SPRINGBROOK PROFESSIONAL SERVICES 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. Each of Springbrook and Customer is referred to herein individually as a "**Party**" and collectively as the "**Parties**."

The Agreement governs the provision by Springbrook, and the receipt by Customer, of the Professional Services (defined below) that Springbrook provides to Customer.

1. SCOPE OF SERVICES.

(a) Subject to compliance with the terms and conditions of the Agreement, Springbrook will provide Customer with certain skilled services, such as software implementation, configuration, conversion, customization, upgrade, data extraction, diagnostic, training and/or other services (collectively "**Professional Services**") as specified in the applicable order form executed by Springbrook and Customer (each an "**Order Form**"). Any such Order Form must reference these Terms and Conditions.

(b) Each Order Form, or will include, at a minimum: (i) a description of the Professional Services and any deliverables and/or materials to be provided to Customer (each, a "**Deliverable**"); (ii) applicable fees and payment terms for such Professional Services, if not elsewhere specified, and (iii) other details regarding the Professional Services. All Order Forms will be subject to these Terms and Conditions.

(c) For certain types of Professional Services, Springbrook will prepare and make available to Customer a scope of work or cloud migration project packet before commencing such services.

(d) Customer acknowledges that data conversion services are limited to three (3) years of data.

2. CHANGE ORDERS.

If the Customer or Springbrook requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of the Professional Services described in any Order Form, the Party seeking the change will propose the applicable changes by written notice.

Within a reasonable amount of time (not to exceed four (4) business days in the case of implementation services) after receipt of written notice, each Party's designated personnel will meet, either in person or via telephone conference, to discuss and agree upon any proposed changes. Thereafter, Springbrook will prepare a change order describing the proposed changes and any associated changes in the Deliverables,

Deliverable schedule, fees and/or expenses, or other aspects of the change (each, a "Change Order").

Change Orders will not be binding until they are executed by both parties. Executed Change Orders will be deemed part of, and subject to, the Agreement. If the parties disagree about the proposed changes, they will promptly escalate the change request to their respective senior management for resolution.

In the event the Customer requires significant changes (either individually or cumulatively across Change Order(s)) which Springbrook reasonably determines are (i) a material modification of the nature or scope of Professional Services being purchased and/or (ii) significantly outside any Supported Configuration (as defined below), Springbrook may, upon no less than thirty (30) days' notice to the Customer, suspend or terminate the applicable Order Form and/or Change Order(s). In the event of any such termination or suspension, the parties will work together in finalizing agreed-upon Deliverables. Unless otherwise expressly agreed to by the Parties at the time of any such material change, Springbrook will not be deemed to have waived any of the Customer's payment obligations in respect of completed Deliverables. A "Supported Configuration" means a software configuration 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.

3. ACCEPTANCE.

(a) Acceptance. Unless indicated to the contrary in the Order Form, the Professional Services and accompanying Deliverables will be deemed accepted upon delivery.

(b) Review. Review and testing of Deliverables, if so indicated in the Order Form, shall be conducted pursuant to the acceptance criteria or test plans mutually agreed upon in writing by the Parties and shall take place within the mutually agreed timeframes established in the project plan or schedule. Absent mutual agreement to the contrary, Customer will provide Springbrook with written notification of acceptance or rejection for each Deliverable within five (5) business days of delivery (the "**Acceptance Period**"). Failure to reject a Deliverable within the Acceptance Period will be deemed acceptance. If Customer, in its reasonable and good faith judgment, determines that any submitted Deliverable does not satisfy mutually agreed-upon acceptance criteria, Customer must so notify Springbrook in writing before the end of the Acceptance Period, specifying the deficiencies in detail. Springbrook will use commercially reasonable efforts to correct such deficiencies and resubmit the Deliverable to Customer as soon as practicable.

4. OWNERSHIP RIGHTS AND LICENSES.

(a) License for Deliverables. Subject to these Terms and Conditions and upon payment of fees due under an applicable Order Form, Springbrook grants Customer a limited, non-exclusive, worldwide, nontransferable, terminable license to use the Deliverables solely for Customer's internal operations in connection with authorized use of the applicable Springbrook services. Notwithstanding any other provision of these terms and conditions, nothing herein is intended to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques, and expertise ("**Tools**") used by Springbrook to develop the Deliverables and/or provide the Professional Services.

(b) Proprietary Rights. As between the parties, Springbrook shall solely and exclusively own all right, title, and interest in the Professional Services, Deliverables, and any software provided by Springbrook, including all modifications, enhancements, and derivative works thereof and any other of Springbrook's products or services, whether created by Springbrook or Customer, together with all intellectual property and other proprietary rights therein. Customer hereby makes all assignments necessary to accomplish the foregoing ownership. None of the Professional Services or Deliverables will be deemed to constitute work product or work-for-hire inuring to the benefit of Customer.

(c) No Reverse Engineering. Deliverables constitute Springbrook Confidential Information and Customer may not reverse engineer, decompile, disassemble, translate, copy, reproduce, display, publish, create derivative works of, assign, sell, lease, rent, license or grant any interest in the Deliverables to any party except as expressly permitted by Springbrook.

(d) Conflicting Language. In the event any language conflicting with this Section 4 is added to any Order Form or Change Order, the parties expressly agree that such statement will have no effect on Springbrook's rights as set out herein.

5. COOPERATION.

(a) Customer Cooperation. Springbrook's ability to successfully perform the Professional Services is dependent upon Customer's reasonable and good faith cooperation by, without limitation: (i) allocating sufficient resources and timely performing any tasks reasonably necessary to enable Springbrook to perform its obligations under each Order Form; (ii) timely delivering any materials and other obligations required under each Order Form; (iii) providing Springbrook with access to Customer's sites and facilities during Customer's normal business hours and as otherwise reasonably required by Springbrook to perform the Professional Services; (iv) timely responding to Springbrook's inquiries related to the Professional Services; (v) assigning a project manager as a primary point of contact for Springbrook; (vi) actively participating in scheduled project meetings; and (vii) providing, in a timely manner and at no charge to Springbrook, office workspace, telephone and other facilities, suitably configured computer equipment, access to Customer's appropriate and knowledgeable employees and continuous administrative access to Customer's accounts, and coordination of onsite and telephonic meetings all as reasonably required by Springbrook.

(b) Customer Delays. Delays in Springbrook's provision of the Professional Services caused by Customer (each, a "Delay"), during any implementation period may have adverse collateral effects on Springbrook's overall work schedule. If Springbrook's performance of any of its obligations in respect of the Professional Services is prevented or delayed by any act or omission by Customer, or failure by Customer to perform any of its obligations hereunder the Agreement, such as those identified in subsection (a) above:

- Springbrook shall, without limiting its other rights or remedies, have the right to suspend performance of the Professional Services and relieve it from the

performance of any of its obligations until Customer remedies the Delay.

- Although Springbrook will use its commercially reasonable efforts to promptly resume work following a Delay, Customer acknowledges that schedules for the Professional Services may be delayed by more than the number of days delayed by Customer.

- Customer agrees that if additional time is required to complete the Professional Services as the result of Customer Delays, such time will be charged to Customer at Springbrook's then-current time-and-materials rates.

(c) Customer Postponements. If Customer wishes to postpone or fails to be available for a scheduled meeting, training session or other activity, it shall provide Springbrook with no less than two (2) business days' written notice of such postponement or non-availability. If Customer fails to provide such notice in the required time period, Springbrook's shall invoice the Customer for lost or delayed scheduled time, with a minimum charge of two (2) hours. Additional charges may apply based on the resources and preparation required for the meeting. Such liability will be in addition to the charge for the services at the time they are performed.

6. PAYMENT TERMS.

(a) Invoicing and Payment. Customer will be invoiced for the amounts and at the times set forth in the Order Form. Professional Services fees are due and payable within thirty (30) days of the invoice date.

(b) Billing Info & Overdue Charges. 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. If any Professional Service fees are not received from Customer by the due date, they will accrue interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

(c) Overdue Payments. If any amount owing by Customer hereunder for any of the Professional Services is thirty (30) or more days overdue, Springbrook may, without limiting its other rights and remedies, accelerate Customer's other unpaid fee obligations, if any, hereunder (including any Order Form) so that all such obligations become immediately due and payable, suspend the Professional Services and/or stop performance of the Professional Services until such amounts are paid in full.

(d) Taxes. Professional Services fees 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.

7. WARRANTY.

Springbrook warrants that the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner, consistent with the practices and standards of care generally accepted within and expected of Springbrook's industry. For any breach of the above warranty, Customer's sole remedy will be the re-performance of the applicable Professional Services by Springbrook. This warranty will be in effect for a period of ninety (90) days from acceptance of any Professional Services.

8. DISCLAIMER.

Section 7 sets forth the sole and exclusive warranties and remedies related to the Professional Services, Deliverables and Tools performed or provided hereunder. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

9. TERM AND TERMINATION.

(a) Term. The Agreement commences on the date of last signature on the first Order Form issued hereunder ("**Effective Date**") and will remain in effect until terminated in accordance with this section (the "**Term**"). Each Order Form will commence on the date it is last signed and will expire upon completion of the project set forth in the applicable Order Form.

(b) Cancellation. Once signed by both parties, an Order Form will be non-cancellable, except as otherwise explicitly stated in such Order Form.

(c) Termination. This Agreement will terminate automatically when any agreement for Cloud Services to which this Agreement is related and/or all Order Forms referencing this Agreement are terminated or expired. Either Party may terminate this Agreement for cause: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

(d) Effect of Termination. For the avoidance of doubt, termination under any of the foregoing subsections will not affect Customer's outstanding payment obligations to Springbrook in respect of Professional Services and Deliverables provided prior to such termination. Upon any termination of this Agreement, Customer will have no rights to continue receipt of any on-going or additional Professional Services, whether or not such Professional Services are completed prior to such termination.

(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.

10. 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) Definitions. "**Disclosing Party**" and "**Recipient**" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. "**Confidential Information**" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information, as will information that would reasonably be considered to be confidential given its nature and the circumstances under which it is disclosed. Information which qualifies as 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.

(c) Confidentiality Obligations. During the Confidentiality Term (as defined below) 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.

(d) 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 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.

(e) 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.

(f) Customer's Confidential Information. Springbrook will have the right to use any Customer Confidential Information solely for providing the Professional Services to Customer hereunder. Notwithstanding the foregoing, Springbrook may use aggregate Customer Confidential Information for Springbrook development, internal training, and other reasonable business purposes not specific to Customer or its End Users.

11. LIMITATION OF LIABILITY.

(a) Waiver of Consequential Damages. Neither Springbrook nor any other person or entity involved in creating, producing, or delivering the Professional Services, including any Deliverables, 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 Professional 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) 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 Professional

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.

12. GENERAL.

(a) Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder must 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 Professional Services (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12(a)). Customer's email address for communication and notice purposes relating to this Agreement will be set forth on the Order Form (or subsequent email addresses as advised by Customer). Customer agrees to accept emails from Springbrook at the e-mail address specified in the Order Form.

(b) 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, the export laws and regulations of the United States and other applicable jurisdictions.

(c) Relationship of Parties. Springbrook's relationship with Customer pursuant to this Agreement will be that of an independent contractor. Neither party will have any authority to bind the other, to assume or create any obligation, to enter into any agreements, or to make any warranties or representations on behalf of the other. Nothing in this Agreement will be deemed to create any agency, partnership, or joint venture relationship between the parties.

(d) Use of Contractors. Springbrook reserves the right to use third parties (who are under a covenant of confidentiality with Springbrook), including, but not limited to, offshore subcontractors to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation, and custom code development processes.

(e) 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.

(f) Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

(g) Assignment. Customer may not assign or transfer this Agreement or any Order Form hereunder,

whether by operation of law or otherwise, without the prior 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.

(h) 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.

(i) 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 the State of 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.

(j) Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals, or representations, written or oral, concerning its subject matter. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in any master agreement to which this Agreement is incorporated, any Customer Order Form or other order documentation, will be incorporated into or form any part of this Agreement unless expressly agreed to by both parties in a mutually signed writing, and all such terms or conditions will be null. Under no circumstances will the terms, conditions or provisions of any RFP, purchase order, invoice or administrative document issued by Customer in connection with this Agreement be deemed to modify, alter, or expand this Agreement, regardless of any failure of Springbrook to object to such terms, provisions, or conditions. No other act, document, usage, custom or waiver will be deemed to amend or modify this Agreement unless agreed to in writing signed by a duly authorized representative of both parties.