

OSF Software Terms

These OSF Software Terms (“**Terms**”) apply to any executed Order (defined below) between the entity set forth on the applicable Order (“**you**” or “**Customer**”) and OSF Global Services Inc. or the applicable OSF Affiliate listed on the Order (“**OSF**”). References to this “**Agreement**” refer to these Terms and the applicable Order. These Terms only gives you some rights to use Software and/or any related Service(s). OSF reserves all other rights. Each Order is solely between you and the OSF entity listed on the Order. By executing an Order manually or electronically, submitting payment information to subscribe for the Software or Services, clicking the “I Accept” button displayed on AppExchange (defined below), or installing the Software, you agree to the provisions of this Agreement. You may not access the Software or Services if you are a direct competitor of OSF. In addition, you may not access the Software or Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking purposes.

BY ACCEPTING THE AGREEMENT AS DESCRIBED ABOVE, YOU (1) ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT; (2) REPRESENT THAT YOU ARE OF LEGAL AGE TO FORM A BINDING CONTRACT; AND (3) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT, PERSONALLY OR, IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, ON BEHALF OF THAT ENTITY AND TO BIND SUCH ENTITY TO THE TERMS OF THIS AGREEMENT IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, OR IF YOU DO NOT HAVE SUCH AUTHORITY, YOU MUST NOT ACCEPT THIS AGREEMENT OR ACCESS, USE OR INSTALL THE SOFTWARE OR SERVICES.

1. Definitions

- 1.1. “**Affiliate**” means, with respect to any entity, any other entity which directly or indirectly controls, is controlled by or is under common control with such entity.
- 1.2. “**AppExchange**” means the online marketplace operated by Salesforce.com, Inc. where users can access and download various applications and services that are built on the Salesforce platform, located at <http://www.salesforce.com/appexchange> or at any successor websites.
- 1.3. “**Documentation**” means OSF’s standard user manuals and/or related documentation for the Software or a Service, as amended by OSF from time to time.
- 1.4. “**Free Software**” means Software that OSF licenses to you at no charge.
- 1.5. “**License Key**” means the data used by the Software's access control mechanism that allows you to install, operate, and use the Software.
- 1.6. “**Non-OSF Apps**” mean software applications, extensions, services or other functionality, whether web-based, mobile, offline or otherwise, that are provided by you or a third party that interoperate with the Software, including Salesforce.
- 1.7. “**Order**” means an order form or enrollment page specifying the Software licensed or Service provided thereunder. Orders are entered into between you or one of your Affiliates and OSF or one of its Affiliates.
- 1.8. “**Service**” means access to the features and functions of certain Software that is ordered by you under an Order, as hosted by OSF.
- 1.9. “**Software**” means the executable, object code version(s) of OSF’s proprietary software ordered by you pursuant to an Order, together with any updates, patches, upgrades, modifications, fixes and enhancements provided to you, and any complete or partial copies thereof permitted to be made by this Agreement.
- 1.10. “**Subscription Term**” means the period specified in the Order for which you may use the Software or access the Service.
- 1.11. “**Third Party Software**” is software, including open source software, within or provided with the Software and is licensed by a third party under its own terms of use (“**Third Party Terms**”).

2. License.

- 2.1. **Grant.** Subject to the terms and conditions of this Agreement and any applicable restrictions in an Order (e.g., users), OSF grants you a limited, worldwide, non-transferable, non-sublicensable, non-exclusive license during the applicable Subscription Term to use the Software and/or access the Service in conjunction with one (1) Salesforce production organization and unlimited sandboxes. All Software and Documentation will be delivered electronically unless otherwise specified on the applicable Order.
- 2.2. **Restrictions.** Except as expressly permitted by law, you must not, and must not allow any third party to: (i) sublicense, sell, rent, lease, transfer, assign, or distribute the Software or access to the Service; (ii) host the Software for the benefit of third parties; (iii) disclose or permit any third party to access the Software or Service, except for a third party working on your behalf, provided you ensure such third parties comply with this Agreement and do not use the Software for their own benefit; (iv) hack or modify the License Key, or avoid or change any license registration process; (v) disassemble, decompile, or otherwise reverse engineer the Software or Service or attempt to derive any of its source code, in whole or in part; (vi) modify, obscure, or delete any proprietary rights notices included in or on the Software or Documentation; (vii) use the Software or Service in a way that has a detrimental impact on OSF’s ability to provide Software or Service, as applicable, to their other customers; or (viii) otherwise use the Software in a manner not expressly permitted by this Agreement.
- 2.3. **Additional Users for Service.** For any Service, “**User**” means an individual who accesses or uses the Service through your account, regardless of whether the individual is actively using the Service at any given time. The number of initial Users is set forth on each Order. You may add additional Users (“**Additional Users**”), by submitting a request to OSF by email. If OSF accepts the request, the term of the Additional Users’ access to the Service will be coterminous with the preexisting subscription term. If you are billed based on the number of Users, You are

responsible for additional fees for the Additional Users for a prorated portion of the subscription term. Subject to any conditions in the Order, you may reduce the number of Users for any renewal term by notifying OSF in writing at least 30 business days prior to the commencement of such term. You are responsible for the acts and omissions of your Users.

2.4. No Support. Unless otherwise set forth in a separate services agreement, OSF will not provide and is in no way required to provide any support, maintenance, or other services in connection with the Software, and you are solely responsible for implementing and testing the Software.

2.5. Free Software. OSF may make Free Software available to you. Use of Free Software is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Free Software is provided to you without charge up to certain limits as described in the Documentation. You agree that OSF, in its sole discretion and for any or no reason, may terminate your license to any or all Free Software, with or without prior notice and without any liability.

2.9 Free Trials. If you register through the AppExchange for a free trial to any Software or Service, you may be granted a license to the Software or access to the Service until the earlier of (a) the start date of any Subscription Term for such Software or Service, or (b) termination by OSF in its sole discretion. Additional trial terms and conditions may appear in the Documentation. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. ANY DATA YOU ENTER INTO THE SOFTWARE, AND ANY CUSTOMIZATIONS MADE TO THE SOFTWARE FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. NOTWITHSTANDING THE "LIMITED WARRANTY" SECTION AND "INDEMNIFICATION BY OSF" SECTION BELOW, DURING THE FREE TRIAL THE SOFTWARE IS PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND OSF SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE OSF'S LIABILITY WITH RESPECT TO THE SOFTWARE PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED TEN DOLLARS (\$10.00). WITHOUT LIMITING THE FOREGOING, OSF AND ITS AFFILIATES DO NOT REPRESENT OR WARRANT THAT YOUR USE OF THE SOFTWARE DURING THE FREE TRIAL PERIOD WILL MEET YOUR REQUIREMENTS OR BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, YOU ARE FULLY LIABLE UNDER THIS AGREEMENT TO OSF AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE SOFTWARE DURING THE FREE TRIAL PERIOD.

3. Relationships to Third Party Services.

3.1. Relationship to Salesforce. You acknowledge and agree that (i) access to and use of the Software and Service may be dependent upon the availability and proper functioning of Salesforce and your particular account and instance within

Salesforce, and (ii) OSF has no control over such availability or functioning of Salesforce or your Salesforce account. OSF specifically disclaims responsibility and liability for any inability to access or use the Software, or degradation of the performance of the Software, to the extent caused by issues, problems, or malfunctions of, or inaccessibility to, Salesforce, your account, or other third party owned or controlled technology, and you are solely responsible for the configuration of Salesforce instance and all technology and services necessary to access and use the Internet and your Salesforce instance. You recognize and agree that the Software and Service may run entirely within Salesforce, and that OSF will be unable to provide the Software or Services and will have no liability in the event Salesforce is unavailable for any reason. OSF is not responsible or liable for any nonperformance of Service arising from planned or unplanned downtime of Salesforce. No rights are granted by OSF related to Salesforce, the AppExchange or any other product or service offered by Salesforce.

3.2. Third Party Software. The Software may include or utilize Third Party Software. Third Party Software is governed solely by the applicable Third Party Terms and not by these Terms. Certain software code incorporated into or distributed with the Software may be licensed by third parties under various "open-source" or "public-source" software licenses (such as the GNU General Public License, the GNU Lesser General Public License, the Apache License, the Berkeley Software Distribution License, and the Sun Public License) (collectively, the "**Open Source Software**"). Notwithstanding anything to the contrary in this Agreement, the Open Source Software is not licensed under Section 2.1 and instead is separately licensed pursuant to the terms and conditions of their respective open-source software licenses. You agree to comply with the terms and conditions of such open-source software license agreements.

3.3. Non-OSF Apps. The Software may contain features designed to interoperate with Non-OSF Apps. If you enable, access or use any Non-OSF App, the following apply: (a) your use of each Non-OSF App is subject to the applicable terms between you and the Non-OSF App provider, and you will comply with those terms; (b) any exchange of data or other information between you and any Non-OSF App you use is solely between you and the applicable third-party provider; (c) OSF does not warrant or support Non-OSF Apps or other third-party products or services; and (d) you will be responsible for the interoperation of any Non-OSF App with your use of the Software. OSF does not guarantee the continued availability of any Non-OSF App or related features, and may cease providing without entitling you to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-OSF App ceases to make the Non-OSF App available for interoperation with the Software in a manner acceptable to OSF. Use of your data by the Non-OSF App is governed by your agreement with the Non-OSF App provider. OSF is not responsible for any disclosure, modification, use or deletion of your data or other information resulting from any such access by Non-OSF Apps or their provider(s).

4. Confidentiality and Intellectual Property.

4.1. Ownership. The Software is licensed, not sold. Notwithstanding anything to the contrary contained herein,

except for the limited license rights expressly provided herein, OSF and its licensors have and will retain all rights, title and interest (including, without limitation, all intellectual property rights) in and to the Software, Documentation, and all copies, modifications and derivative works thereof (including any changes which incorporate any of your ideas, feedback or suggestions). You acknowledge that you are obtaining only a limited license right to the Software and that irrespective of any use of the words “purchase”, “sale” or like terms hereunder no ownership rights are conveyed to you under this Agreement.

4.2. Feedback. To the extent you provide OSF with feedback related to the Software, you grant OSF and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, distribute, disclose, and make and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback related to the Software. OSF agrees that all such feedback is provided “as is”.

4.3. Restrictions. Each party agrees that all code, inventions, know-how, business, technical and financial information it obtains (“**Receiving Party**”) from the disclosing party (“**Disclosing Party**”) constitute the confidential property of the Disclosing Party (“**Confidential Information**”), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Any software (including Software), pricing, documentation or technical information provided by OSF (or its agents), performance information relating to the Software, and the terms of this Agreement will be deemed Confidential Information of OSF without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not disclose any Confidential Information to anyone other than its affiliates, employees and consultants (“**Representatives**”) who have a need to know and who agree in writing to keep the information confidential on terms no less restrictive than those contained in this Agreement. Both OSF and you will ensure that their respective Representatives comply with this Agreement and will be responsible for any unauthorized use or disclosure of Confidential Information by such Representatives. The Receiving Party’s nondisclosure obligation will not apply to information which the Receiving Party can document: (a) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (b) is or has become public knowledge through no fault of the Receiving Party; (c) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (d) is independently developed by employees of the Receiving Party who had no access to such information; or (e) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party, the Disclosing Party will be entitled to seek appropriate equitable relief in addition to whatever other remedies it might have at law.

4.4. Security of Software. The Software or Service may be a native Salesforce.com application that automatically adheres to the security settings you have already established with Salesforce. Data entered in the Software or Service and generated by the Software or Service will be stored in your Salesforce.com system and not accessible to the OSF. Your agreement with Salesforce will establish terms for the privacy, security and integrity of that data. You recognize and agree that: (a) the Software and Service operate within the Salesforce platform to receive data; and (b) the security of any such data is the responsibility (if any) of Salesforce.com and not of OSF.

5. Fees.

5.1. Payment. You will pay all fees associated with the Software and Services as set forth in the Order. All payments will be made in U.S. Dollars, unless another currency is noted on the applicable Order, within thirty (30) days of the date of the applicable invoice. Fees are generally paid annually in advance and are non-refundable.

5.2. Non-Payment If any invoiced amount is not received by OSF by the due date, then without limiting OSF’s rights or remedies, (i) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, (ii) OSF may terminate your license (and disable your License Keys); and/or (iii) OSF may condition future renewals and Orders on payment terms shorter than those specified above.

5.3. Taxes. The fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with licenses hereunder. If OSF has the legal obligation to pay or collect Taxes for which you are responsible under this section, OSF will invoice you and you will pay that amount unless you provide OSF with a valid tax exemption certificate authorized by the appropriate taxing authority. OSF is solely responsible for taxes assessable against it based on its income, property and employees.

6. Term and Termination.

6.1. Subscription Term. The term of each Subscription Term is as specified in the applicable Order. Except as otherwise specified in an Order, any Subscription Term will automatically renew for additional one year terms, unless either party gives the other written notice (email acceptable) at least thirty (30) days before the end of the relevant Subscription Terms. Pricing for any renewal term may be adjusted by a rate matching your country’s Consumer Price Index during the last Subscription Term. If your Order was through the AppExchange, your initial term will be based on the payment frequency selected on the AppExchange (e.g., one month for monthly or one year for annually), and the term will automatically renew for additional terms of the same duration unless not renewed as set forth above.

6.2. Termination. Either Party may terminate this Agreement and/or an Order immediately upon notice if the other Party breaches a material obligation under this Agreement and fails to cure the breach within thirty (30) days from receiving notice thereof. OSF may terminate this Agreement and/or an Order

immediately upon written notice without giving a cure period if you breach any terms relating to OSF's intellectual property (including compliance with the license grant and any license restrictions). In case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial will constitute notice of termination.

6.3. Effect of Termination. When an Order terminates or expires, as to that Order: (i) the Subscription Term for any Software will immediately end and you will no longer have the right to use the Software; (ii) if any Fees were owed prior to termination, you must pay those Fees immediately; and (iv) you must destroy all copies of the Software in your possession.

6.4. Survival. Any terms or sections which by their nature should reasonably survive will survive the termination or expiration of this Agreement or an Order.

7. Limited Warranties and Disclaimer.

7.1. Limited Warranty. OSF warrants that the Software will operate in substantial conformity with the Documentation for the first ninety (90) days of the Subscription Term. This will not apply if you modify the Software or if you use the Software in any way that is not expressly permitted by this Agreement and the Documentation. OSF's sole liability (and your exclusive remedy) for any breach of this warranty will be, in OSF's sole discretion, to use commercially reasonable efforts to provide you with an error-correction or work-around which corrects the reported non-conformity, or if OSF determines such remedies to be impracticable within a reasonable period of time, to refund the fees paid for the applicable Software. For the avoidance of doubt, this warranty applies only to the initial Delivery of Software under an Order and does not renew or reset, for example, with renewal Subscription Terms.

7.2. Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SOFTWARE IS PROVIDED "AS IS". NEITHER OSF NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. YOU MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, WILL BE LIMITED TO THE WARRANTY PERIOD.

8. Limitation of Remedies

8.1. Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR LOSS OF PROFITS, REVENUE, OR DATA) OR FOR THE COST OF OBTAINING SUBSTITUTE PRODUCTS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY'S TOTAL

CUMULATIVE LIABILITY UNDER ANY ORDER FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY EXCEED THE FEES ACTUALLY PAID TO OSF DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY UNDER SUCH ORDER.. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES).

8.3. Exceptions. The exclusions and limitations set forth in this Section will not apply to liability arising out of (1) your non-compliance with the license grant or license restrictions in Section 2; (2) a Party's defense obligations in Section 9; or (c) a Party's breach of its confidentiality obligations. The parties agree that the limitations specified in this Section 8 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

9. Indemnification

9.1. By OSF. OSF will defend you against any claim brought by an unaffiliated third party to the extent it alleges your authorized use of the Software infringes a copyright, patent, or trademark or misappropriates a trade secret of an unaffiliated third party. If OSF is unable to resolve any such claim under commercially reasonable terms, it may, at its option, either: (a) modify, repair, or replace the Software (as applicable); or (b) terminate your subscription and refund any prepaid, unused subscription Fees. OSF will have no obligation under this Section for any such claim arising from: (i) any Non-OSF Apps; (ii) your unauthorized use of the Software or (iii) your modification of the Software. THIS SECTION SETS FORTH THE ENTIRE OBLIGATION OF OSF AND YOUR EXCLUSIVE REMEDY FOR ANY ALLEGED OR ACTUAL INFRINGEMENT OF INTELLECTUAL PROPERTY.

9.2. By You. You will defend OSF against any claim brought by an unaffiliated third party arising from: (i) any Non-OSF Apps; (ii) your unauthorized use of the Software or (iii) your modification of the Software.

9.3. Process. The Parties will defend each other against third-party claims, as and to the extent set forth in this Section 9 and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending Party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The Party being defended must provide the defending Party with all requested assistance, information, and authority. The defending Party will reimburse the other Party for reasonable out-of-pocket expenses it incurs in providing assistance, and will not settle or make any admissions with respect to a third-party claim without the other Party's prior written consent, not to be unreasonably withheld or delayed. This Section 9 describes the Parties' sole remedies and entire liability for such claims.

10. General.

10.1. Entire Agreement. This Agreement, including each Order, constitutes the entire agreement and understanding of the Parties with respect to its subject matter, and supersedes all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties with respect to its subject matter. The terms of any purchase order, written terms or conditions, or other document that you submit to OSF that contains terms that are different from, in conflict with, or in

addition to the terms of this Agreement or any Order will be void and of no effect. There are no third-party beneficiaries under this Agreement. In the event of a conflict between this Agreement and an Order, an Order will govern with respect to that order only. These Terms will govern your usage of all Software, even if you have a separate agreement for services with OSF, and you and OSF expressly agree that these Terms will control, notwithstanding anything to the contrary in such other agreement related to the Software.

10.2. Compliance. You must comply with all applicable laws and regulations, including, but not limited to, export control, data protection and employment laws and regulations, in your use of the Software. You will not violate your contract with any third party in connection with your use of the Software.

10.3. Assignment. Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the other Party's prior written consent, such consent not to be unreasonably withheld, and any attempt to do so will be null and void, except that OSF may assign this Agreement to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of its business or assets.

10.4. Severability. If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement will otherwise remain in effect.

10.5. Governing Law. Excluding conflict of laws rules, this Agreement will be governed by and construed under: (a) the laws of Australia if you are located in Australia or New Zealand; (b) the laws of England if you located in Europe; or (c) the laws of the Delaware (USA) if you are located in any other location. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act, as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction, do not apply to this Agreement.

10.6. Arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement, including the formation, interpretation, breach or termination thereof, including whether the claims asserted are arbitrable, will be referred to and finally determined by arbitration in accordance with the JAMS International Arbitration Rules. The Tribunal will consist of one arbitrator and the place of arbitration will be Washington D.C. and the language to be used in the arbitral proceedings will be English. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The decision of the arbitrators shall be final and binding as to any matters submitted to them under this Agreement. Nothing in this section will restrict OSF's right to bring an action (including for example a motion for injunctive relief) against you in the jurisdiction where your place of business is located and in the event of any breach or apparent breach by Customer of the provisions of this Agreement, OSF shall be entitled, in addition to all other remedies, to an injunction, whether interlocutory or preliminary, and to any other equitable relief, before any court, restraining any such breach, without recourse to arbitration. Customer agrees to submit to the jurisdiction of, and agrees that

venue is proper in, the aforesaid courts in any such legal action or proceeding.

10.7. Notices. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim, which shall clearly be identifiable as such, the day of sending by email. Billing-related notices to you will be addressed to the relevant billing contact designated by you. All other notices to you will be addressed to the relevant system administrator designated by you. Notices to OSF shall be sent to legalnotices@osf.digital.

10.8. Amendment. OSF reserves the right to amend this Agreement at any time and will update the terms and conditions of this Agreement in the event of any such amendments, provided that changes to this Agreement will become effective upon the anniversary of your then-current Subscription Term. This Agreement and any addenda, including an Order, must control and no modification, change, or amendment of this Agreement will be binding upon the Parties or supersede the terms of this Agreement unless it is in writing, and is duly signed by each Party's authorized representative

10.9. Independent Contractors. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

10.10. Audit Rights. Upon OSF's written request, you will certify in a signed writing that your use of the Software is in full compliance with the terms of this Agreement. With reasonable prior notice, OSF may audit your use of the Software and compliance with this Agreement, provided such audit is during regular business hours. If such inspections or audits disclose that you have installed, accessed or permitted access to or use of the Software in a manner that is not permitted under this Agreement, then OSF may terminate this Agreement pursuant to Section 6 and you are liable for the reasonable costs of the audit in addition to any other fees, damages and penalties OSF may be entitled to under this Agreement and applicable law.

10.11. Force Majeure. OSF will be excused from liability to the extent that it is unable to perform any obligation under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, strikes, riots, acts of war, epidemics, or power, telecommunication or network failures.

10.12. Publicity. OSF may identify you as a client in OSF's marketing materials and proposals, whether in printed or electronic media. When doing so, OSF may use your logo to identify you, so long as no modification is made to the logo (other than, where applicable and appropriate, displaying a color logo in grayscale). To opt out of this grant, you must enter into a separate signed agreement with OSF that provides for the opt-out; OSF will consider entering into such written agreements on a case-by-case basis.

10.13. Language. Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement will be exclusively the

English language version. It is the express wish of the parties that this Agreement and all related documents are in English.

10.14. **Waiver.** A Party's obligations under this Agreement must only be waived in a writing signed by an authorized representative of the other Party, which waiver will be effective only with respect to the specific obligation described. No failure or delay by a Party to this Agreement in exercising any right

hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right hereunder at law or equity.

10.15. **International Provisions.** If you are domiciled in France, Italy, Spain, Germany, or the United Kingdom, the applicable provisions of Appendix 1 apply.

APPENDIX 1

1. **Local Law Requirements: France.** With respect to Customers domiciled in France:

- If Customer is domiciled in France, to the extent Customer is subject to Article L.1111-8 (or any successor thereto) of the French public health code (Code de la Santé Publique), Customer shall abide by the Global Information Security Policy for the Healthcare Sector (PGSSI-S) pursuant to Article L.1110-4-1 (or any successor thereto) of the aforementioned code.
- To the extent permitted under applicable law, the provisions of Article 1222 and 1223 of the French Civil Code shall not apply.
- The Parties agree that this Agreement and/or any Documentation and other information or policies referenced or attached to this Agreement may be in English.
- For the avoidance of doubt, any third parties, including those Customer contracted with to provide consulting and/or implementation services in relation to the Services, are independent of OSF and OSF shall in no event be responsible for their acts or omissions, including when such acts or omissions impact Customer's use of the Services.
- In the event of any conflict between any statutory law in France applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

2. **Local Law Requirements: Italy.** With respect to Customers domiciled in Italy:

- The parties acknowledge that invoices are also be submitted electronically by OSF through the Agenzia delle Entrate's Exchange System (SDI – Sistema di Interscambio) and any delay due to the SDI shall not affect the foregoing payment term. The invoice will be issued in electronic format as defined in article 1, paragraph 916, of Law no. 205 of December 27, 2017, which introduced the obligation of electronic invoicing, starting from January 1, 2019, for the sale of goods and services performed between residents, established or identified in the territory of the Italian State. Any error due to the provision by Customer of incorrect or insufficient invoicing information preventing (a) OSF to successfully submit the electronic invoice to the SDI or (b) the SDI to duly and effectively process such invoice or (c) which, in any event, requires OSF to issue an invoice again, shall not result in an extension of the payment term, and such term shall still be calculated from the date of the original invoice. OSF reserves the right to provide any invoice copy in electronic form via email in addition to the electronic invoicing described herein.
- If subject to the "split payment" regime, Customer shall be exclusively responsible for payment of any VAT amount due, provided that Customer shall confirm to OSF the applicability of such regime and, if applicable, Customer shall provide proof of such VAT payment to OSF and, if applicable, Customer shall provide proof of such VAT payment to OSF.
- If any invoiced amount is not received by OSF by the due date, then without limiting OSF's rights or remedies, OSF may condition future subscription renewals and Orders on payment terms shorter than those specified in the "Payment" section above.
- Customer acknowledges that OSF has adopted an Organization, Management and Control Model pursuant to Legislative Decree 231/2001 to prevent crimes provided for therein and commits to comply with the principles contained in the above Legislative Decree 231/2001 and in the OSF Code of Conduct and agrees that the violation of the principles and the provisions contained in Legislative Decree 231/2001 and in the OSF Code of Conduct by Customer may entitle OSF, based on the severity of the violation, to terminate this Agreement for cause.

3. **Local Law Requirements: Spain.**

- In the event of any conflict between any statutory law in Spain applicable to Customer, and the terms and conditions of this Agreement, the applicable statutory law shall prevail.

4. **Local Law Requirements: Germany.**

- Notwithstanding anything to the contrary in the Agreement, OSF is also not liable for acts of simple negligence (unless they cause injuries to or death of any person), except when they are caused by a breach of any substantial contractual obligations (vertragswesentliche Pflichten).

5. **Local Law Requirements: United Kingdom.**

- this Agreement is the entire agreement between OSF and Customer regarding Customer's use of Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Agreement except as expressly stated in this Agreement. Neither party shall have any remedy in respect of any untrue statement made by the other upon which that party relied in entering this Agreement (unless such untrue statement was made fraudulently) and that party's only remedies shall be for breach of contract as provided in this Agreement. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Orders) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

- A third party who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of such third party which exists or is available apart from that Act.