

## GENERAL TERMS FOR PISANO SERVICES

This **General Terms for Pisano Services** (“GTS”) together with its applicable schedules, exhibits, annexes, and attachments, including all SOWs and any future agreements (collectively, the “**Agreement**”) governs the use of the Pisano Experience Management Platform and related services. This Agreement is effective between Pisano Limited (“**Pisano**”) and the Customer identified in an executed **Service Subscription Order Form** (“**Order Form**”) as of the Effective Date specified in such Order Form.

The parties agree as follows

### **1. Definitions.**

For the purposes of this Agreement, in addition to the capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings ascribed to them as follows:

**“Acceptable Use Policy”** means Pisano’s acceptable use policy for the Service, which will be accepted by each user upon their activation of Pisano Customer Accounts;

**“Affiliate”** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

**“Control”** for purposes of this Agreement, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of the subject entity;

**“Customer Data”** means all electronic data or information submitted by Customer and/or its Users to the Service;

**“Deliverable”** means any software, studies, documentation and/or other materials prepared by Pisano for Customer;

**“Enforcement Date”** means the signature date of Service Subscription Order Form.

**“Initial Subscription Period”** means an initial subscription period for the Service as specified in a Service Subscription Order Form signed by Customer;

**“Malicious Code”** means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs;

**“Professional Services”** means the services to be provided by Pisano to Customer for the development of Deliverables, all as described in a SOW;

**“Service”** means Pisano’s Experience Management Platform service for facilitating customer feedback, interaction, and engagement;

**“Service Fee”** means the monthly fees as specified in a Service Subscription Order Form signed by Customer, which is payable by Customer to Pisano for the right to receive the Service;

**“Subscription Renewal Period”** means subscription period which is the same as Initial Subscription Period in case parties have not declared their will to terminate the agreement at the end of Initial Subscription Period.

**“Term”** has the meaning ascribed to that term in Section 10.1.

**“User”** means individual or entity who is authorized by the Customer to use the Service.

### **2. Grant of License.**

**2.1 Provision of Service.** Conditioned on the provisions in this Section 2 and the other terms and conditions of this Agreement including payment of the applicable fees, Pisano shall make the Service available to Customer during the Term and Customer’s right to use the Service during the Term shall be in accordance with any additional conditions, restrictions or parameters specified in the Service Subscription Order Form(s) executed by Pisano and the Customer. As part of the Customer’s subscription for the Service, the Customer shall be entitled to allow Customer’s Users to access the Service for the sole purpose of interacting with customers regarding their feedback.

**2.2 Customer Accounts.** Customer accounts are for use by designated employees of Customer for interacting with and administering the Service as used by Customer and cannot be shared or used by more than one employee but may be reassigned to new employees replacing former employees who are authorized by Customer to use or administer the Service.

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**2.3 Customer Affiliates.** Customer Affiliates may use the Service subject to the terms of this Agreement and the approval of Pisano. Customer shall cause each Customer Affiliate to comply with the terms and conditions of this Agreement to the full extent as if such Affiliate were a party hereto, and any act or omission relating to this Agreement by such Customer Affiliate shall be deemed an act or omission of Customer. In addition, each party may use one or more Affiliates to perform its obligations under this Agreement, provided that such use shall not affect such party's obligations hereunder and any act or omission by such Affiliate relating to this Agreement shall be deemed an act or omission of such party.

**2.4 User Interactions.** When providing Users with access to the Service, the Customer shall ensure that such Users are provided with notice of the Acceptable Use Policy and privacy principles. Pisano shall have the right to terminate access to the Service for any User who breaches the terms of service herein, the Acceptable Use Policy and/or the privacy principles.

### **3. Use of the Service.**

**3.1 Pisano Responsibilities.** Pisano shall: (i) in addition to its confidentiality obligations hereunder, not use or modify the Customer Data (except for the purposes of performing its obligations or exercising its rights under this Agreement) or disclose the Customer Data to anyone other than Customer and the applicable Users(s); (ii) maintain the security and integrity of the Service and the Customer Data; (iii) provide support to the Customer according to the signed **Service Level Agreement (SLA)**, provided as **Schedule B**. The signed SLA is an integral part of this Agreement.

Pisano shall ensure the Services do not (i) contain infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (ii) contain Malicious Code; or (viii) permit third-parties to gain unauthorized access to the Service or its related systems or networks.

**3.2 Customer Responsibilities.** The Customer is responsible for all activities that occur in Customer's accounts and for its employees' and contractors' compliance with this Agreement and the terms of service which are defined in this Agreement, privacy principles and Acceptable Use Policy. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data input by or on behalf of Customer; (ii) use commercially reasonable efforts to prevent

unauthorized access to, or use of, the Service, and notify Pisano promptly of any such unauthorized access or use; (iii) comply with all applicable local, provincial, state, federal and foreign laws in using the Service; and (iv) comply with the Acceptable Use Policy and the privacy principles that are regulated under this Agreement. (v) The trademarks, logos, and company names of Pisano or any of its affiliates and licensors used as part of the Service and the Pisano Content may not be copied, imitated, or used, in whole or in part, without the prior written consent of Pisano or any such affiliate or licensor.

**3.3 Utilization.** Customer shall not: (i) license, sublicense, sell, resell, rent/ lease, transfer, distribute or otherwise commercially exploit or make the Service available to any third party other than Users as permitted by this Agreement; (ii) use the Service to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) use the Service to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third-party privacy or publicity rights; (iv) use the Service to send or store Malicious Code; (v) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (vi) attempt to gain unauthorized access to the Service or its related systems or networks.

Pisano reserves the right to amend unilaterally its Acceptable Use Policy and privacy principles. Customer will receive written notice from Pisano at least fifteen (15) days prior to such changes taking effect. Customer's continued use of the Service after modification of the Acceptable Use Policy and privacy principles constitutes Customer's and User's acceptance of such modifications.

**3.4 Publicity.** Neither party may issue press releases relating to this Agreement without the other party's prior written consent. Each party may include the name and logo of the other party in lists of customers or vendors in accordance with the other party's standard guidelines.

**3.5 Marketing Rights** (i) Customer grants Pisano a worldwide license to use the Customer name, logo, certificate of approval and with marketing initiatives, about information on deployment of Service, including but not limited to case studies, website posts, presentations, trade shows, promotional material, and press releases; (ii) Pisano may use the trademarks or

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logos of the Customer with the prior written consent of the Customer.

**3.6 Deployment Responsibilities.** The Customer shall be responsible for the following Service deployment activities: (i) configuration information (users, surveys, channels branch lists, messaging, and logo approvals etc.) as agreed with the Customer during onboarding process. Pisano shall be responsible for the following: (i) initial Service configuration and trainer training; and (ii) configuring the Service for use by the Customer, and as described in Service solution documentation or as otherwise specified in appendix A or any Service Subscription Order Form (s) executed by the parties.

### **4. Fees and Payment.**

**4.1 Fees.** In consideration for the receipt of the Service, Customer shall pay Pisano the fees specified in the Service Subscription Order Form.

**4.2 Start of Service Usage.** Customer acknowledges and agrees that the Service will be activated for the Customer in compliance with the Service Subscription Order Form Effective Date onwards.

**4.3 Invoicing and Payment.** Fees for the Service will be invoiced and paid as specified in the Service Subscription Order Form.

**4.4 Overdue Payments.** Any payment not received from Customer within 5 business days after the due date may accrue at Pisano's discretion, late charges at 1 (one) percent per month.

**4.5 Taxes.** Pisano's fees do not include any taxes including value-added, goods and services, stamp taxes, withholding taxes, levies, duties, or similar governmental assessments of any nature, (collectively, "Taxes"). The Customer is responsible for paying all Taxes associated with its purchases hereunder, excluding taxes based on Pisano's net income or property.

**4.6 Audit Rights.** Pisano shall have the right to use the capabilities of the Service to confirm the number of Users using the Service and Customer's compliance with this Agreement.

**4.7 Suspension of Service.** If Customer has defaulted in payment for more than thirty (30) days or more in addition to any of its other rights or remedies, Pisano reserves the right to suspend the Service

provided to Customer, until such amounts are paid in full.

### **5. Proprietary Rights.**

**5.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, Pisano owns and reserves all rights, title, and interest in and to the Service. No rights are granted to the Customer hereunder other than as expressly set forth in this Agreement.

**5.2 Restrictions and Prohibitions.** The Customer acknowledges that the Service and the whole content which has been created by the ones that are not users or customers and deemed to be confidential ("Pisano Content"), constitute valuable trade secrets of Pisano and its licensors.

Customer unless otherwise agreed, shall not: (a) modify, copy, translate, reverse engineer, decompile, use as resource by diversifying or use differently disassemble, or create derivative works based on the Service; (b) combine Service or Pisano Content with other software or material; circumvent any User limits or other timing or use restrictions that are built into the Service; (c) remove any proprietary notices, labels, or marks from the Service if applicable; (d) frame or mirror any content forming part of the Service; or (e) access the Service in order to (i) build a competitive product or service, or (ii) copy any ideas, features, functions or graphics of the Service. (f) grant access to any third party any performance information or analysis relating to the Service and the Pisano Content; (g) license, sublicense, sell, convey, assign, transfer, give, lend, rent, transfer, pledge as collateral, or otherwise grant any right to any of the Service or the Pisano Content or any of Customer's rights hereunder, in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, to any person, individual, legal or personal representative, partnership, company, corporation, syndicate, association, trust or governmental body. (h) build a competitive product or service of the Service and/or the Pisano Content or a product or service with similar ideas, features, and functionality as Service and/or the Pisano Content throughout the Subscription Period. (i) copy any ideas, features of functions of the Service and/or Pisano Content throughout the Subscription Period.

The Service and the Pisano Content are protected by worldwide copyright laws and treaty provisions. Customer is obliged to comply with all copyright laws worldwide in Customer's use of the Service and the

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Pisano Content and to prevent any unauthorized copying of the Pisano Content.

Except as expressly provided herein, Pisano does not grant any express or implied right or license to Customer under any intellectual property right, including under any patent, trademark, copyright, trade secret or confidential information of Pisano or its licensors.

**5.3 Customer/User Data.** While using the Service, Customer or Users may upload certain information, data, and material, including those of Customer's and User's. Customer warrants that the Customer/User Data that Customer or any User have uploaded to Service will (i) comply with applicable laws; (ii) not contain, obscene, threatening, libelous, hateful, unjust or other illegal material; (iii) not include material containing software viruses, cookies, Trojan horses or other harmful computer codes, files scripts or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware telecommunications equipment; and (iv) not contain any content, work, name, logo or mark that infringes any intellectual property right of any person.

The Customer and each User acknowledges that Customer/User has obtained the consent to use any Personal Information (as that term is defined broadest in all legislation) contained in the Customer/User Data from the person to whom the Personal Information relates, and that Customer/User has complied with all relevant privacy laws in collecting, using, and disclosing such Personal Information.

As between Pisano and Customer, Customer exclusively owns all rights, title, and interest in and to all Customer/User Data. Pisano shall not access Customer's User accounts, including Customer Data, except to respond to service or technical problems or at Customer's request or as necessary for the operation of the Service or billing. Customer hereby grants Pisano a non-exclusive license for the Term to use and otherwise exploit the Customer Data as reasonably required to provide the Service. The forgoing license shall include the right for Pisano to use and copy the Customer Data for the purpose of creating aggregated and anonymized statistical analytics in respect to Service use and other Service and User parameters and characteristics. Pisano shall use Customer/User Data in compliance with the Privacy principles defined under this Agreement.

**5.4 Third Party Links.** The Service may contain hyperlinks to websites managed by third parties. Pisano has no control over websites owned by

third parties and Pisano makes no representation or warranty regarding, and does not endorse, any linked websites, the information appearing thereon or any of the products or Software described thereon, or the linked-party sources (including any viruses resulting from access through them), the quality of the products or Software offered, the security of performing transactions on those websites or the privacy policies on the websites in question. Links do not imply that Pisano is affiliated or associated with, or is legally authorized to use any trademark, trade name, logo or copyright symbol displayed on or accessible through the links or that any linked website is authorized to use any trademark, trade name, logo, or copyright symbol of Pisano.

**5.5 Content.** The Service may from time to time contain materials, data or information provided, posted, or offered by third parties. Pisano does not warrant the accessed content's and/or information's accuracy and completeness or any accessed recommendation, opinion, statement, or other information's credibility while using Pisano Service. Customer and any User agrees that Pisano will have no liability whatsoever to Customer for any such third-party material, data, or information. Pisano is entitled to decide on whether to fix the error or defect within a part of the Service or a part of the content and/or information accessible through the Service. Pisano may make any alterations regarding the Service and Pisano Content at any time upon Pisano's will and without being obliged to notify.

**5.6 Suggestions.** Pisano shall have a non-exclusive, royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual, unrestricted license to use or incorporate into the Service and/or any other products or services any suggestions, enhancement requests, recommendations or other feedback provided by Customer or its Users relating to the Service.

## **6. Confidentiality.**

**6.1 Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential and proprietary information of a party (the “**Disclosing Party**”) disclosed to the other party (the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement (including pricing and other terms reflected in all SOWs hereunder), the Service, business and marketing plans, technology and technical information, product designs, and business processes.

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Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

**6.2 Confidentiality.** The Receiving Party shall not disclose or use, wholly or partially copy any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission. Receiving Party may disclose Confidential Information to its affiliates, employees, representatives or similar and to the parties that have known by the Disclosing Party only if it is "compulsory" to be disclosed, and Receiving party also warrants other Party on these parties' obligations to not disclose and to protect.

**6.3 Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

**6.4. Return of Information.** In case this Agreement between the Parties has been terminated or the purpose of the Agreement no longer requires, Confidential Information if viable, shall immediately be returned to the Disclosing Party, if not viable, shall immediately be destroyed without any copy of which detained by the Receiving Party. This obligation encompasses each Party's and its affiliates' employees, representatives and similar and related Party is responsible for fulfilling.

**6.5 Ownership.** The Parties acknowledge that any intellectual property rights, right of disposition and any other rights pertain to the owner and Receiving Party does not acquire any additional right, right of disposition or benefit.

**6.6 Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

**6.7 Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) Confidential Information or does not prevent breach of confidentiality protections hereunder with fault shall compensate Disclosing Party's any damages and the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies may be inadequate.

**6.8 Personal Information.** Personal information collected via the Service (including within the Customer Data) will be subject to the Data Processing Addendum attached to this Agreement.

## **7. Warranties and Disclaimers.**

**7.1 Warranties.** Each party represents and warrants that it has the legal power to enter into this Agreement. Pisano warrants that (i) it will provide the Service in a manner consistent with general industry standards applicable to the provision thereof; (ii) the Service will not contain or transmit to Customer any Malicious Code (except for any Malicious Code contained in User or Customer-uploaded materials or otherwise originating from Customer or a User).

**7.2 Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, PISANO MAKES NO REPRESENTATIONS AND PROVIDES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. PISANO SPECIFICALLY DISCLAIMS ALL IMPLIED REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS, INCLUDING ANY REPRESENTATIONS, WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **8. Mutual Indemnification.**

**8.1. Indemnification by Pisano.** Subject to the terms and conditions of this Agreement, Pisano shall, at its own expense, defend Customer in any action, suit or proceeding alleging that (i) the Service infringes or misappropriates any patent, trademark, trade secret, copyright or any other intellectual property rights of such third party (an "IP (Intellectual Property) Claim") and (ii) unauthorized access, use, or acquisition of Customer Data (collectively, "Pisano Claims") and shall indemnify and hold the Customer harmless from and against any settlement amounts agreed in writing

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by Pisano and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against Customer by a court or tribunal of competent jurisdiction in such Pisano Claims. As conditions for such defense and indemnification by Pisano, (i) Customer shall notify Pisano promptly in writing upon becoming aware of all pending Pisano Claims; (ii) Customer shall give Pisano sole control of the defense and settlement of such Pisano Claims; (iii) Customer shall cooperate fully with Pisano in the defense or settlement of such Pisano Claims; and (iv) Customer shall not settle any Pisano Claims without Pisano's written consent, or compromise the defense of any such Pisano Claims or make any admissions in respect thereto.

**8.2 Mitigation.** If (a) Pisano becomes aware of an actual or potential IP Claim, or (b) Customer provides Pisano with notice of an actual or potential IP Claim, Pisano may, at Pisano's sole option and determination: (I) procure for the Customer the right to continue to use the Service; or (II) replace or modify the Service with equivalent or better functionality so that Customer's use is no longer infringing; or (III) if (I) or (II) are not commercially reasonable, terminate provision of the Service and refund to the Customer any prepaid Service fees for any periods after the termination of the Service, less any outstanding monies owed by the Customer to Pisano.

**8.3 Exclusions.** The obligations in Sections 8.1 and 8.2 do not extend to (1) any IP Claim based upon infringement or alleged infringement of any patent, trademark, copyright or other intellectual property right by the combination of the Service furnished by Pisano with other products, software or services not provided by Pisano; (2) any IP Claim related to any Customer Data, or (3) any IP Claim related to any use or exercise of any other right in respect to the Service outside the scope of the rights granted in this Agreement.

**8.4 Indemnification by Customer.** Subject to the terms and conditions of this Agreement, Customer shall, at its own expense, defend Pisano, its Affiliates and its and their directors, officers, employees and agents (the "Pisano Indemnitees") in any action, suit or proceeding brought by a third party against any of the Pisano Indemnitees (i) alleging that the Customer/User Data or Customer/User's use of the Service in violation of this Agreement infringes or misappropriates the intellectual property or other rights of or has otherwise harmed, a third party or has breached or otherwise violated any applicable personal information protection or privacy laws; or (ii)

arising out of or relating to any failure by Customer to advise any of its Users of the Acceptable Use Policy, Privacy principles and/or conditions of Service under the Agreement prior to inviting such Users to use the Service (collectively, any actions, suits or proceedings falling within (i) or (ii) hereinafter referred to as "Customer Claims") and shall indemnify and hold the Pisano Indemnitees harmless from and against any settlement amounts agreed in writing by Customer and/or any losses, damages, expenses or costs (including but not limited to reasonable attorneys' fees) awarded to such third party against any of the Pisano Indemnitees by a court or tribunal of competent jurisdiction in any such Customer Claim. As conditions for such defense and indemnification by Customer, (i) Pisano shall notify Customer promptly in writing upon becoming aware of all pending Customer Claims; (ii) Pisano shall give Customer sole control of the defense and settlement of such Customer Claims; (iii) Pisano shall cooperate fully with Customer in the defense or settlement of such Customer Claims; and (iv) Pisano shall not settle any Customer Claims without Customer's written consent, or compromise the defense of any such Customer Claims or make any admissions in respect thereto.

## **9. Limitation of Liability.**

**9.1 Limitation of Liability.** IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE GREATER OF 500,000 OR THE AMOUNTS ACTUALLY PAID BY AND DUE FROM THE CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

**9.2 Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, LOST SAVINGS OR OTHER SIMILAR PECUNIARY LOSS) HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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**9.3 Certain Damages Not Excluded.** NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM ANY INFRINGEMENT AND/OR MISAPPROPRIATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; (III) ANY CLAIMS FOR NON-PAYMENT; (IV) EACH PARTY'S INDEMNIFICATION OBLIGATION IN THIS AGREEMENT; (V) DAMAGES ARISING FROM A BREACH OF THE DATA PROCESSING ADDENDUM; (DAMAGES ARISING FROM THE UNAUTHORIZED ACCESS, USE, OR ACQUISITION OF CUSTOMER DATA .

### **10. Term and Termination.**

**10.1 Term of Agreement.** Customer's subscription for the Service will be as specified in the Service Subscription Order Form. At the end of the initial Subscription Period and thereafter at the end of any Subscription Renewal Periods, Customer's subscription for the Service will be automatically renewed for additional 1 (one) year Subscription Renewal Periods, unless either party gives written notice of non-renewal to the other party at least 60 (sixty) days prior to the end of the initial Subscription Period or the then-current Subscription Renewal Period. Collectively, the initial Subscription Period and any subsequent renewal Subscription Periods shall constitute the "Term".

**10.2 Termination for Cause.** A party may terminate this Agreement for cause: (i) upon 60 days written notice of a material breach to the other party 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, liquidation, or assignment for the benefit of creditors. Upon any termination for cause by Customer, Pisano shall refund Customer any prepaid fees for any periods after the termination of the Agreement.

**10.3 Outstanding Fees.** Termination shall not relieve the Customer of the obligation to pay any fees accrued or payable to Pisano prior to the effective date of termination.

**10.4 Surviving Provisions.** The following provisions shall survive any termination or expiration of this Agreement: Sections 4 through 11.

### **11. General Provisions.**

**11.1 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**11.2 No Third-Party Beneficiaries.** Except as expressly provided in this Agreement, there are no third-party beneficiaries to this Agreement.

**11.3 Notices.** All notices under this Agreement shall be in writing and shall be deemed to be valid if delivered by return receipt requested mail or courier to addresses stated below:

**Notices to be sent to Pisano:** 9th Floor 107 Cheapside, London, United Kingdom, EC2V 6DN

**Notices to be sent to the Customer:** Customer Address as specified in the Service Subscription Order Form.

or any other address to be notified from time to time pursuant to provisions of this article.

Parties shall inform other Party on any changes of their addresses by return receipt requested mail. If not, notifications made to the addresses stated in this Agreement deemed to be valid.

**11.4 Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall 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.

**11.5 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall 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 shall remain in effect.

**11.6 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, each party may assign this Agreement in its entirety (including all SOWs), without consent of the other party, (i) in connection with a merger, acquisition, corporate reorganization,

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or sale of all or substantially all of its business, stock, or assets or (ii) in case of Service to be provided by any affiliates of Pisano Limited, Pisano may assign this Agreement in its entirety (including all SOWs), without consent of the other party. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**11.7 Governing Law.** This Agreement shall be governed and interpreted by the laws of England and Wales.

**11.8 Force Majeure.** Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes, labor problems (other than those involving the employees of the affected party), computer, telecommunications, Internet service provider or hosting facility failures or delays involving hardware, software or power systems not within a party's possession or reasonable control, provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.

**11.9 Entire Agreement.** This Agreement, including all schedules, exhibits and addenda hereto and all SOWs and Service Subscription Order Forms constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals, or representations, written or oral, concerning its subject matter. The provisions in the Terms of Service shall not apply to Customer's use of the Service but shall apply to Customer's Users use of the Service. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any schedule, exhibit, or addendum hereto or any SOW or Service Subscription Order Form, the terms of such schedule, exhibit, addendum, SOW or Service Subscription Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or in any other Customer order documentation shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**11.10 Counterparts.** This Agreement has been executed as one original document and this document shall be kept by Pisano. The Customer, upon request, may receive a copy thereof.