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy. Each party will initially bear its own expenses and an equal share of the costs of the arbitration, but the prevailing party may be awarded its expenses, reasonable attorneys' fees, and costs.

(b) Other Agencies. Each Party understands and agrees that this Agreement may be used by other governmental agencies under substantially the same terms and conditions, excluding pricing, duration, scope of services to be provided, and other terms unique to the Customer. Each governmental agency desiring to accept this Agreement, and make an award thereof, shall do so independently of the Customer and/or any other governmental agency. Each governmental agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no governmental agency, other than Customer, assumes any liability by virtue of this Agreement. This Agreement in no way restricts or interferes with the right of the Customer or any governmental agency to competitively procure any or all items. The foregoing does not authorize either Party to disclose Confidential Information of the other Party.

(c) Equitable Relief. The Recipient acknowledges that unauthorized disclosure of the Disclosing Party's Confidential Information or misappropriation or infringement of a Party's Intellectual Property Rights could cause substantial harm to the Disclosing Party or owner of such Intellectual Property Rights for which damages alone might not be a sufficient remedy and, therefore, that upon any such disclosure, misappropriation or infringement, the injured Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law or equity.

(d) Assignment. Springbrook may assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving merger, acquisition, or the sale of all or substantially all of its stock or assets. Assignment by a Customer of its rights and obligations hereunder requires the advance written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

(e) Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements of the Parties with respect to the transactions set forth herein.

(f) Severability and Amendment If any particular provision of this Agreement is determined to be invalid or unenforceable, that determination will not affect the other provisions of this Agreement, which will be construed in all respects as if the invalid or unenforceable provision were omitted. No extension, modification, or amendment of this Agreement will be effective unless it is described in writing and signed by all Parties.

(g) Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing by first class mail, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Springbrook Services (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 17).

(h) Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Cloud Service or Cloud Software in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Cloud Services or Cloud Software, the Parties agree to comply with all applicable anti- corruption and anti-bribery laws, statutes, and regulations.

(i) Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.

(j) Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

(k) Force Majeure. Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.

Exhibits Follow

EXHIBIT A
MAINTENANCE AND SUPPORT
AVAILABILTY

This Exhibit A is part of the Springbrook Cloud Service Master Agreement Terms and Conditions. It may be updated from time to time by Springbrook in its sole discretion.

I. SUPPORT POLICY

Updates
Updates may address security fixes, critical patches, general maintenance functionality, and documentation and shall be made available at Springbrook's discretion. Springbrook is under no obligation to develop any future functionality or enhancements unless otherwise specified in the Agreement. If an update for the Cloud Service is made available to Customer pursuant to this Support Policy, it will automatically replace the previous version of the applicable Cloud Service.

Support Commitment

In support of the Cloud Service, Springbrook will provide Customer with the following first line support: Telephone Support. Springbrook's Customer Resource Center (CRC), a live technical support facility, will be available to Customer from 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday, excluding Springbrook's observed holidays.

Email Support. Springbrook provides an electronic mail address (help@sprbrk.com) to which Customer may submit routine or non-critical support requests. Email Support Requests will be addressed by Springbrook during its regular business hours of 5:00 a.m. until 5:00 p.m. Pacific time Monday through Friday.

Online Support Materials. Springbrook will make available to Customer certain archived client-side software updates and other technical information in Springbrook's online support databases. This Online Support will be continuously available to Customers.

Upgrade/Downgrade of Severity Level

If, during the Support Request process, the issue either warrants assignment of a higher severity level than currently assigned or no longer warrants the severity level currently assigned based on its current impact on the production database, then the severity level will be upgraded or downgraded accordingly to the severity level that most appropriately reflects its current impact.

Third Party Product Support

If any third-party software is supplied by Springbrook, Springbrook disclaims all support obligations for such third-party software, unless expressly specified by Springbrook in Customer's Agreement.

Exclusions

The following Support Exclusions are not covered by this Support Policy: (a) Support required due to Customer's or any End User's or third party's misuse of the Services; (b) Support during times outside of Springbrook's regular business hours stated above; (c) Support necessitated by external factors outside of Springbrook's reasonable control, including any force majeure event or Internet access or related problems.

Response and Resolution Goals

Springbrook will respond to Customer's Support Requests in a manner appropriate for the severity of the reported issue and will use good faith efforts to achieve the goals listed below.

A. Critical Severity Level

Definition. System or application is non-functional or seriously affected and there is no reasonable workaround available (e.g., business is halted).

Response goal. Confirmation of receipt within 1 business hour. Update as information arrives or at the interval agreed with the Customer.

Resolution goal. Upon confirmation of receipt, Springbrook begins continuous work on the case. Springbrook will put forth the effort to provide a workaround, fix, or estimated completion date within 72 hours after the problem has been diagnosed and/or replicated, provided there is an agency representative available to assist with issue diagnosis and testing during the resolution process.

B. High Severity Level

Definition. System or application is affected and there is no workaround available, or the workaround is impractical (e.g., system response is very slow, day to day operations continue but are impacted by the work around).

Response goal. Confirmation of receipt within 4 business hours.

Resolution goal. Springbrook will put forth the effort to provide a workaround or fix or estimated completion date within 14 business days after the problem has been diagnosed and/or replicated.

C. Medium Severity Level

Definition. System or application feature is non-functional, and a convenient workaround exists (e.g., non-critical feature is unavailable or requires additional user intervention).

Response goal. Confirmation of receipt within 8 business hours.

Resolution goal. Springbrook will put forth the effort to provide a workaround or fix or estimated completion date within 21 business days after the problem has been diagnosed and/or replicated.

D. Low Severity Level

Definition. System or application feature works, but there is a minor problem (e.g., incorrect label, or cosmetic defect).

Response goal. Confirmation of receipt within 24 business hours

Resolution goal. Resolution for the issue may be released as a patch set or be incorporated into a future release of the product.

II. AVAILABILITY

Service Availability:

Springbrook will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Cloud Service provided hereunder and in an applicable Order Form and (b) operate and manage the Cloud Service with a ninety-nine and one-half percent (99.5%) uptime goal (the "**Availability SLA**"), excluding situations identified as "Exclusions" below.

"Exclusions" means any outage that results from any of the following:

(a) Any maintenance performed by Springbrook during Springbrook's standard maintenance windows. Springbrook will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "**Scheduled Maintenance**").

(b) Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:

1. Customer's failure to provide Springbrook with reasonable advance prior notice of any pending unusual large deployments of new nodes (e.g., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
2. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions;
3. Any misconfiguration by Customer (as determined in Springbrook's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Cloud Service; and
4. Force majeure or other circumstances beyond Springbrook's reasonable control that could not be avoided by its exercise of due care.

(c) Failures of the Internet backbone, telecommunications systems, ISP failures, or the network by which Customer connects to the Internet backbone or any other network unavailability.

(d) Any window of time when Customer agrees that Cloud Service availability/unavailability will not be monitored or counted.

(e) Any problems resulting from Customer combining or merging the Cloud Service with any hardware or software not supplied by Springbrook or not identified by Springbrook in the Specifications as being compatible with the Cloud Service.

(f) Interruptions or delays in providing the Cloud Service resulting from telecommunication or Internet service provider failures. Customer's or any third party's use of the Cloud Service in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Cloud Service falls below the Availability SLA in a given calendar month, Springbrook will pay Customer a service credit ("**Service Credit**") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Cloud Service during the applicable calendar month. Springbrook will apply any Service Credits only against future Cloud Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Springbrook. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Springbrook to provide the Cloud Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula: x = (n - y) *100 / n

Notes:
(1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus Exclusions; and "y" is the total number of downtime hours in the given calendar month not caused by an Exclusion.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	**0%**
95.0% - < 99.5%	**5% (max of $280)**
90.0% - < 95.0%	**10% (max of $560)**
80.0% - < 90.0%	**20% (max $840)**
70.0% - < 80.0%	**30% (max of $1,120)**
60.0% - < 70.0%	**40% (max of $1,400)**
< 50%	**50% (max of $2,800)**

Customer Account Login:
For Springbrook user interface access, Springbrook uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Springbrook will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:
Springbrook's SaaS platform (servers, infrastructure, and storage) for the Cloud Service is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world- class physical security, power availability, infrastructure flexibility and growth capacity. Springbrook's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.
Security Patching and updates are actively evaluated by engineers and will be deployed based upon

the impact and risk and stability benefits they offer to Springbrook's SaaS platform and Customers.

Springbrook will attempt to provide customers reasonable prior notice to security changes, updates, and patches, unless the delay will lead to a significant risk of impact to customer data.

Fees:
Maintenance and Support Services, as described herein, are included in the Cloud Service Subscription for no additional fees, except as follows:

Springbrook will bill Customer on an hourly basis for the following services that are beyond the scope of standard Maintenance and Support Services;

(a) Maintenance or Support in cases where repeated operator-produced error by the same user continues to occur despite notification to Customer;

(b) Maintenance and Support associated with applications not purchased by Customer from Springbrook, as documented in an appropriate Order Form or Statement of Work;

(c) Maintenance and Support outside the scope of this Agreement;

(d) Maintenance and Support necessitated by Customer's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Cloud Software or Cloud Service and compliance with local, state and federal regulations and auditors requirements;

(e) Costs associated with Customer's creation or modification of data in Springbrook's database except through the appropriate use of the Cloud Software or Cloud Service;

(f) Costs associated with Customer's own actions to integrate the Cloud Software or Cloud Service with applications or services not purchased from Springbrook;

(g) Costs associated with Customer's failure to meet the terms and conditions of this Agreement;

(h) Costs associated with additional labor or out of pocket expenses incurred while providing support to Customer in cases where Springbrook has requested but Customer has denied remote access into a user workstation or the server housing the Cloud Software; and

(i) Labor and travel costs associated with providing on-site for services covered by this Agreement.

EXHIBIT B

ONLINE PAYMENTS SCHEDULE

1. **Definitions.**

"**Citizen**" means the person who uses Online Payments (as defined below) to complete a payment processing that results in the debiting or charging of an amount to such person's payment instrument and the crediting of funds to Customer.

"**Online Payments**" means an optional third-party add-on to the Cloud Software that Springbrook facilitates designed to collect payment information for the purpose of payment processing.

"**Payment Application(s)**" refers broadly to all third-party payment applications, gateway, processors, payment terminals, and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to Customer.

2. **Online Payments.**

(a) During the Term, and subject to compliance with the terms and conditions of this Exhibit, Springbrook will provide the right to access to, and use of, Online Payments to Customer's Citizens with an Online Payments enabled Account. For the avoidance of doubt, Springbrook is only facilitating access to and use of Online Payments and is not a provider of Online Payments.

(b) To facilitate payments, Customer will be required to provide Springbrook with certain Customer Data, including specifically, information that allows Springbrook to: (a) transmit Customer's identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Customer or Payment Application requires of Springbrook in order to facilitate payment processing. Customer authorizes Springbrook to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. Unless otherwise provided, Online Payments will temporarily store information received from Customer, such as account information for a Payment Application only for the purpose of facilitating the payment processing.

(c) The payment processing facilitated through Online Payments is processing activities between Customer and a third party and/or Customer and a Payment Application, and not with Springbrook. Payment Applications are independent contractors and not agents, employees or subcontractors of Springbrook. Springbrook does not control and is not responsible for the payment methods made available by the Payment Applications through Cloud Software nor the Third-Party Services that are sold or purchased by Customer. Customer acknowledges and agrees that Springbrook cannot ensure that Citizen or third party will complete a payment processing or that it is authorized to do so.

(d) Springbrook will maintain a current PCI-DSS Attestation of Compliance ("AOC") which shall be available upon request to Customer once per year.

3. Additional Customer Responsibilities.

Springbrook's provision of Online Payments is conditioned on Customer's acknowledgement of and agreement of the following:

(a) Customer is solely responsible for registering and maintaining an account with Online Payments in order to facilitate the payment processing via Online Payments;

(b) Customer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by customer via Online Payments; (ii) all terms of use or other terms and conditions between Customer and Payment Applications.

(c) Customer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of Online Payments and for ensuring that such use complies with the terms of the Agreement;

(d) Customer has exclusive control over and responsibility for the content, quality, and format of any payments processing it submits to be processed via Online Payments. Nothing in this Exhibit may be construed to make Springbrook a party to any payment processed by Online Payments, and Springbrook makes no representation or warranty regarding the payment processing sought to be affected by Customer's use of Online Payments; and

(e) Customer is solely responsible for any and all disputes with any Payment Applications or Citizens related to or in connection with a payment processing sought to be facilitated via Online Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances; and (vii) amount of time to complete payment processing.

4. Payment Warranties; Disclaimers' Limitation of Liability.

(a) Springbrook Payments Warranty**.** The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Springbrook's sole and exclusive warranties with respect to Online Payments are set forth in the following sentence. Springbrook warrants that Online Payments as delivered to Customer and used in accordance with the Agreement and its applicable specifications will perform substantially in accordance with the specifications associated with the Software.

(b) Disclaimer**.** Except for the express warranties for the Cloud Software set forth above, Springbrook: (a) makes no additional representation or warrant of any kind-whether express, implied in fact or by operation of law, or statutory-with respect to Online Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose, non-infringement and title; and (c) does not warrant that Online Payments will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Springbrook to any third party.

(c) Limitation of Liability**.** Springbrook shall not be responsible or liable for any claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Customer and a Citizen, and /or Customer and a Payment Application

regarding the payment processing ("Payment Processing Disputes"), and Customer hereby agrees that it will not bring or assert any action, claim or cause of action in jurisdiction or forum against Springbrook arising from or relating to a Payment Processing Dispute.

5. Third Party Claims.

In addition to the third party claims obligations and subject to the indemnification procedures under the Agreement, Customer will indemnify and defend Springbrook against, any Claim to the extent arising from or related to: (a) improper use of Online Payments by Customer or its Authorized Users or Citizens; (b) any breach by Customer of its obligations hereunder; (c) the nature and content of all cardholder data or any related data thereto provided by customer, its Authorized Users or Citizens through use of Online Payments; (D) violation of any law or the rights of a third party by Customer through its use of Online Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access Online Payments on Customer's behalf; and (e) the terms of an agreement between Customer and a Citizen, or Customer and a Payment Application.