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TERMS OF SERVICE

Please read these terms of the Clavis Insight Subscription service (“Terms”) carefully. In the absence of a signed legal agreement between your company and Clavis Insight, these terms apply. They constitute a legally binding agreement and contain terms limiting our liability to you and exclusions of certain warranties. **BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS.** If you are using the Service on behalf a company, you must have the authority to bind that company to these Terms. If you are not willing to be bound by these Terms, you should not use the Service. **However, if a separate legal agreement has been signed between your Company and Clavis Insight, then the terms of the other agreement take precedence over the terms outlined herein.**

The Clavis eCommerce Insight Service (“Clavis Insight Service”) and related Business Consultancy Services (“Consultancy Services”), (jointly “Clavis Services”) are made available by Clavis Technology Limited trading as Clavis Insight, an Irish-registered company (“Clavis”, “us” or “we”) with its primary office located at O’Connell Bridge House, Dublin 2, Ireland.

The contract for supply of the Clavis Services is agreed and entered into by the signing of the Commercial Terms Form. “Commercial Terms Form” means any order form for the supply of Clavis Services signed by you as a commitment to purchase. Once signed, the Commercial Terms Form combined with these Terms and all appendices attached or referred to, together constitute the entire agreement between the parties specified in the Commercial Terms Form. This contract comes into force on “Effective Date”

1. ACCESS TO CLAVIS INSIGHT SERVICE

The Clavis Insight Service may include access to the following: (i) Clavis eCommerce Insight Service (via the Clavis website/portal), documentation, sample business rules, glossaries and any fixes, updates and upgrades provided; (ii) the Clavis Application Programming Interface (“Clavis API”) and/or Clavis plugins, necessary for you to make use of Clavis functionality; (iii) the Clavis dashboard, analysis tools and administrative console; and (iv) a variety of reports.

Subject to you purchasing the Clavis Insight Service in accordance with the terms and conditions of this agreement and the restrictions set out in clause 4, we hereby grant you a non-exclusive, non sublicenseable, non-transferable right to use, and to permit the Users (as defined below) to use the Clavis Service during the Subscription Term solely for your internal business operations.

Access to the Clavis Insight Service is limited to those of your employees, contractors and business partners who have been issued usernames and passwords by you or by us (“Users”). Third party contractors and consultants who have been engaged by you are required to sign a separate user agreement before access to the Clavis Insight Service will be provided. Each User must have a personal, non-transferable password which they are obliged to keep confidential. User accounts should not be “shared” or used by more than one individual. User licenses can be transferred to another User only if a previous User becomes inactive and is no longer able to access the Clavis Insight Service.

2. BUSINESS CONSULTANCY SERVICES

During the term of this Agreement Clavis will provide Consultancy Services to Customer in accordance with this Agreement. The services to be performed, fees and other work particulars shall be more fully described in a Statement of Work (“SOW”) or any other ordering mutually agreed to by all parties and signed by the party to be bound. Customer understands and acknowledges that Clavis’ performance is dependent on

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Customer's timely and effective performance of any Customer Responsibilities set forth in this Agreement and the applicable SOW.

Clavis will provide such resources and utilize such employees and/or consultants as it deems necessary to perform the Consultancy Services. Customer and Clavis agree to cooperate in good faith to achieve completion of the Services in a timely and professional manner. Clavis shall bear no liability or otherwise be responsible for delays in the provision of Services or any portion thereof occasioned by Customer's failure to complete a Customer task or adhere to a Customer schedule.

Either party may, at any time, request changes to a SOW by submitting a written change request which identifies in reasonable details each of the following: (i) summary of requested change; (ii) why the change is needed, (iii) when the change is needed. Proposed changes to an existing SOW, or the issuance of a new SOW, may impact the project schedule, price or scope. Clavis will evaluate Customer's change request, considering the feasibility of the change and impact on other project components. Changes to the SOW become effective when Customer and Clavis accept the Change Order in writing. Customer acknowledges that Clavis shall not be responsible for the impact of recommended modifications contained within a Change Order if Customer decides not to accept a written Change Order and corresponding SOW. In the event of any conflicts or inconsistency, the terms of an executed Change Order shall prevail over those of this Agreement and the applicable SOW.

3. SERVICE UPDATES

We may update the Clavis Insight Service from time to time and may add new or different features and functionality. Provided you are current with payment of all applicable fees, you will be granted access to the updated versions of features to which you have subscribed. Optional new features and functions may be subject to additional fees. We may also adjust or delete certain features of the Clavis Insight Service from time to time. Should a deletion of a feature or part thereof materially impact the level of service provided by us, we shall discuss with you, acting in good faith, whether a credit of fees representing the value of the adjusted or deleted feature is warranted.

The provision of the Clavis Insight Service is conditional on us being able to access certain third party web sites or certain third party services. Should it not be possible to access any third party websites or service due to no fault of ours, we reserve the right to amend the agreement with you and to credit pro rata a portion of the Subscription Fees paid which equates to the remainder of the Subscription Term or Renewed Subscription Term for the affected service. This shall be your sole remedy and our only obligation and liability in respect of non-performance and non-availability of the Clavis Insight Service.

4. FEES

The Commercial Terms Form specifies the fees payable by you, which may include, an Annual Subscription Fee, and shall also specify additional commercial terms and charges which may be applicable.

Late or Non-Payments. You shall be liable for all costs (including reasonable attorney fees) associated with Clavis' collecting delinquent or dishonored payments.

5. PERSONAL DATA

If we process any personal data on your behalf when performing our obligations under this agreement, the parties record their intention that you shall be the data controller and we shall be a data processor and in any such case: (i) you shall ensure that you are entitled to transfer the relevant personal data to us so that we may lawfully process the personal data in accordance with this agreement; (ii) we shall process the personal data only in accordance with these Terms and as set out below and any lawful instructions reasonably given by you from time to time; and (iii) and each party shall take appropriate technical and

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organisational measures against unauthorised or unlawful processing of the personal data or its accidental loss, destruction or damage.

We may use information you provide to us for the purposes of providing the Clavis Insight Service and to communicate to you and the Users with respect to the Clavis Insight Service, updates and enhancements as well as to provide notifications of other products and services offered by Clavis. We will not sell, rent or otherwise disclose any personal data to any third party, without your consent except in the following circumstances: (i) we do use and share non-personal, non-individual information in aggregate form with third parties for business purposes. This does not involve disclosing any personal data which can identify any individual user in any way; (ii) we may disclose personal data to any appropriate investigative third party if we believe that you or your Users are involved in any illegal or harmful conduct or if we are required to do so by law or if we believe that such action is necessary to (1) comply with the law or with legal process; (2) protect and defend our rights and property or that of our customers; (3) prevent fraud; (4) protect against abuse, misuse or unauthorized use of the Clavis Insight Service; or (5) protect the personal safety or property of our customers or the public; (iii) we may employ other companies to provide services to it, including for example, hosting providers. These companies have access to the personal information needed to perform their functions and not for any other purposes. They are bound by confidentiality agreements not to disclose any information for any other purpose; and (iv) we may transfer our databases, including personal data contained therein, to a third party who acquires all or substantially all of the assets or stock in the company or the Clavis Insight Service whether by merger, acquisition, reorganization or otherwise.

6. SUPPORT SERVICES.

Provided that all relevant paperwork (in particular purchase orders) is in place and you are current with your payments, technical support will be provided to you in accordance with the Clavis Support Terms outlined in Appendix 1.

7. YOUR RESPONSIBILITIES

7.1 You may not use and you shall procure that the Users do not use, the Clavis Insight Service to:

- (a) upload, post, email, or otherwise transmit or make available:
 - (i) any content or material that you do not have a right to transmit or any material that infringes any patent, trademark, trade secret, copyright, or other proprietary right of any party or which is otherwise unlawful, or objectionable material or message
 - (ii) any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment or which might otherwise interfere with or disrupt the Clavis Insight Service;
 - (iii) harm us or third parties in any way;

7.2 You may not and you shall procure that the Users do not:

- (a) copy, modify or create derivative works of the Clavis Insight Service or portions thereof; or
- (b) disclose or allow access to the Clavis API to any third party or distribute the Clavis plugins in any form;
- (c) disclose the results of any quality, benchmark or performance testing of the Clavis Insight Service to any third party without our prior written approval;
- (d) work around any technical restrictions in the Clavis Insight Service;
- (e) allow access to, publicly perform or display the Clavis Insight Service other than to your Users for the purposes of data submission and data quality management;
- (f) transfer your access to the Clavis Insight Service or this agreement to any third party; or
- (g) sell or distribute any Reports to any third parties,

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You are responsible for all activity occurring under your use and use by any and all Users of the Clavis Insight Service and you shall be liable and hold us harmless for your acts or omissions as well as those of Users and your sub-contractors and agents. You shall abide by all applicable national and foreign laws, treaties and regulations in connection with your use of the Clavis Insight Service, including those related to data privacy, international communications, employment law, intellectual property and the transmission of technical or personal data.

8. OWNERSHIP

The Clavis Insight Service is owned by us and is protected by copyright and other intellectual property laws. All rights not expressly granted herein are reserved by us.

As a result of the operation of the Clavis Insight Service, we may obtain general knowledge and know-how related to data quality and common errors (from your feedback or otherwise). During the Term and after termination, we may use such general knowledge and know-how for the purposes of improving the Clavis Insight Service.

9. IP INDEMNITY

Subject to Clause 12, we shall defend you against any claim or action to the extent that such a claim or action is based on a claim that the Clavis Insight Service infringes the intellectual property rights of a third party ("IPR Claim"), and we shall pay any damages and costs finally awarded against you relating to such IPR Claim which are specifically attributable to the IPR Claim. This indemnity is conditional on you (a) notifying us in writing of any IPR Claim; (b) allowing us to conduct all negotiations and proceedings and providing us with all reasonable assistance in respect of the IPR Claim; and (c) not making any admission or attempt to settle the IPR Claim. If an IPR Claim is made, we shall in our sole discretion either (a) procure the right for you to continue to use the Clavis Service; (b) replace or modify the Clavis Insight Service with a service of equivalent functionality; or (c) terminate this agreement and your access to the Clavis Insight Service. This indemnity shall not apply if (a) the IPR Claim is as a result of any modification or misuse of the Clavis Insight Service by you, (b) the IPR Claim is as a result of any use in combination with material not supplied by us; or (c) you fail to comply with your obligations under this clause.

10. RENEWAL

Your access to the Clavis Insight Service will continue for the Subscription Term specified in the Commercial Terms Form. Thereafter, access by you to the Clavis Insight Service will continue indefinitely, renewing on an annual basis, ("Renewed Subscription Term") unless terminated by either party giving to the other ninety (90) days written notice prior to the end of each yearly Renewed Subscription Term. Any termination by you must be verified by your Customer Administrator (as identified in the Commercial Terms).

A renewal invoice will be issued annually prior to the expiry of each Renewed Subscription Term and all fees must be paid prior to the commencement of the Renewed Subscription Term in order to maintain access to the Clavis Insight Service. Failure to do may result in us terminating you and your Users access to the Clavis Insight Service without any liability to you and without prejudice to any of our rights in law or equity. We reserve the right at our sole discretion to charge a separate reconnection fee should you subsequently request access to the Clavis Insight Service.

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11. TERMINATION

This agreement and your right to use the Clavis Insight Service shall terminate with immediate effect by notice in writing if you commit a remediable material breach (which shall include non-payment) or willful and repeated non-material breaches and you fail to remedy the same within thirty (30) days of receipt from us of a notice identifying the breach(es) and requiring it to be rectified or on thirty (30) days written notice if you commit an irreparable material breach of this agreement, All outstanding fees are payable on termination.

Upon termination, you and your Users shall immediately cease use of the Clavis Insight Service (and you acknowledge that we may terminate your account immediately). In this case, no refund of pre-paid fees will be provided by Clavis.

Unless your access to the Clavis Insight Service has been terminated for non-payment or for breach by you of these Terms, we will maintain your data and reports for a period of not less than thirty (30) days and make it available to you to download in a format reasonably determined by us. If we terminate your access to the Clavis Insight Service for non-payment or breach of these Terms, you should be aware that all your data and reports may be deleted permanently and may not be retrievable.

We are not obliged to maintain your data for longer than three (3) months after you have stopped using the Clavis Insight Service.

12. WARRANTIES

Clavis warrants to provide the Clavis Insight Service in a manner consistent with the generally accepted industry standards reasonably applicable to the provision thereof and that the Clavis Insight Service will provide the features and functionality detailed on the Clavis website under normal use and circumstances.

Clavis warrants that Consultancy Services which are delivered hereunder will be performed in a professional manner consistent with the quality of Clavis' performance of services for similarly situated customers and in accordance with generally accepted industry standards. Clavis makes no guarantee that the Consultancy Services will achieve Customer's specific goals.

EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE EXCLUDE ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, THAT THE CLAVIS SERVICE WILL MEET YOUR REQUIREMENTS, OR THAT THE CLAVIS SERVICES WILL BE UNINTERRUPTED, TIMELY OR ERROR-FREE. WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE CLAVIS SERVICE OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE CLAVIS SERVICE. NO PERSON, OTHER THAN AN OFFICER OF OURS IS AUTHORISED TO INCUR WARRANTY OBLIGATIONS ON OUR BEHALF OR TO EXPAND OR MODIFY THE LIMITATIONS SET FORTH HEREIN.

Internet Delays. CLAVIS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

13. LIMITATION OF LIABILITY

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In no event shall we be liable for any direct, indirect, special, incidental or consequential damages whatsoever arising out of the use of or inability to use the Clavis Insight Service and/or the provision of Consultancy Services, whether based on contract, tort or other legal theory, even if we have been advised of the possibility of such damages.

If we are held liable for any reason under this Agreement or in relation to Clavis Services (including as a result of a breach of Clause 8), in no event will our liability exceed the fees paid by you in respect of Clavis Services for the previous twelve (12) months.

14. CONFIDENTIAL INFORMATION

“Confidential Information” means all documentation, technical information, software, business information, pricing of the Clavis Insight Service, trade secrets or know how or other materials of a confidential nature and/or that are disclosed in confidence by either of us to the other during the term of this agreement including data you provide. We each agree to hold, by using the same degree of care that we each take for our own information of a similar nature, each other’s Confidential Information in confidence. You acknowledge that details of the Clavis Insight Service, and the results of any performance tests of the Clavis Services, constitute our Confidential Information. You agree that we may name you as a customer in a general context.

15. ENTIRE AGREEMENT

These Terms and the Commercial Terms (if any) constitute the complete and entire agreement of the parties and supersede all previous communications, oral or written, and all other communications between us relating to the use of the Clavis Insight Service. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

16. GENERAL

If any provision of this Agreement is judged to be unenforceable, that provision shall be amended to the extent necessary to make it enforceable.

17. APPLICABLE LAW

United States. If you are based in the United States, New York state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles.

Outside the United States. If you acquired the software in any other country, the laws of Ireland apply and the parties hereto submit to the exclusive jurisdiction of the courts located in Dublin.

The U.N. Convention of Contracts for the International Sale of Goods is expressly excluded from any interpretation of this Agreement.

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APPENDIX 1

CLAVIS SERVICE AND SUPPORT LEVEL AGREEMENT

Clavis will provide you, the “Customer” with Service and Support levels as follows:

1. Definitions

1.1 “**Issue**” means a defect or combination of defects in the Clavis Services that results in a failure of the Clavis Services to function substantially in accordance with the Clavis documentation and the specifications contained on the Clavis website.

1.2 A “**Reproducible defect**” means a defect that Clavis can reproduce and verify using that version of the Services licensed to the Customer and using the input data which generated the defect, as delivered by the Customer to Clavis.

Issues exclude those defects caused by:

- (a) Use of the Clavis Services not in accordance with Clavis’ supporting documentation or written instructions;
- (b) Negligence of the Customer, accident, misuse or operator error;
- (c) Failure of internet connections or the Customer’s systems and/or hardware.

“**Business Day**” means any day other than a Saturday, Sunday, or public holiday.

2. Service Delivery.

2.1 Clavis will provide at least a 99.5% uptime service availability per calendar month. (“**Uptime Service Availability**”).

2.2 Uptime Service Availability does not include:

- (a) Planned maintenance which will be notified to the Customer 72 hours in advance.
- (b) Unscheduled maintenance which will be notified to the Customer 24 hours in advance.

Clavis reserves the right to perform maintenance of the Clavis Service as needed, and will provide reasonable notice to you of any unavailability during normal business hours. Planned maintenance will not generally exceed 2 hours per month.

2.3 Daily Data Updates

Timing: Data is collected 7 days per week and updated onto the Clavis platform on business days. 80% delivery is before close of business day. 99% of updates are delivered within 3 business days.

Quality: 95% Data Accuracy.

2.4 Monthly Data Updates

Timing: 90% of monthly updates will be delivered within 1 day of scheduled delivery date.

Monthly updates will be delivered no more than 2 weeks after date of data update.

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There may occasionally be circumstances beyond Clavis’ control which prevent us completing the required data update to populate reports. In these cases, the update will be completed for all available data.

3. Service Enhancements

3.1 Service Upgrades: Once fees are current, you are entitled to have access to standard upgrades of the Clavis Service at no additional cost.

3.2 Additional services: Clavis may release or make available additional services or service options including add-ons or new features which are made available to the core Clavis Service. These are not considered to be “upgrades” to the Clavis Service and are not included as part of the Customer deliverables unless the Customer chooses to subscribe to them.

4. Support Service

4.1 Issues may be logged on a 24 X 7 basis via the Clavis support email.

4.2 Definitions

(a) Response and Resolution

Response:	Response consists of providing an acknowledgement of the issue.
Resolution	Resolution consists of providing: <ul style="list-style-type: none"> • A satisfactory explanation and correction of the issue • A new solution with agreed timeline for implementation • Bespoke support to the Customer

(b) Priority Definitions

Critical	<p><u>Complete loss of service:</u> Services have stopped responding or are so severely impacted that work cannot continue. A critical service request has one or more of the following characteristics:</p> <ul style="list-style-type: none"> • Data corrupted; • A critical documented function is not available; • System hangs indefinitely, causing unacceptable or indefinite delays for resources or response; <p>System crashes, and crashes repeatedly after restart attempts.</p>
High	<p><u>Partial loss of service:</u> Important functions are unavailable but services can continue on a restricted basis.</p>
Medium	<p><u>Minor loss of service:</u> There is minor loss of functionality which impedes the optimal operation of the service.</p>
Low	<p><u>Minor issue causing inconvenience:</u> There is a minor issue causing some inconvenience to the user but not impacting on the overall service.</p>

4.3 Timelines

Type	Response	Target Closure
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Critical	2 hours	1 business day from logging of issue
High	4 hours	1 business day from logging of issue.
Medium	Within 1 business day	Fix to be supplied within 10 Business Days
Low	Within 1 business day	Reviewed for potential inclusion in next maintenance release
Escalation Point	Initial contact – Support Desk Initial response time not met – Customer Program Manager Resolution time not met – Customer Program Manager Unsatisfactory Performance – Customer Account Owner Complete failure to deliver on terms of the agreement - Director	

The Customer may be required to provide Clavis with relevant information to assist with resolution of an issue. Time spent awaiting feedback is not included within the resolution timeframe. An Issue will be deemed to be “Resolved” after a reasonable time if you have not provided information reasonably requested by us in order to resolve the Issue.

4.4 Support Prioritization. We shall, in consultation with you, assign a priority to all problems submitted by you. Based on the priority of a problem, we shall respond to Issues as outlined below.

5. Support Exclusions

Clavis shall have no obligation to provide support for issues which arise from:

- (a) integration work performed by a party other than Clavis;
- (b) content or other material developed by a party other than Clavis.