

Altitude™ Professional Services Agreement

This Altitude™ Professional Services Agreement (“**Agreement**”) is made and entered into as of the effective date in the applicable ordering document (an “**Order**”) by and between Applied Insight (“**Provider**”) and the Customer (“**Customer**”), in consideration of the mutual exchange of promises in the Order and this document. By placing an Order, entering into the Agreement, and using the Professional Services, Customer is agreeing to comply with the terms of this Agreement. By entering into the Order and employing Altitude™ Professional Services, Customer agrees to all terms and conditions of this Agreement.

1. PROFESSIONAL SERVICES

Provider agrees to provide to the Customer the Altitude™ Professional Services (hereinafter defined)—collectively referred to herein as the “Services”—as set forth in this Agreement and Order entered into by Provider and Customer.

2. ENGAGEMENT OF ALTITUDE™ PROFESSIONAL SERVICES

As set forth in the applicable Order, Provider will provide Professional Services either remotely or at the Customer’s sites to assist the Customer with onboarding, trainings, integrations with existing Customer systems and other actions outside the scope of the Altitude™ Professional Services. Any Professional Services that are to be performed at Customer’s facilities are deemed “**Onsite Services.**”

3. PROFESSIONAL SERVICES (GENERAL INFORMATION)

3.1 Designated Contact(s)

The Customer will identify individual(s) who will serve as the Designated Contact(s) on behalf of the Customer. The Designated Contact(s) will receive all communications regarding the Professional Services and have the authority to make and approve decisions on behalf of the Customer regarding the Professional Services. The Designated Contacts must also have the sole authority to act for Customer in all aspects of the Services, including but not limited to bringing issues to the attention of the appropriate persons within Customer’s organization and resolving conflicting requirements. Additionally, the single point of contact will—

- Ensure that any communications between Provider and Customer, including scope related questions or requests, are made through the appropriate Provider personnel;
- Provide timely access to technical and business points of contact, and required data/information for matters related to the scope of the professional services; ensure attendance by key Customer contacts meetings (virtual) with the Provider; and
- obtain and provide project requirements, information, data, decisions, and approvals within one (1) working day of Provider’s request, unless both parties agree to a different response time.

Failure to provide Designated Contact(s) may impact the services, scope, schedule, and effectiveness. Provider shall only act on requests made by Designated Contact(s).

3.2 Scheduling/Ordering

The Professional Services will be scheduled following Provider’s receipt of a fully executed Order. To the extent Customer requires a purchase order, Customer shall insert any associated reference number in the Billing Contact Section of the Order. Upon receipt of a fully executed Order, and purchase order if required, the parties will determine and finalize scheduling for the Professional Services. Scheduling will be based upon the Customer’s schedule, preferences, requirements, and the availability of Provider’s resources.

3.3 Statement of Work

Provider will provide a Statement of Work (SOW) describing the scope of Services, quantity of Units estimated to complete the work, and any additional terms specific to the applicable Order. The Statement of Work shall be incorporated into this Agreement by reference. If required for the engagement, and at Provider’s discretion, the SOW may include, but not be limited to, items such as milestones, deliverables, acceptance criteria, assumptions, and responsibilities. Any requests made by Customer regarding the scope of Services identified in the Agreement (including the Statement of Work), must be submitted via a centralized ticketing system.

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3.4 Changes/Governance

The Customer and Provider acknowledge that any changes to the purchased Professional Services will be governed by the following “Revision to Services”. A written “Revision Order” will be the vehicle used by the Customer or the Provider to communicate any desired changes or clarifications to the purchased Professional Services. The “Revision Order” will describe proposed change(s) to the scope, pricing, resources, or tasks of the purchased Professional Services; the reason for the proposed change(s); related assumptions and responsibilities; and the schedule and price impacts of the proposed change(s). Provider or Customer will draft the Revision Order based on discussions with Customer or Provider. Only changes included in a Revision Order signed by both Customer and Provider referencing the Agreement and the applicable Order—will be implemented. In some cases, a Revision Order will authorize Provider to study the impacts that a proposed change will have in terms of required changes to the purchased Professional Services assumptions, responsibilities, scope, resources, tasks, or schedule, and price. If, upon completion of the study, Customer agrees to proceed with the change, Provider will draft a separate Revision Order to detail the specifics associated with that change.

3.5 Onsite Services

- 3.5.1 Units, as defined below, are exclusive of travel. Customer will be responsible for any local travel or nonlocal travel costs that provider incurs (to include reasonable handling fees) in performance of the Onsite Services.
- 3.5.2 The Customer will provide—at each site receiving Onsite Services—an onsite single point of contact who is to serve as the Liaison (“Onsite Liaison”) between the Customer and the Provider’s onsite staff accomplishing the Onsite Services. Failure to provide Onsite Liaison(s) may impact the Onsite Services scope, schedule, and effectiveness. The Onsite Liaison(s)—in concert with the Customer’s single point of contact for Professional Services—must have the authority to act for the Customer in all aspects of the Onsite Services, including but not limited to bringing issues to the attention of the appropriate persons within the Customer’s organization and resolving conflicting requirements. The Onsite Liaison(s) will:
- ensure timely access to technical and business points of contact, and required data/information for matters related to the scope of the Onsite Services;
 - ensure attendance by key Customer contacts at Customer meetings and presentations;
 - ensure that Provider personnel have reasonable and safe access to the Onsite Services site, Internet connectivity, a safe working environment, adequate office space, and appropriate conference room facilities (including projector and whiteboard access) for meetings; and
 - inform Provider of all facility access issues, required security measures, and provide access to all necessary facilities at least fifteen (15) days prior to the date upon which Provider must secure any such clearances. Customer will back up its files and data prior to Provider’s commencement of the Onsite Services.
- 3.5.3 Subject to the Customer and the Provider mutually agreeing upon a start date for Onsite Services, the Provider has the sole discretion to set the travel schedule of its personnel, on a reasonable basis (e.g., avoiding weekend or after-hours travel). Portions of the Onsite Services may be performed remotely.
- 3.5.4 The Customer agrees to reasonably cooperate with the Provider’s onsite personnel for the accomplishment of Onsite Services.

3.6 Delays

Provider shall bear no liability or otherwise be responsible for delays in the provision of Professional Services, or any portions thereof to include schedule impacts, occasioned by Client’s actions or inactions, including failure to timely complete a task or adhere to its own schedule.

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4. UNITS AND PAYMENT

Customer shall pay Provider the fees associated with ordered “Units” of Altitude™ Professional Services as set forth below.

4.1 Units.

“Units” are credits that may be purchased by Customer for Altitude™ Professional Services as set forth in this Agreement. Units can be purchased by Customer with a minimum scope of forty (40) hours in duration. Scheduling will occur upon execution of an Order and is subject to Provider’s resource availability. Upon execution of an Order Units: (a) are non-refundable, (b) are non-transferable/non-exchangeable to other entities for other services, (c) must be used as whole credits, (d) cannot be combined with any other discounts, special offers, or coupons (unless agreed upon otherwise), and (e) cannot be pro-rated. Any Unit purchased during a Term that remain unused by the end of that Term (“Unused Units”) may be carried over one additional renewal Term. All Unused Units automatically expire at the end of the additional renewal Term.

4.2 Unit Consumption Rules

- 4.2.1 All resources assigned to deliver the Professional Services must be used in consecutive days or calendar weeks, as appropriate, during the Term defined in the Order and Statement of Work (SOW). Unless otherwise agreed by the parties in writing, Professional Services will be performed Monday through Friday, with the Standard Delivery Window between the hours of 8:00 am EST and 6:00 pm EST. Consultants will work up to a forty (40) hour work week unless otherwise mutually agreed by the parties in writing. Consultants are only required to be available during the hours set forth in the Standard Delivery Window. Work outside of the hours above, work on weekends or on Provider-recognized holidays must be pre-approved in writing by Provider.
- 4.2.2 Hours worked (onsite or remotely) by resources will be tracked in half hour (30 minute) increments.
- 4.2.3 Any hours worked (onsite or remotely) outside of Provider’s Standard Delivery Window, on weekends or Provider-recognized holidays (as requested by Customer and pre-approved Provider) shall be billable at 1/20th of the Unit price.
- 4.2.4 Customer will inform Provider in writing of cancellation or postponement of a scheduled Altitude™ consultant at least five (5) working days before the consultant is to begin providing Professional Services. If less than five (5) working days’ notice is provided, Provider reserves the right to claim the assigned number of Units as agreed for the subsequent five (5) working days of delivery.
- 4.2.5 Provider may, at its sole discretion, choose to engage different consulting personnel for different portions of the Professional Services.

4.3 Invoicing

Customer will be invoiced up front for the entire cost of the Professional Services (to include the cost of all Units purchased), as set forth in the Order. Fees, expenses and taxes associated with the Professional Services shall be paid as set forth in the Order and in accordance with the terms and conditions of the Agreement. For the avoidance of doubt, any expenses related to the Professional Services, to include travel costs and other non-labor costs required to execute the Order, are not included in the Unit Prices.

4.4 Payment

Customer shall (subject to anything contrary in the applicable Order) provide payment for the Order in full prior to the initiation of any professional services.

4.5 Taxes.

Fees stated in the Orders do not include applicable taxes. Customer agrees to bear and be responsible for the payment of all taxes, except for taxes based upon Provider’s income, including all sales, use harmonized, rental receipt, personal property, customs duties or levies, federal, provincial or foreign taxes or other taxes, which may be levied or assessed in connection with the Agreement. Customer shall pay such tax when due or reimburse Provider as Provider may request. If any tax is required to be paid by Provider, the full amount of such tax will be billed to Customer separately, whether or not the Agreement is then in effect and shall be promptly paid by Customer.

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4.6 Increases

Pricing for any Unit not included in the initial Order is subject to Provider's sole discretion. Any additional Unit purchased by Customer is subject to the same invoicing and payment terms listed in Sections 4.3 and 4.4, respectively.

5. TERM

The Agreement begins on the later date of execution of an applicable Order with Statement of Work and shall remain in effect until and continues until the earlier of (a) a date agreed upon in the Order, or (b) the completion of Units ordered by Customer.

6. SURVIVAL

Neither expiration nor termination of the Agreement, or any Order issued against it, will terminate those obligations and rights of the parties pursuant to provisions of the Agreement which by their express terms are intended to survive and such provisions will survive the expiration or termination of the Agreement. Without limiting the foregoing, Sections 5, 6, 7, 8, 9, 10, 11 and 12 shall survive any expiration or termination of the Agreement.

7. CONFIDENTIALITY

7.1 Confidential Information.

In connection with the Agreement, the Provider or the Customer may disclose to the other party "Confidential Information" that relates to the disclosing party's business operations, financial condition, customers, products, services, or technical knowledge ("Confidential Information"). Except as otherwise specifically agreed in writing, each party agrees that:

- all information communicated to it by the other in connection with the Agreement and identified as confidential,
- any information exchanged between the parties in connection with Customer's purchase of Services, and
- all information communicated to it that reasonably should have been understood by the receiving party, because of confidentiality, descriptions or similar legends, the circumstances of disclosure or the nature of the information itself, to be confidential to the disclosing party,

will be Confidential Information and will be deemed to have been received in confidence and will be used only for purposes of the Agreement. Provider Confidential Information includes the Services, SOW, Unit Prices, the terms of the Agreement, development plans, and any security specifications, reports or assessments related to the Order, Provider or its Cloud Hosting Providers and Customer Confidential Information/Data.

7.2 Standard of Care; Third Parties.

Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information of a similar nature, and in any event, no less than reasonable care. Each party may disclose relevant aspects of the other party's Confidential Information to its employees to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under the Agreement; provided, however, that such party will use reasonable efforts to ensure that all such persons comply with these confidentiality provisions. Each party may disclose the other party's Confidential Information to third parties provided that such third parties are subject to written confidentiality obligations at least as restrictive as those set forth in this Agreement. Third parties are restricted to using the Confidential Information for the sole purpose of providing the contracted services to the party, with the exception of data provided to third parties consistent with the provisions of Section 3 that has been summarized and sanitized to the extent that it no longer constitutes Confidential Information. Each party will be responsible for any improper disclosure of Confidential Information by such party's employees, agents, or contractors.

7.3 Preclusions on Use.

Neither party will use, or make any copies of, the Confidential Information of the other party except to fulfill its rights and obligations under the Agreement. Neither party may withhold the Confidential Information of the other party or refuse for any reason (including due to the other party's actual or alleged breach of the Agreement) to promptly return or destroy, as the other party may direct, to the other party its Confidential Information (including copies thereof) if requested to do so. Subject to the

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foregoing confidentiality obligations, either party may retain copies of the Confidential Information of the other party to the extent required to document its performance or for compliance with applicable laws or regulations.

7.4 Exclusions; Permitted Use.

This Section 7 will not apply to any particular information that either party can demonstrate: (a) was, at the time of disclosure to the party, in the public domain, (b) after disclosure to the party, is published or otherwise becomes part of the public domain through no fault of the receiving party, (c) was in the possession of the receiving party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation, (d) was received after disclosure to the party from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to the party), or (e) was independently developed by or for the receiving party without use of the Confidential Information disclosed by a party to this Agreement. In addition, a party will not be considered to have breached its obligations under this Section 7 for disclosing Confidential Information of the other party of this Agreement to the extent the receiving party is required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any such request, and to the extent it is legally permissible, the party advises the other party prior to making such requirement and provides a reasonable opportunity to the other party to object to such disclosure, to take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) to take such other action as it considers appropriate to protect the Confidential Information.

8. INTELLECTUAL PROPERTY

The Customer and Provider acknowledge that each party retains sole ownership in its intellectual property, and that any deliverables or transfer of ownership in intellectual property shall be specifically addressed in the relevant Order, which shall be executed by representatives of each party who have the necessary authority to bind their respective party.

8.1 Provider Ownership.

Provider retains all ownership of and title to, and all intellectual property rights in, the Professional Services, and all software, equipment, processes, facilities, and materials utilized by or on behalf of Provider to provide the same, including all patents, trademarks, copyrights, trade secrets, and other property or intellectual property rights. Customer acknowledges and agrees that Provider shall own all right, title and interest in and to any modifications, derivative works, changes, expansions or improvements to the Subscription, or Services, without any other or subordinate right whatsoever being held by Customer. Customer shall acquire no rights therein other than those limited rights of use specifically conferred by the Agreement. Customer may not create derivative works based upon the software provided in the Subscription Services, or Services in whole or in part, or develop or request third parties to develop or modify any software based on ideas, processes, or materials incorporated therein. Customer shall not delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Subscription. All rights related to the Subscription, or Services that are not expressly granted to Customer under the Agreement are reserved by Provider. In the event that Customer provides Provider with any comments, suggestions, or other feedback with respect to the Subscription, or Services, Customer hereby grants Provider a perpetual, irrevocable, worldwide license to use any such feedback, and Provider has the right, but not the obligation, to use such feedback in any way without restriction or obligation to Customer. Provider will be the exclusive owner of, and will be free to use for any purpose, any ideas, concepts, know-how, or techniques that result from Customer's feedback, including, without limitation, any modifications or enhancements to the Subscription, or Services. Upon Provider's reasonable request, Customer agrees to execute such additional documents as Provider deems necessary or convenient for perfecting or recording Provider's ownership interest, provided that preparation of such additional documents shall be at the expense of Provider.

8.2 Customer Ownership.

With the exception of a license granted to Provider to access and use directly attributable Customer data and content solely for the purpose of performing and improving Services, Provider acquires no right, title, or interest from Customer or its Representatives to Customer data and content, including any intellectual property rights therein. Subject to the Agreement, Customer, its Representatives and each of its Affiliates hereby grant Provider a limited, royalty-free, fully-paid up, non-exclusive and non-transferable license to process Customer data and content in the United States (unless otherwise stated on an Order) solely as necessary to provide the Services for Customer's and such Affiliates' benefit as provided in the Agreement

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(and as otherwise instructed by Customer or a Representative) for so long as Customer or any Representative uploads or stores such content or data with the Cloud Services Provider accessible and serviced by the Subscription Services.

9. LIMITED WARRANTIES

9.1 Provider Representations and Warranties.

Provider warrants (a) that the Services will be performed in accordance with the SOW and this Agreement. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE PROFESSIONAL SERVICES, INCLUDING WITHOUT LIMITATION ANY THIRD-PARTY SOFTWARE ARE PROVIDED “AS IS”. NEITHER PROVIDER NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE SUBJECT TO THE TERM OF THIS AGREEMENT.

9.2 Customer Representations and Warranties.

Customer accepts responsibility for selection of the Professional Services to achieve Customer’s intended results. Customer is solely responsible for obtaining all rights and consents necessary for Provider to perform Professional Services and hereby warrants that providing access to its data and content to Provider under the Agreement will not violate or infringe the rights of any third party. Customer further warrants that having determined the Services are suitable for the intended use of this Agreement as of the time of the Agreement’s execution, Customer assumes sole responsibility for the security of the data and content accessed by Provider in performance of the Professional, and Provider shall have no liability therefor.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND LEGAL THEORY SHALL (I) EITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND (II) EITHER PARTY’S ENTIRE LIABILITY UNDER THIS AGREEMENT EXCEED THE FEES PAID OR OWED BY CUSTOMER TO PROVIDER FOR SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED. FURTHERMORE, NEITHER PROVIDER, NOR ITS OFFICERS, DIRECTORS, EMPLOYEES SUBSIDIARIES, OR AFFILIATED COMPANIES SHALL BE LIABLE IN ANY WAY FOR: (1) DAMAGES FROM ANY SECURITY BREACH OR ANY OTHER SECURITY INTRUSION, OR ANY VIRUS, BUGS, OTHER MALICIOUS SOFTWARE OR HARMFUL COMPONENTS, AND (2) THIRD PARTY PRODUCTS AND SERVICES OFFERED THROUGH OR USED IN FURTHERANCE OF THE PROFESSIONAL SERVICES.

11. INDEMNIFICATION

Customer will defend, indemnify, and hold Provider and its members, agents, representatives, and employees against all losses, liabilities, damages, deficiencies, costs or expenses, including reasonable attorneys’ fees, whether or not arising out of third-party claims resulting from, based upon or relating to 1) Customer directives/requests made pursuant to this Agreement, (2) Customer’s breach of this Agreement, and (3) the gross negligence, or willful misconduct of Customer or Customer’s employees or agents.

12. MISCELLANEOUS

12.1 Notice.

Any notice or demand which is required to be given under the Agreement will be deemed to have been sufficiently given and received for all purposes when delivered by hand; by confirmed electronic transmission; by nationally recognized overnight

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courier; or five (5) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the address, facsimile number, or the e-mail address identified in the applicable Order, and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

12.2 Governing Law.

Without regard to its conflicts of laws principles, the laws of the Commonwealth of Virginia govern all matters arising under or relating to the Agreement. The parties agree to submit to the jurisdiction of the state courts of the Commonwealth of Virginia and the U.S. District Court for the Commonwealth of Virginia, and agree that such courts shall be the exclusive venue for any action arising under this Agreement.

12.3 Assignment.

Neither party may assign the Agreement, or any of its interest herein, without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a party's business related to the subject matter of the Agreement or any merger, sale of a controlling interest, or other change of control of such party. In the event of assignment as mentioned in the previous sentence, the assigning party shall provide written notice as soon as is reasonably practicable. The Agreement applies to and binds the permitted successors and assigns of the parties.

12.4 Force Majeure.

Neither party will be in default or otherwise liable for any delay in or failure of its performance under the Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, or failures or delays in transportation or communications (each, a "Force Majeure Event"). The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of the Agreement. Customer's Agreement and Services are predicated on Customer's use of cloud computing services hosted by a Cloud Service Provider, and the Provider will not be responsible for the acts or omissions of Customer's cloud service provider that result in a delay in or failure of its performance under the Agreement.

12.5 Injunctive Relief.

Each party acknowledges and agrees that a breach or threatened breach by either party of any of its obligations under Sections 7 or 8 will cause immediate and irreparable harm to the non-breaching party for which monetary damages may not constitute an adequate remedy. Accordingly, the breaching party acknowledges and agrees that the non-breaching party shall be entitled to injunctive relief for the breaching party's obligations herein, without the non-breaching party having to prove actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for the breaching party's breach of the Agreement, but shall be in addition to all other remedies available to the non-breaching party at law or in equity.

12.6 U.S. Federal Government Customers.

In the event the Customer, or End Customer, is the U.S. Federal Government, Provider provides the Professional Services, including related software and technology, for ultimate U.S. Federal Government end use solely in accordance with the following: Government technical data and software rights related to the Subscription include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with Federal Acquisition Regulation ("FAR") FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, Defense FAR Supplement ("DFARS") DFARS 252.227-7015 (Technical Data-Commercial Items) and DFARS 227.7202-03 (Rights in Commercial Computer Software or Computer Software Documentation). If a U.S. Government agency has a need for rights not conveyed under these terms, it must negotiate with Provider to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

12.7 Third Party Beneficiaries.

Provider, its affiliates and licensors may be third party beneficiaries of the Agreement. No other third party, including without limitation Customer's addition of third parties as users, is intended to be a beneficiary of the Agreement entitled to enforce its terms directly.

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12.8 Third Party Terms.

“Third Party Software” means components of the Altitude™ Subscription which are licensed from third parties (“Third Party Providers”), or software requested and paid for by the Customer for use in Professional Services. “Third Party Terms” means those terms and conditions between Third Party Providers and Provider applicable to Third Party Software. In the event Third Party Terms are changed by Third Party Providers, as the case may be from time to time, Customer may be required to accept additional terms upon login and access to the Subscription, resulting solutions provided by Professional Services, or otherwise as Provider requires. If Customer determines the Third Party Terms have an adverse impact, and as a result does not consent, Customer SHOULD NOT access or use the Subscription or resulting solutions provided by Professional Services.

12.9 Cloud Service Provider Terms.

“CSP Resources” means components of the Altitude™ Subscription and/or resulting solutions of Professional Services which reside on Cloud Service Providers (“CSPs”) offerings. “CSP Terms” means those terms and conditions between CSP and Provider applicable to Third Party Software. In the event CSP Terms are changed by CSPs, as the case may be from time to time, Customer may be required to accept additional terms upon login and access to the Subscription, resulting solutions provided by Professional Services, or otherwise as Provider requires. If Customer determines the CSP Terms have an adverse impact, and as a result does not consent, Customer SHOULD NOT access or use the Subscription or resulting solutions provided by Professional Services.

12.10 General.

The Agreement supersedes all previous discussions, negotiations, understandings, and agreements between the parties with respect to its subject matter. No oral statements or material not specifically incorporated herein will be of any force and effect. No changes in or additions to this Agreement will be recognized unless incorporated herein by amendment and signed by duly authorized representatives of both parties. The application of Customer’s general terms and conditions in any general vendor acknowledgement or Customer’s other general purchasing conditions are hereby expressly excluded and objected to by Provider. This Agreement shall apply and supersede the pre-printed terms and conditions of any form submitted, in electronic format or otherwise, by either party. The Agreement will not be construed against either party as the purported drafter. The waiver by either party of a breach or violation of any provision of the Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of the Agreement, which will remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent necessary, in such adjudicator’s opinion, to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements of the parties set forth herein. Headings in this Agreement shall not be used to interpret or construe its provisions. The following order of precedence will be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Orders, exhibits, statements of work, or other documents: first, the Sections 1-11 of this Agreement, including any referenced URLs (which may give priority to Orders for certain purposes); second, terms contained in an Order; and third, the terms of any other documents referenced in any of the foregoing.

13. MODIFICATIONS

Provider may modify this Agreement (including any Policies) at any time by posting a revised version on the Altitude™ website or by otherwise notifying Customer in accordance with Section 12.1 of the Professional Services Agreement. The modified terms will become effective upon posting or, if Provider notifies Customer by email, as stated in the email message. By continuing to use the Professional Services after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms. It is Customer’s responsibility to check the AI Site regularly for modifications to this Agreement. Provider last modified this Agreement on the date listed at the end of this Agreement.

DATE AGREEMENT LAST MODIFIED: SEPTEMBER 6, 2021