Dude Solutions™

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement (this "Agreement") shall govern Subscriber's (as defined below) access and use of the Services (as defined below) provided by Dude Solutions ("DSI"). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICES, SUBSCRIBERAGREES TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF THE INDIVIDUAL ENTERING INTO THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, THE INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS "ACCOUNT" OR "SUBSCRIBER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, THE INDIVIDUAL MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 "Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Service.

1.2 "Account" means Subscriber's specific account where Subscriber subscribes to access and use Service(s).

1.3 "Account User" means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.

1.4 "Affiliate" means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to "control" another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

1.5 "Subscription Fee" means the fee invoiced to Subscriber by DSI prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if applicable the API.

1.6 "API" means DSI's proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI's sole discretion.

1.7 "Beta Service" means DSI Service or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

1.8 "Business Hours" means the applicable business hours as defined on the Order Form.

1.9 "Confidential Information" means any non-public information and/or materials maintained in confidence and disclosed in any form or medium by a party under this Agreement (the "Disclosing Party") to the other party (the "Receiving Party"), that is confidential or proprietary or as otherwise defined as Confidential Information, trade secrets, and proprietary business information as provided under applicable state law and exempted from disclosure by the applicable statute. Confidential Information may include without limitation: information about clients, services, products, software, data, technologies, formulas, processes, know-how, plans, operations, research, personnel, suppliers, finances, marketing, strategies, opportunities and all other aspects of business operations and any copies or derivatives thereof. Confidential Information includes information belonging to a third party that may

be disclosed only under obligations of confidentiality. Notwithstanding the foregoing, Confidential Information shall not include information that Receiving Party can demonstrate: (a) is or becomes generally known to the public without breach of any obligation by Receiving Party; (b) is received from a third party without breach of any obligation owed to Disclosing Party; or (c) is or has been independently developed by Receiving Party without the benefit of Confidential Information.

    1.10   "Content" means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

    1.11 RESERVED.

    1.12 "Documentation" means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

    1.13 "Dude Solutions" or "DSI" means Dude Solutions, Inc., Dude Solutions Canada, Inc., Assetic Australia Pty Ltd and Confirm Solutions Limited together with their affiliates, successors and assigns.

    1.14 "DSI Data" means all data, information and other content provided by or on behalf of DSI to any of the DSI Services.

    1.15 "Implementation, Training and Support Program" or "ITSP" means DSI's comprehensive implementation, training and support program provided to DSI's Subscribers with respect to the Service.

    1.16 "Intellectual Property Rights" means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

    1.17 "Order Form" means DSI's ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. By entering into an Order Form, Affiliate(s) agree to be bound by the terms of this Agreement as if an original party.

    1.18 "Privacy Policy" means the DSI privacy policy, as amended from time-to-time, which can be viewed at www.dudesolutions.com/privacy.

    1.19 "Professional Service" means the professional, technical, consulting and/or other services to be performed by DSI that are ordered by Subscriber on an Order Form or provided without charge (if applicable).

    1.20   "Service" means DSI's suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components. For avoidance of doubt, Service applies only to Subscriber's production instances and shall exclude all beta and early adopter programs, user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

    1.21 "Subscriber" means the legal entity identified on the Account.

    1.22 "Subscriber Data" means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

    1.23 "Subscriber-Hosted Software" means DSI's suite of Software-as-a-Service (SaaS) software applications, as updated, enhanced or otherwise modified from time-to-time that are: (i) ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components, and (ii) granted a non-exclusive and non-transferable license (with no right to sublicense) to install and use software for the Term.

    1.24 "Third Party" means a party other than Subscriber or DSI.

Section 2.0 Use of the Service and API; Proprietary Rights

2.1 DSI Cloud Service; Subscriber-Hosted Software.

(a) *DSI Cloud Service.* Unless otherwise specified on an applicable Order Form, DSI Service shall be provided as DSI-hosted, cloud Service. DSI grants Subscriber a non-exclusive and non-transferable right to access and use the Service for the Term.

(b) *Subscriber-Hosted Software.* Where an applicable Order Form sets forth Subscriber-Hosted Software, subject to the provisions of this Agreement, DSI grants Subscriber a non-exclusive and non-transferable license (with no right to sublicense) to install and use the software for the Term. In respect of such Subscriber-Hosted Software:

    (i) Subscriber is responsible for installing and implementing the Subscriber-Hosted Software and any updates, enhancements or modifications, except for any Professional Services set forth on an applicable Order Form (i.e. implementation).

    (ii) Subscriber may create copies of the Subscriber-Hosted Software to the extent strictly necessary to install and operate the Subscriber-Hosted Software for use in accordance with this Agreement, and to create backup and archival copies to the extent reasonably required in the normal operation of Subscriber systems. All such copies must include a reproduction of all copyright, trademarks or other proprietary notices contained in the original copy of the Subscriber-Hosted Software.

    (iii) Subscriber is responsible for providing the Environment and ensuring the Environment functions properly, and for implementing appropriate data backup and security measures. "Environment" means the systems, networks, servers, equipment, hardware, software and other material specified in Documentation or an Order Form on which, or in connection with which, the Subscriber –Hosted Service will be used.

2.2 Use of the Service and API.

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.2 and payment of the Subscription Fees required hereunder), (i) DSI shall permit Subscriber's Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP ("Implementation, Training and Support Program"), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.2 and payment of the Subscription Fees required hereunder), DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber's internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber ("Subscriber Applications"). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology. DSI sets and enforces limits on Subscriber use of DSI API (e.g. limiting the number of API requests that may be made or the number of Subscriber uses). Subscriber agrees to, and will not circumvent, DSI's usage guidelines and volume limits as described in DSI's technical documentation or

other documentation otherwise made available to Subscriber. Any usage beyond the guidelines and volume limits must obtain DSI's prior express consent from DSI.

(c)   *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber's Account and usage of the Service and API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User's Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d)   *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.2(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.2(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users.

(e)   *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or API to provide any service bureau services or any services on a similar basis; (iv) use the Service or API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or API; (ix) interfere with or disrupt the integrity or performance of the Service, API or the data contained therein; (x) access or use the Service or API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or API or monitor the availability and/or functionality of the Service or API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, API or any DSI data received via API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service. Notwithstanding the foregoing restrictions, in the event Subscriber has purchased a Subscription for

Commercial Use (as such term is defined below), Subscriber shall be permitted to use the Service to provide Third Party services in cases where such Third Parties access the Subscriber provided applications or services, but where such Third Parties do not have the ability to install, configure, manage or have direct access to the Services. DSI hereby agrees, subject to payment of the applicable fees, to permit such use and the terms of this Agreement, including references to "internal use" and/or "internal business operations" shall be deemed to include and permit such use (hereafter referred to as "Commercial Use").

(f)   *Additional Service Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall use reasonable efforts to provide thirty (30) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall not be able to access the Service or API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

(g)   *API Modifications.* DSI may modify, amend, change, or deprecate all or part of the API from time-to-time (an "API Modification"). DSI shall use reasonable efforts to provide thirty (30) day notice to Subscriber of any such API Modifications. Any changes to new API functions or changes made for legal reasons will be effective immediately. If Subscriber does not agree to the modification, Subscriber may discontinue use of that API. Subscriber's continued use of the API constitutes acceptance of the modifications.

(h)   *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber's rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber's access and use of such linked Third Party websites, applications and services.

(i)   *Beta Service.* From time to time, DSI may make Beta Service available to Subscribers at no charge. Subscriber may choose to try such Beta Service or not in its sole discretion. Use of Beta Service is at Subscriber's sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Service at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Service availability at any time in its sole discretion without notice. NOTWITHSTANDING THE REPRESENTATIONS, WARRANTIES AND DISCLAIMERS IN SECTION 7, BETA SERVICE AND DOCUMENTATION, ARE PROVIDED ON AN "AS-IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. DSI EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICE UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI'S LIABILITY WITH RESPECT TO THE BETA SERVICE PROVIDED SHALL NOT EXCEED $500.00.

2.3   Proprietary Rights.

(a)   Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, "Derivative Works"), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

(b)   DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to (i) use and incorporate Subscriber's feedback, including but not limited to suggestions, enhancement requests, recommendations and corrections (the "Feedback") relating to the Service and (ii) use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the "De-Identified Data") in order to improve the Service and DSI's performance hereunder, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to natural persons.

(c)   Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a "Third-Party Tool") under a license granted to DSI by one or more applicable Third Parties (each, a "Third-Party Licensor"), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber's internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

Section 3.0   DSI Responsibilities

3.1   Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") as set forth in an applicable Order Form.

3.2   Professional Services. DSI shall provide Professional Services that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement and, if applicable, DSI's Professional Services Agreement. Each statement of work shall be effective, incorporated into and form a part of this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) if applicable, sets forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

3.3   Service Levels.

(a)   DSI shall use commercially reasonable efforts to make the Service available 99.9% of the time for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account

User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall use reasonable efforts to provide eight (8) hours prior electronic notice of Service maintenance events and schedule such Service maintenance events outside the applicable Business Hours.

(b)   DSI shall use reasonable efforts to ensure the availability of API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to API.

3.4   Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. All data and information provided by Subscriber through its use of the Service is subject to DSI's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such privacy policy. At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and shall delete or destroy what remains in its possession or control unless prohibited by law.

(a)   If applicable in the United States, if Subscriber is a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (as amended from time to time, "HIPAA"), and if Subscriber must reasonably provide protected health information as defined by HIPAA in order to use the Services, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI).

(b)   If applicable in the United Kingdom, Switzerland or European Economic Area (EEA), both parties will comply with the applicable requirements of Data Protection Legislation. "Data Protection Legislation" means (i) the United Kingdom's Data Protection Act 2018, and (ii) the General Data Protection Regulation ("GDPR") and any national implementing laws, regulations or secondary legislation. DSI and Subscriber agree that DSI will not be processing any personal data on behalf of the Subscriber as "Data Controller" (defined in accordance with the Data Protection Legislation). DSI will collect, use, disclose, transfer and store personal information when needed to administer this Agreement and for its operational and business purposes, in accordance with Data Protection Legislation. To the extent personal data from the UK, Switzerland or the EEA are processed by DSI, the terms of a data processing addendum ("DPA") must be signed by the parties. To the extent DSI processes personal data, its binding corporate rules and the standard contract clauses shall apply, as set forth in the DPA. For standard contract clauses, Subscriber and DSI agree that Subscriber is the data exporter and Subscriber's acceptance of this Agreement or applicable Order Form shall be treated as its execution of the standard contract clauses.

Section 4.0   Third Party Interactions

4.1   Relationship to Third Parties. In connection with Subscriber's use of the Service, at Subscriber's discretion, Subscriber may: (i) participate in Third Party promotions through the Service; (ii) purchase Third Party goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, API and a Third Party provider; (iv) receive additional functionality within the user interface of the Service through use of the API; and/or (v) receive content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such Third Party activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such Third Party correspondence, purchase, promotion, data exchange, integration or interaction. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service.

4.2   Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

Section 5.0   Fees and Payment.

5.1   Fees. Subscriber shall pay to DSI all fees specified in Order Forms. All Subscription Fees are non-refundable and non-cancelable, and the Subscription Fee for such Service subscription shall be invoiced upon commencement of the Initial Term of a Service subscription. Thereafter, DSI shall make reasonable efforts to invoice Subscriber for each applicable Subscription Fee sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of termination in accordance with Section 6.1, Subscriber agrees to pay all fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI promptly of any changes to such information.

5.2   Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI is hereby authorized to charge any applicable Subscription Fee using such Automatic Payment Method.

5.3   Overdue Charges. If any invoiced amount is not received by DSI by the due date, without limiting DSI's rights or remedies, those overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount permitted by law, whichever is lower. DSI reserves the right to condition an overdue Account's future subscription renewals and Order Forms on shorter payment terms than those stated herein.

5.4   Renewal Charges. DSI maintains the right to increase Subscription Fees and other applicable fees and charges in connection with each Renewal Term.

5.5   Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.5, DSI shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any

Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

5.6   Purchases through Resellers. In the event Subscriber purchases the Services (including any renewals thereof) through an authorized reseller of DSI, the terms and conditions of this Agreement shall apply and supersede any other agreement except for any terms and conditions related to fees, payment or Taxes. Such terms and conditions shall be negotiated solely by and between Subscriber and such authorized reseller. In the event Subscriber ceases to pay the reseller, or terminates its agreement with the reseller, DSI shall have the right to terminate Subscriber's access to the Service at any time upon thirty (30) days' prior written notice to Subscriber unless Subscriber and DSI have agreed otherwise in writing.

Section 6.0   Term and Termination

6.1   Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or has been terminated (the "Term"). The initial term of the Service subscription shall be set forth on the Order Form (the "Initial Term"). Thereafter, except as stated on an applicable Order Form, the Service subscription may renew for additional periods equal to the expiring subscription term or one year, whichever is longer (each, a "Renewal Term") by either Subscriber's written notice of its intent to renew or terminate the Service subscription not less than forty-five (45) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription or the Subscriber's payment of any applicable invoice for a Renewal Term. In no event, will the Term of this Agreement or a Renewal Term of the Service subscription hereunder exceed five (5) years.

6.2   Termination. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if (i) the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party or (ii) Subscriber becomes the subject of a petition in bankruptcy or other similar proceeding; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. If the Agreement is terminated by Subscriber in accordance with this Section 6.2, DSI will refund any prepaid Subscription Fees covering the remainder of the Term of all Order Forms after the effective date of termination. If the Agreement is terminated by DSI in accordance with this Section 6.2, Subscriber will pay any unpaid fees covering the remainder of the term on all Order Forms to the extent permitted by applicable law. In no event will termination relieve the Subscriber of its obligation to pay any fees payable to DSI for the period prior to the effective date of termination. Without limiting the foregoing, in the event such breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect to suspend Subscriber's access and use of the Service, API and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3   Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically and immediately cease, and (ii) subject to Section 3.4, DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.4   Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2, 3.4, 6.3, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Representations, Warranties and Disclaimers

7.1 <u>Representations</u>. Each party represents that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

7.2 <u>Warranties.</u>

(a) DSI represents and warrants that during the applicable subscription Term that Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty in Section 7.2(a), Subscriber's exclusive remedy and DSI's entire liability shall be as described in Section 6.2 (Termination).

(b) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty in Section 7.2(b), Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(c) SERVICE, CONTENT, DOCUMENTATION, STORED DATA AND BETA SERVICE ARE PROVIDED "AS-IS" AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY. EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT, DOCUMENTATION, STORED DATA OR BETA SERVICES. PARTIES SPECIFICALLY DISCLAIM ALL REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.3 <u>Indemnification.</u>

(a) *Indemnity by DSI*. DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "<u>Claim</u>") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any intellectual property rights, patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; <u>provided</u> that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim provided that if Subscriber is a named party, all defense on behalf of Subscriber shall be subject to approval of the Kitsap County Board of Commissioners; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Subscription Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

(b)   To the extent permitted by law, Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or API in breach of this Agreement, infringes upon any patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; unless applicable laws prohibit public entities from such indemnification and provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4   Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF SUBSCRIPTION FEES PAID BY SUBSCRIBER TO DSI PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL DSI HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF DSI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY.   NOTHING IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.

Section 8.0   Confidentiality

8.1   Protection of Confidential Information. The Receiving Party agrees that it shall: (i) use the Confidential Information solely for a purpose permitted by this Agreement, (ii) use the same degree of care as Receiving Party uses with its own Confidential Information, but no less than reasonable care, to protect Confidential Information and to prevent any unauthorized access, reproduction, disclosure, or use of any of Confidential Information; and(iii) restrict access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are prohibited from disclosing the information by a contractual, legal or fiduciary obligation no less restrictive than this Agreement. Receiving Party shall not use, reproduce, or directly or indirectly allow access to the Confidential Information except as herein provided or export Confidential Information to any country prohibited from obtaining such information under any applicable laws or regulations.

8.2   Compelled Disclosure. If Receiving Party is required to disclose any Confidential Information to comply with law, to the extent legally permitted, Receiving Party shall: (a) give the Disclosing Party reasonable prior written notice to permit Disclosing Party to challenge or limit any such legally required disclosure; (b) disclose only that portion of the Confidential Information as legally required to disclose; and (c) reasonably cooperate with Disclosing Party, at Disclosing Party's request and expense, to prevent or limit such disclosure.

8.3   Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not unlawfully disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

8.4   Remedies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any unauthorized use or disclosure of Disclosing Party's Confidential Information and agrees to reasonably cooperate with Disclosing Party in its efforts to mitigate any resulting harm. Receiving Party acknowledges that Disclosing Party would

have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0   Miscellaneous

9.1   Compliance with Laws. Each party will comply with all laws and applicable government rules and regulations insofar as they apply to such party in its performance of this Agreement's rights and obligations.

9.2   Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Service is subject to DSI's Privacy Policy. By using the Service, Subscriber accepts and agrees to be bound and abide by such Privacy Policy.

9.3   Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.4   Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.5   Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.6   Force Majeure. Subject to the limitations set forth below and except for fees due for Service rendered, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.7   Entity, Governing Law, Notices and Venue. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by business mail (upon written verification of receipt); or (d) except for notice of indemnification claims, via electronic mail to Subscriber at the e-mail address maintained on Subscriber's Account and to DSI at notice@dudesolutions.com. The DSI entity entering into this Agreement, the address to which notices shall be directed under this Agreement and the law that will apply in any

dispute or lawsuit arising out of or in connection with this Agreement shall depend upon where Subscriber is domiciled:

      (a)   In the United States and all other domiciles not otherwise mentioned, the DSI entity is Dude Solutions, Inc., a Delaware corporation, notices shall be addressed to 11000 Regency Parkway, Suite 400, Cary, NC 27518, Attn: General Counsel, governing law shall be Delaware and the courts with exclusive jurisdiction shall be Delaware without regard to the principles of conflicts of laws, unless otherwise required by applicable law where Subscriber is a public entity.

      (b)   In Canada, the DSI entity is Dude Solutions Canada, Inc., an Ontario corporation, notices shall be addressed to Bay Adelaide Centre, 333 Bay Street, Suite 2400, PO Box 20, Toronto, ON, M5H 2T6 Attn: Dude Solutions General Counsel, governing law shall be Ontario and the courts with exclusive jurisdiction shall be Toronto, Ontario, Canada without regard to the principles of conflicts of laws.

      (c)   In the United Kingdom or a country in Europe, the DSI entity is Confirm Solutions Limited, a limited company in England, notices shall be addressed to Central House Unit C Compass Centre North, Chatham Maritime, Chatham, England, ME4 4YG, Attn: General Counsel, governing law shall be England and the courts with exclusive jurisdiction shall be London, England without regard to the principles of conflicts of laws.

      (d)   In Australia, New Zealand, a country in Asia or the Pacific region, the DSI entity is Assetic Australia Pty Ltd, a proprietary limited company in Australia, notices shall be addressed to Level 9, 257 Collins Street, Melbourne, VIC 3000 Australia, Attn: General Counsel, governing law shall be Australia and the courts with exclusive jurisdiction shall be New South Wales, Australia without regard to the principles of conflicts of laws.

9.8   Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.9   No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.10   Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.11   Entire Agreement. This Agreement, including any applicable Order Form, is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void. In the event of any conflict or inconsistency between the documents, the order of precedence shall be (1) the applicable Order Form, (2) any schedule or addendum to this Agreement, and (3) the content of this Agreement.

9.12   Export Compliance. The Service, Professional Service, Content or other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service, Content or other DSI technology in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

9.13   Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement.

Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.14   Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.15   RESERVED.

9.16   **Non-appropriation**. Notwithstanding any provision herein to the contrary, the Subscriber is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the Subscriber's then-current fiscal year at the discretion of the Subscriber. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Non-appropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the Subscriber to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party.

[Remainder of page intentionally left blank; signature page to follow.}

IN WITNESS WHEREOF, the undersigned have executed this Agreement.
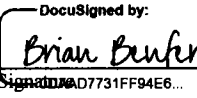
Kitsap County

_____
Signature

Robert Gelder
Print Name

Chair, Board of County Commissioners
Title

07.26.2021
Date Signed

Dude Solutions, Inc.

DocuSigned by:

Brian Benfer
Signature ─AD7731FF94E6...

Brian Benfer
Print Name

SVP, Sales
Title

7/21/2021 | 7:39:23 AM PDT
Date Signed

**Dude
Solutions**

PREPARED FOR

Kitsap County

PREPARED BY

Dude Solutions

11000 Regency Parkway, Suite 400

Cary, NC 27518

PUBLISHED ON

June 01, 2021

Dude Solutions

June 01, 2021
Kitsap County

Thank you for your continued support of our market leading solutions for improving efficiency in operations. We are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Dude Solutions, Inc. is dedicated to providing best in class solutions, including the following for Kitsap County.

Item	Investment
SmartGov Citizen Portal	$14,288.00
SG SMARTConnect GIS	$0.00
SG SMARTConnect Parcel	$0.00
SaaS Annual Subscription	$23,211.00
Annual Support and Maintenance	$4,750.00
Annual Renewal:	**$42,249.00 USD**

Service dates: 06/01/2021- 05/31/2022