

# TERMS OF SERVICE

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CoreView USA, Inc. (“**CoreView**”) develops, maintains and licenses advanced proprietary web-based solutions that enable businesses to (i) manage, control, and obtain unique and valuable information on all aspects of Microsoft Office 365 (the “**CoreView Platform**”) and (ii) and other SaaS and on-premises software applications (the “**CoreSaaS**”). The CoreView Platform and the CoreSaaS are, collectively, the “**Platforms**.” These Terms of Service (these “**Terms**” or this “**Agreement**”) govern all subscription services (the “**Services**”) provided by CoreView pursuant to orders (each, an “**Order**”) placed by you (“**Client**”) through CoreView or its resellers or partners. Client and its Affiliates may submit Orders to CoreView under this Agreement directly or via an authorized CoreView reseller or distributor. Client is responsible for each Affiliate’s compliance with these Terms unless otherwise agreed in the applicable Order. This Agreement is effective as of the last date affixed below (**the “Effective Date”**).

## 1. LICENSE

- a. License Grant. Subject to the terms of this Agreement, CoreView hereby grants to Client and its Affiliates (as defined below) a non-transferable, non-sublicensable, nonexclusive license during the term set forth on the applicable Order: (i) to access the Platform(s) described on the applicable Order subject to any other restrictions or limitations identified in these Terms or the applicable Order, together with the related Documentation (as defined below) for Client’s own business purposes in accordance with all applicable laws. The Services may be used by Client’s Authorized Users for the number of users with an assigned Microsoft 365 license and as specified on the applicable Order. “**Authorized Users**” include Client’s authorized directors, officers, employees, and agents with an assigned Microsoft 365 license. Client and its Affiliates are permitted to make a reasonable number of copies of the Documentation in connection with use of the Services. For purposes of this Agreement, “**Affiliates**” means any entity that directly or indirectly controls, is controlled by, or is under common control with Client; and “**Documentation**” means all specifications, user manuals, and written materials and documentation relating to the performance, operation and/or use of the applicable Platform.
- b. Environment. The software used to provide the Services (the “**Software**”) is located on Microsoft Windows Azure servers which are located in Microsoft data centers. The Services are provided via the Microsoft Windows Azure cloud platform. Windows Azure runs in data centers managed and operated by [Microsoft Global Foundation Services \(GFS\)](#).
- c. Restrictions. Use of the Services is subject to the following restrictions unless otherwise expressly set forth in these Terms or on the applicable Order: (a) the Software will not be used on a stand-alone basis; (b) Client will not, directly or indirectly: (i) reverse engineer, disassemble, decompile, otherwise attempt to derive the source code of the Software or the Platforms; (ii) use the Services to send or store material containing software viruses, worms, Trojan horses or other harmful computer code; (iii) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (iv) attempt to gain unauthorized access to the Services or related systems or networks; (v) use the Services for any benchmarking purposes; (vi) use the Services to build a competitive product or service using similar ideas, features, functions or graphics

of the Services, or copy any ideas, features, functions or graphics of the Services; (vii) “frame” or “mirror” any portion of the Services; (viii) use any robot, spider, site search/retrieval application or other manual or automatic device or process to retrieve, index, “data mine” or in any way reproduce or circumvent the navigational structure or presentation of the Platforms; or (ix) probe, scan or test the vulnerability of the Services, or breach the security or authentication measures on the Services, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services, such as a denial of service attack.

- d. Access. Client is responsible for all use of the Services by its Authorized Users. Client controls access to and the management of the Client Data through Client’s account.
- e. Upgrades. From time to time during the Term, CoreView may upgrade or enhance the Platforms, and such upgrades or enhancements may result in changes to the appearance and/or functionality of the Services; provided, however, Client shall not be subject to any additional fees for such upgrades or enhancements unless mutually agreed by the parties.
- f. Export. Client must comply with all applicable export control laws and regulations with respect to the Services, and will not export or re-export or permit access to the Services, in whole or in part, directly or indirectly, to any country to which such export or re-export is restricted by any laws or regulations of the U.S. unless properly authorized by the U.S. Government. Client represents that it is not named on any U.S. or other applicable government denied-party list.

## 2. DATA

- a. Client Data. Client must provide or otherwise make available to CoreView all data for use in the Services (the “**Client Data**”), and CoreView will not modify or add to the Client Data. As between Client and CoreView, Client is solely responsible for the content, legality, quality and accuracy of the Client Data. Client owns and retains all right, title and interest in and to any and all Client Data. Client hereby grants CoreView a nonexclusive, nontransferable, non-sublicensable, worldwide, license to use, copy and display Client Data solely for purposes of the performance of the Services; provided, however, CoreView may access and use Client Data (i) as necessary to identify or resolve technical problems or respond to complaints about the Services; (ii) to improve the Services, and (iii) to identify trends and publish reports on its findings provided the reports include data aggregated from more than one customer site and do not identify Client. For the avoidance of doubt, Client Data includes all data generated or supplied by Client’s Affiliates and Authorized Users. Client will not upload any of the following types of information for use in the Services: (a) personal health information, (b) driver’s license numbers, (c) passport numbers, (d) social security, tax ID or similar numbers, or (e) bank, checking, credit card, debit card, or other financial account numbers.
- b. Data Protection. CoreView uses industry-standard technical and organizational measures in compliance with applicable laws to keep Client Data secure and to

protect against accidental loss or unlawful destruction, alteration, disclosure or access. Furthermore, CoreView will treat all Client Data in compliance with CoreView's then current privacy policy (the current version of which is set forth in Attachment 1 to this Agreement) and applicable law. CoreView agrees to implement reasonable commercial best efforts to notify Client via email to any changes to privacy policy that materially lessens Client's rights and protections from the policy reflected in Attachment 1.

- c. CCPA. For purposes of the California Consumer Privacy Act ("CCPA"), Client acknowledges and agrees that CoreView is a "service provider" as defined in the CCPA and its regulations and is receiving the 'Personal Information' for a business purpose. As a service provider, CoreView may use such Personal Information (i) to process or maintain Client Data received through the Services in compliance with this Agreement; (ii) for internal use by CoreView to build or improve the quality of the Platforms, provided that CoreView's use of such Personal Information does not include building or modifying household or consumer profiles to use in providing services to another business, or correcting or augmenting data acquired from another source; or (iii) to detect data security incidents, or protect against fraudulent or illegal activity. If any consumer (as defined under the CCPA) sends a request to exercise rights under the CCPA to CoreView, CoreView shall refer the consumer to Client and inform the consumer that the request cannot be acted upon because the request has been sent to a service provider.
- d. Accuracy of Data. CoreView will endeavor to collect Client Data from Microsoft on behalf of the Client at least once every 24 hours, at such time as determined by CoreView in its sole discretion. Client acknowledges that the Client Data has been sourced from Microsoft and that CoreView is not responsible for any inaccuracies or defects in any Client Data unless caused by a Defect (as defined in Section 4(b) below) in the Services or otherwise due to the actions or omissions of CoreView.

### 3. SUPPORT

- a. Support Services. During the Term of the applicable Order, CoreView will provide Client with technical support and maintenance for the Services in accordance with the service level agreement set forth in Exhibit A to this Agreement (the "**Support Services**").
- b. Service Levels. Access to the Services will meet or exceed the service and performance level terms set forth in the service level agreement(s) attached to these terms in Exhibit A (the "**Service Level Agreement**").
- c. Backup. During the Term, CoreView, at its expense, shall make a complete daily backup of all Client Data stored by CoreView under this Agreement and will retain each such backup for a minimum of ninety (90) days. The foregoing does not require CoreView to backup information that can be recreated or acquired through other means, including information that can be re-collected from Microsoft Office 365.

- d. Disaster Recovery Plan. CoreView has implemented and maintains a comprehensive Disaster Recovery Plan (the “DRP”). The DRP addresses the policies and procedures in the event of a disaster event which affects the ability of CoreView to provide the Services in accordance with this Agreement. A “Disaster” is defined as the loss of the primary production facility for an extended period of time. Non-Disaster events that impact the Services are handled by industry standard practices including backups, snapshots, virtualization, and other appropriate technologies. In the event of a Disaster or other event affecting Client’s access to the Services, CoreView will execute the DRP procedures in accordance with the terms and recovery times therein, and provide Client with an email notice verifying activation of the CoreView DRP procedures as necessary or addressing the impact of a non-Disaster on the Service and the plan for reestablishing access to the Services. Following a Disaster, CoreView will use best efforts to reinstate access to the Services within five (5) business days. CoreView will update and test the DRP annually, and certify to Client annually on request that the DRP is operational.

#### 4. PROFESSIONAL SERVICES.

- a. If provided on an applicable Order and to the extent described on a Statement of Work, CoreView may provide consulting, training, implementation, or technical services provided by CoreView to Client (“Professional Services”).
  - i. License to Deliverables.
    1. Without limiting or modifying any license granted to Client for the Services, CoreView grants Client a non-exclusive, non-sublicensable and non-transferable license to use the materials developed and provided to Client by CoreView in performing the Professional Services (“Deliverables”) solely in connection with use of the Services during the Term.
    2. CoreView retains all rights, title and interest (including intellectual property rights) in and to the Deliverables. To the extent that Customer participates in the creation or modification of any CoreView technology or Deliverables, Client irrevocably assigns to CoreView all right, title and interest (including intellectual property rights) in the such technology or Deliverables. CoreView is free to use the residuals of Confidential Information for any purpose, where “residuals” means that Confidential Information disclosed in non-tangible form that may be retained in the memories of representatives of CoreView.
- b. Employment Taxes and Obligations. CoreView is responsible for all taxes and any employment obligations arising from its employment of personnel and contractors to perform the Professional Services.
- c. Warranty. CoreView warrants the Professional Services will be performed in a professional and workmanlike manner. Client must notify CoreView in writing of any breach of this warranty within 30 days of performance of such Professional Services. To the extent permitted by law, Customer’s sole and exclusive remedy

for breach of this warranty and CoreView's sole liability under or in connection with this warranty will be re-performance of the relevant Professional Services.

- d. Use of Subcontractors. Client agrees that CoreView may use subcontractors in the performance of the Professional Services. Where CoreView subcontracts any of its obligations concerning the Professional Services, CoreView will not be relieved of its obligations to Client under this Terms

## 5. LIMITED WARRANTIES AND DISCLAIMERS

- a. Generally. Each party warrants that it has the authority to enter into this Agreement and it will comply with all applicable local, state, national and foreign laws, treaties and regulations in connection with delivery or use of the Services, including laws and regulations related to privacy. Client represents and warrants to CoreView that Client has the right to deliver the Client Data to CoreView and to allow CoreView to use, copy, modify, distribute, display and publicly perform Client Content for purposes of this Agreement.
- b. Specific to the Services. CoreView warrants that the Services will be provided in (i) a good, professional, timely and workmanlike manner with reasonable skill and care by competent and trained personnel; (ii) in substantial accordance with the Documentation; (iii) in accordance with the terms of this Agreement; and (iv) the Services do not contain any viruses, worms, time-bombs, disabling features, tracking devices, trap doors, or other code that would enable access to the Client's systems;
- c. Intellectual Property. CoreView warrants that it owns, or has obtained all rights in, the intellectual property, material, data and any other information necessary to allow Client to use the Services (the "**Materials**"), and Client's use of the Materials and the Services in compliance with the terms of this Agreement will not infringe, violate or misappropriate any intellectual property rights or other rights of any third party. Client will use reasonable efforts to promptly notify CoreView in writing of any failure of the Services to meet the foregoing warranties (each, a "**Defect**"). Client will assist CoreView in identifying and reproducing the issue. CoreView will diligently and in good faith attempt to correct the reported defect by repairing or modifying the Services within a commercially reasonable period of time, not to exceed forty-five (45) days. If CoreView is unable to cure that Defect by repairing or modifying the Services as provided herein, then Client may elect to terminate its right to use the Services, and Client will be entitled to a refund of the fees actually paid to CoreView for the unexpired portion of the then current Term.
- d. Disclaimer. THE WARRANTIES MADE IN THIS SECTION 5 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE COREVIEW PLATFORMS AND THE SERVICES, OR ANY INFORMATION RELATING TO THE PLATFORMS OR THE SERVICES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, ALL OF WHICH ARE HEREBY DISCLAIMED. COREVIEW DOES NOT WARRANT THAT THE PLATFORMS OR THE

SERVICES OR ANY INFORMATION MADE AVAILABLE IN CONNECTION WITH THESE TERMS OR THE PLATFORMS WILL BE ERROR OR DEFECT-FREE, UNINTERRUPTED, COMPLETELY SECURE, OR THAT ERRORS, DEFECTS OR BUGS CAN OR WILL BE CORRECTED.

6. **FEES; PAYMENT TERMS.** This Section 6 applies only if Client orders the services directly from CoreView. If Client orders the Services from a CoreView Partner, payment terms are agreed between Client and CoreView Partner. “CoreView Partner” mean an entity that is appointed by CoreView to process Orders from Client or a reseller of Services.
- a. Generally. Client must pay the fees listed in the applicable Order Form in United States Dollars within thirty (30) days after the date of the invoice unless otherwise set forth in the applicable Order. The fees set forth on the applicable Order will be invoiced on the effective date of the applicable Order and are exclusive of all taxes, levies, and duties imposed by taxing authorities, and Client is responsible for all such taxes, excluding taxes based solely on CoreView’s income. Except as otherwise expressly provided in this Agreement, the fees are non-refundable.
  - b. Late Fees. Delinquent payments are subject to late payment fees in the amount of 1.5% of the overdue balance per month (or the maximum permitted by law, whichever is lower), plus any expenses associated with collections.
  - c. Suspension of Access. CoreView reserves the right to suspend access to the Services if Client’s use of the Services is in breach of this Agreement and such breach is adversely affecting the Platform(s) or payment is not received by renewal date specified in the applicable Order. CoreView will reasonable efforts to notify Client of any suspension in advance and Service will be reinstated upon receipt of payment or when the breach is eliminated.
7. **AUTHORIZED USER VERIFICATION.** On a calendar quarterly basis (and on or around the last day of the quarter), CoreView (or via its authorized reseller if Client purchases through a CoreView Partner) will verify that the Client’s use, installation, or deployment of the Services comply with these Terms including without limitation the number of Authorized Users. If the verification shows that Client’s (including its Affiliates’) Authorized Users are deploying, installing or using the Services: (a) beyond the quantity that was legitimately licensed; or (b) in any way not permitted under this Terms, so that additional fees apply, without limiting CoreView’s rights at law or in equity, Client must pay the additional license fees and any applicable related maintenance and support fees within 30 days of invoice date. Coreview shall deliver to client an invoice statement (in its final and binding form, the “true-up statement”) setting forth, in reasonable detail, the amount (the “true-up amount”) to be paid by client for all such incremental active licenses (including unused) as fees due for such incremental license utilization added during preceding quarter.
8. **INDEMNIFICATION**
- a. Indemnification by Client. Client shall indemnify, defend and hold CoreView, its Affiliates and licensors, and their respective officers, directors, employees and agents harmless from any losses, damages, costs and expenses directly or indirectly arising out of any claim from any third party arising out of or relating to (i) Client’s or its Authorized Users’ use of the Services other than in accordance

with this Agreement, unless such claims are covered by CoreView's defense obligations in Section 8b; or (ii) Client's noncompliance with applicable laws.

- b. Indemnification by CoreView. CoreView shall indemnify, defend and hold Client, its Affiliates and licensors, and their respective officers, directors, employees and agents harmless from any losses, damages, costs and expenses directly or indirectly arising out of any claim from any party arising out of or relating to (i) personal injury or property damage caused by the fault or negligence of CoreView or a CoreView employee; (ii) any gross negligence or willful misconduct by CoreView or its agent; and (iii) any third party claim against Client, its Affiliate or any Authorized User alleging the Services (excluding Client Data) infringe any patent, copyright, or trademark, or otherwise misappropriates any trade secret or intellectual property right of such third party (an "IP Claim"). If the Services, or in CoreView's reasonable and good faith opinion might, infringe as set forth above, CoreView may, at its sole option and expense, procure the right to use the Services or replace or modify the Services so as to avoid infringement; provided, that such replacement or modification will operate in the same manner (except in immaterial respects) with the same or similar features, functionality, performance and reliability. If neither of such alternatives is, in CoreView's reasonable and good faith opinion, commercially reasonable, CoreView shall refund to Client any unearned prepaid amounts for such Services, in which event this Agreement will terminate immediately.
- c. Indemnification Process. The indemnified party shall provide (i) prompt written notice of any any claim subject to indemnification under this Section 8 (each, a "Claim"); (ii) the indemnifying party with sole control over the defense or settlement of such Claim; provided, that the indemnifying party will not settle any Claim or consent to any final judgment with respect to any Claim, without the indemnified party's prior written consent, unless such settlement or judgment (x) unconditionally releases the indemnified parties from all liability, (y) does not adversely affect the rights of the indemnified parties, or (z) does not require any payment or any admission of fault by any indemnified party; and (iii) all reasonable information and assistance to settle or defend any such Claim. The failure of an indemnified party to comply with the foregoing requirements shall not relieve the indemnifying party of its obligations under this Section except to the extent the indemnifying party is prejudiced by such failure.
- d. Exceptions. CoreView shall have no liability for any IP Claim based on (i) the unauthorized modification of the Services, (ii) use of the Services other than in accordance with the provided Documentation and this Agreement, or (iii) Client Data.
- e. Sole Remedy. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF COREVIEW AND ITS AFFILIATES TO CLIENT OR ANY THIRD PARTY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHTS.

## 9. CONFIDENTIALITY



- a. Confidential Information Defined. “Confidential Information” means all non-public or proprietary information and material of a technical, economic, financial or business nature, whether or not reduced to writing or other tangible form and whether or not marked as “confidential” or “proprietary”, including without limitation trade secrets and other information concerning the business affairs of the disclosing party, compositions, data, designs, drawings, formulae, graphs, inventions, ideas, know-how, models, photographs, processes, product prototypes and specifications; current and anticipated customer requirements; customer lists, price lists, and supplier lists; past, current and planned research and development; past, current and planned manufacturing, development, marketing or distribution strategies, methods and processes; market studies; business plans; computer software and programs (including object code and source code); and database technologies, systems, structures and architectures; and any other information, howsoever documented, that may be disclosed by the parties during the Term. Confidential Information of Client shall include the Client Data and any information or documentation provided by Client to CoreView. Confidential Information does not include information which (a) was in the public domain at the time it was disclosed or becomes in the public domain through no fault of the receiver or the receiver’s affiliates or their respective employees, directors, officers, agents, subcontractors and other representatives (collectively, the “**Representatives**”); (b) can be shown by written documentation to have been known to the receiver, without restriction or obligations of confidentiality, at the time of disclosure; (c) was independently developed by the receiver without any use of or reference to the discloser’s Confidential Information, as can be proven by documentary evidence; or (d) becomes known to the receiver, without restriction, from a source other than the discloser without breach of any confidentiality agreement and otherwise not in violation of the discloser’s rights; provided, that none of the foregoing exceptions shall apply to the Client Data.
- b. Nondisclosure of Confidential Information. Each party will hold the other party’s Confidential Information in strict confidence and treat the Confidential Information of the other party in a confidential manner with the same degree of care as such party treats its own proprietary information of like importance, which will be no less than a reasonable degree of care. Each party may disclose the other party’s Confidential Information to its Representatives who have a “need-to-know” such Confidential Information in order to carry out this Agreement, and only if such persons are, prior to disclosure, advised of the confidential nature of the disclosure and are bound by written agreement or by legally enforceable code of professional responsibility to protect against the disclosure of the Confidential Information. Each party will be responsible for the acts and omissions of its Representatives. This Section will not prohibit disclosure of Confidential Information pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, the receiver (i) will furnish prompt notice thereof to enable the discloser to seek a protective order or otherwise prevent such disclosure, and where a response to a Freedom of Information Act request is required, respond within three (3) business days to

Client, (ii) reasonably cooperate with the discloser in the event the discloser seeks to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, and (iii) use commercially reasonable efforts to limit disclosure to only that portion that the receiver is legally required to disclose and otherwise obtain confidential treatment or a protective order for such disclosure.

- c. Remedies. The parties agree that each party shall be entitled to seek equitable relief to protect its interests under this Section, including preliminary and permanent injunctive relief, as well as money damages. Nothing stated herein shall be construed to limit any other remedies available to the parties for breach of this Section.

## 10. TERMINATION

- a. Term. This Agreement will commence on the Effective Date and continue in full force and effect until the last to expire of the Order(s). Unless otherwise specified in an Order, the initial term of each Order is one year from the date of execution of the applicable Order (the “**Initial Term**”). Unless otherwise specified in an Order, after expiration of the Initial Term, the term will renew for successive one (1) year periods (each, a “**Renewal Term**”), not to exceed five (5) Renewal Terms and unless Client provides written notice of its intent to terminate at least thirty (30) days prior to the end of the then-current term prior to the renewal of the following Term. CoreView reserves the right to increase the applicable fees by an amount up to five percent (5%) at the commencement of each Renewal Term. As used in this Agreement, “**Term**” means, collectively, the Initial Term and each Renewal Term.
- b. Termination for Cause. This Agreement or any Order may be terminated by a party if the other party commits any material breach of this Agreement or any Order which is not remedied within thirty (30) days of notice of such breach to the breaching party.
- c. Termination. CoreView may discontinue providing the Services effective at the expiration of the then current Term upon ninety (90) days prior written notice. Client may also discontinue using the Services effective at the expiration of the then current Term upon ninety (90) days prior written notice.
- d. Effect of Termination. Upon the earlier of termination of an Order or this Agreement: (a) except as expressly provided in this Section, all rights and obligations of the parties hereunder will immediately terminate; (b) each party will return or destroy all copies of the Confidential Information of the other party in its possession or under its control (except each party may retain all copies of Confidential Information that are embedded in archival backups or if required by law); (c) CoreView shall cease providing access to the Services and the Services; (d) without limiting either party’s indemnification obligations herein, each party’s obligation to pay all amounts due to the other party that have accrued prior to termination will not be affected. Except as otherwise set forth herein, the Fees are non-refundable; provided, however, that if this Agreement is terminated under Section 10(b) by Client following breach by CoreView, CoreView will refund

to Client any prepaid amounts for Services not yet delivered. CoreView will retain Client Data for up to ninety (90) days after termination of this Agreement (the “**Data Retention Period**”). During the Data Retention Period, Client may download a copy of the Client Data at no additional charge. Following the earlier of (i) expiration of the Data Retention Period, (ii) the date upon which Client retrieves Data, or (iii) Client confirms it will not download its Data, CoreView shall delete the Data from any systems on which Data is present without further notice to Client.

- e. Survival. The provisions of this Agreement, which by their nature survive expiration or termination of this Agreement, shall survive.

## 11. LIMITATION OF LIABILITY

- a. Exclusion. IN NO EVENT SHALL EITHER PARTY OR ITS AFFILIATES BE LIABLE TO THE OTHER PARTY, ITS AFFILIATES OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING WITHOUT LIMITATION LOSS OF OR DAMAGE TO DATA, LOSS OF PROFITS, OR OTHER ECONOMIC LOSS, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF SUCH CLAIM.
- b. Limitation. The aggregate and cumulative liability of either party to the other for direct damages arising out of or relating to this Agreement shall not exceed the amount of fees paid by Client to CoreView under the applicable Order during the twelve (12) months immediately preceding the applicable claim.
- c. Exceptions. The foregoing exclusions and limitations do not apply to either party’s obligations under Section 6 (Fees, Payment), Section 8 (Indemnification), Section 9 (Confidentiality) or claims resulting from death or personal injury or gross negligence or fraud.

## 12. OWNERSHIP

CoreView reserves all rights not expressly granted to Client in this Agreement. Without limiting the generality of the foregoing, Client acknowledges and agrees that any implementation, customization, configuration or deployment of the Services for Client shall not affect or diminish CoreView’s rights, title, and interest in and to the Platforms. As between the parties, CoreView and its licensors and suppliers retain all worldwide right, title and interest in and to the Software and the Platforms, including all worldwide intellectual property rights therein, and derivative works and enhancements thereof. If Client suggests any new features, functionality, or improvements to the Platforms (“**Feedback**”), Client acknowledges that all Feedback and products or services incorporating such Feedback are the sole and exclusive property of CoreView, and Client hereby irrevocably assigns to CoreView all intellectual property rights and all other rights and title to such Feedback.

## 13. GENERAL TERMS

- a. Non-Solicitation. During the term of this Agreement, and for a period of twelve (12) months thereafter, neither party will directly for itself, or indirectly by, through, or for others, solicit for employment or attempt to employ any person that is involved in the performance of this Agreement; provided, however, the

foregoing will not (i) preclude a party from hiring personnel that respond to advertising or job postings directed at the general public or submit unsolicited resumes, (ii) prohibit a general non-targeted solicitation of employment in the ordinary course of business, or (iii) prevent either party from employing any employee who contacts such party at his or her own initiative without any direct or indirect solicitation by or encouragement from such party.

- b. Interpretation. All headings in this Agreement are included solely for convenience, and shall not affect its interpretation. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable as drafted, that provision shall be severed and the enforceability of other provisions shall not be affected.
- c. Waiver. The failure by a party to exercise any right or remedy hereunder will not operate as further waiver of such right or remedy in the future or any other right or remedy. No waiver of any default, condition or breach of this Agreement shall be deemed to imply or constitute a waiver of any other default, condition or breach of this Agreement, whether of a similar nature or otherwise.
- d. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it or its supplier(s) is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault or negligence, including, but not limited to, acts of God, power outages, or failures of the Internet, provided that the party affected by such event will immediately begin or resume performance as soon as practicable after the event has abated. This clause only applies if: (i) the claiming party could not have avoided the effect of the force majeure event by taking precautions that, having regard to all matters known to it before the occurrence of the force majeure event, it ought reasonably to have taken but did not take; and (ii) the claiming party has used all reasonable endeavours to mitigate the effect of the force majeure event and to carry out its obligations under this Agreement in any other way that is reasonably practicable.
- e. Governing Law. The interpretation of this Agreement shall be governed by the laws of the State of Illinois, USA, without regard to its conflict of laws principles. The United Nations Convention for the International Sale of Goods is excluded. The parties agree that any dispute arising from or relating to the subject matter of this Agreement shall be governed by the exclusive jurisdiction and venue of the state and federal courts in Lake County, Illinois, USA.
- f. Amendments. This Agreement may be modified or amended only by a written agreement signed by both parties.
- g. Notices. All notices under this Agreement will be in writing and mailed, or delivered (including by email) to each party at the address set forth in the applicable Order (as it may be modified by the recipient by notice to the other).

All such notices will be effective upon delivery, but when emailed, such notices will be effective only upon confirmation of receipt.

- h. Publicity. After June 1, 2022 and provided Agreement has not been terminated in accordance to Section 10 (Termination), Client agrees Coreview may use Client logo on non-exclusive and royalty-free basis so that CoreView may include identification of Client as a customer.
- i. Entire Agreement. This Agreement, together with the Service Terms and Conditions, constitutes the entire agreement between the parties concerning its subject matter and supersedes any prior or separate agreements between the parties concerning the subject matter of this Agreement, and supersedes the terms of any Client purchase order, and such terms are rejected by the parties.

**AGREED TO AND ACCEPTED BY:**

**Lake County, IL**

**CoreView USA, Inc.**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**

**Service Level Agreement**

- 1 **Availability of Services.** CoreView will ensure that the Services shall be available to Client at least 99.9% of the time during any calendar month excluding Excusable Downtime (the “**Availability Commitment**”). “**Excusable Downtime**” means time that the Services are not available to Client because of (a) maintenance which is scheduled (i) each week between 12:01 a.m. and 3:00 a.m. Saturday Eastern time, or (ii) during the third week of each month between 6:00 p.m. Saturday and 6:00 a.m. Sunday Eastern time (collectively, the “**Standard Windows**”) or planned maintenance which cannot be reasonably scheduled during the Standard Windows for which at least 24 hours advance notice is given, (b) outages caused by misuse of the Services by Client in breach of this Agreement, or (c) Force Majeure Events. The Services are considered to be available when any authorized user can successfully log-in.
  
- 2 **Service Credits.** If, in any calendar month during the Term, the Availability Commitment is not met, CoreView will grant Client a service credit (a “**Service Credit**”) for that month in accordance with the chart below. Without limiting the foregoing, if CoreView fails to meet the Availability Commitment for any four (4) consecutive calendar months, Client shall have the right to terminate the Agreement for cause and without further liability, in accordance with Section 10 of the Agreement.

PLATFORMS AVAILABILITY (MONTHLY)	SERVICE CREDIT % OF MONTHLY FEES
99.90%	0%
99.89 – 99.00%	10%
98.99 – 98.00%	20%
Below 97.99%	25%

- 3 **Customer Care Center.** CoreView will make available to Clients a cloud-based customer service and support center (the “Customer Care Center”) for use by the Client for obtaining Support Services. Client can access the Support Center twenty-four hours a day at the following address: <http://support.coreview.com>. Clients are expected to use the Support Center to access CoreView knowledge resources, and request support by logging a Support Case. A Client’s Support Case will receive a unique tracking number and a confirmation sent to the Client by electronic mail. Prior to opening a Support Case, Clients are expected to perform reasonable troubleshooting and problem analysis to determine if the problem can be resolved by the Client without the need for additional support. CoreView is not responsible for responding to a Client’s request for support that is not properly submitted using the Customer Care Center.
  
- 4 **Delivery of Support Services.** CoreView Support Services are provided virtually and online. The Customer Care Center allows for customers to log issues twenty-four hours a day, except during the hours of scheduled maintenance. The help desk is monitored by the CoreView Customer

Care Team who are experienced and knowledgeable about CoreView products and services and work to provide timely and satisfactory resolutions or workarounds. The Customer Care Center is available for customers to access product Documentation, release notes, news and alerts, and other valuable information, customers are expected to rely on these online resources.

- 5 **Hours of Support.** The Customer Care Center is available twenty-four hours a day, except during the hours of scheduled maintenance. The schedule of CoreView’s holiday closures can be found on the Customer Care Center. Client may also purchase higher levels of Support Services as mutually agreed by the parties pursuant to an Order.
- 6 **Response to Support Issues.** Customers submitting an Issue through the Customer Care Center are asked to provide an assessment of the Issue’s Severity (business impact) and Urgency (speed of resolution). Based in the information provided by the Client, the Customer Care Center will automatically prioritize the Support Case. Customer issues can be tracked online via the Customer Care Center.
- 7 **Service Level Agreements.** CoreView will respond during normal business hours to Client Support Cases based on Priority according to the following table listing the business hour/day response time.

SLA Commitments				
First Response Times	Basic	Silver	Gold	Platinum
Critical	2 Hrs	1.5 Hrs	1 Hr	.5 Hr
High	8 Hrs	3 Hrs	2 Hrs	1 Hr
Medium	24 Hrs	7 Hrs	4 Hrs	3 Hrs
Low	48 Hrs	20 Hrs	12 Hrs	8 Hrs

CoreView will determine, acting reasonably, if any adjustments are required to the Priority of any support case submitted by Client. Any such adjustment will be documented within the Support Case and the Client notified. To help ensure that CoreView Support’s Customer Care Professionals can properly triage and respond to any *Issue* reported by a customer, we include in our support ticket template a field called **Priority**. Each of the four priority levels are described below along with some examples.

Priority Level	Definition
<b>Urgent</b> <i>(Severity 1)</i>	<p><b>Critical production issue that severely impacts your use of CoreView.</b> The situation halts your business operations and no procedural workaround exists.</p> <ul style="list-style-type: none"> <li>• CoreView is completely down or unavailable across your entire organization, across all geographies.</li> </ul>

Priority Level	Definition
	<ul style="list-style-type: none"> <li>• CoreView is completely down or unavailable for one of your organization’s geographic regions.</li> <li>• A critical feature or function of CoreView is not available and the loss of this function creates a significant business disruption with no available workaround.</li> </ul> <p><i>While a Customer can classify an <b>Issue</b> as a Urgent, the confirmation of any <b>Issue</b> as a Urgent may require the approval of CoreView in consultation with the Customer.</i></p> <p><i>When reporting a Urgent <b>Issue</b>, the customer agrees to make available the appropriate resources that can partner with CoreView to resolve the issue in a timely manner which may involve the need to work outside of normal business hours.</i></p> <p><i>Remediation of an Urgent <b>Issue</b> will take priority over any issues classified as less than Urgent or any development efforts.</i></p>
<p><b>High</b> <b>(Severity 2)</b></p>	<p><b>Major functionality is impacted, or significant performance degradation is experienced.</b> The situation is impacting large portions of your business operations and no reasonable workaround exists. Any ticket submitted as a <i>High</i> will automatically be escalated within CoreView for review.</p> <ul style="list-style-type: none"> <li>• Failure to successfully import Office 365 data during initial onboarding.</li> <li>• Service is operational but has highly degraded performance to the point of major impact on usage.</li> <li>• Complete loss of Management capabilities exists and where basic remediation actions have not resolved the issue.</li> <li>• The failure of multiple Management Actions to complete successfully for multiple Operators.</li> <li>• Important features of CoreView have become unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.</li> </ul> <p><i>These are treated as a high priority by CoreView Customer Care staff and are responded to before Issues defined as Medium or Low. Remediation of these issues may require the involvement of CoreView’s and/or the Customer’s</i></p>



Priority Level	Definition
	<i>technical resources.</i>
<b>Medium (Severity 3)</b>	<p><b>CoreView is not functioning as expected and this is causing a slight disruption to your business activities.</b> However, you're able to adjust your work activities to allow CoreView time to remediate the issue. A Severity of Medium is the default setting for a support ticket.</p> <ul style="list-style-type: none"> <li>• Unexplained errors when performing a management action.</li> <li>• The inability for a single Operator to log in.</li> <li>• Unexplained errors when attempting to export a report's output.</li> <li>• Scheduled report no received by a recipient.</li> </ul>
<b>Low (Severity 4)</b>	<p><b>Issues which are not impacting your organizations business operations</b> and for which you do not expect or require a quick resolution.</p> <ul style="list-style-type: none"> <li>• You have found a minor issue with some part of CoreView.</li> </ul>

8 **Limits on Support Service.** CoreView shall have no obligation under this Agreement to provide Support Services in respect of any fault or error caused by:

- The improper use of the Services;
- Issues arising from the actions of a third-party;
- Issues impacting the Platforms that are outside of CoreView's control; or
- The use of the Services otherwise than in accordance with the Platform's documentation.

## ATTACHMENT 1:

# Privacy Policy For Customers

## Introduction

This privacy policy explains who we are, how we collect, share and use Personal Information, when you are our Customer, and how you can exercise your privacy rights.

We are committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified, you can be assured that it will only be used in accordance with this Privacy Policy.

We may change this policy from time to time by updating this page. You should check this page from time to time to ensure that you are happy with any changes.

If you do not agree with the content of this Policy, then please remember it is your choice whether you want to use our Services. Your continued use of the resources made available on our Services following the posting of any changes to this policy constitutes acceptance of those changes.

If you have any questions or concerns about our use of your Personal Information, then please contact us using the contacts provided below.

## Data Controller

The data controller is CoreView s.r.l. with registered office in via Palestrina, 33 20124 Milan (Italy). Our VAT number is 10146510960.

The requests relating to the exercise of the rights provided by the 2016/679 General Data Protection Regulation (“GDPR” or “Regulation”) can be sent, in writing also by e-mail message, to [privacy@coreview.com](mailto:privacy@coreview.com).

Requests relating to the identity of the Data Processors designated by CoreView S.r.l. can be requested by e-mail sent to [privacy@coreview.com](mailto:privacy@coreview.com).

## Contact Data Of The Data Protection Officer

The Company has appointed a “data protection officer” (so-called “Data Protection Officer” or “DPO”) provided for by the Regulation, who can be contacted at the following e-mail address: [privacy@coreview.com](mailto:privacy@coreview.com).

## What Type Of Data We Collect

Personal Data processed by us has been voluntarily provided by you or may also be acquired by us in the exercise of our business or from third parties.

You are responsible for any personal and /or third party's information that you share with us and warrant that you have the right to disclose it, discharging us of any liability toward third parties.

The data processed by us, either on its own or through third parties, could be:

1. First and last name, the data relating to your education and job; company name, the Personal Data of the legal representative / attorney; address and other elements of personal identification (date of birth, place of birth); demographic information such as postcode; Fiscal Code; contact information including e-mail, phone number, if you purchase our Services, billing and communications information (your credit card details and billing address, identification details of banking relationships as IBAN) preferences and business interests.
2. Personal Data we process on your behalf: If you purchase our Services, you need to provide us information about Services' users, such as their names and email addresses, their devices and usage of the Services. We use and process this information to provide the Services in accordance with your instructions.
3. Personal Data we collect from other sources: We may obtain information about you from third-party sources, such as public databases, social media platforms, third-party data providers and our joint marketing partners. We take steps to ensure that such third parties are legally or contractually permitted to disclose such information to us. Examples of the information we receive from other sources include demographic information, device information, location (such as city and state), and online behavioural data.

We do not collect, access or scan any of your organisation's content including, but not limited to:

1. Email messages
2. Calendar entries
3. Contact lists or Address books
4. SharePoint documents or content

We do not process neither do we process any "particular" Personal Data, such as, for example, the Personal Data suitable to reveal the state of health, political opinions, religious beliefs, etc...

## What We Do With Personal Data We Gather

We use your personal data for a variety of purposes including:

1. Management of relations with you deriving from the signed contract;
2. Compliance with legal obligations;
3. Improve our activity and our Services (eg. Detection of the degree of customer satisfaction on the quality of services rendered and on the activity carried out by us, the preparation of studies and market research);
4. Inform you with marketing communications about our products and / or services that we think you may be interested in through letters, telephone, advertising material, automated communication systems and in particular, newsletters (subject to your specific, express consent). The provision of personal data by you necessary for the purposes referred to in point a), is not mandatory, but the refusal to supply them may make it impossible for us to provide the Services. Their processing does not require your consent.

The provision of personal data necessary for the purposes referred to in point b) is mandatory and the relative processing does not require your consent. The provision of personal data necessary for the purposes referred to in point c) is not mandatory and the relative processing requires your consent. The provision of data necessary for the purposes referred to in the previous letter d) is not mandatory and their processing requires your consent, freely expressible and modifiable at any time as better described below (“Your rights”).

## Legal Basis For Processing

We process Personal Information about you as a data controller as described in this section, where such processing has a legal basis or is in our legitimate interests, and not overridden by your data protection interests or fundamental rights and freedoms. Our legitimate interests typically include: improving, maintaining, providing, and enhancing our technology, products and services; and ensuring the security of the Services.

## Additional Data-Processing Purposes

If additional data-processing purposes are added to the above we will let you know prior to process whether the provision of Personal Information we are collecting is compulsory or if it may be provided on a voluntary basis and the consequences, if any, of not providing the information. By giving us this information, you agree to this information being collected, used and disclosed as described in our [Terms of use](#) and in this Privacy Policy.

## Processing Arrangements

Your Personal Data could be processed by a third party acting as separate controller or, if necessary, as Data processor, on our behalf, in a predominantly automated and computerized manner, in order to guarantee security and confidentiality and to prevent unauthorized access to the data themselves. We do not perform automated decision-making, including profiling.

We may need to communicate your Personal Data to third parties belonging to the following categories:

1. People involved in technical and organizational activity on our behalf (including payroll activity);
2. Subsidiaries, parent companies and affiliates of the CoreView Group, of which CoreView s.r.l. is a part;
3. Business/marketing partner;
4. Authorities and in general, subjects, public or private, with functions of public importance;
5. External companies and / or professionals that assistance us;
6. Third-party companies for processing aimed for promotional initiatives, if you have expressed your consent.

The list of possible subjects to which your Personal Data can be communicated is available at CoreView s.r.l. or contacting us at: [privacy@coreview.com](mailto:privacy@coreview.com)

Your Personal data could be processed also by our personnel, acting as authorized or System administrator, according to their role in our company.

We will not sell, distribute or lease your personal information to third parties unless we have your permission or are required by law to do so. Your personal data will not be disseminated.

## Your Rights

The European Economic Area (EEA) provides certain rights to data subjects (including access, rectification, erasure, restriction of processing, data portability, and the right to object and to complain). We undertake to provide you the same rights no matter where you choose to live.

As available and except as limited under applicable law, the rights afforded to individuals are:

1. Right of Access (the right to be informed of and request access to the Personal Data we process about you);
2. Right to Rectification (the right to request that we amend or update your Personal Data where it is inaccurate or incomplete);
3. Right to Erasure (the right to request that we delete your Personal Data);
4. Right to Restrict (the right to request that we temporarily or permanently stop processing all or some of your Personal Data);

5. Right to Data Portability (the right to request a copy of your Personal Data in electronic format and the right to transmit that Personal Data for use in another party's service);
6. Right to Object (the right, at any time, to object to us processing your Personal Data on grounds relating to your particular situation);
7. Right to object to your Personal Data being processed for direct marketing purposes;
8. Right not to be subject to Automated Decision-making (the right to not be subject to a decision based solely on automated decision-making, including profiling, where the decision would have a legal effect on you or produce a similarly significant effect);
9. Right to lodge a complaint with the Guarantor in the event of a breach in the processing of data pursuant to art 77 of Regulation 2016/679;
10. Right to appeal to the courts in the event of unlawful processing of the data, even against the acts undertaken by the Guarantor pursuant to art 78 of Regulation 2016/679.

If you have previously opted in to our marketing emails, you can opt out at any time by clicking the "unsubscribe" link at the bottom of our marketing messages. Also, all opt-out requests can be made by emailing us using the contact details [privacy@coreview.com](mailto:privacy@coreview.com)

If you decide to withdraw your consent, we may continue to send you non-promotional communications, unless you decide to unsubscribe from the contact list. Please note that some communications (such as service messages, account notifications, billing information) are considered transactional and necessary for account management, and you cannot opt out of these messages unless you cancel your account.

If you have any questions or concerns about your rights regarding the use of your Personal Information, please contact us at: [privacy@coreview.com](mailto:privacy@coreview.com). We will reply as soon as possible after verifying your identity.

## Retention Of Data

Your Personal Data will be stored for a period of time not exceeding that necessary to achieve the purposes for which it was collected and in any case for the maximum time required by applicable law (for example, a ten-year prescription for civil and administrative/accounting data).

Our retention periods will vary depending on the type of data involved, but, generally, we'll refer to these criteria in order to determine retention period:

1. Whether we have a legal or contractual need to retain the data
2. Whether the data is necessary to provide our Services
3. Whether our Customers have the ability to access and delete the data within their accounts

4. Whether our Customers would reasonably expect that we would retain the data until they remove it or until their accounts are closed or terminated

When we have no ongoing legitimate need to process your Personal Data, we will either delete or anonymize it or, if this is not possible (for example, because your Personal Data has been stored in backup archives), then we will securely store your Personal Data and isolate it from any further processing until deletion is possible.

Regarding the processing for marketing purposes, your data will be processed and stored for a reasonable period of time in relation to the interest you have shown towards our initiatives, which we will periodically check, except for your opposition or request for revocation of the authorization to receive commercial communications.

## Our Security

We take appropriate and reasonable technical and organizational measures to protect your Personal Data from loss, misuse, unauthorized access, disclosure, alteration, and destruction, taking into account the risks involved in the processing and the nature of the Personal Data.

## Disclaimer

Our Services are intended for use by our Customers. As a result, for much of the Personal Information we collect and process about Users through the Services, we act as a processor on behalf of our Customers. We are not responsible for the privacy or security practices of our Customers, which may differ from those set forth in this privacy policy.