

These Terms and Conditions ("Terms and Conditions") are entered into by and between Clearpoint Business Group and Client as of the Effective Date set forth in the Service Order. Unless otherwise set forth in the Service Order, each Service Order executed between Clearpoint Business Group and Client is subject to the then-current version of the Agreement.

1.0 DEFINITIONS. Capitalized terms shall have the meanings set forth below.

"Acceptable Use Policy" means Clearpoint Business Group's Acceptable Use Policy for the applicable Service(s) published by Clearpoint Business Group at <https://www.clearpointbusiness.com/acceptable-use-policy> (or successor URL).

"Agreement" means, collectively, the Service Order or Solution Order, as applicable, the Subscription Services Terms (if any) applicable to Subscription Services set forth in the Service Order, the Service Description for the Service(s) set forth in the Service Order, these Terms and Conditions, and the Acceptable Use Policy, in that order for precedence.

"Affiliate(s)" means an entity controlled by, under common control with, or controlling a party, where control is denoted by having (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the applicable entity. The Service(s) may be performed by Clearpoint Business Group or any of its Affiliates.

"Business Contact Information" means contact information (such as name, title, business mailing addresses, email address, or phone number) regarding the other party's employees, contractors, clients, suppliers, as well as other persons interacting with a Service(s), which has been collected or received by a party in the ordinary course of business for the purpose of maintaining a business relationship as further described in these Terms and Conditions.

"Client" means the individual, the company or legal entity named in the Service Order.

"Client Data" means all data and any information that Client provides or authorizes access to, or inputs into the Service(s), including, but not limited to, Network Data and Client Personal Data.

"Client Personal Data" means Client-owned or controlled personal data provided by or on behalf of Client to Clearpoint Business Group or an Clearpoint Business Group Affiliate or subcontractor for processing in connection with the Service(s). Unless prohibited by applicable Data Protection Laws, Client Personal Data shall not include information or data that is anonymized, aggregated, de-identified and/or compiled on a generic basis and which does not name or identify a specific person.

"Data Protection Laws" means all applicable data protection and privacy laws, as amended and replaced from time to time, that apply to the processing of personal data for a particular Service(s), including, as applicable, the EU General Data Protection Regulation 2016/679 ("GDPR"), the Federal Data Protection Act of 19 June 1992 (Switzerland), the UK Data Protection Act 2018 (DPA 2018) and the UK General Data Protection Regulation ("UK GDPR"), and any US state or federal laws or regulations relating to the collection, use, disclosure, security or protection of personal data, or to security breach notification, e.g., the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA").

"Fees" means the fees payable by Client for the Service(s) as further set forth in these Terms and Conditions.

"Information Security Incident" means a breach of Clearpoint Business Group's security leading to the accidental or unlawful destruction, loss, alteration or unauthorized acquisition, disclosure, misuse or access to unencrypted Client Personal Data transmitted, stored or otherwise processed by Clearpoint

Business Group. The foregoing does not include any of the following where there has been no unauthorized access to Client Personal Data: (a) pings and other broadcast attacks on firewalls or edge servers; (b) port scans; (c) unsuccessful log-on attempts; (d) denial of service attacks; (e) packet sniffing (or other unauthorized access to traffic data that does not result in access beyond IP addresses or headers); or (f) similar incidents.

“Meter” means the applicable unit(s) of measurement by which Clearpoint Business Group offers the Service(s), if applicable, as set forth in the Service Description.

“Network Data” means data that Clearpoint Business Group or its Clearpoint Business Group process, collect, retain and use in order to configure the Service(s), to provide the Service(s), and/or in connection with Client’s use of and access to the Service(s), including but not limited to time of transaction, User IP address, username, URL, URL category, status (success or error), file type, filter result (allowed or denied), virus ID, and other metadata (e.g. browser software used), and any other network traffic (and related data) sent to or received from Client through use of and access to the Service(s), in detail and/or in an aggregated form.

“Permissions” mean all necessary consents, permissions, as well as notices and authorizations necessary for the processing and onward transfer by Clearpoint Business Group of Client Personal Data which is required to perform the Service(s), including the transfer of Client Personal Data outside of the country of origin and any of the foregoing, as applicable, from Client employees or third parties; valid consent from or notice to concerned data subjects; and authorizations from regulatory authorities, employee representative bodies or other competent third parties.

“Service(s)” means the Service(s) purchased by Client (as set forth in the Service Order), and provided or managed by Clearpoint Business Group, or its Affiliates, including any Service Component(s), and for which the Service Description is published together with these Terms and Conditions either at www.clearpointbusiness.com/legal (or successor URL) or incorporated directly into a Service Order.

“Service Component(s)” means certain enabling software and/or hardware peripheral(s) and associated documentation which may be provided by Clearpoint Business Group as an incidental part of the Service(s).

“Service Description” means Clearpoint Business Group’s description of the Service(s)’ features, including, but not limited to, any service-specific additional terms and requirements, and any accompanying service level agreements published by Clearpoint Business Group at <https://www.clearpointbusiness.com/legal> (or successor URL).

“Service Order” means any document that defines the Services to be provided and may include, but is not limited to, references to Service Descriptions, pricing, schedule, location of performance, and other information required to perform the Services.

“Subscription” means, a fixed term right to access, use and/or benefit from the Service(s) during the Subscription Term subject to the terms of the Agreement.

“Subscription Services” means any Services that are provided which utilize either fixed-term or metered billing and which are explicitly notated as “Subscription Services” either in the Service Order or Service Description.

“Subscription Services Terms” means the terms identified in the Service Order as governing Client’s use of the Subscription Services, which may consist of a Service Description, separate terms of service, or a SaaS Services Agreement, in each case as published by Clearpoint Business Group at <https://www.clearpointbusiness.com/legal> (or successor URL) or incorporated directly into the Service Order.



“Sub-processors” means the Clearpoint Business Group Affiliates, other than the Clearpoint Business Group contracting entity set out in the Service Order, and the third parties authorized under the terms of the Agreement to have access to and process Client’s Personal Data in order to provide a portion of the Service(s).

“Subscription Term” means the period of time for which a Subscription is valid, as set forth in the Service Order.

“Services Term” means the period of time for which Services are rendered, as set forth in the Service Order.

“Solution Order” means a single, centralized ordering document executed by the parties that combines multiple ordered elements into one order under the Agreement, which elements may include Subscription Services, other Service(s), Service Component(s), professional or implementation services, add-on modules, and hardware or other tangible goods. A Solution Order identifies each ordered element and, for each such element, the applicable Fees, quantities or Meter, Subscription Term or Services Term, delivery or performance schedule, and any element-specific terms or Service Descriptions. Each element of a Solution Order may be separately provisioned, scheduled, delivered, and performed, and may trigger its own follow-on delivery or performance obligations, while all elements are invoiced under the unified billing arrangement set forth in the Solution Order. Except where the Agreement expressly provides otherwise, each reference in these Terms and Conditions to a “Service Order” applies equally to a Solution Order and to each element set forth therein.

The terms “controller”, “data subject”, “de-identification”, “personal data”, “process”, “processing”, “processor”, “pseudonymize”, “sale”, “service provider”, and “supervisory authority” as used in these Terms and Conditions have the meanings given in the applicable Data Protection Laws, as relevant.

2.0 USE OF SERVICES.

2.1 Delivery; Right to Modify. Clearpoint Business Group will perform the Service(s) in accordance with the Agreement. Clearpoint Business Group may modify the Service(s) and/or the corresponding Service Description at any time: (i) due to changes in applicable laws or industry standards; and (ii) for any other reason, if the modification does not materially reduce the level of performance, functionality, security or availability of the Service(s) during the Term.

2.2 Internal Use/Client Affiliates for Subscription Services. Client’s Subscription to access and use the Service(s) and/or a Service Component(s) during the Subscription Term is on a limited, non-exclusive, non-transferable basis, solely for Client’s internal business purposes and strictly in accordance with the terms of the Agreement, including without limitation: (i) use of the Service(s) and/or a Service Component(s) in accordance with the Acceptable Use Policy; and (ii) use of the Service(s) up to the Meter amount for which Client purchased such Service(s) (as set forth in the Service Order). In the event of non-compliance with the foregoing by Client, Clearpoint Business Group reserves the right to suspend all or part of the Service(s) during such non-compliance, with or without notice, or terminate the affected Service(s) in accordance with these Terms and Conditions. Clearpoint Business Group shall not be responsible or liable for any consequential, incidental, or other damages and consequences to Client or Client’s Affiliates, customers, clients, or other interested or third parties as a result of Clearpoint Business Group exercising its rights to suspend or terminate Services as outlined hereunder.

2.3 Restrictions. Client shall not, and may not cause or permit others to: (i) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish or copy any part of the Service(s) and/or a Service Component, unless permitted by applicable law



for interoperability purposes; (ii) access or use the Service(s) and/or a Service Component to build or support, directly or indirectly, products or services competitive to Clearpoint Business Group; or (iii) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Service(s) and/or a Service Component to any third party except as permitted by the Agreement.

2.4 Client Configurations. Client shall provide Clearpoint Business Group with information reasonably required to allow Clearpoint Business Group to provide and deliver the Service(s) or Clearpoint Business Group's delivery of the Service(s) may be delayed or prevented. Client acknowledges and agrees that Client is solely responsible for selecting Client configurations and assuring that the selection conforms to Client's policies and procedures and complies with all applicable laws and regulations in jurisdictions in which Client is accessing the Service(s). Delivery of the Service(s) does not include Client configurations or policies and procedures implemented and set by Client that are available during the Subscription Term. Client assumes full responsibility to back-up and protect Client Data against loss, damage, or destruction, and Clearpoint Business Group shall not be responsible or liable for the failure of Client to back up and protect Client Data.

2.5 Client Obligations. Client is solely responsible for obtaining all approvals, consents and Permissions required by any third parties or applicable law to use the Service(s), and Clearpoint Business Group makes no representation or warranty that Services will comply with or meet the requirements for such approval, consents, and Permissions. Clearpoint Business Group is not in default of its obligations if it cannot provide the Service(s) if approvals, consents or Permissions have not been obtained or any third party or applicable law otherwise prevents Clearpoint Business Group from providing the Service(s). Client is responsible for its account information, passwords and other login credentials and must notify Clearpoint Business Group immediately of any known unauthorized possession, breach, compromise or use of Client's credentials.

3.0 SUBSCRIPTION SERVICES TERM; TERMINATION; END OF SERVICE(S) AVAILABILITY.

This section applies to Subscription Services provided by Clearpoint Business Group.

3.1 Subscription Term. Client's Subscription Term shall commence on the 'Start Date' and automatically end on 'End Date' as set forth in the Service Order, unless otherwise terminated by either party as set forth below.

3.2 Termination. A Subscription may be terminated by either party: (i) if the other party breaches any material term of the Agreement and such breach remains uncorrected for thirty (30) days following written notice; (ii) immediately, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other party otherwise ceases or threatens to cease business; or (iii) as otherwise set forth in the Subscription Services Terms.

3.3 Effect of Termination. Termination of a Subscription will be without prejudice to any rights or liabilities accrued as of the date of termination. Clearpoint Business Group is entitled to invoice and Client agrees to pay for all Service(s) provided up to the effective date of termination, and all invoices shall become immediately due and payable on the effective date of termination. Any provision of the Agreement which is intended to survive expiration or termination of a Subscription will survive, including, without limitation, confidentiality, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Client payment obligations accrued prior to termination.



3.4 End of Service(s) Availability. Clearpoint Business Group will provide twelve (12) months' notice of the last date of the availability of the Service(s), unless a shorter period is set forth in the Subscription Services Terms. Clearpoint Business Group will provide such notification to Client's reseller, then-current business or technical contact, or by publication on the administrator portal for the Service(s), as applicable. Once the Service(s) is no longer available, Client will no longer have access to or use of the Service(s).

3.5 Subscription Services Terms. Use of the Subscription Services shall be governed by the Subscription Services Terms identified in the applicable Service Order, which may take the form of a Service Description, separate terms of service, or a SaaS Services Agreement, and each of which is incorporated into and made a part of the Agreement. If the Service Order does not identify any Subscription Services Terms, use of the Subscription Services shall be governed by these Terms and Conditions. In the event of any conflict or inconsistency among the documents governing the Subscription Services, the following order of precedence shall control with respect to the Subscription Services: (i) the Service Order; (ii) the Subscription Services Terms; (iii) these Terms and Conditions; and (iv) the Acceptable Use Policy. Notwithstanding the foregoing, the Subscription Services Terms shall control over the Service Order only to the extent the Service Order expressly states that a specified provision of the Subscription Services Terms supersedes the Service Order.

4.0 AFFILIATES; CONSULTANTS.

Client may obtain Services for use by its Affiliates, in which event such use of the Services by Client's Affiliates is conditioned upon each Affiliate accepting all of the terms and conditions of this Agreement. Affiliate purchases shall be governed by the terms and conditions of this Agreement, and Clearpoint Business Group shall rely on the purchase as being authorized by Client without further action being required by Clearpoint Business Group. Client shall be and remain responsible for any acts or omissions by Client's Affiliates who purchase or use Services under the terms of this Agreement. Any reference to Client in this Agreement shall also include Affiliates. Client may exercise Client's rights through consultants and outsourcers in order to receive the services, provided that these third parties are under a written obligation to comply with the Agreement, and Client assumes full responsibility for the acts or omissions of these third parties in connection with such use. Upon reasonable request, Client will provide proof of the contractual or legal relationship between Client and any Affiliate, consultant, or outsourcer.

5.0 TERM AND TERMINATION.

5.1 Term. The Term of this Agreement shall be for one (1) year, which shall automatically renew for successive one (1) year Terms, unless a Party gives ninety (90) days' notice of non renewal before the end of the then current Term. Termination of this Agreement does not affect any active Service Order and the Parties shall continue to perform under each such Service Order until its natural expiration or termination in accordance with this Agreement and the terms therein.

5.2 Termination for Cause. This Agreement or any individual Service Order, in whole or in part, may be terminated at any time by either Party: (i) upon written notice if the other Party breaches any material term of this Agreement and/or an Addendum, and such breach remains uncorrected for thirty (30) days following written notice; or (ii) immediately, if the other Party becomes the subject of any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other Party otherwise ceases or threatens to cease business.

5.3 Effect of Termination.

5.3.1 Upon termination of a Service Order for any reason, this Agreement and all other Service Orders will continue in full force and effect. Termination of this



Agreement, or any Service Order, in whole or in part, will not affect any rights or obligations accrued up to the date of termination. Client shall pay Clearpoint Business Group the Service Fees for all Services performed and expenses incurred by Clearpoint Business Group prior to the date of termination. Upon termination for any reason, Client shall also pay Clearpoint Business Group for any liquidated damages defined in the Service Order.

- 5.3.2** If Clearpoint Business Group terminates this Agreement, or any Service Order, for a material breach by Client, Client must immediately discontinue use of the affected Services and return or destroy all copies of Clearpoint Business Group Confidential Information in its possession or control, and within ten (10) days of Clearpoint Business Group's written request, certify such destruction in writing to Clearpoint Business Group. In the event that any such Confidential Information is in the possession or control of any Affiliate or other third party by and through Client's disclosure, whether permissible or impermissible, Client shall similarly certify that such Affiliate(s) and other third party(ies) have returned and destroyed all such Confidential Information within the timeframe referenced above.

6.0 INVOICING AND PAYMENT;

6.1 Invoicing. Clearpoint Business Group will invoice Client in accordance with the Service Order. Where Service(s) are purchased under a Solution Order, Clearpoint Business Group may invoice all elements of that Solution Order on a single, consolidated invoice, with each element invoiced in accordance with the billing trigger applicable to that element (for example, subscription commencement, milestone achievement, shipment, or acceptance) as set forth in the Solution Order. All Service Fees and expenses are quoted and payable in United States Dollars (USD) unless otherwise specified in the Service Order. If a delay of fifteen (15) business days or more occurs in the achievement of an invoicing milestone due to the acts or omissions of Client, Clearpoint Business Group may issue a progress invoice covering Services delivered and associated expenses up to the date of the invoice. Unless otherwise permitted herein or in a Service Order, payment obligations are non-cancellable, and Service Fees paid are non-refundable. All travel expenses will be in accordance with Clearpoint Business Group's Travel and Expense Policy.

6.2 Payment. Client will pay all undisputed amounts on each invoice within thirty (30) days following the date of invoice. If Client disputes any amounts invoiced, it must notify Clearpoint Business Group in writing within fifteen (15) days of the date of the invoice. The parties will negotiate in good faith to promptly resolve the dispute, following which all amounts due will become immediately payable. For any undisputed fees that are not paid when due, Clearpoint Business Group may charge interest at the lesser of 1.0 % per month or the highest rate permissible by law as well as invoice Client for all costs of collection, including, but not limited to, reasonable attorneys' fees, service fees, and court costs. Additionally, if Client fails to pay any undisputed invoice when due, Clearpoint Business Group reserves the right to suspend the Services following ten (10) days' written notice and continued failure or delay in payment.

6.3 Taxes. Invoiced fees exclude all sales, use, value-added, withholding or other taxes and all export and import fees, customs duties and similar charges attributable to any use by Client of the Services or Deliverables ("Taxes"), excluding Clearpoint Business Group's payroll and income taxes. Client is responsible for payment of all such Taxes and any related interest and penalties unless Client provides Clearpoint Business Group with a valid tax exemption certificate. If any amounts payable by Client are subject to withholding, the amount payable



will be increased by Client when Client remits payment such that the amount paid net of withholding equals the amount invoiced by Clearpoint Business Group.

7.0 INTELLECTUAL PROPERTY.

7.1 Client IP. All data, information, documentation, software, patents, text, graphics, photos, designs, trademarks, logos or other artwork and materials provided to Clearpoint Business Group by Client under this Agreement ("Client IP") are and shall remain the sole and exclusive property of Client or its third party licensors, and Client shall obtain, and by disclosing the same represents and warrants that it has obtained, any relevant consents and licenses necessary for Clearpoint Business Group to use Client IP as set out in this Agreement and any Service Order. Client hereby grants to Clearpoint Business Group, during the Term, a non-exclusive, fully paid, worldwide, limited license to use and permit Clearpoint Business Group's subcontractors to use the Client IP, solely for the purposes of providing the Services and Deliverables under this Agreement and any Service Order. This license includes express permission to use Client's trademarks and logos for the purpose of providing the Services and Deliverables. Within ten (10) business days of termination of this Agreement for any reason, Clearpoint Business Group will destroy or return any Client IP in Clearpoint Business Group's possession to Client (subject to retaining copies of any information required for its internal recordkeeping requirements and/or resolution of any disputes under this Agreement).

7.2 Clearpoint Business Group IP. All intellectual property: (a) of Clearpoint Business Group existing prior to the Services, (b) used in the Services (except Client IP), (c) developed independently by Clearpoint Business Group, or (d) licensed to Clearpoint Business Group by third parties and used in the Services, and any enhancements or modifications to, or derivative works of, any intellectual property in categories (a)-(d), are the sole and exclusive property of Clearpoint Business Group ("Clearpoint Business Group IP"). Subject to any restrictions applicable to any Clearpoint Business Group IP or third-party materials embodied in the Deliverables, Clearpoint Business Group hereby grants to Client a perpetual, worldwide, non-exclusive, irrevocable (other than as set out below) right and license to use, copy, and modify the Deliverables solely for the purposes of Client's and its affiliated companies' internal business only. Clearpoint Business Group IP embedded in Deliverables may not be used separately from Client's use of the Deliverables and no Clearpoint Business Group IP may be used beyond the license rights granted above. Clearpoint Business Group may revoke such right and licence granted under this Section 7.2 for (i) non-payment by Client under this Agreement or the applicable Service Order, or (ii) Client's use other than in accordance with this Section 7.2.

7.3 Independent Development and Residuals. The Deliverables embody valuable Clearpoint Business Group intellectual property rights, which may include Clearpoint Business Group patents, copyrights, trade secrets, know-how and other proprietary rights. Client agrees to pay a license fee, if any, specified in the applicable Service Order for the applicable intellectual property rights granted in this Agreement or a Service Order. Each Party is otherwise free to use concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. Clearpoint Business Group is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided.

8.0 CONFIDENTIALITY; NON-SOLICITATION.

8.1 Confidentiality.



- 8.1.1** “**Confidential Information**” means, for purposes of the Agreement, the non-public information provided by a party (“**Discloser**”) to the other party (“**Recipient**”) related to the business opportunities between the parties, provided that such information is: (i) identified as confidential at the time of disclosure by the Discloser, (ii) if the initial disclosure is not in written or other tangible form, the Confidential Information will be so identified at the time of disclosure and reduced to written or other tangible form, appropriately marked and submitted by the Discloser to the Recipient as soon as reasonably practicable thereafter, but no later than thirty (30) days after disclosure, or (iii) any other information disclosed by the Discloser that if it would be apparent to a reasonable person, familiar with either the Discloser’s or the Recipient’s business or the industry in which it operates, that such information is of a confidential or proprietary nature. Confidential Information of Clearpoint Business Group shall include product architecture, product research and development plans, non-public financial data and roadmaps, whether marked as confidential or not. A Recipient may use the Confidential Information that it receives from the Discloser solely for the purpose of performing activities contemplated under the Agreement. For a period of five (5) years following the applicable date of disclosure of any Confidential Information, a Recipient will not disclose the Confidential Information to any third party. A Recipient will protect it by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination or publication as the Recipient uses to protect its own confidential information of a like nature. The Recipient may disclose the Confidential Information to its affiliates, agents and subcontractors with a need to know in order to fulfill the purpose of the Agreement, under a nondisclosure agreement at least as protective of the Discloser’s rights as this Agreement.
- 8.1.2** This Section imposes no obligation upon a Recipient with respect to Confidential Information which: (i) is or becomes public knowledge other than by breach of the Agreement; (ii) was in the Recipient’s possession before receipt from the Discloser and was not subject to a duty of confidentiality; (iii) is rightfully received by the Recipient without any duty of confidentiality; (iv) is disclosed generally to a third party by the Discloser without a duty of confidentiality on the third party; or (v) is independently developed by the Recipient without use of the Confidential Information.
- 8.1.3** The Recipient may disclose the Discloser’s Confidential Information as required by law or court order provided: (i) the Recipient promptly notifies the Discloser in writing of the requirement for disclosure, if legally permissible; and (ii) discloses only as much of the Confidential Information as is required.
- 8.1.4** Each party will retain all right, title and interest to such party’s Confidential Information. The parties acknowledge that a violation of the Recipient’s obligations with respect to Confidential Information may cause irreparable harm to the Discloser for which a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, Discloser will be entitled to seek an injunction or other equitable remedies in all legal proceedings in the event of any threatened or actual violation of any or all of the provisions. Subject to the terms of the Agreement: (i) Discloser may request the return of Confidential Information; (ii) or upon termination or completion of the Agreement or any Service(s), Recipient will either return (if technically feasible to do so) or destroy the Confidential Information and upon request of Discloser, will certify such destruction. Notwithstanding the foregoing and provided that such information is protected in accordance with the terms of the Agreement, the Recipient may



continue to maintain copies of Confidential Information: (a) that is included in its data backup, which will be destroyed in accordance with the Recipient's data retention policies; or (b) as required to comply with applicable law, which will be destroyed when such obligation is met.

8.2 Non-Solicitation.

- 8.2.1** Client agrees that during the Term of this Agreement, Client will not: (a) solicit, entice, or induce any employee, contractor, or agent of Clearpoint Business Group to refrain from rendering services to Clearpoint Business Group or become employed by or enter into contractual relations with Client, Affiliates, or any related third parties; or (b) interfere with, disrupt, or attempt to disrupt the relationship, contractual or otherwise, between Clearpoint Business Group and any client, customer, patient, supplier, lessor, lessee, or employee of Clearpoint Business Group.
- 8.2.2** Client agrees that for a term of one (1) year following the termination of this Agreement or the expiration of the Term for any reason, whether such is voluntary or involuntary, or with or without cause, Client shall not, directly or indirectly, whether individually or in concert of action with any other person or entity: (a) solicit, entice, or induce, or attempt to solicit, entice, or induce, any employee or contractor of Clearpoint Business Group, who was employed or contracted with Clearpoint Business Group during the twelve (12) months immediately preceding the termination of this Agreement or expiration of the Term, to refrain from rendering services to Clearpoint Business Group or become employed by or enter into contractual relations with Client, Affiliates, or any related third parties; or (b) otherwise interfere with, disrupt, or attempt to disrupt the relationship, contractual or otherwise, between Clearpoint Business Group, and any person or business who was a client, customer, patient, supplier, lessor, lessee, or employee of Clearpoint Business Group during the Term(s) of this Agreement.
- 8.2.3** Client confirms that the time and other limitations listed above are reasonable and properly required for the adequate protection of Clearpoint Business Group and that Clearpoint Business Group's relationships with its customers, clients, and other parties related to or involved with its business are valuable assets that belong to Clearpoint Business Group. Client further acknowledges and agrees that the restrictions are supported by adequate and valuable consideration, the receipt of which is acknowledged by Client, and that these restrictions should be construed as being ancillary to this Agreement. Client acknowledges and agrees that if any portion of the restrictions set forth in this Section should, for any reason whatsoever, be declared invalid by a court of competent jurisdiction, the validity and enforceability of the remainder of such restrictions shall not be adversely affected, but rather such court shall reform the provision deemed invalid so that it shall be as near to the terms of this Agreement as possible and still remain enforceable under applicable law.
- 8.2.4** Client understands and acknowledges that the breach or threatened breach of any promise or covenant under this Section will result in irreparable harm to Clearpoint Business Group. Client further understands and agrees that, in addition to its remedies at law, Clearpoint Business Group may seek and obtain preliminary and permanent injunctive relief restraining the breach or threatened breach of such provisions, without needing to post any bond therefore, as well as damages, reasonable attorney's fees, and costs of suit. The existence of any



claim or cause of action by Client against Clearpoint Business Group shall not constitute a defense to the enforcement by the Company of the covenants contained in this Section.

9.0 DATA PROTECTION AND SECURITY.

9.1 Roles of the Parties; Compliance with Data Protection Laws.

- 9.1.1** Each party will comply with the requirements of the Data Protection Laws as applicable to such party with respect to the processing of the Client Personal Data.
- 9.1.2** Client warrants to Clearpoint Business Group that Client has and will maintain during the Term all necessary rights (including lawful legal basis (as applicable)) and Permissions to provide the Client Personal Data to Clearpoint Business Group for the processing to be performed in relation to the Service(s), and that Client has provided all necessary notices, as required under the relevant Data Protection Laws in relation to the processing of the Client Personal Data. If Clearpoint Business Group is acting as a subcontractor to Client, Client warrants to Clearpoint Business Group that Client's instructions with respect to the Client Personal Data have been authorized by the applicable data owner/controller, including the appointment of Clearpoint Business Group as another processor.
- 9.1.3** Clearpoint Business Group will process the Client Personal Data only in accordance with the terms of the Agreement, unless otherwise required by applicable law.
- 9.1.4** Clearpoint Business Group will process the Client Personal Data only in accordance with the terms of the Agreement, unless otherwise required by applicable law.
- 9.1.5** Clearpoint Business Group will process the Client Personal Data only in accordance with the terms of the Agreement, unless otherwise required by applicable law.
- 9.1.6** Clearpoint Business Group will process the Client Personal Data only in accordance with the terms of the Agreement, unless otherwise required by applicable law.

9.2 Disclosure and Use of Client Personal Data.

- 9.2.1** Clearpoint Business Group will process the Client Personal Data only in accordance with the terms of the Agreement, unless otherwise required by applicable law.
- 9.2.2** Following expiration or termination of the provision of Service(s) relating to the processing of Client Personal Data, or at Client's request, Clearpoint Business Group will (and will require that its Sub-processors) promptly and securely to delete (or return to Client) all Client Personal Data (including existing copies), unless otherwise required or permitted by applicable laws. Unless otherwise agreed, Clearpoint Business Group will comply with Client's deletion instruction as soon as reasonably practicable and within a maximum period of one hundred eighty (180) days.



9.2.3 All Clearpoint Business Group personnel, including subcontractors, authorized to process the Client Personal Data shall be subject to confidentiality obligations and/or subject to an appropriate statutory obligation of confidentiality.

9.2.4 The following shall apply to the extent that the CCPA and/or the CPRA is applicable. Clearpoint Business Group shall: (i) not sell or share any Client Personal Data (as defined by CCPA and CPRA); (ii) not retain, use or disclose any such Client Personal Data for any purpose other than business purposes specified in accordance with the Agreement; or (iii) not retain, use or disclose such Client Personal Data outside the direct business relationship between Clearpoint Business Group and Client, as set forth in the Agreement, unless otherwise required by law; (iv) not process outside the specified business purpose; (v) provide the same level of privacy protection required by the applicable obligations under CPRA for Client Personal Data received by Clearpoint Business Group; (v) not combine personal information of opted out customers from the Client with different sources or with data collected from its own interaction with consumer; (vii) notify the business if it can no longer meet its obligations under CPRA and will work with the business to take appropriate steps with regard to the Client Personal Data.

9.2.5 Client agrees that execution of the Agreement by Clearpoint Business Group shall be deemed to constitute any certification that is required under applicable Data Protection Laws to the restrictions on sale, retention, use, or disclosure of Client Personal Data.

9.3 Security of Client Data. Each party shall implement appropriate technical, physical and organizational security measures to safeguard Client Personal Data from unauthorized processing or accidental loss or damage, as further described in the applicable Service Description (the “**Client Data Safeguards**”). Taking into account the ongoing state of technological development, the costs of implementation and the nature, scope, context and purposes of the processing of the Client Personal Data, as well as the likelihood and severity of risk to individuals, Clearpoint Business Group’s implementation of and compliance with the Client Data Safeguards is designed to provide a level of security appropriate to the risk in respect of the processing of the Client Personal Data.

9.4 Documentation, Audits and Inspections. Clearpoint Business Group will make available to Client information that Client reasonably requests to demonstrate Clearpoint Business Group’s compliance with its obligations in this Section and will submit to Client’s reasonable audits and inspections in accordance with a mutually agreed process designed to avoid disruption of the Service(s) and protect the Confidential Information of Clearpoint Business Group and its other clients. As required by applicable law, Clearpoint Business Group shall inform Client if, in Clearpoint Business Group’s opinion, any of Client’s audit instructions infringes upon any applicable Data Protection Law. Client will be solely responsible for determining whether the Service(s) and the Client Data Safeguards will meet Client’s needs, including with respect to any Data Protection Laws.

9.5 Data Subject and Supervisory Authority Requests. As required by applicable law, and taking into account the nature of the Service(s) provided, Clearpoint Business Group shall provide assistance as reasonably requested:

9.5.1 with respect to Client’s obligations to respond to requests from Client’s data subjects as required under applicable Data Protection Laws. Clearpoint Business Group will not independently respond to such requests from Client’s data



subjects, but will refer such data subjects to Client, except where required by applicable Data Protection Laws; and

- 9.5.2** if Client needs to provide information (including details of the Service(s)) to a competent supervisory authority, to the extent that such information is solely in the possession of Clearpoint Business Group or its Sub-processors.

9.6 Data Protection Impact Assessments. As required by applicable law and considering the nature of the Service(s) provided and the information available to Clearpoint Business Group, Clearpoint Business Group shall provide Client with assistance as reasonably requested with respect to Client's obligations to conduct privacy / data protection impact assessments with respect to the processing of Client Personal Data as required under applicable Data Protection Laws.

9.7 Sub-processors.

- 9.7.1** Client generally authorizes the engagement of Clearpoint Business Group's Affiliates as Sub-processors and specifically authorizes the engagement of third parties as Sub-processors, including Clearpoint Business Group's third party cloud provider(s) as set forth in the applicable Service Description. Clearpoint Business Group shall remain fully liable for the performance of the Sub-processors in accordance with the terms of the Agreement and shall contractually require (including via standard contractual clauses, sub-processing agreements or, with respect to Affiliates, intra-company agreements) any such Sub-processors to comply with data protection obligations that are at least as restrictive as those Clearpoint Business Group is required to comply with under the Agreement. In the event Clearpoint Business Group makes any changes or additions to the list of Sub-processors, Clearpoint Business Group shall provide notice of any changes or additions as set forth in the applicable Service Description. Client may object to any changes or additions to the list of Sub-processors in writing within ten (10) business days following Clearpoint Business Group's notice of such changes or additions to the list of Sub-processors. In the event of such objection by Client, Clearpoint Business Group will work in good faith with Client to address Client's concerns and if feasible for Clearpoint Business Group, Clearpoint Business Group shall make further adjustments at Client's sole cost and expense. If Client's objection is based on the proposed Sub processor's inability to comply with agreed data protection obligations, Client may, as a sole and exclusive remedy, object to such change by terminating the applicable Subscription upon written notice to Clearpoint Business Group, provided that Client provides such notice within ninety (90) days of receiving Clearpoint Business Group's notice of such change or addition.

- 9.7.2** Client generally authorizes the engagement of Clearpoint Business Group's Affiliates as Sub-processors and specifically authorizes the engagement of third parties as Sub-processors, including Clearpoint Business Group's third party cloud provider(s) as set forth in the applicable Service Description. Clearpoint Business Group shall remain fully liable for the performance of the Sub-processors in accordance with the terms of the Agreement and shall contractually require (including via standard contractual clauses, sub-processing agreements or, with respect to Affiliates, intra-company agreements) any such Sub-processors to comply with data protection obligations that are at least as restrictive as those Clearpoint Business Group is required to comply with under the Agreement. In the event Clearpoint Business Group makes any changes or additions to the list of Sub-processors, Clearpoint Business Group shall provide



notice of any changes or additions as set forth in the applicable Service Description. Client may object to any changes or additions to the list of Sub-processors in writing within ten (10) business days following Clearpoint Business Group's notice of such changes or additions to the list of Sub-processors. In the event of such objection by Client, Clearpoint Business Group will work in good faith with Client to address Client's concerns and if feasible for Clearpoint Business Group, Clearpoint Business Group shall make further adjustments at Client's sole cost and expense. If Client's objection is based on the proposed Sub processor's inability to comply with agreed data protection obligations, Client may, as a sole and exclusive remedy, object to such change by terminating the applicable Subscription upon written notice to Clearpoint Business Group, provided that Client provides such notice within ninety (90) days of receiving Clearpoint Business Group's notice of such change or addition.

9.8 Cross-Border Transfers of Client Personal Data.

- 9.8.1** Client hereby acknowledges and agrees that, for the purposes of performing the Service(s), Client Personal Data may be transferred outside the country where Client Personal Data originates from and that the destination countries might not provide an adequate level of protection for personal data as required by the applicable Data Protection Laws ("Third Countries").
- 9.8.2** To protect Client Personal Data being transferred to Third Countries in connection with the provision of the Service(s), where required by applicable Data Protection Laws, Client shall execute or, as applicable, procure that the relevant Client Affiliates execute a data transfer agreement (including but not limited to any Standard Contractual Clauses for the transfers of personal data to processors approved by competent regulatory authorities) with the relevant Clearpoint Business Group or third-party entity(ies), acting as data importer(s), to ensure that the Client Personal Data is adequately protected, unless a data transfer agreement is indicated as already executed by Clearpoint Business Group in the Service Description. The transfer of Client Personal Data to Third Countries contemplated by the Service(s) and the applicable transfer mechanisms are, where applicable specified in the relevant Service Description.
- 9.8.3** In the event that the transfer mechanisms agreed by the parties are amended, replaced, or cease to be authorized as a means to provide "adequate protection" with respect to transfers of Client Personal Data, the parties will work together expeditiously and in good faith to establish another valid transfer mechanism and/or implement supplementary measures as needed to establish appropriate safeguards for such data.

9.9 Information Security Incidents. Clearpoint Business Group shall maintain procedures to detect and respond to Information Security Incidents. If an Information Security Incident occurs which may reasonably compromise the security or privacy of Client Personal Data, Clearpoint Business Group will promptly notify Client without undue delay. Clearpoint Business Group will cooperate with Client in investigating the Information Security Incident and, taking into account the nature of the Service(s) provided and the information available to Clearpoint Business Group, provide assistance to Client as reasonably requested with respect to Client's breach notification obligations under any applicable Data Protection Laws.

9.10 Changes in Laws. In the event of: (i) any newly enacted Data Protection Law; (ii) any change to an existing Data Protection Law (including generally-accepted interpretations thereof); (iii) any interpretation of a new or existing Data Protection Law by Client; or (iv) any material new



or emerging cybersecurity threat, which individually or collectively requires a change in the manner by which Clearpoint Business Group is delivering the Service(s) to Client, the parties shall agree upon how Clearpoint Business Group's delivery of the Service(s) will be impacted and shall make equitable adjustments to the terms of the Agreement and the Service(s).

10.0 LIMITATION OF LIABILITY.

- 10.1** Nothing in the Agreement shall exclude or limit: (i) Clearpoint Business Group's liability for death or personal bodily injury to the extent caused by its gross negligence; (ii) Clearpoint Business Group's indemnification obligations outlined in these Terms and Conditions; or (iii) any other liability which cannot be excluded by law.
- 10.2** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL CLEARPOINT BUSINESS GROUP OR ITS LICENSORS BE LIABLE TO CLIENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STATUTE OR OTHERWISE, FOR: (I) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, DIMINUTION IN STOCK PRICE OR REPUTATIONAL HARM, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, ANTICIPATED SAVINGS, WASTED MANAGEMENT AND STAFF TIME; WHETHER (IN ANY SUCH CASE) ARISING DIRECTLY OR INDIRECTLY OUT OF THE AGREEMENT OR USE OF THE SERVICE(S), AND WHETHER OR NOT CLEARPOINT BUSINESS GROUP OR ITS LICENSORS HAVE BEEN ADVISED SUCH DAMAGES OR LOSSES MIGHT OCCUR; OR (II) ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES.
- 10.3** SUBJECT TO SECTIONS 10.1 AND 10.2, TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLEARPOINT BUSINESS GROUP AND ITS LICENSOR'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THE AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY, IS LIMITED TO THE GREATER OF THE FEES ACTUALLY PAID OR PAYABLE FOR THE SERVICE(S) GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS BEFORE THE CAUSE OF ACTION AROSE.

11.0 GENERAL.

- 11.1** Clearpoint Business Group is an independent contractor and shall not be deemed Client's employee or agent.
- 11.2** Clearpoint Business Group has the right to subcontract the performance of the Service(s) to its Affiliates or third parties, provided that Clearpoint Business Group remains responsible for the contractual obligations according to the Agreement.
- 11.3** All notices, except for cancellation of Service(s), will be in writing and addressed to the receiving party's current business contact, as stated in the Service Order, with a cc: to the General Counsel/Legal Department of the receiving party or as updated by either party in writing. Notices shall be effective upon receipt and shall be deemed received as follows: (i) if personally delivered by courier, when delivered; or (ii) if mailed by first class mail, or the local equivalent, on the fifth business day after posting with the proper address; or (iii) if delivered by overnight mail, on the first business day after delivery at proper address.
- 11.4** Client may not assign the rights granted under the Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Clearpoint Business Group's prior written consent. Such consent will not be unreasonably withheld or delayed.



- 11.5** Neither party will be liable for any delays or failures to perform due to causes beyond that party's reasonable control (including a force majeure event). Without limiting the foregoing, to the extent Client fails to perform any of its responsibilities described in the Agreement, Clearpoint Business Group shall be excused from failure to perform any affected obligations under the Agreement and, in the event of delay, be entitled to a reasonable extension of time considering the particular circumstances, and a reasonable reimbursement of cost. Each party will notify the other as promptly as practicable after becoming aware of the occurrence of any such condition.
- 11.6** The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania and the United States. The parties will make good faith efforts to resolve within thirty (30) days any dispute in connection with the Agreement by escalating it to higher levels of management, provided that either Party may file to commence litigation or other proceedings necessary to preserve any and all statutes of limitations while making efforts to resolve the dispute(s). In the event that Client fails to pay, when due, an amount equal or greater to two months' average Fees under any Service Order, then Clearpoint Business Group will be permitted to suspend performance until such time as the matter in dispute is resolved. Any dispute relating to the Agreement must be filed in state or federal courts located in Centre County or the Middle District of Pennsylvania. In the event that Clearpoint Business Group commences any action to enforce this Agreement, or for any other claim arising out of this Agreement, and prevails in such action, Clearpoint Business Group shall be entitled to an award of fees and costs in connection with such action, including but not limited to, reasonable attorney's fees and costs of suit incurred.
- 11.7** If any provision of the Agreement is found partly or wholly illegal or unenforceable, such provision will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions will remain in full force and effect. A waiver of any breach or default under the Agreement will not constitute a waiver of any other right for subsequent breach or default. No person other than a party to the Agreement will be entitled to enforce any term of it except as expressly provided in the Agreement.
- 11.8** Each party will retain responsibility for compliance with all laws and regulations applicable to their respective businesses. Each party will comply with U.S. export control and sanctions laws with respect to the export or re-export of United States origin goods, software and technical data, or the direct product of the same, which includes abiding by all such regulations in respect of all information supplied by or on behalf of the other party. Prior to providing Clearpoint Business Group any goods, software or technical data subject to export controls, Client will provide written notice specifying the nature of the controls and any relevant export control classification numbers.
- 11.9** The terms of the Agreement are the complete and exclusive agreement between the parties with respect to the subject matter of the Agreement, and supersedes any previous or contemporaneous agreement, proposal, commitment, representation, or other communication whether oral or written between the parties regarding such subject matter. Neither party shall rely on any precontractual statements or representations not included in the Agreement. The Agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by Client, even if signed and returned. If the Agreement is translated in any language other than the English language, and in the event of a conflict between the English language version and the translated version, the English language version shall prevail in all respects.