

Aceyus Customer Subscription Agreement

Updated July 19, 2022

*This Customer Subscription Agreement (including any applicable Order, this “**Agreement**”) governs Customer’s access to and use of Aceyus software provided or otherwise made available on a subscription basis by Aceyus, Inc. (“**Aceyus**”), with an address at 11111 Carmel Commons Boulevard, Suite 210 Charlotte, NC 28226, or by an authorized Aceyus reseller (“**Reseller**”). This Agreement also provides terms for the Services provided by Aceyus to Customer.*

*This Agreement is a legally binding contract between Aceyus and the End User (“**Customer**”) accepting this Agreement by either: (a) signing this Agreement or an Order that refers to this Agreement, (b) clicking on an “Accept” button or otherwise indicating acceptance when accessing the Software or Services, and/or (c) using the Software or Services. The individual accepting this Agreement on behalf of Customer represents that he or she has the authority to enter into this Agreement and bind Customer.*

If Customer does not agree to be bound by the terms of this Agreement, then Aceyus does not grant Customer a subscription to the Software or Services.

1. Definitions

The following defined terms have the meanings indicated below. Other capitalized terms have the meaning assigned to them elsewhere in this Agreement.

(a) “**Active Named Agent**” means a single individual contact center agent who is an employee or contractor of Customer, and whose activity and/or call/contact record information has been captured from any of the Data Sources through use of the Software within the previous thirty (30) days.

(b) “**Authorized User**” means any current Customer employee or contractor who is provided access to the Software in accordance with this Agreement and the Documentation.

(c) “**Customer Data**” means all data uploaded or otherwise provided to Aceyus by Customer and its Authorized Users by or through use of the Services.

(d) “**Customer-Supplied Components**” mean the Data Sources, third-party software, connectivity, web browser versions, minimum internet speeds, and other items that Customer provides or is required to provide for use of the Software. Unless Aceyus has agreed to supply the cloud infrastructure for the VUE Cloud Service, then Customer-Supplied Components include the server hardware, database, operating system, cloud requirements, and other Software requirements as specified by Aceyus. The Customer-Supplied Components are specified in the Documentation, the Order, and/or the Statement of Work.

(e) “**Data Source**” means a Customer database containing Customer Data that is connected to the Software.

(f) “**Deployment Services**” mean the setup, training, Data Source connection, and other implementation services provided by Aceyus, as agreed by the parties in the Order.

(g) “**Documentation**” means the user manuals, operating manuals, and other documentation delivered or otherwise made available by Aceyus for use with the Software and the Services.

(h) “**Initial Deployment Date**” means the date that the Software is operational and has connected to and pulled Customer Data from any Data Source.

(i) “**Operational Data**” means statistical, meta, usage and other operational data and information related to Customer’s use of the Software and Services, including, without limitation, statistical and performance information related to the provision, operation or improvement of the Software and Services. Operational Data excludes any personally identifiable information.

(j) “**Order**” means a statement of work, order form, or other document that is signed or electronically accepted by Aceyus (or its Reseller or agent) and Customer, that references this Agreement, and that specifies as applicable the Software, subscription period, Services provided, fees, usage limitations, and other applicable terms and restrictions.

(k) “**Professional Services**” mean the consulting, custom integration, custom report and custom dashboard building, and other professional services provided by Aceyus, as agreed by the parties in one or more Statements of Work and/or in the Order.

(l) “**Sandbox**” means any independent instance of the Software that is used only for non-production purposes and with non-production Data Sources. Sandbox systems are limited in performance and capabilities.

(m) “**Services**” mean, collectively and as applicable, the VUE Cloud Service, the Deployment Services, the Professional Services, and the Support and Maintenance Services.

(n) “**Software**” means and refers to the proprietary Aceyus software products that are agreed by the parties in Orders, including all new releases, updates and error corrections thereto made available to Customer.

(o) “**Support and Maintenance Services**” mean the support and maintenance services provided under this Agreement.

(p) “**Term**” means the Initial Term and any Renewal Term, each as defined below.

(q) “**VUE Cloud Service**” means the delivery of the Software through the Cloud, and/or licensing of the Software for use on a cloud infrastructure, as agreed by the parties in an Order. The cloud infrastructure associated with the VUE Cloud Service may be maintained and procured by: (i) Aceyus, (ii) a Reseller, or (iii) Customer. The Order will delineate who is responsible for maintaining and delivering the infrastructure for the VUE Cloud Service.

2. Subscription

(a) Subscription. Subject to the terms of this Agreement including the payment of all applicable fees, Aceyus hereby grants Customer the non-exclusive, non-transferable, and non-sublicensable right and license to use and access the Software (in executable code form only) and the Services during the Term solely for the business purposes of Customer. The Order may contain limitations on the number of Active Named Agents and other agreed limitations on Customer’s use of the Software. Customer agrees to use the Software and Services in compliance with all applicable laws, the Documentation, the Order, and this Agreement. Customer has no right to use Sandboxes unless expressly specified in the Order.

(b) Connection of Data Sources. Customer will make Customer's Data Sources readily available and accessible to Aceyus so that the Software can be configured to access and extract the data from Customer's Data Sources and load the relevant Customer Data on the Software. Customer agrees: (a) to cooperate with Aceyus in providing Aceyus with access to the Data Sources and Customer Data, including assisting with the installation of any connectors provided by Aceyus for the identified Data Sources and to make those Data Sources available to the Software; (b) to make available to Aceyus Customer subject matter experts, including subject matter experts in the Data Sources; and (c) to make available in a timely manner all technical documentation, business process information, and other documents that are necessary to aid in the implementation of the connectors for the relevant Data Sources.

(c) Authorized Users and Access Controls. Customer may authorize its employees and contractors to be Authorized Users, per the procedures in this Agreement and the Documentation. Customer shall use commercially reasonable efforts to prevent unauthorized access to the Software and is responsible for identifying and authenticating all Authorized Users, for approving access by Authorized Users to the Software, for controlling against unauthorized access by Authorized Users, and for maintaining the confidentiality of usernames, passwords and account information by Authorized Users. Customer shall be fully responsible for use of the Software by Authorized Users and their compliance with all applicable laws, the Documentation, and the terms of this Agreement. Customer is responsible for authorizing Authorized Users and for revoking authorization if Authorized Users no longer work for Customer.

(d) Restrictions. The Software and Services may be used solely by Authorized Users for lawful purposes. Customer shall not (and will not permit any Authorized User or third party to): (a) use the Software or Services to store or transmit infringing, libelous, malicious, or unlawful materials, including any malicious code, viruses, worms, trojan horses, attacker tools or programs that are intended to compromise the confidentiality, integrity, or availability of the data, applications, or operating system of any computer system; (b) use the Software or Services for any unlawful purpose; (c) interfere with or disrupt the integrity or performance of the Software or Services or related data; (d) attempt to gain unauthorized access to the Software or Services or related data, systems or networks; (e) modify, adapt, reverse engineer, decompile, translate or disassemble the Software or Services in whole or in part; or (f) create or develop any products or services that compete with the Software or Services. If Customer is providing the cloud infrastructure for the VUE Cloud Service or if the Software is deployed on Customer's premises, then Customer may make a reasonable number of backup copies of the Software, but otherwise may not make any copies of the Software.

(e) Service Level Agreement. The Service Level Agreement at www.aceyus.com/terms-of-use/sla/, as may be updated from time to time (the "**SLA**"), shall apply only where Aceyus is responsible for the cloud infrastructure associated with a VUE Cloud Service. Any remedies set forth in the SLA are the sole and exclusive remedies for any failures to meet service levels in the SLA. For the avoidance of doubt, the SLA shall not apply to any VUE Cloud Service where Aceyus is not responsible for the cloud infrastructure, or for any other Services.

(f) Updates. Customer acknowledges and agrees that Aceyus may, from time to time, modify and update the Software and Services. No update to the Software or Services will materially reduce the functionality in the Software or Services as of the Effective Date. In some cases, Professional Services and/or Deployment Services

and associated fees will apply to the deployment of updates. For any VUE Cloud Service where Aceyus is responsible for the cloud infrastructure, Aceyus will perform updates in accordance with the maintenance windows described in the SLA.

(g) Customer Obligations. Customer shall: (i) be responsible for the Customer-Supplied Components, whether operated directly by Customer or through the use of third-party services, including without limitation all systems and databases that connect with or interface to the Software or Services; (ii) be responsible for the accuracy and completeness of all Customer Data; (iii) employ physical, administrative, and technical controls, screening, and security procedures and other safeguards necessary to prevent unauthorized access to or use of the Software or Services; (iv) notify Aceyus immediately of any unauthorized access to or use of the Software or Services, or any other known or suspected breach of security, and (v) use reasonable efforts to immediately stop unauthorized access to the Software or Services that is known or suspected by Customer.

(h) Feedback. Aceyus may use feedback regarding any suggested improvements to the Services and/or Software provided by Customer for any purpose, including without limitation to modify, supplement, or improve the Services and/or Software, without payment or compensation to Customer.

(i) Access. If Customer or Reseller is providing the cloud infrastructure for the VUE Cloud Service, or if the Software is deployed in Customer's premises, then Customer acknowledges and agrees that Aceyus must be provided with Persistent Direct Access (as defined in the Support Terms) to the servers hosting the Software.

(j) Third-Party Software. Aceyus' website and/or the Documentation contains information on certain open source and other third-party software that is included with or incorporated into the Software ("**Third-Party Software**"). If Customer is providing the cloud infrastructure for the VUE Cloud Service, or if the Software is deployed in Customer's premises, then certain open source Third-Party Software is licensed directly by Customer pursuant to the public licenses associated with such software. ACEYUS PROVIDES THIRD-PARTY SOFTWARE TO CUSTOMER "AS IS."

(k) Software Communications and License Keys. The Software may include product activation and other technology designed to prevent unauthorized use and copying. This technology may cause the Software and associated hardware to automatically connect (currently, via HTTPS) to an Aceyus-hosted license server on a continual basis, may rely on license keys, and may prevent uses of the Software that are not permitted. Customer consents to the transmission of Software usage information to Aceyus and to Aceyus' use of license keys and other technology designed to prevent unauthorized use and copying, and Customer agrees not to circumvent or attempt to circumvent any such anti-copying mechanisms.

(l) Evaluation License. If Customer validly obtained a limited evaluation license for the Software ("**Evaluation Software**") in the Order, Aceyus grants Customer a personal, non-exclusive and non-transferable license to use, for the term of the license and up to the quantity of licenses specified in the Order for the evaluation, the executable code of the Evaluation Software solely for internal testing and evaluation use.

3. API Terms

(a) Introduction. The Software may include one or more application programming interfaces and/or software development kits (referred to herein as the “**APIs**”). The APIs typically allow Customer to create scripts and programs to automate certain tasks performed through the Software and to enable certain integrations.

(b) Limits on Usage. Aceyus may, from time to time, set and update limits on Customer’s usage of the APIs, including without limitation limits on API calls and requests and access to data (the “**API Limits**”). The API Limits will be described on the Aceyus website and/or in the Documentation and may be updated from time to time. Customer agrees to comply with all API Limits and further agrees that it will not use the APIs in a manner that constitutes excessive or abusive usage, or otherwise is in breach with the terms of this Agreement. Without limiting the foregoing, Customer agrees not to use the APIs in a manner that competes with the Services or the Software, or that provides API functionality to third parties. Customer will not circumvent or attempt to circumvent any API Limits.

(c) Monitoring. Aceyus reserves the right to monitor Customer’s API usage to verify Customer’s compliance with the terms of this Section 3 and to improve Aceyus’ products and services. Customer agrees not to interfere with any such monitoring.

(d) Updates. Aceyus may update the APIs from time to time without notice to Customer. Customer acknowledges and agrees that such updates may cause issues with any scripts, code or programs previously written with use of the API’s (the “**Customer Code**”), and that it is Customer’s sole responsibility to update any Customer Code. Aceyus does not guarantee backwards compatibility when it updates the API’s.

(e) Indemnification for API Usage. Customer shall defend, indemnify, and hold Aceyus harmless arising from all loss, damages, claims, actions, proceedings and expenses arising out of or related to Customer’s and/or any Authorized Users’ use of Customer Code. Aceyus has no liability or responsibility for mistakes or actions caused by Customer Code, and/or any errors, misuse or unintended use associated with Customer’s or any Authorized User’s use of the APIs or Customer Code.

4. Services

(a) Services. As set forth in an agreed Order, Aceyus will provide Professional Services for Customer. All Professional Services will be subject to the terms of this Agreement.

(b) Expenses. Customer shall reimburse Aceyus for all reasonable expenses incurred by Aceyus in connection with this Agreement, including but not limited to mileage, airfare, lodging, and meals, so long as such expenses have been pre-approved by Customer.

(c) Support and Maintenance Services. Subject to Customer's payment of the applicable fees, unless otherwise set forth in the Order (including if the Order specifies that Reseller is to provide support services), Aceyus will provide Customer with Support and Maintenance Services in accordance with the terms at www.aceyus.com/terms/support, as may be updated from time to time (the "**Support Terms**").

(d) Customer Cooperation. Customer shall reasonably cooperate with Aceyus and its suppliers in the delivery of Services hereunder, including without limitation by providing Aceyus and its suppliers with timely approvals and access to Customer's technical personnel, information, systems, and other items as reasonably requested by Aceyus in connection with the delivery of Services.

(e) Subcontractors. Aceyus may use subcontractors to provide the Services. Aceyus will be fully responsible for any breach of this Agreement by any Aceyus subcontractors.

5. Term and Termination

(a) Term. This Agreement is effective beginning on the Effective Date and continues for the period specified in the Order (the "**Initial Term**"). This Agreement shall automatically renew for successive annual terms (each such additional term a "**Renewal Term**"), unless either party provides written notice of termination to the other party at least three (3) months prior to the end of the then-current term. This Agreement will remain in effect until terminated as set forth herein.

(b) Breach. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach is not cured after thirty (30) days written notice.

(c) Bankruptcy. Either party may terminate this Agreement if: (i) the other party has a receiver or administrative receiver appointed over its assets; (ii) the other party's governing body passes a resolution for winding up (otherwise than for the purpose of a bona fide scheme of solvent amalgamation, reconstruction, or merger), or a court of competent jurisdiction enters an order to that effect; (iii) the other party makes a general assignment for the benefit of creditors (iv) the other party ceases or threatens to cease to carry on business; (v) the other party is generally not paying its debts as they become due; or (vi) the other party is the subject of any petition under any bankruptcy or other law for the protection of debtors, except an involuntary petition that is dismissed within sixty (60) days after filing.

(d) Suspension. Aceyus may suspend the Services, in whole or in part, or suspend Customer's access to the Software, without liability if: (a) Customer is interfering with or disrupting the integrity or performance of the Software or Services or related data or is otherwise in material breach of this Agreement in a manner causing problems with the delivery of the Software or Services to Customer or any other customer; (b) Customer is

responsible for providing the cloud infrastructure for the VUE Cloud Service, or has deployed the Software on its premises, and Aceyus is not provided with Persistent Direct Access and such failure is not cured within five (5) business days after written notice to Customer; (c) Aceyus reasonably believes Customer's use of the Software or Services violates applicable law or Aceyus is otherwise required to suspend Customer's access to the Software or Services by a law enforcement agency or court order; (d) there is an attack or a security incident affecting the Software or Services or an event occurs that Aceyus reasonably believes poses a threat to the integrity or security of the Services; (e) an Authorized User fails to comply with this Agreement or attempts to use the Software or Services beyond the scope of the rights granted or for a purpose not authorized, including access that could reasonably be suspected to be fraudulent, misleading or unlawful, or (f) Customer or Reseller fails to pay amounts relating to the delivery of the Software or Services not disputed in good faith when due and does not cure such failure within thirty (30) days after written notice thereof. During any suspension, the Services and/or Software may not be available in whole or in part and Customer may not have access to Customer Data. Aceyus may include in any invoice Customer's or Reseller's continuing fees during a suspension. Aceyus shall have no liability for any damage or other consequences that may result from suspension.

(e) Surviving Terms. Termination of this Agreement will not affect any accrued rights or liabilities of either party. The following sections of this Agreement shall survive termination or expiration of this Agreement: 1 (Definitions); 5(e) (Surviving Terms), 5(f) (Return and Deletion of Customer Data), 6 (Fees and Payment), 7 (Intellectual Property); 8 (Confidentiality); 10(c) (Warranty Disclaimer); 11 (Limitation of Liability); 12 (Assignment); 13 (Entire Agreement), and 15 (Additional Terms). Within five (5) business days after termination of this Agreement, Customer shall return or erase all copies of all Software and Documentation provided by Aceyus to Customer hereunder that are in Customer's possession or control.

(f) Return and Deletion of Customer Data. Upon Customer's request made within thirty (30) days after termination of this Agreement, and for a mutually agreed fee, Aceyus will deliver to Customer or its designees a copy of Customer Data held by Aceyus in an Aceyus-provided VUE Cloud Service, in a mutually agreed format. Unless otherwise agreed in writing by the parties or required by applicable law, Aceyus will delete and erase all Customer Data in Aceyus' possession or control after thirty (30) days after termination of this Agreement. Notwithstanding the foregoing, Customer acknowledges that Aceyus' backup systems may automatically retain backup copies of Customer Data. To the extent that Aceyus' backup systems create backup copies of Customer Data, Aceyus may retain such backup copies for the period that Aceyus normally retains such backup copies. These backup copies are subject to the provisions of this Agreement until they are destroyed or erased.

(g) Payment Obligations on Termination. Upon termination, Customer shall promptly pay all outstanding amounts due under this Agreement up to the effective date of termination. In addition, if this Agreement is terminated by Aceyus per Section 5(b) or 5(c), or if Customer terminates this Agreement without cause, then all Subscription and/or License fees due for the remainder of the Term shall become immediately due and payable by Customer as liquidated damages, without any further demand by Aceyus. The parties acknowledge that Aceyus' actual damages arising from such termination would be difficult to determine with accuracy and, accordingly, have agreed to the foregoing liquidated damages, which the parties acknowledge is a reasonable estimate of Aceyus' potential losses.

6. Fees and Payment.

Unless otherwise set forth in the Order, the following fee and payment terms shall apply:

(a) Terms. Customer shall pay Aceyus the amounts set forth in the Order including in any agreed Statement of Work(s). All payments under this Agreement shall be: (i) due within thirty (30) calendar days of receipt of invoice, (ii) made in United States dollars and (iii) non-refundable. All payments not submitted when due (except for payments timely disputed in good faith) will be subject to interest at the rate of 1% monthly, or the maximum amount allowed by applicable law if lower, calculated from the date when payment becomes overdue until payment is made. If Customer disputes any invoice amounts, it must do so in good faith, provide Aceyus with reasons for such dispute within ten (10) days of receipt of the invoice, pay any undisputed portion of such invoice, and negotiate with Aceyus in good faith a resolution of such dispute.

(b) Taxes. Customer shall pay all federal, state, local and other taxes based on this Agreement or the Services, excluding taxes based on Aceyus' net income. If Customer claims tax-exempt status for any purpose in connection with this Agreement, Customer represents and warrants that it is a tax-exempt entity and will provide Aceyus upon request with a correct copy of Customer's tax-exempt certification.

7. Intellectual Property

(a) Ownership. Customer agrees that Aceyus and its third-party licensors and suppliers own all right, title and interest, including but not limited to copyright, patent, trademark, trade secret, and all other intellectual property rights, in the Software, Services, Operational Data, and Documentation (including but not limited to the look and feel, algorithms, database structures, methodologies, and know-how associated with the Services and Software) and any and all copies. All Services and Software updates made available to Customer under this Agreement shall be deemed part of the Services and Software and shall be subject to the terms of this Agreement.

(b) Custom Components. If Aceyus creates a Custom Component (as defined in the Support Terms) for Customer, then Aceyus shall own and retain all right, title and interest in such Custom Component and such Custom Component will be subject to the same license grant provided to Customer in this Agreement for use of the Software. If Customer creates a Custom Component, Customer shall own and retain all right, title and interest in such Custom Component, and Customer grants Aceyus a worldwide, nonexclusive, royalty-free right and license to use and copy the Custom Component as necessary to provide Services for Customer. In addition, Customer acknowledges and agrees that Aceyus may create and make available to its other customers Software updates and Custom Components that contain the same or similar functionality as Customer-created Custom Components, and Customer agrees not to assert any rights against Aceyus to prevent or restrict the foregoing. Customer further acknowledges and agrees that Custom Components require an ongoing active subscription to Aceyus Software in order to be functional.

(c) Customer Data. Customer shall own and retain all intellectual property rights in and to Customer Data. Customer hereby grants to Aceyus a nonexclusive, royalty-free license during the Term to use, process and transmit Customer Data for the purpose of providing the Services to Customer. If Customer uses any Customer Data, software, application or program in the infrastructure for the VUE Cloud Services that is not provided by Aceyus or its suppliers, then Customer represents and warrants that it has obtained all consents and licenses required to use, collect, store and transmit such items without infringing or violating any third-party rights.

(d) Indemnification. Aceyus, at its expense, shall defend or at its option settle any third-party action, suit or proceeding brought against Customer which alleges that Customer's authorized use of the Software infringes any third party copyright, trademark or patent in force in the United States, or misappropriates a third party trade secret enforceable in the United States, and shall pay damages finally awarded against Customer, provided that (i) Customer notifies Aceyus promptly in writing of the claim, (ii) Aceyus has sole control of the defense and all related settlement negotiations, and (iii) Customer provides Aceyus with all commercially reasonable assistance, information and authority to perform the above at Aceyus' expense. The foregoing indemnity shall not apply to the extent that the alleged infringement is attributable to: (1) the combination of the Software with any products or services not provided by Aceyus, (2) modification to the Software by any person or entity other than Aceyus, (3) use of the Software outside the permitted license rights in this Agreement, (4) use of Software by Customer after being provided with an update to such Software that Customer is made aware avoids the infringement issue, or (5) any third-party code contained within the Software, or (6) Customer Data or changes to the Software made based on Customer's specifications or instructions. THIS SECTION STATES ACEYUS' SOLE LIABILITY TO CUSTOMER WITH RESPECT TO INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS.

(e) Notices. Customer agrees to reproduce all copyright and other notices in each copy of the Documentation and Software made by Customer, and further agrees not to modify or delete any such notices in the Documentation and Software.

(f) Certification and Inspection. Customer agrees that within thirty (30) days of a written request from Aceyus or Aceyus' authorized representative, Customer will fully document and certify that Customer's use of the Software and Services conforms to this Agreement. To ensure compliance with this Agreement, Customer agrees that upon reasonable notice, or when connected to Customer's system for the purpose of providing Services hereunder, Aceyus shall have the right to inspect Customer's use of the Software and Services for compliance with the terms of this Agreement. Any inspection will be conducted during regular business hours. In conjunction with any such inspection, Customer agrees to provide copies of Customer's records relating to installation and use of the Software and Services to Aceyus.

8. Confidentiality

(a) Definition. "**Confidential Information**" means any information or data (including without limitation any formula, pattern, compilation, program, device, method, technique, or process) that is disclosed by one party (a

disclosing party) to the other party (a receiving party) pursuant to this Agreement. Confidential Information of Aceyus includes, but is not limited to, the Software, as well as the structure, organization, design, algorithms, methods, templates, data models, data structures, flow charts, logic flow, and screen displays associated with the Software; the Documentation; and Aceyus' non-public pricing, sales, implementation, and training materials and procedures. Confidential Information does not include information that: (i) is or becomes publicly known or available without breach of this Agreement; (ii) is received by a receiving party from a third party without breach of any obligation of confidentiality; or (iii) was previously known by the receiving party as shown by its written records. The terms of this Agreement (as well as information relating to the negotiation of this Agreement) shall be deemed the Confidential Information of the Parties hereto.

(b) Confidentiality Obligations. A receiving party agrees: (i) to hold the disclosing party's Confidential Information in strict confidence; and (ii) except as expressly authorized by this Agreement, not to use, disclose, or copy the Confidential Information. Without limiting the foregoing, Customer shall disclose and allow access to the Software and Services only for the purpose of supporting Customer's license to use the Software and Services. Customer acknowledges that Aceyus may use Customer's Confidential Information for the proper management and administration of Aceyus, including but not limited to use for quality improvement, enhancement of products, support, and system maintenance purposes. A receiving party may disclose Confidential Information of the disclosing party as required by law or court order; in such event, such party shall inform the other party as soon as practicable, prior to any such required disclosure. Without limiting any of the foregoing, Customer expressly acknowledges and agrees that it shall not permit any third party, nor any employee, representative or agent thereof, that develops, markets or licenses software or services with functionality similar to the functionality of the Services or Software to have access to the Services or Software or to any trade secrets and confidential information therein.

(c) Remedies. Each party acknowledges and agrees that any violation of this Section may cause such party irreparable injury for which such party would have no adequate remedy at law and that such party shall be entitled to preliminary and other injunctive relief against the other party for any such violation. Such injunctive relief shall be in addition to, and not in limitation of, all other remedies or rights that such party may have at law or in equity.

(d) Aceyus Policy on Sensitive Information. It is Aceyus' corporate policy not to share information that is considered by Aceyus in its sole discretion to be sensitive and/or highly confidential. This type of information includes, but is not limited to, financial data, vulnerability scan reports, employee data, or contracts with external organizations. Aceyus will use reasonable efforts to comply with Customer requests for information from time to time that align with current laws and Aceyus policies.

(e) Termination. Upon the termination or expiration of this Agreement, the receiving party will either return to the disclosing party or destroy all the Confidential Information delivered or disclosed to the receiving party, together with all copies in existence thereof at any time made by the receiving party.

9. Security and Data Processing Addendum

(a) Nature of Aceyus Software. Customer acknowledges that Aceyus provides software and solutions for managing contact center operations that work with call/contact center statistics and metadata. Customer agrees to use reasonable efforts to limit the inclusion of personal data in databases used with the Software.

(b) Security. Aceyus shall maintain commercially reasonable information security measures relating to its handling of Customer Data that comply with applicable laws and industry standards. Aceyus' information security measures shall include appropriate administrative, technical, physical, organizational and operational safeguards, security training, and other security measures designed to (i) protect the security and confidentiality of Customer Data and (ii) protect against the threat of information security incidents. Information about Aceyus security measures for the Aceyus-provided VUE Cloud Service can be found at www.aceyus.com/terms-of-use/cloudsecurity/.

(c) Data Processing Addendum. Aceyus and Customer agree to the Data Processing Addendum at <https://www.aceyus.com/terms-of-use/sla/dpa>.

(d) Customer Obligations. Customer is responsible for safeguarding the confidentiality and security of its access to the Software and Services and agrees to comply with the current Aceyus security recommendations and best practices specified in the Documentation. Customer shall employ physical, administrative and technical controls, screening and security safeguards necessary to securely administer, distribute and safeguard access credentials and protect against any unauthorized access.

10. Warranty

(a) Authority. Each party warrants that it has full authority to enter into this Agreement and is not bound by any contractual or legal restrictions from fulfilling its obligations hereunder.

(b) Aceyus Warranties. Aceyus warrants during the Term: (i) that the Software will substantially conform to the specifications contained in the applicable Documentation, and (ii) that the Services will be performed by qualified personnel in a professional and workmanlike manner. Any allegation of breach of the warranty in 10(b) must be made within thirty (30) days after delivery of the Software or Services, respectively, and Customer's sole remedy shall be as applicable correction of the Software and/or re-performance of such Services.

(c) Customer Warranty. Customer warrants that Customer has all necessary rights to provide Aceyus with access and use of the Customer Data and the Customer-Supplied Components, as necessary for Aceyus to provide Services to Customer.

(d) Disclaimer. Aceyus does not warrant that the Software or Services will operate uninterruptedly or error-free or will be completely secure. Customer is solely responsible for the Customer Data, including its accuracy and completeness. The successful operation of the Software and Services is dependent on Customer's delivery of the Customer-Supplied Components and use of proper procedures and systems. Aceyus is not responsible for errors or issues with any third-party software or systems not supplied by Aceyus, including with respect to data communications issues with such software and systems. Customer acknowledges that Aceyus and its suppliers do not control the transfer of data over telecommunications facilities, including the Internet, and that Internet accessibility carries with it the risk that Customer's privacy, confidential information and property may be lost or compromised. ACEYUS DOES NOT WARRANT THAT THE SOFTWARE OR SERVICES WILL ACHIEVE ANY SPECIFIC RESULT OR BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ACEYUS AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF NON-INFRINGEMENT; OR ANY WARRANTIES ARISING AS A RESULT OF CUSTOMER USAGE IN THE TRADE OR BY COURSE OF DEALING.

11. Limitation of Liability

Customer agrees that any liability of Aceyus or any of its suppliers relating to this Agreement, the Software, and the Services shall be limited to the amount of fees actually received by Aceyus from Customer under this Agreement regarding the Order in question during the twelve (12) months prior to the date the relevant cause of action accrued. In no event shall Aceyus or any of its suppliers be liable for any special, incidental, indirect, cover, consequential, exemplary or punitive damages; any damages based on injury to person or property or death; or any lost sales, profits or data, even if Aceyus is told that any of such damages may occur. The fees charged by Aceyus under this Agreement are calculated with specific reference to the level of liabilities undertaken by Aceyus hereunder. Aceyus is not liable or responsible in any way for any issues caused by the actions or inactions of Customer or Reseller.

12. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other; provided that either party may assign its rights and obligations under this Agreement without consent to (a) any affiliate of such party, or (b) any party acquiring all or substantially all of the assets or stock, by merger or otherwise, of such party or the relevant division of such party. Any permitted assignee must agree in writing to be bound by the terms of this Agreement.

13. Entire Agreement

The parties agree that this Agreement, including all Orders, all terms incorporated by reference, and all Amendments hereto, is the complete and exclusive statement of the agreement between Aceyus and Customer, which supersedes any proposal, prior agreement, or license, oral or written, and any other communications relating to the subject matter of this Agreement. Aceyus may from time to time update terms and other documents incorporated by reference herein, so long as those updates does not materially reduce any Aceyus commitments therein. Aceyus will provide Customer with notice of material changes to such terms or documents, which notice may be email or through an Aceyus-provided VUE Cloud Service. In the event of any conflict between the terms of an Order and the terms of this Agreement, the terms of this Agreement shall control unless the Order expressly identifies the Sections of this Agreement to be varied. Except as expressly set forth herein, this Agreement may be modified only by means of a written amendment signed by authorized representatives of each party. The terms of any purchase order submitted by Customer will not operate to modify or supplement any terms of this Agreement. The parties agree that there are no intended third-party beneficiaries under this Agreement.

14. Independent Contractor

The parties are independent contractors, and nothing contained herein shall be construed to create any other relationship between the parties. Nothing in this Agreement shall be construed to constitute either party as the agent of the other party for any purpose whatsoever, and neither party shall bind or attempt to bind the other party to any contract or the performance of any other obligation or represent to any third party that it has the right to enter into any binding obligation on the other party's behalf.

15. Additional Terms

(a) Force Majeure. Except for Customer's payment obligations, each party shall be excused from performance and shall not be liable for any delay or failure to perform caused by events outside of its reasonable control, including without limitation the occurrence of, war, pandemic, terrorism, sabotage, insurrection, riot or other act of civil disobedience, labor disturbance or shortage, act of public enemy, failure of the Internet, act of any government affecting the terms hereof, explosion, flood or other act of God.

(b) Choice of Law. This Agreement shall be construed in accordance with the internal laws of North Carolina without regard to its choice of law provisions, and all disputes shall have exclusive venue in the federal and state courts in Mecklenburg County, North Carolina, and both parties consent to the jurisdiction of such courts. The

United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement. If any term of this Agreement shall be found invalid, the term shall be modified or omitted to the extent necessary, and the remainder of this Agreement shall continue in full effect. In any action brought by a party related to this Agreement, the prevailing party shall be entitled to collect from the other party its reasonable litigation costs and attorney's fees and expenses.

(c) Logo. Customer agrees that Aceyus may use Customer's name and logo as part of a customer list in connection with Aceyus' marketing activities, including without limitation on Aceyus' web site. Any other publicity, press release, or case study involving Customer and Aceyus must be agreed in writing by the parties.

(d) Export. Customer acknowledges that the Software, Services and related technical data are subject to export restrictions under United States law. Customer agrees to comply with all applicable United States and international export and import control laws, including but not limited to the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the United States and other governments.

(e) Waiver; Severability; Counterparts. The waiver by either party of a breach of any provision of this Agreement shall not constitute or be construed as a waiver of any future breach of any provision(s) of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

(f) HIGH RISK APPLICATIONS. THE SOFTWARE AND SERVICES ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING FAULT TOLERANCE OR FAIL-SAFE PERFORMANCE, SUCH AS IN THE OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, DIRECT LIFE SUPPORT MACHINES, OR WEAPON SYSTEMS, IN WHICH THE FAILURE OF THE SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK APPLICATIONS"). Aceyus and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Applications.

(g) Government End-Users. Each of the Services, Software, Documentation, and related items are intended to be "commercial items" to the maximum extent permitted under the US Code of Federal Regulations and any similar laws. All government end users only have the rights set forth herein.

(h) Notices. All notices under this Agreement shall be in writing and shall be given by: (i) delivery in person; (ii) a nationally recognized next day courier service, (iii) first class, registered or certified mail, postage prepaid, return receipt requested or (iv) e-mail, provided that there is confirmation of receipt. Notices to Aceyus will be to the address set forth in this Agreement or by email to legal@aceyus.com. Notices to Customer will be to the address or email specified in the Order. All notices shall be effective upon receipt by the party to which notice is given. Each party may change its address for receipt of notice by giving notice of such change to the other party.

