

## Servant Keeper General Terms and Conditions

Last Updated: October 3, 2023

These General Terms and Conditions (these “**GTC**”) set forth the terms and conditions under which Servant Keeper, LLC or an Affiliate (as defined below) of Servant Keeper, LLC executing an Order (“**Servant Keeper**”) will provide the customer (“**Customer**”) that executes a quote issued by Servant Keeper or other ordering document that references the GTC, including statement of works, invoices or other documents or clicks a “Register”, “I Accept”, “Download” or similar button (each, an “**Order**”) with: (a) access to those certain software as a service products, including the Servant Keeper Software and certain cloud services for use with authorized Servant Keeper software applications ordered by Customer (the “**SaaS Product(s)**”); (b) a license to those certain on-premise software products ordered by Customer (“**Licensed Products**”); (c) those set-up and/or support services as described in an Order (the “**Premium Support Services**”); and (d) those certain professional services as described in an Order (the “**Professional Services**”).

### 1. DEFINITIONS

- 1.1. For purposes of the GTC: (a) “**Affiliate**” means any affiliated entity that controls, is controlled by, or is under common control with the applicable party; and “**control**” is means the legal, beneficial, or equitable ownership, directly or indirectly, of outstanding securities or shares with sufficient voting power to elect a majority of the board of directors (or equivalent governing body); (b) “**Agreement**” means these GTC, the applicable Order, any and all supplements, schedules, exhibits, other attachments to the GTC and the Order, and any and all Servant Keeper Documentation, each as may be amended from time to time; and (c) “**Servant Keeper Documentation**” means the product service descriptions, the data sheets, product license information documents, notices file, data protection addendum, country-specific terms, maintenance and support handbooks, and all other documents referenced in the foregoing, including references to information contained in a URL.

### 2. RIGHT OF USE

- 2.1. **Use of SaaS Product(s)**. Subject to the terms and conditions of the Agreement, including the payment of fees, Servant Keeper grants Customer a subscription-based, non-exclusive, non-sublicensable, and nontransferable right to access and use the SaaS Product(s) identified in the Order solely for the following purposes (collectively, “**Use**”): (a) to perform the functions described in the applicable Servant Keeper

Documentation, (b) for its internal business purposes, and (c) within the applicable standard of measurement for determining the permitted Use and calculating the fees due for a SaaS Product as set forth in the Agreement (the “**SaaS Charge Metrics**”; together with the “Licensed Product Charge Metric, the “**Charge Metric**”). Customer may use the functionality provided by the SaaS Product(s) to download and print a reasonable number of copies of reports included in the SaaS Product(s) to which Customer has properly gained access, *provided* that Customer maintains all copyright or other proprietary notices on all such copies.

- 2.2. **Use of Licensed Product(s)**. If the Order provides that Servant Keeper is licensing Licensed Product(s) to Customer, Customer shall comply with the Supplement for On-Premise Licensed Products to the General Terms and Conditions (the “**Supplement**”), a copy of which is attached hereto as Exhibit A.

- 2.3. **Additional Restrictions**. Customer will not use the SaaS Product(s) or Licensed Product(s) in any manner not expressly and specifically authorized by the Agreement, and will not cause or permit either its employees or its third-party contractors who are not competitors of Servant Keeper (“**Permitted Contractors**”) to use the SaaS Product(s) or Licensed Product(s) in any manner not expressly and specifically authorized by the Agreement. In particular, and without limitation, Customer shall not, except as the Agreement expressly permits: (a) copy, modify, or create

derivative works or improvements of the SaaS Product(s) or Licensed Product(s); (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any of the SaaS Product(s) or Licensed Product(s) to any Affiliate of Customer, on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the source code of the SaaS Product(s) or Licensed Product(s), in whole or in part; (d) bypass or breach any security device or protection used by the SaaS Product(s) or Licensed Product(s) or access or use the SaaS Product(s) or Licensed Product(s) other than by an Authorized User (as defined below); (e) input, upload, transmit, or otherwise provide to or through the SaaS Product(s) or Licensed Product(s), any information or materials that are unlawful or injurious, or contain, transmit, or activate any Malware (as defined below); (f) damage, destroy, disrupt, disable, impair, interfere with, or otherwise impede or harm in any manner the SaaS Product(s), Licensed Product(s), or Servant Keeper's provision of services to any person or entity, in whole or in part; (g) remove, delete, alter, or obscure any trademarks, warranties, or disclaimers, or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from any SaaS Product(s), Licensed Product(s), or Servant Keeper Documentation, including any copy thereof; (h) access or use the SaaS Product(s) or Licensed Product(s) in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person or entity (including by any unauthorized access to, misappropriation, use, alteration, destruction, or disclosure of the data of any other Servant Keeper customer), or that violates any federal, state, provincial, regional, territorial and local laws, international treaties, statutes, statutory instruments, ordinances, by-laws, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other office releases, guidelines, and policies with the

force of law, of or by any government, or any governmental authority, department, or agency thereof (including all federal, state, provincial, regional, territorial and local laws, regulations, guidance, and policies), or any court of competent jurisdiction ("**Law**"); (i) access or use the SaaS Product(s) or Licensed Product(s) for purposes of competitive analysis of the SaaS Product(s) or Licensed Product(s), the development, provision, or use of a competing software service or product or any other purpose that is to Servant Keeper's detriment or commercial disadvantage; (j) access or use the SaaS Product(s) or Licensed Product(s) in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the SaaS Product(s) or Licensed Product(s) could lead to personal injury or severe physical or property damage; (k) otherwise access or use the SaaS Product(s) beyond the scope of the Use granted under this Article 2 (Rights of Use); or (l) otherwise use the Licensed Product(s) beyond the scope of the Use granted in the Supplement for Licensed Products. Customer may not use or authorize others to use the SaaS Product(s) or Licensed Product(s) if failure of the SaaS Product(s) or Licensed Product(s) could lead to death, bodily injury, or property or environmental damage.

2.4. **Authorized Users.** Subject to the terms and conditions of the Agreement, Customer may permit its employees and Permitted Contractors (together, "**Authorized Users**") to Use the applicable SaaS Product(s), Licensed Product(s) and Servant Keeper Documentation. Permitted Contractors may Use the SaaS Product(s), Licensed Product(s) and/or Servant Keeper Documentation only for Customer's business purposes and benefit. Customer is fully liable for the breach of the Agreement by, and the acts and omissions of, Authorized Users (including any usage charges or overage charges) under the Agreement.

2.5. **Monitoring of Use.** Customer will monitor its own use of the SaaS Product(s) and Licensed

Product(s) and report all use in excess of the applicable Charge Metrics. Servant Keeper may continuously monitor the SaaS Product(s), Licensed Product(s) and any other services it provides, including monitoring to verify Customer's use thereof is in compliance with the Agreement.

2.6. **Customer License Grant.** Customer grants to Servant Keeper a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display, distribute, and otherwise process any and all information, data, and other content, in any form or medium, that is collected, submitted, posted, displayed, downloaded, or otherwise received from or provided, directly or indirectly, by Customer or an Authorized User by or through the SaaS Product(s) or Licensed Product(s) ("**Customer Data**") as is reasonable or necessary for Servant Keeper to perform or provide the SaaS Product(s), Licensed Product(s), Premium Support Services, Professional Services and Deliverables (as defined in Section 5.3).

2.7. **Modifications.** The SaaS Product(s), Licensed Product(s), Premium Support Services, Professional Services, and Servant Keeper Documentation may be modified by Servant Keeper in its sole discretion from time to time. Servant Keeper will inform Customer of modifications by email, the support portal, release notes, or Servant Keeper Documentation.

2.8. **Third-Party Components and Open Source Components.** The SaaS Product(s) and Licensed Product(s) may include or incorporate (a) "open source" software components ("**Open Source Components**") that are subject to the terms and conditions of "open source" software licenses and (b) integrations with services, products, software, and data made available by third parties ("**Third-Party Components**") that are accessed through the SaaS Product(s) or Licensed Product(s) and are subject to the terms and conditions of those third parties. Customer's use of the Open Source Components and Third-Party Components will be governed by, and subject to, the terms and conditions of the license(s) governing such Open Source Software or such third party terms and conditions, as

applicable. Servant Keeper will provide to Customer the notices and materials required for Servant Keeper's compliance with the terms and conditions of the Open Source Components and Third-Party Components, whether through the Servant Keeper Documentation, within the SaaS Product(s) or Licensed Product(s), or through another method selected by Servant Keeper.. Customer will not use any Third-Party Components separately from the SaaS Product(s) or Licensed Product(s), as applicable. Customer acknowledges and agrees that (i) the Open Source Components and Third-Party Components are created or provided by third parties, (ii) Servant Keeper does not make any warranties with respect to the Open Source Components or Third-Party Components (and expressly disclaims any warranties relating to such Open Source Components and Third-Party Components as set forth in Section 8.3), and (iii) Servant Keeper will not be liable or responsible with respect to any such Open Source Components or Third-Party Components.

2.9. **Additional Information.** Customer acknowledges and agrees that, in order to use the SaaS Products or Licensed Products or certain features thereof, Servant Keeper may require Customer to provide additional information and authorizations upon request and that Servant Keeper may suspend access to the SaaS Products, Licensed Products, or certain features thereof until the requested information or authorizations are received by Servant Keeper from Customer.

### 3. PAYMENT

3.1. **Fees.** Customer shall pay Servant Keeper the fees indicated on the Order based upon the applicable Charge Metric for the applicable SaaS Product(s) and Licensed Product(s). Such fees are payable in advance unless such Order sets forth different payment terms. Fees for Premium Support Services and Professional Services shall be set forth in the Order and will be billed in accordance with such Order. Unless otherwise provided in an Order, all fees are to be paid to Servant Keeper within thirty (30) days of the date of invoice. Any late payment will be subject to any costs of collection (including reasonable legal

fees) and will bear interest at the rate of one and a half percent (1.5%) per month or at the maximum rate permitted by law, whichever is less. If Customer fails to make timely payment, Servant Keeper may suspend access to the SaaS Product(s) or suspend performance of the Premium Support Services or Professional Services. Disputed charges must be made in writing within thirty (30) days from the date of the invoice. Except as otherwise agreed upon by the parties in advance in writing, invoices will be sent through ACH payments or payment cards as described in the Order Form, Customer is responsible for ensuring that payment information remains valid and updated and hereby authorizes Servant Keeper to charge such ACH accounts or payment cards for all one-time and recurring fees.

3.2. **Taxes.** The fees and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Servant Keeper and hold Servant Keeper harmless for all sales, use, VAT, excise, property or other taxes or levies which Servant Keeper is required to collect or remit to applicable tax authorities. This provision does not apply to Servant Keeper's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Servant Keeper with a valid tax exemption certificate.

3.3. **Overage Charges.** If the actual usage of the SaaS Product(s) or Licensed Product(s) during the applicable measurement period exceeds the permitted Charge Metric limitations, Customer will be charged for the overage as set forth in the Order or elsewhere in the Agreement.

#### 4. **SAAS PRODUCTS/ LICENSED PRODUCTS/ PREMIUM SUPPORT SERVICES/ PROFESSIONAL SERVICES**

4.1. **Service Description.** The SaaS Product(s), Licensed Product(s) and Professional Services are described in the applicable Servant Keeper Documentation.

4.2. **Service Availability.** Servant Keeper will make the SaaS Product(s) available for Customer to Use as described in the Agreement. Servant Keeper will use commercially reasonable efforts to achieve Servant Keeper's availability goals as

described in the applicable Servant Keeper Documentation.

4.3. **Premium Support Services.** Upon Customer's payment of the relevant fees set forth in the Order, if applicable Servant Keeper will use commercially reasonable efforts to provide the Premium Support Services for the SaaS Product(s) and/or Licensed Product(s) pursuant to the support plan selected by Customer as described in the then-current version of the Servant Keeper maintenance and support handbook. Premium Support Services can be accessed through the SaaS Product portals or by contacting Servant Keeper as specified in the applicable SaaS Product portal.

4.4. **SaaS Product and Licensed Product Free Trials.** Servant Keeper may, in its sole discretion, allow a Customer to use the SaaS Product or Licensed Product on a Trial Access (as defined herein) basis. If Customer is using a free trial, a proof of concept version of the SaaS Products or Licensed Product, a beta version of the SaaS Products or Licensed Product, or using the SaaS Products or Licensed Product on any other free-of-charge basis as specified on the Order or otherwise granted to Customer in writing by Servant Keeper, including any related support services to the extent provided by Servant Keeper in its sole discretion (collectively, "**Trial Access**"), Servant Keeper makes such Trial Access available to Customer until the earlier of (a) the end of the Trial Access period as communicated by Servant Keeper, including during any activation process or specified in the Order, (b) the start date of any purchased version of such SaaS Products or Licensed Products, or (c) written notice of termination from Servant Keeper ("**Trial Access Term**"). Servant Keeper grants Customer, during the Trial Access Term, a non-exclusive, non-transferable right to access and use the Trial Access for Customer's internal evaluation purposes in accordance with the Servant Keeper Documentation and subject to the access and use restrictions set forth in this Agreement. Customer is authorized to use Trial Access only for evaluation and not for any business or productive purposes, unless otherwise authorized by Servant Keeper in

writing. Any data Customer enters into the Trial Access and any configurations made to the Trial Access by or for Customer during the term of such Trial Access will be permanently lost unless Customer (i) has purchased a subscription to the same SaaS Products or a license to the same Licensed Product as covered by the Trial Access or (ii) exports such data or configurations before the end of the Trial Access Period. There is no guarantee that features or functions of the Trial Access will be available, or if available will be the same, in the general release version of the applicable SaaS Products or Licensed Products, and Customer should review the applicable SaaS Products or Licensed Product features and functions before making a purchase. Servant Keeper will be under no obligation to provide Customer any maintenance or support services with respect to the Trial Access. Notwithstanding anything to the contrary, Servant Keeper provides the Trial Access "AS IS" and "AS AVAILABLE" without any warranties or representations of any kind. To the extent permitted by law, Servant Keeper disclaims all implied warranties and representations, including any implied warranty of merchantability, fitness for a particular purpose and non-infringement. Customer assumes all risks and all cost associated with its use of the Trial Access. Customer's sole and exclusive remedy in case of any dissatisfaction or Servant Keeper's breach of the Agreement with respect to such Trial Access is termination of the Trial Access. Any obligations on behalf of Servant Keeper to indemnify, defend, or hold harmless under this Agreement are not applicable to Customers using Trial Access. Customer may have the option to convert the Trial Access to subscription or perpetual rights. Servant Keeper may present conversion options to Customer at the expiration of the Trial Access period.

4.5. **Online Giving Platform.** Customer agrees and acknowledges that if Customer licenses Servant Keeper's online giving and donation platform (the "**Giving Platform**") that Servant Keeper only provides the technology platform and does not provide any payment processing or other payment related services ("**Payment Services**"). In order to enable and use the Giving Platform,

Customer will be required to obtain and enter into a contract with a payment processor that is integrated with the Giving Platform (a "**Payment Processor**") for such Payment Processor to process on behalf of Customer all gifts or donations made to Customer by a third party. Customer is solely liable and responsible for its relationship with the Payment Processor and Servant Keeper has no obligations or liability to Customer, Payment Processor, any donor or other third party or otherwise in connection with Customer's relationship with such Payment Processor or any Payment Services. Customer, and not Servant Keeper, will be responsible for complying with (and ensuring that all Payment Services comply with) (a) all Laws and (b) all rules, regulations, and requirements of any banking institution, card association or network (including, but not limited to, Visa, Mastercard, American Express, and Discover), and any other financial institution relating to any Payment Services. For the avoidance of doubt, Servant Keeper is not liable or responsible for any errors relating to any Payment Services or any Payment Processor.

## 5. **OWNERSHIP**

5.1. **Reservation of Rights.** Customer acknowledges that, subject to the rights granted herein, Customer has no ownership interest in the SaaS Product(s), Licensed Product(s), Deliverables, or other materials provided to Customer. Title to the Licensed Products contained on any media provided to Customer is retained by, and such program is the exclusive property of, Servant Keeper. The media bears a copyright notice to all persons that the Licensed Product is protected by copyright laws and associated international treaties and may not be copied or reproduced in whole or in part except as specified below. The media and license(s) may not be distributed or otherwise sold or transferred, or offered for distribution, sale or transfer, to any other party.

5.2. **Marks and Publicity.**

(a) The trademarks, trade names, service marks, and logos, whether or not registered ("**Marks**") of Servant Keeper and the Marks of Customer are the sole and exclusive property of the respective owning party.

(b) In recognition of the pricing provided under the Agreement, Customer shall (subject to its reasonable right to review and approve): (i) allow Servant Keeper to include a brief description of the SaaS Product(s), Licensed Products, Premium Support Services, Professional Services, Deliverables, and/or other services provided to Customer in Servant Keeper promotional materials, (ii) allow Servant Keeper to make reference to Customer in case studies, ROI analyses, white papers and related marketing materials, (iii) serve as a reference to Servant Keeper potential clients, (iv) provide interviews to the news media and provide quotes for press releases, (v) make presentations at conferences, upon Servant Keeper's reasonable request and at Servant Keeper's cost, (vi) use the Customer's marks product literature, press releases, social media and other marketing materials, and (vii) participate in case studies for the SaaS Products or Licensed Product(s) at the request of Servant Keeper. Customer hereby consents to the receipt of marketing communications from Servant Keeper.

5.3. **Deliverables.** All deliverables described in the Order ("**Deliverables**") produced by Servant Keeper under the Agreement will not be considered to be works made for hire and will be exclusively owned by Servant Keeper. Servant Keeper hereby grants to Customer a worldwide, nonexclusive, limited license to reproduce, distribute, perform, and display (publicly or otherwise), the Deliverables solely in connection with Customer's Use of the SaaS Product(s) or Licensed Product(s), as applicable, during the term of the Agreement.

5.4. **Feedback.** If Customer submits, orally or in writing, feedback, suggestions, or recommended changes to any of Servant Keeper's products and services, including new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), then Customer shall assign and hereby assigns to Servant Keeper all right, title, and interest in and to the Feedback, including any ideas, know-how, concepts, techniques, or other intellectual property rights contained therein, and agrees that Servant Keeper is free to use such Feedback,

without any attribution or compensation to Customer, for any purpose whatsoever.

## 6. CONFIDENTIALITY

6.1. **Definition.** "**Confidential Information**" means all information disclosed by the Discloser or its Representatives that is generally not publicly known, whether tangible or intangible and in whatever form or medium provided and that is (a) marked as "Confidential" or the like or (b) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure. Customer Data is "Confidential Information" of Customer.

6.2. **Non-Disclosure.** Each Party may disclose Confidential Information ("**Discloser**") to the other Party ("**Recipient**") in connection with its performance under the Agreement (the "**Purpose**"). Recipient must: (a) hold in confidence and safeguard the Confidential Information of the Discloser from unauthorized use, access or disclosure using no less than a commercially reasonable degree of care; (b) not use or exploit the Confidential Information in any way except for the Purpose; and (c) not disclose or make available such Confidential Information (in whole or in part) to any person or entity other than to its Affiliates and its or their employees, consultants, and advisors (collectively, "**Representatives**") who: (i) need access to such Confidential Information for the Purpose; and (ii) are bound by obligations with respect to Confidential Information consistent with, and no less protective than, the Agreement. Recipient is responsible for any and all breaches of the Agreement caused by its Representatives. Recipient must promptly report to Discloser any actual or suspected violation of the terms of the Agreement and take all reasonable further steps to prevent, control or remedy any such violation.

6.3. **Exclusions.** Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Recipient's or its Representatives' breach of the Agreement; (b) is obtained by Recipient or its Representatives on a non-confidential basis from a third-party that, to Recipient's knowledge, was not legally or

contractually restricted from disclosing such information; or (c) Recipient establishes, by documentary evidence, (i) was in Recipient's or its Representatives' possession prior to Discloser's disclosure hereunder; or (ii) was or is independently developed by Recipient or its Representatives without using any Confidential Information of the Discloser.

6.4. **Ownership of Confidential Information.** Nothing in the Agreement will be construed to convey any title or ownership rights: (a) to the SaaS Product(s), Licensed Product(s), Servant Keeper Documentation, Deliverables or to any patent, copyright, trademark, or trade secret or other intellectual property right or proprietary right embodied therein to Customer, or (b) of a party's Confidential Information to the other.

6.5. **Duration of Obligations.** The obligations and restrictions of a Recipient set forth in this Section 6 (Confidentiality) will apply during the term of this Agreement and for a period of three (3) years following the termination or expiration of this Agreement (the "**Confidentiality Period**"); provided, that, with respect to any Confidential Information that constitutes a "trade secret" under applicable law, the obligations and restrictions of a Recipient set forth in this Section 6 (Confidentiality) will continue for the longer of (i) the Confidentiality Period and (ii) until such Confidential Information ceases to constitute a "trade secret" under applicable law.

6.6. **Injunctive Relief.** A party may seek injunctive or other equitable relief for an actual or threatened breach of this Article 6.

## 7. **DATA USE AND DATA PRIVACY.**

7.1. **Data Processing.** Each party's processing of Personal Information that occurs by or in connection with the Agreement shall comply with all laws, rules, regulations, and orders of any government authority relating to privacy, data protection, and data security ("**Data Protection Laws**"). "**Personal Information**" means information that identifies, relates to, describes, is capable of being associated with, or reasonably linked to a particular End User and includes information that meets any definition of "personal information" or "personal data" under Data Protection Laws.

7.2. **Personal Information of End Users.** In connection with the performance of Servant Keeper's obligations under this Agreement, Servant Keeper may collect or receive Personal Information of members of Customer's organization (each an "**End User**"). When an Authorized User provides Servant Keeper with End User Personal Information through the SaaS Product(s), Premium Support Services, or Professional Services, Servant Keeper is the processor and Customer is the controller. As a processor, Servant Keeper shall process End User Personal Information only on behalf of Customer as necessary to provide the SaaS Product(s), Premium Support Services, or Professional Services, as applicable, and as otherwise permitted or required by Law. As the controller, Customer represents that it has provided all End User notices and obtained all End User consents as required by Data Protection Laws for Servant Keeper to perform and provide the SaaS Product(s), Premium Support Services, and Professional Services, as applicable, contemplated under this Agreement.

7.3. **Collection of Personal Information.** To the extent Servant Keeper collects End User Personal Information in connection with an End User's independent interaction with Servant Keeper (e.g. where an End User uses the text-to-donate feature or visits a Servant Keeper website), Servant Keeper is the controller of the End User Personal Information collected or generated from the End User's interaction. In connection with these interactions, Servant Keeper may make certain End User Personal Information directly available to Customer, which Customer represents and warrants it will only use in accordance with Data Protection Laws. Servant Keeper shall not be required to provide Customer with End User Personal Information related to any End User that has not authorized, directed, or consented to the sharing of their Personal Information, to the extent such authorization, direction, or consent is required by Data Protection Laws, or if the End User has otherwise exercised a right under Data Protection Laws that prohibits the sharing.

7.4. **Data Protection.** Servant Keeper will employ commercially reasonable administrative, technical, and physical safeguards designed to protect the security, confidentiality, and integrity of Personal Information in Servant Keeper's possession and control. Customer is responsible for taking necessary actions to order, enable, or use available data protection features for the SaaS Product(s) as set forth in the applicable Servant Keeper Documentation and accepts responsibility for use of the SaaS Product(s) if Customer fails to take such actions, including meeting any requirement of Law. Servant Keeper is not responsible for any backup, recovery or other steps required to ensure that Customer Data is recoverable in the case of data loss. Customer is solely responsible for backing up Customer Data on a regular basis and taking appropriate steps to safeguard and ensure the integrity of Customer Data.

7.5. **Statistical Information.** Servant Keeper may (a) compile statistical and other information related to the performance, operation and use of the SaaS Product(s) and other services, and (b) use data from the SaaS Product(s) and other services, including Customer's use thereof and Customer Data, in aggregated, anonymized form for security and operations management, to compile statistical and performance information, conduct analysis, and for research and development purposes. Servant Keeper may make such information publicly available, *provided* that such information does not incorporate Customer Data and/or identify Customer's Confidential Information. Servant Keeper retains all rights in such information.

## 8. WARRANTY

8.1. **Warranties.** Servant Keeper warrants to Customer that (a) during the applicable Subscription Term, Servant Keeper will provide the SaaS Product(s) using a commercially reasonable level of care and skill and such SaaS Product(s) shall materially perform in accordance with the Servant Keeper Documentation, (b) for a period of ninety (90) days following delivery of a Licensed Product (as set forth in Section 2.1 of the Supplement), such Licensed Product shall materially perform in accordance with the Servant

Keeper Documentation, and (c) at the time of performance, the Premium Support Services and Professional Services (including any Deliverables) will be performed in a workmanlike and professional manner.

8.2. **No Malware.** Servant Keeper applies processes and technologies to prevent the SaaS Product(s) from containing any viruses or any other contaminants (including codes, commands, instructions, devices, techniques, bugs, web bugs, or design flaws) that access (without authorization), alter, delete, threaten, infect, assault, vandalize, defraud, disrupt, damage, disable, inhibit, or shut down computer systems, networks, infrastructures, devices, websites, databases, software or other data or property ("**Malware**"). Servant Keeper warrants that it will apply the above preventative processes and technologies and will not knowingly insert any such Malware into the SaaS Product(s).

8.3. **Disclaimer of Warranties.** ANY AND ALL SAAS PRODUCT(S), LICENSED PRODUCT(S), PREMIUM SUPPORT SERVICES, PROFESSIONAL SERVICES, DELIVERABLES, CONFIDENTIAL INFORMATION, THIRD-PARTY COMPONENTS (AS DEFINED IN THE SUPPLEMENT), OPEN SOURCE COMPONENTS (AS DEFINED IN THE SUPPLEMENT) AND ALL OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA AND MATERIALS PROVIDED BY SERVANT KEEPER ARE PROVIDED "AS IS", "WHERE IS", AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN ARTICLE 8 (WARRANTY) OF THESE GTC OR ELSEWHERE IN THE AGREEMENT, SERVANT KEEPER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR RESULTS TO BE DERIVED FROM THE USE OF OR INTEGRATION WITH ANY SAAS PRODUCT(S), LICENSED PRODUCT(S), PREMIUM SUPPORT SERVICES, PROFESSIONAL SERVICES, DELIVERABLES, CONFIDENTIAL



INFORMATION, THIRD-PARTY COMPONENTS, OPEN SOURCE COMPONENTS OR ANY OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA OR MATERIALS PROVIDED BY SERVANT KEEPER. NEITHER SERVANT KEEPER (NOR ANY OF ITS SUBSIDIARIES, AFFILIATES, SUPPLIERS OR LICENSORS) WARRANTS OR REPRESENTS THAT THE SAAS PRODUCT(S), LICENSED PRODUCT(S), PREMIUM SUPPORT SERVICES, PROFESSIONAL SERVICES, DELIVERABLES, CONFIDENTIAL INFORMATION, THIRD-PARTY COMPONENTS, OPEN SOURCE COMPONENTS OR ANY OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA OR MATERIALS PROVIDED BY SERVANT KEEPER TO CUSTOMER WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, TECHNOLOGY, SOFTWARE, DATA, CONFIDENTIAL INFORMATION, OR OTHER MATERIALS.

8.4. **Warranty Exclusions.** Notwithstanding anything to the contrary in the Agreement, any and all warranties are void and will not apply if (a) Customer has made changes to the SaaS Product(s), Licensed Product(s), or Deliverables or has permitted any changes to be made other than by or with the express, written approval of Servant Keeper; (b) the SaaS Product(s) or Licensed Product(s), as applicable, are not used in accordance with the Agreement, including the Servant Keeper Documentation; (c) any non-conformity is caused by Customer or by any product or service not provided by Servant Keeper; (d) any non-conformity is caused by any Open Source Component or Third-Party Component, or (e) the SaaS Product(s) or Licensed Product(s) is provided at no charge.

8.5. **Remedy.** Customer's sole and exclusive remedies and Servant Keeper's entire liability for breach of the warranties under this Article 8 (Warranty) will be: (a) with respect to the SaaS Product(s), correct the SaaS Product(s) so that it

(or they) conform to the above warranty (or if Servant Keeper is unable to make the SaaS Product(s) operate as warranted, then Servant Keeper may elect to refund the unused portion of any fees paid to Servant Keeper for the defective SaaS Product(s) and the license for such defective SaaS Product(s) and related Servant Keeper Documentation will terminate), (b) with respect to the Licensed Product(s), if Customer notified Servant Keeper of such warranty failure within the applicable warranty period, correct the Licensed Product(s) so that it (or they) conform to the above warranty (or if Servant Keeper is unable to make the Licensed Product(s) operate as warranted, then Servant Keeper may elect to refund the unused portion of any fees paid to Servant Keeper for the defective Licensed Product(s) and the license for such defective Licensed Product(s) and related Servant Keeper Documentation will terminate), and (c) with respect to the Premium Support Services and Professional Services (including any Deliverables), if Customer notified Servant Keeper of such failure to comply with such warranty within ten (10) days of provisions of the Premium Support Services or Professional Services, as applicable, at issue, then Servant Keeper will reperform that portion of the Premium Support Services or Professional Services, as applicable, that did not comply with the above warranty (or if Servant Keeper is unable to reperform the portion of the Premium Support Services or Professional Services, as applicable, in a manner that complies with such warranty, then Servant Keeper may elect to refund to Customer a portion of the fees paid for such Premium Support Services or Professional Services (or the specific Deliverable, as applicable) that reflect the diminished value of the Premium Support Services or Professional Services, as applicable, as determined by Servant Keeper).

## 9. INDEMNIFICATION

9.1. **Customer Indemnity.** Customer will defend at its expense any cause of action brought against Servant Keeper, to the extent that such cause of action is based on any claim by a third party arising out of or relating to: (a) Customer Data,

(b) any gross negligence, intentional misconduct or fraud of Customer, (c) any Payment Services or otherwise relating to or involving a Payment Processor, or (d) Customer's breach of any Data Protection Laws. Customer will pay those costs and damages finally awarded against Servant Keeper pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Customer. Servant Keeper may retain its own counsel at Servant Keeper's own expense.

9.2. **Servant Keeper Indemnity.** Servant Keeper will defend at its expense any cause of action brought against Customer, to the extent that such cause of action is based on a claim by a third party that the SaaS Product(s) or Licensed Product(s), as provided by Servant Keeper to Customer, infringes a United States patent, United States copyright, or United States trade secret of a third party. Servant Keeper will pay those costs and damages finally awarded against Customer pursuant to any such claim or paid in settlement of any such claim if such settlement was approved in advance by Servant Keeper. Customer may retain its own counsel at Customer's own expense.

9.3. **No Liability.** Servant Keeper will have no liability for any claim of infringement based on: (a) use of the SaaS Product(s) or Licensed Product(s), as applicable, in combination with data, software, hardware, equipment, technology or other materials not provided by Servant Keeper or authorized by Servant Keeper in writing; (b) modifications to the SaaS Product(s), Licensed Product(s), or Deliverables not made by Servant Keeper; (c) Customer Data; (d) Third-Party Components; or (e) Open Source Components.

9.4. **Remedies.** Should the SaaS Product(s) or Licensed Product(s) become, or in Servant Keeper's opinion is likely to become, the subject of a claim of infringement, Servant Keeper may, at its option, (a) obtain the right for Customer to continue using the SaaS Product(s) or Licensed Product(s), (b) replace or modify the SaaS Product(s) or Licensed Product(s) so it is no longer infringing or reduces the likelihood that it will be determined to be infringing, or (c) if neither of the foregoing options is commercially

reasonable, terminate the access and Use of the SaaS Product(s) or Licensed Product(s). Upon such termination, Customer shall cease Using the SaaS Product(s) or Licensed Product(s) and Servant Keeper will refund to Customer, as Customer's sole remedy and Servant Keeper's sole liability for such termination, the amount of the unused portion of prepaid fees for the terminated SaaS Product(s) or Licensed Product(s) calculated as of the effective date of termination.

9.5. **Exclusive Remedy.** The provisions of Article 9 (Indemnification) state the sole, exclusive, and entire liability of the parties, their Affiliates, and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third-party claims and to the infringement or misappropriation of third-party intellectual property rights.

9.6. **Indemnification Procedures.** Each party's obligations as set forth in this Article are subject to the other party: (a) giving the other party prompt written notice of any such claim or the possibility thereof; (b) giving the other party sole control over the defense and settlement of any such claim; and (c) providing full cooperation in good faith in the defense of any such claim.

## 10. LIMITATION OF LIABILITY

10.1. **Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVANT KEEPER BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN AN EQUITABLE, LEGAL, OR COMMON LAW ACTION ARISING HEREUNDER FOR CONTRACT, STRICT LIABILITY, INDEMNITY, TORT (INCLUDING NEGLIGENCE), ATTORNEY'S FEES AND COSTS, OR OTHERWISE, FOR DAMAGES WHICH, IN THE AGGREGATE, EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SAAS PRODUCT(S), LICENSED PRODUCT(S), PREMIUM SUPPORT SERVICES, OR PROFESSIONAL SERVICES, AS APPLICABLE, GIVING RISE TO SUCH DAMAGES IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM.

10.2. **Exclusion of Certain Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SERVANT KEEPER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND AND HOWEVER CAUSED, OR ATTORNEYS FEES AND COSTS, OR DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF PROFITS, BUSINESS OPPORTUNITIES, OR GOODWILL.

10.3. **Applicability of Limitations.** THE FOREGOING LIMITATIONS APPLY EVEN IF SERVANT KEEPER IS NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

## 11. TERM AND TERMINATION

11.1. **Subscription Term.** The term of the Agreement shall begin on the effective date of the Order and shall continue for the term set forth in the Order ("**Initial Subscription Term**"). The Subscription Terms shall renew automatically for the period set forth in the Order ("each a "**Subscription Term**"). Where an Order does not provide a Subscription Term, the Initial Subscription Term shall continue for one (1) month following the effective date of the Order and automatically renew for successive one (1) Subscription Terms until terminated in accordance with this Agreement.

11.2. **Termination by Servant Keeper.** The Agreement may be terminated by Servant Keeper for any reason or no reason upon thirty (30) days written notice to Customer. Customer shall be entitled to a pro-rata refund of any unused fees paid.

11.3. **Termination by Customer.** The Agreement may be terminated by Customer on thirty (30) days' written notice to Servant Keeper if Servant Keeper fails to perform any material obligation set forth in the Agreement, and such failure is not cured within such thirty (30) day period.

11.4. **Suspension.** Servant Keeper has the right to suspend Customer's Use of the SaaS Product(s), Premium Support Services, Professional Services, or other services or remove any data or content transmitted via the SaaS Product(s) or

other services without liability (a) if Servant Keeper reasonable determines that there is a threat or a risk of threat the functionality, security, integrity, or availability of the SaaS Product(s), services or any content, data, or applications in the SaaS Product(s) or services; (b) if Servant Keeper reasonably believes that the SaaS Product(s) or services are being used in violation of the Agreement or applicable Law; (c) if requested by a law enforcement or government agency or otherwise to comply with applicable Law; or (d) as otherwise specified in the Agreement. Information on Servant Keeper's systems may be unavailable to Customer during a suspension. Servant Keeper will use commercially reasonable efforts to give Customer notice of a suspension unless Servant Keeper determines in its commercially reasonable judgment that a suspension on shorter or contemporaneous notice is necessary to protect Servant Keeper or its customers. Servant Keeper will use commercially reasonable efforts to lift the suspension promptly after Servant Keeper determines that the issue causing the suspension has been resolved. Any suspension under this Section shall not excuse Customer from Customer's obligation to make payments under the Agreement unless the events giving rise to the suspension were not substantiated, in which case Customer is not obligated to pay based on the time period the services were suspended on a pro rata basis.

11.5. **Effect of Termination.** Upon termination or expiration of the Agreement, Customer shall no longer Use the SaaS Product(s) and Customer's rights to the affected Licensed Product(s), if any, Servant Keeper Documentation, Servant Keeper's Confidential Information and any other Servant Keeper materials (collectively, the "**Servant Keeper Materials**") will cease. Customer shall immediately stop using such Servant Keeper Materials and shall return such Servant Keeper Materials to Servant Keeper, or destroy all copies thereof (except for the copies retained for archival purposes).

11.6. **Other Remedies.** Termination of the Agreement will not limit either party from pursuing other remedies available to it, including injunctive relief,

nor will such termination relieve Customer's obligation to pay all fees that have accrued or are otherwise owed by Customer under the Agreement.

## 12. CUSTOMER OBLIGATIONS

12.1. **Compliance.** Customer shall comply with all applicable Laws in connection with (a) Customer's use of the SaaS Product(s) or Licensed Product(s), and (b) Customer Data. Customer shall not provide to Servant Keeper any technical data as that term is defined in the International Traffic in Arms Regulations at 22 CFR 120.10.

12.2. **Export.** Customer must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations.

12.3. **Secure Access.** Customer shall keep the login names and the passwords required for the use of the SaaS Product(s) confidential, to keep it in a safe place, and to protect it against unauthorized access by third parties with appropriate precautions, and to instruct its Authorized Users to do the same.

12.4. **Customer Data.** Before entering Customer Data, the Customer shall identify and remove all Malware. In addition, Customer is responsible for the entry, integrity, and the maintenance of Customer Data entered into the SaaS Product(s) or used in connection with the Licensed Product(s). Customer shall ensure that all personal information is only entered and stored in the SaaS Product(s) data fields that are designed for such information and that all Customer Data is free of Malware.

## 13. MISCELLANEOUS

13.1. **Assignment.** Neither party may assign the Agreement or otherwise transfer any license created hereunder without the prior written consent of the non-assigning party. Any purported assignment of the Agreement, or any license or rights in violation of this Section 13.1 will be deemed void. Notwithstanding the foregoing, either party may assign the Agreement in the event of a merger, reorganization, or the sale of majority of the assets or equity interests in the assigning party. A change of control shall not be deemed an assignment hereunder.

13.2. **Subcontractors.** Servant Keeper will have the right to use third parties, including Servant Keeper's Affiliates ("**Subcontractors**") in performance of its obligations and services.

13.3. **Survival.** The provisions set forth in Articles and Sections 1.1, 2.8, 3, 4.4, 4.5, 5, 6 (for the time period specified therein), 8.3, 8.4, 8.5, 9, 10, 12, and 13 of these GTC will survive termination or expiration of the Agreement.

13.4. **Notices.** All notices required under the Agreement shall be given in writing and will be deemed effective upon delivery to the party to whom addressed at the address specified on the Order or to such other address as the parties may designate in writing.

13.5. **Force Majeure.** Servant Keeper will not be liable to Customer for any delay or failure to perform its obligations hereunder (other than for the payment of amounts due) if such delay or failure arises from any cause or causes beyond the reasonable control of the affected party, including acts of God, flood, fire, loss of electricity or other utilities, epidemic, pandemic, act of a public enemy or terrorist, act of any military, civil, regulatory or governmental authority, change in law or regulation, labor problem or unavailability of supplies and any other cause, whether similar or dissimilar to any of the foregoing that could not have been prevented by Servant Keeper with reasonable care ("**Force Majeure Event**"). A Force Majeure Event does not excuse Customer's payment obligations under this Agreement.

13.6. **Amendments.** Except as provided in Section 2.7 (Modifications), the parties agree that the Agreement cannot be altered, amended or modified, except by a writing signed by an authorized representative of each party.

13.7. **Non-Solicitation.** During the term of this Agreement and for a period of six (6) months thereafter, Customer shall not hire, solicit, nor attempt to solicit, the services of any employee of Servant Keeper providing services to Customer under this Agreement without the prior written consent of Servant Keeper. The foregoing limitation shall not apply to a hiring pursuant to general solicitations for employment.

- 13.8. **Headings.** Headings are for reference purposes only, have no substantive effect, and will not enter into the interpretation hereof.
- 13.9. **No Waiver.** No failure or delay in enforcing any right or exercising any remedy will be deemed a waiver of any right or remedy.
- 13.10. **Severability and Reformation.** Each provision of the Agreement is a separately enforceable provision. If any provision of the Agreement is determined to be or becomes unenforceable or illegal, such provision will be reformed to the minimum extent necessary in order for the Agreement to remain in effect in accordance with its terms as modified by such reformation.
- 13.11. **Customer Purchase Orders.** Any and all terms contrary to or expanding upon the terms and conditions contained in the Agreement, including terms set forth in a Customer's purchase order, will be void and of no effect.
- 13.12. **Independent Contractor.** Servant Keeper is an independent contractor and nothing in the Agreement will be deemed to make Servant Keeper an agent, employee, partner, or joint venturer of Customer.
- 13.13. **No Third-Party Beneficiaries.** The Agreement is for the sole benefit of the parties and their respective successors and permitted assigns and nothing in the Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of the Agreement.
- 13.14. **Governing Law; Venue.** The laws of the State of Delaware, USA govern the interpretation of the Agreement, regardless of conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application to the Agreement. The parties agree that the federal and state courts located in Delaware USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to the Agreement.
- 13.15. **Electronic Signatures.** Electronic signatures that comply with applicable Law are deemed original signatures.
- 13.16. **Interpretation.** References to "include" and "including" means including without limiting the generality of any description preceding such term and "or" or "and/or" is not exclusive.
- 13.17. **Entire Agreement.** The Agreement constitutes the entire agreement between the parties regarding the subject matter thereof.

[Continued on Next Page]



## Exhibit A Supplement for On-Premise Licensed Products

If the Order provides that Servant Keeper, LLC and/or any of its affiliates (collectively, “**Servant Keeper**”) is licensing on-premise software products to Customer, Customer shall also comply with the following Supplement for On-Premise Licensed Products to the General Terms and Conditions. This Supplement for On-Premise Licensed Products to the General Terms and Conditions (this “**Supplement**”) sets forth the terms and conditions under which Customer may use the on-premise software product(s) referred to by Servant Keeper as “Servant Keeper Church Software” that are ordered by Customer in such Order (the “**Licensed Product(s)**”). Capitalized terms used but not defined in this Supplement shall have the meanings given to them in the General Terms and Conditions (the “**GTC**”) or elsewhere in the Agreement.

### 1. LICENSE GRANT AND RIGHT OF USE

- 1.1. **Perpetual License Grant.** Subject to the terms and conditions of the Agreement, including the payment of fees and Customer’s compliance with all obligations set forth in the Agreement, in the event Customer has purchased a license pursuant to the applicable Order, Servant Keeper hereby grants Customer a perpetual, nonexclusive, non-sublicensable, non-assignable, and non-transferable right to use only the object code version of the Licensed Product(s) in the United States solely for the following purposes (“**Use**”): (a) to perform those functions defined in the applicable Servant Keeper Documentation, (b) for its internal business purposes, and (c) within the express limitations of the “Charge Metric” for each Licensed Product as set forth in the applicable Documentation and this Supplement (the applicable charge metric for such Licensed Product(s), the “**Licensed Product Charge Metric**”). This right is limited to the level of Use set forth on the applicable Order. Customer’s Use also may be limited to a specified machine, or only as a Supporting Program (as defined below), or subject to other restrictions as set forth on the applicable Order and as further described in the Agreement. No other use is permitted without the payment of additional fees. Servant Keeper reserves the right to determine whether to make such additional rights available to Customer.
- 1.2. **Charge Metrics.** The Licensed Product is licensed for use by a single device. Servant Keeper grants Customer the right to install and run that one copy on one computer (the licensed computer) for use by one person at a time, but only if Customer complies with all the terms of this Agreement. Customer may move the Licensed Product to another computer on the terms in this Agreement but may not transfer it to another organization. If the Licensed Product is moved to another computer, Customer must first deactivate the original computer before the license can be activated on another computer. The components of the Licensed Product are licensed as a single unit. Customer may not separate or virtualize the components and install them on different computers. The Licensed Product may include more than one version, such as 32-bit and 64-bit, and Customer may install and use only one version at a time. Except for the permitted use described under “Remote Access” below, this license is for direct use of the Licensed Product only through the input mechanisms of the licensed computer, such as a keyboard, mouse, or touchscreen. It does not give Customer permission for installation of the Licensed Product on a server or for use by or through other computers or devices connected to the server

over an internal or external network. The Licensed Product also is not licensed for commercial hosting. For more information on multiple user scenarios and virtualization, see the section "License Rights and Multi User Scenarios" below.

- 1.3. **Remote Access.** The Authorized User of Customer that primarily uses the licensed computer is the "primary user." The primary user may access and use the Licensed Product installed on the licensed device remotely from any other device, as long as the Licensed Product installed on the licensed device is not being used non-remotely by another user simultaneously. As an exception, Customer may allow others to access the Licensed Product simultaneously only to provide Customer with technical support.
- 1.4. **License Rights and Multi User Scenarios.**
  - (a) In this Agreement, "computer" means a hardware system (whether physical or virtual) with a storage device capable of running the Licensed Product. A hardware partition or blade is considered to be a computer.
  - (b) Customer may not use hardware or software to multiplex or pool connections, or otherwise allow multiple users or multiple computers or devices to access or use the software indirectly through the licensed computer.
  - (c) If Customer uses virtualization software, including client hyper-v, RDS, or terminal services to create one or more virtual computers on a single computer hardware system, each virtual computer, and the physical computer, is considered a separate computer for purposes of this Agreement. Please also see the section "Copies of Licensed Product" below. Content protected by digital rights management technology or other full-volume disk drive encryption technology may be less secure in a virtualized environment.
- 1.5. **Restrictions.** Because the Licensed Product is licensed, not sold, Servant Keeper reserves all rights (such as rights under intellectual property laws) not expressly granted in this Agreement. When using Internet-based features, Customer may not use those features in any way that could interfere with anyone else's use of them, or to try to gain access to any service, data, account or network, in an unauthorized manner or to otherwise engage in, directly or indirectly, any activity that would be prohibited pursuant to Section 2.3 (Additional Restrictions) of the GTC or any other provision of the Agreement.
- 1.6. **Authorized Users.** Subject to the terms and conditions of the Agreement, Customer may permit its Authorized Users to Use the applicable Licensed Product(s) and Servant Keeper Documentation. Permitted Contractors may Use the Licensed Product(s) and Servant Keeper Documentation only for Customer's business purposes and benefit. Customer is fully liable for the breach of the Agreement by, and the acts and omissions of, Authorized Users (including any usage charges or overage charges) under the Agreement.
- 1.7. **Monitoring of Use.** Customer will monitor its own use of the Licensed Product(s) and each calendar quarter report all use in excess of the Charge Metrics. Servant Keeper may continuously monitor the Licensed Product(s) and any other services it provides, including monitoring to verify Customer's use thereof compliance with the Agreement.
- 1.8. **Customer License Grant.** Customer grants to Servant Keeper a non-exclusive, royalty-free license to access, use, reproduce, modify, perform, display, distribute, and otherwise process any and all Customer Data as is reasonable or necessary for Servant Keeper to perform or provide or provide the Licensed Product(s).
- 1.9. **Maintenance Releases.** From time to time during the Term and subject always to this Agreement, Servant Keeper may provide Customer with updates, upgrades, releases, or other adaptations or modifications of the Licensed Product(s), including any updated Servant Keeper Documentation, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Licensed Product(s) (collectively, "**Maintenance Releases**"). All Maintenance Releases provided by Servant Keeper to Customer are deemed Licensed Product(s). Customer will install all Maintenance Releases as soon as practicable after receipt. Customer does not have any right hereunder to receive any new versions of the

Licensed Product(s) that Servant Keeper may, in its sole discretion, introduce and market generally as a distinct licensed product from time to time. Customer may only obtain Maintenance Releases for the Licensed Product from Servant Keeper.

1.10. **Upgrades.** If Customer installs the Licensed Product as an upgrade or conversion to any existing license to Servant Keeper software pursuant to a separate agreement, then the upgrade or conversion replaces the original software that Customer is upgrading or converting from. Customer does not retain any rights to the original software after Customer has upgraded and Customer may not continue to use it or transfer it in any way. This Agreement governs Customer's rights to use the upgrade software and replaces the agreement for the software from which Customer is upgrading.

1.11. **Third-Party Services.**

(a) The Licensed Product(s) may include integrations with services and data made available by third parties that are accessed through the Licensed Product(s) and are subject to the terms and conditions of those third parties. The Agreement does not apply to those services and data and they are not part of the Licensed Product(s).

(b) Servant Keeper users who install Servant Keeper natively on their MAC will use the MAC installation file facilitated by a Codeweavers OEM license. A Codeweavers OEM license is required for each SK seat license installed on a Macintosh computer. The Codeweavers OEM license is required to be purchased at the time the seat license is purchased, or at the time the user transfers their seat license from a Windows PC to a MAC computer.

(c) While the Licensed Product is running, Customer may use its fonts to display and print content. Customer may temporarily download the fonts to a printer or other output device to print content, and Customer may embed fonts in content only as permitted by the embedding restrictions in the fonts.

1.12.

## 2. DELIVERY/VERIFICATION

2.1. **Delivery.** Unless otherwise specifically provided in the Order, Servant Keeper shall deliver to Customer one (1) master copy of the Licensed Product(s) (each a "**Master Copy**") solely for the purpose of allowing Customer to use such Master Copy on the Customer's licensed computer. For purposes of this Supplement, delivery will be deemed complete when Servant Keeper physically delivers, or causes a third party to deliver, a Master Copy to Customer, or makes the Master Copy available to Customer for downloading from Servant Keeper's designated site and has provided Customer with the appropriate authorization to access the site. Servant Keeper will provide Customer with a license key that is required to activate and use the Licensed Product(s). The license key is used to ensure that the Licensed Product(s) operates in accordance with the license granted to the Customer in this Supplement for Licensed Product. As such, the Licensed Product(s) may contain time-out devices, counter devices, or other similar devices intended to prevent the Licensed Product(s) from being used beyond the bounds of the license.

2.2. **Activation**

(a) During activation, the Licensed Product will send information about the Licensed Product and Customer's computer to Servant Keeper. This information includes the version, license version, and product key of the Licensed Product, the Internet protocol address of the computer, and information derived from the hardware configuration of the computer. If the licensed computer is connected to the Internet, the Licensed Product will automatically connect to Servant Keeper for activation.

(b) Some changes to Customer's computer components or the Licensed Product may require re-activation of the Licensed Product.

(c) During online activation, if the licensing or activation functions of the Licensed Product are found to be counterfeit or improperly licensed, activation will fail. The Licensed Product may



notify Customer if the installed copy of the Licensed Product is improperly licensed. In addition, Customer may receive reminders to obtain a properly licensed copy of the Licensed Product.

2.3. **Proof of License.**

- (a) If Customer acquired the Licensed Product in a physical package, Customer's proof of license is the accompanying genuine product key, and Customer's proof of purchase. If Customer acquired and downloaded the Licensed Product online, Customer's proof of license is the genuine product key or PIN for the Licensed Product that Customer received with its purchase, and Customer's proof of purchase from the Servant Keeper online store. Proof of purchase may be subject to verification.
- (b) If Customer upgrades or converts the Licensed Product, Customer's proof of license is the genuine product key and Customer's proof of purchase.

2.4. **Copies of the Licensed Product.** Customer may not make any copies of the Master Copy, including for archival purposes and backup. This license allows Customer to install only one copy of the Licensed Product for use on one computer, whether that computer is physical or virtual. If Customer wants to use the Licensed Product on more than one computer, Customer must obtain separate, physical copies of the Licensed Software and purchase a separate license for each copy.

2.5. **Marking.** Customer shall not delete any copyright notices, proprietary legends, any trademark and service mark attributions, any patent markings, and other indicia of ownership and confidential markings on all copies of the Licensed Product(s) and any other Servant Keeper materials provided to Customer.

2.6. **Records.** Customer shall keep and maintain complete and accurate records of each copy of the Licensed Product(s). Customer shall, upon Servant Keeper's written request, provide reports to Servant Keeper specifying the cumulative total of copies, and all other reasonably pertinent distribution information. All reports are to be delivered to Servant Keeper within thirty (30) days of such request.

2.7. **Verification.** During the term of the Agreement and for a period of two (2) years following any termination or expiration of the Agreement, Customer shall maintain written records related to the use of the Licensed Product(s) by Customer, as reasonably necessary to verify compliance with the licensing and usage terms of the Agreement. Such records will be kept in accordance with Customer's records retention policy and records retention schedule applicable thereto. From time to time upon reasonable notice to Customer, Servant Keeper may itself or through a third party verify Customer's compliance with this Agreement ("**Verification**"). Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Servant Keeper's option, Servant Keeper may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted by Supplier to Customer in the Agreement. If Verification or self-audit reveals unlicensed use of the Licensed Product(s), Customer shall compensate Servant Keeper for such usage. If material unlicensed usage is found during Verification, Customer shall reimburse Servant Keeper for the actual costs associated with performance of the Verification. Servant Keeper and any third party involved in the Verification will use the information obtained in compliance review only to enforce Servant Keeper's rights and to determine Customer's compliance with the terms of the licenses granted in the Agreement.