CUSTOMER AGREEMENT

Version 26.1

This agreement ("Agreement") is entered into as of the Effective Date by and between Quick Technologies Inc. d/b/a SAGE ("SAGE"), having an office at 6275 West Plano Parkway, Suite 175, Plano, Texas 75093, and the customer ("Customer"), having an office at the address on the application.

1. **Definitions.**

a) "**Applications**" means computer software or applications provided to, accessible by, or downloaded by Customer in connection with the Licensed Services.

b) "**Authorized User**" means an individual who (i) is either an employee of Customer or a Customer Independent Contractor, and (ii) is expressly authorized by Customer to use the Licensed Services.

c) "**Customer Computing Device**" means a computer, mobile phone, tablet, or other device that has a computer processor capable of running or accessing the Licensed Services and is owned or leased by either Customer or an Authorized User.

d) "**Customer Independent Contractor**" means an individual who is a bona fide independent contractor of Customer either directly or through a business entity, and in either case, with respect to the general business field of Customer, is engaging in and conducting business solely for, through and on behalf of Customer.

e) "**Customer Information**" means all information, data, and materials supplied or made available to SAGE by Customer, directly or indirectly, or otherwise uploaded to, entered into, or posted onto the Licensed Services by Customer or Authorized Users in any form or manner.

f) "**Derivative Data**" means any presentation, quote, order form, e-commerce cart, virtual sample, catalog, email design, or similar business document that (i) is created by or for Customer through the Licensed Services in the ordinary course of Customer's business as a promotional products distributor or supplier; (ii) relates to a specific actual or prospective customer, order, sales opportunity, or project; (iii) is in a form customarily used in the promotional products industry for such purpose; and (iv) incorporates only such portions of the Licensed Data as are reasonably necessary for such purpose. Derivative Data does not include (a) any database, compilation, spreadsheet, data feed, export, or other collection of Licensed Data, regardless of any information added to or combined with it; (b) any Licensed Data downloaded, exported, copied, or extracted in bulk or by automated means; (c) any SAGE Cached Data or other copy of Licensed Data maintained as a source from which other materials may be created; or (d) any material created primarily for the purpose of retaining, extracting, or repackaging Licensed Data rather than for a bona fide transaction or sales opportunity. Customer shall bear the burden of demonstrating that any material qualifies as Derivative Data.

g) "**End User Catalogs**" means tangible, printed end user catalogs.

h) **"Licensed Data"** means all of the data and information contained within SAGE's databases and the SAGE Services, including without limitation supplier and product information, specials, product and catalog page images, customer information, marketing lists, ratings, transaction information, and various data provided by third parties.

i) "**Licensed Services**" means the SAGE Services that Customer orders and/or subscribes to as described in Section 2.

j) "**Proprietary Designs**" means all designs created by or for SAGE and incorporated into the SAGE Services, including without limitation layouts, images, text, and other design elements included within website themes, email templates, presentation templates, end user catalog designs, and the like.

k) **"Proprietary Information"** means (i) SAGE's confidential or proprietary business information; (ii) the SAGE Services; (iii) information retrieved by, found in, generated by, or created by or for any of the SAGE Services, including without limitation Licensed Data and Proprietary Designs (but excluding Customer Information, including Supplier Profile Data, in the form provided by Customer; provided that SAGE's compilations, databases, and other works incorporating Customer Information shall remain Proprietary Information); (iv) passwords and activation keys used to access the Licensed Services; (v) ideas, comments, feedback, and suggestions related to the SAGE Services or SAGE's business; and (vi) any and all derivative works of the foregoing.

l) **"SAGE Services"** means all products and services offered or distributed by SAGE.

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m) "**Supplier Profile Data**" means all data provided by a Customer, if Customer is a supplier, that is intended to be included in Customer's public supplier profile within the SAGE Services, including without limitation profile information, product information, catalogs, specials, resources, and specifications or other documents.

2. **Ordering.** Customer may order SAGE Services from time-to-time using an order form provided by SAGE, via phone with an authorized SAGE representative, or through the SAGE-hosted online site. Orders are not binding until accepted by SAGE. SAGE reserves the right to refuse to accept orders or renewals for any reason. SAGE reserves the right to adjust the prices of any Licensed Services at any time. Any such price adjustment shall apply to the Customer's next renewal period. Customers have the right to not renew by providing written or electronic notice of cancellation to SAGE prior to the applicable renewal start date. A subscription to a Licensed Service shall automatically renew for successive renewal periods equal in length to the initial subscription period if elected by Customer or if automatic renewal is specified as a requirement at the time of subscription. Customer must provide notice of non-renewal prior to the applicable renewal start date.

3. **Payment.** Customer shall pay to SAGE the fee(s) for the Licensed Services according to the payment terms provided to the Customer at the time of purchase. If not stated, fees are due with the order. If any fees are not paid by the due date, SAGE may (i) suspend providing any or all Licensed Services to Customer; (ii) charge Customer interest on the overdue balance at the rate of one and one-half percent (1.5%) per month (simple interest, rounded to the next highest whole month) or the maximum rate permitted by applicable law, whichever is lower; and/or (iii) charge Customer all costs, fees and other expenses incurred by SAGE (including without limitation collection agency and attorney costs and fees) in connection with collection efforts related to the unpaid amount. All fees are exclusive of applicable sales, excise, use or similar taxes. Customer shall pay all such taxes either directly or to SAGE, as required by applicable law or regulation. Customer authorizes SAGE to charge any credit card, bank account, or other payment method on file for all fees when due, including renewal fees, and Customer shall keep such payment information current. Any check returned for non-sufficient funds, or any chargeback, reversal, or dispute of a valid charge initiated by Customer without first contacting SAGE in good faith to resolve the matter, shall result in a charge of fifty dollars ($50) payable on demand to reimburse SAGE for time and expenses related thereto. Notwithstanding anything to the contrary herein, in no event shall SAGE charge or collect interest, late charges, or other amounts in excess of the maximum amount permitted by applicable law, and any such excess shall be applied to reduce the principal balance owed or, if the principal has been paid in full, refunded to Customer. Except as otherwise required by applicable law or expressly provided in this Agreement, all payments made and payment obligations incurred by Customer are nonrefundable and all sales are final. Any account credits issued by SAGE for any reason expire within twelve (12) months after issuance.

4. **Services License.** Subject to the terms and conditions of this Agreement, SAGE grants to Customer a personal, non-exclusive, non-transferable, non-sublicensable license to permit Authorized Users to (i) install and use the Applications on Customer Computing Devices solely for the Applications' intended purpose and subject to any specified license limitations; (ii) access and use the Licensed Services solely for the Licensed Services' intended purpose; and (iii) distribute solely to Customer's customers and prospective customers a limited amount of Licensed Data and other information that is, in each case, expressly intended for such purpose in accordance with customary business practice of a promotional products distributor, supplier, or association (as applicable).

5. **Derivative Data License**. Subject to the terms and conditions of this Agreement, SAGE grants to Customer a non-exclusive, non-transferable, non-sublicensable, royalty-free, perpetual license to retain, use, reproduce, and distribute Derivative Data (including any Licensed Data and Proprietary Designs incorporated therein as of its creation) solely in connection with the customer, order, sales opportunity, or project for which such Derivative Data was created and Customer's related business records. Customer shall not extract Licensed Data or Proprietary Designs from Derivative Data for use in any other material and shall not create new Derivative Data after the termination or expiration of the applicable Licensed Service. The license granted in this Section 5 shall survive the termination or expiration of this Agreement; provided, however, that such license shall automatically terminate upon any breach of this Agreement by Customer, whether such breach occurs before or after such termination or expiration, and upon any such termination Customer shall promptly destroy all Derivative Data in its possession or control. As between the parties, SAGE retains all right, title, and interest in and to the Licensed Data and Proprietary Designs incorporated in Derivative Data, and Customer retains its rights in the Customer Information incorporated therein.

6. **Authorized Users**. Customer may configure and allow Authorized Users to access Customer's account and the Licensed Services. For Licensed Services that are licensed on a per-user basis, Customer shall not permit Authorized Users to share user licenses or logins and Customer acknowledges that any such sharing shall be a material breach of this Agreement by Customer. Customer shall ensure that Authorized Users protect the confidentiality of their login IDs, passwords and other credentials. In the event that Customer or an Authorized User suspects or becomes aware of any unauthorized activity, Customer shall immediately deactivate or change the password on the appropriate Authorized User account(s). Customer shall be responsible for configuring permissions and privileges for Authorized Users. Customer represents and warrants that each Authorized User has the authority to utilize all features within all areas to which he or she has been given permission by the Customer. Customer also understands the main contact of the Customer account

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shall be considered an administrator with full access by default when the account is initially configured. Customer shall be responsible for any non-compliance by an Authorized User with the terms hereof or any applicable terms of service.

7. **Restrictions and Usage Limitations.** Notwithstanding any other provision herein, neither Customer nor any of its Authorized Users shall:

   a) except as expressly allowed by Sections 4 and 5, allow access to, disclose, transfer, sell, rent, sublicense, or distribute the Licensed Services or any Proprietary Information to any third party or use the Licensed Services in a service bureau manner or for the benefit of any third party;

   b) decompile, reverse engineer, reproduce, or modify the Licensed Services or any Applications, encourage or assist a third party to do so, or attempt to do so (provided that if the foregoing is required to be permitted pursuant to applicable law, Customer shall provide SAGE with advance written notice of its intent to perform such activity and shall only be permitted to engage in such activity to the extent required to be permitted by applicable law);

   c) use the Licensed Services in violation of any law or regulation, in connection with sending unsolicited email, text messaging, facsimiles or other messages, to perform any illegal, distasteful, dishonest, or fraudulent act, to infringe the intellectual property or privacy rights of any person or entity, or in any other manner likely to damage or injure a third party;

   d) reproduce the Licensed Data except as strictly necessary to use the Licensed Data as authorized hereunder;

   e) provide any benchmarking results resulting from use of the Licensed Services or Applications to any third party;

   f) use any automatic device, program, methodology, routine, or similar process to access, copy, or monitor a Licensed Service or Proprietary Information;

   g) probe, scan, attack, flood, or otherwise attempt to gain unauthorized access to, disrupt, or interfere with the normal operation of the Licensed Services;

   h) use the Licensed Services in order to develop, provide or assist a competitive or potentially competitive product or service;

   i) merge the Licensed Data (excluding Derivative Data) with or into any other data such that the Licensed Data cannot be identified and isolated;

   j) use the Licensed Data in any manner that could harm or damage SAGE or impair the value of the Licensed Data;

   k) use, reproduce, or distribute any Proprietary Designs in any way outside of the normal intended use of the SAGE Services; or

   l) use any Licensed Data (excluding Derivative Data), Proprietary Designs, or other Proprietary Information to train, fine-tune, ground, or otherwise develop or improve any artificial intelligence or machine learning model, or input or upload any of the foregoing into any artificial intelligence tool or service not provided by SAGE, except as expressly permitted in writing by SAGE.

   Except for the express licenses granted in Sections 4 and 5, SAGE does not grant any other license, whether express or implied, to the SAGE Services or any Proprietary Information.

8. **Product-Specific Provisions.** The following provisions are only applicable to Customer if the Licensed Services includes the specified SAGE Service. These provisions are in addition to all license rights and restrictions set forth above.

   a) **Website Services**.

      i) **Use of Designs.** All Proprietary Designs contained within any websites provided as part of the Licensed Services may not be used in any manner on any websites that are not hosted by SAGE.

      ii) **Responsibility for Configuration.** Customer shall be fully responsible for all results, repercussions or liability resulting from configuration of websites, regardless of whether or not the Customer engaged SAGE staff for assistance with configuration of such website. For example, and without limitation, Customer shall bear complete responsibility for failure to collect proper tax due to improperly setting up the tax configuration of the website.

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Customer should confirm that the website is configured properly before making the website live and accepting public traffic and orders.

b) **Email Hosting Services**.

i) **Compliance with Law**. Customer shall adhere to all applicable federal, state and local laws and regulations regarding the sending of email through SAGE servers.

ii) **Purging**. SAGE may automatically purge email in the "trash", "delete items", "spam", or similarly-named folders on a specified schedule. In addition, SAGE may delete email accounts, including all email data contained therein, if the account has not been accessed within the previous one (1) year. Customer is solely responsible for maintaining its own backup copies of any email and email data that it wishes to retain.

c) **Email Campaigns Service**.

i) **Distribution Lists**. Customer shall adhere to all applicable federal, state and local laws and regulations regarding the sending of email through the SAGE Email Campaigns Service. Without limiting the foregoing, Customer shall only send email campaigns to recipients who Customer has permission to include on such distribution. Customer shall not send additional email campaigns to any person who requests to be removed from such distributions unless Customer obtains specific permission from such person to be included again in future campaigns.

ii) **Use of Templates**. All emails created with Proprietary Designs using the SAGE Email Campaigns service may only be distributed through such service.

d) **Advertising Services.**

i) **Services**. In exchange for the applicable fees, SAGE will provide advertisement design services ("Design Services") and/or advertisement publication services ("Publication Services") as specified in the respective proposal, quote or order form. Advertisements may be provided by Customer ("Customer-Supplied Advertisements") or created by SAGE as part of the Design Services ("SAGE-Developed Advertisements"). Placement, location, position, and proximity to other advertisements shall be determined by SAGE in its discretion. Cancellations for Publication Services may be accepted by SAGE in its discretion prior to thirty (30) days before the ad sales deadline for the respective publication. Except for the foregoing, no cancellations are permitted. Customer agrees to honor any pricing included in the Advertisements through the "valid until" date for the respective publication as set forth on the proposal.

ii) **Customer Materials**. Customers advertising with SAGE shall provide SAGE with all necessary Customer-Supplied Advertisements, artwork, files, logos, graphics, text, designs, and other materials ("Customer Materials") on a timely basis, as requested by SAGE. SAGE will not be responsible for delays or missed publication dates resulting from Customer's delay in providing materials to SAGE and, in such cases, Customer shall continue to be responsible for the Fees. SAGE reserves the right, in its discretion, to either refuse or modify Customer Materials that are immoral, deceptive, misleading, obscene, distasteful, or may otherwise be harmful or damaging to SAGE, its customers, or the public. Customer Materials constitute Customer Information for all purposes of this Agreement, including without limitation Sections 10 and 17.

iii) **Proofs**. Prior to publication, SAGE will submit a proof of any SAGE-Developed Advertisements for Customer's approval. Promptly upon receipt of the proof, Customer shall provide SAGE with any requested corrections or changes. SAGE will make all reasonable corrections or changes and submit a new proof to Customer. Excessive change requests may incur additional fees. Once the proof is approved, Customer may no longer make changes to the advertisement. If Customer does not respond to SAGE's approval request in a timely manner, the advertisement will be automatically deemed accepted.

iv) **Ownership**. Except for the licenses set forth herein, Customer shall retain all right, title, and interest in and to the Customer Materials. Subject to Customer's ownership of the Customer Materials, SAGE shall own and retain ownership of all right, title, and interest in and to the SAGE-Developed Advertisements. Customer grants and agrees to grant to SAGE a fully paid up, royalty-free, non-exclusive, perpetual, worldwide license to use, display, disclose, reproduce, make derivative works of, and distribute the Customer Materials (i) in connection with advertisements located in SAGE's or its affiliates' products and services; (ii) as may be displayed in connection with SAGE's marketing, training, sales, and support efforts related to SAGE's products or services; and (iii) to identify Customer as a SAGE customer. Subject to the terms and conditions of this Agreement (including without limitation the payment of all fees), SAGE grants and agrees to grant to Customer a limited, non-exclusive, non-transferable license to reproduce and distribute the SAGE-Developed Advertisements in connection with Customer's normal marketing efforts.

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v) **Disclaimer**. In addition to the general disclaimers set forth elsewhere in this Agreement, SAGE specifically does not warrant that Customer will receive any particular response from the Design Services or Publication Services or that such services will be effective.

e) **SAGE Connect.**

i) **Proprietary Notices and Publicity.** Customer shall ensure that any person who can access or see the Licensed Data within Customer's application is notified that the product data is provided by SAGE along with a copyright notice "© [year] SAGE." This notification can be included on the screen or page on which the information is presented, or through a "terms of service" or similar agreement to which the user has agreed. Failure to notify users may, at SAGE's option, result in immediate cancellation of service among other available remedies to which SAGE may be entitled pursuant to this Agreement or applicable law. Customer may, at its option, also include the "Powered by SAGE" logo. The foregoing logo and notice do not have to be linked to any other site. However, Customer may link them to www.sageworld.com.

ii) **Caching and Storage**. Customer acknowledges that "real-time" access is the recommended solution for most applications. However, Customer may locally cache or store Licensed Data that is owned by SAGE ("SAGE Cached Data") during the term subject to the following terms and conditions (in addition to other terms and conditions set forth herein):

(a) All SAGE Cached Data must be deleted in its entirety upon termination or expiration of Customer's subscription to the applicable Licensed Service; provided that this requirement does not apply to Derivative Data retained in accordance with Section 5.

(b) SAGE Cached Data may only be stored on storage devices that are owned or leased by Customer and are physically located within either Customer's facilities or facilities of a reputable third-party hosting company providing hosting services to Customer, in either case with industry-standard security policies and procedures.

(c) SAGE Cached Data must be refreshed from the Licensed Services at least once every seven (7) days, and Customer shall not use, display or distribute SAGE Cached Data that has not been so refreshed.

f) **SAGE Events.**

i) **Exhibitor Policies.** Customers exhibiting at any SAGE trade show or other event shall abide by the SAGE Tradeshow Exhibitor Policies located at www.sageworld.com/legal. By paying an exhibitor fee or exhibiting at any such event, Customer agrees to all such policies.

9. **Confidentiality.** Customer acknowledges that the Proprietary Information constitutes proprietary trade secrets of SAGE. Customer shall hold the Proprietary Information in strict confidence except as required to exercise Customer's express rights granted herein. Customer shall use the Proprietary Information solely for the benefit of Customer in performing customary business functions within Customer's day-to-day business. Customer shall not modify, remove, or obscure any copyright or other proprietary notices contained within the Licensed Services or the output thereof, except as specifically intended and allowed by the design of the Licensed Services. Out-of-date Applications shall be promptly destroyed by Customer. Customer shall promptly report a breach or suspected breach of this Section 9 to SAGE.

10. **Data Provided by Customer.** Customer represents and warrants that (a) all Customer Information is and will be accurate, truthful, reliable, and not misleading; (b) Customer has all necessary rights and approvals to provide the Customer Information to SAGE in accordance with the terms hereof, and (c) neither the Customer Information nor the use of such information as contemplated herein infringes, results in the misappropriation of, or will infringe or will result in the misappropriation of any privacy or intellectual property rights of any person or party. Customer hereby grants and agrees to grant to SAGE a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license (sublicensable to SAGE's affiliates and service providers) to use, display, perform, reproduce, distribute and make derivative works of the Customer Information (x) in connection with providing SAGE Services to Customer, (y) to improve, enhance, develop, support, maintain, and/or build SAGE products, services, and/or databases, including through the use of machine learning and artificial intelligence technologies; and (z) in connection with calculating or determining aggregate or anonymous usage statistics (which statistics shall not be considered Customer Information). SAGE is not obligated to use or maintain inclusion of any Customer Information in the Licensed Service. To the extent Customer Information includes personal information of Customer's clients, prospects, or other individuals, Customer is solely responsible for providing all notices and obtaining all consents required by applicable law for SAGE to process such information as contemplated herein, and SAGE shall process such personal information as a service provider on Customer's behalf for the purposes set forth in this Agreement and SAGE's Privacy Policy.

11. **Supplier Profile Data**. Customer represents and warrants that (a) all Supplier Profile Data is and will be accurate, truthful, reliable, and not misleading; (b) Customer has all necessary rights and approvals to provide the Supplier Profile

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Data to SAGE in accordance with the terms hereof, and (c) neither the Supplier Profile Data nor the use of such information as contemplated herein infringes, results in the misappropriation of, or will infringe or will result in the misappropriation of any privacy or intellectual property rights of any person or party. Customer hereby grants and agrees to grant to SAGE a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up license (sublicensable to SAGE's affiliates, service providers and customers) to use, display, perform, reproduce, distribute and make derivative works of the Supplier Profile Data (x) in connection with providing SAGE Services to customers as well as the general public, (y) to improve, enhance, develop, support, maintain, and/or build SAGE products, services, and/or databases, including through the use of machine learning and artificial intelligence technologies; and (z) in connection with calculating or determining aggregate or anonymous usage statistics (which statistics shall not be considered Supplier Profile Data). SAGE is not obligated to use or maintain inclusion of any Supplier Profile Data in the Licensed Service. Customer shall honor all product pricing within the Supplier Profile Data that Customer has marked as "Verified by Supplier" for any order placed by a distributor in reliance on such pricing while such pricing was so marked. Any products within the Supplier Profile Data that may not be suitable for all ages (e.g., suggestive or provocative images or inappropriate language) shall be flagged by Customer within the database as not suitable for all audiences. Supplier Profile Data constitutes Customer Information, and to the extent of any conflict between Section 10 and this Section 11 with respect to Supplier Profile Data, this Section 11 shall control.

12. **User-Generated Content.** The provisions of this Section apply to all content, materials, and information posted, or submitted for posting, on any SAGE Services by or on behalf of Customer or any Authorized User ("User Content"). User Content constitutes Customer Information for all purposes of this Agreement. Customer is fully and solely responsible for all User Content and shall ensure that Authorized Users comply with this Section. Customer shall not, and shall not permit any Authorized User to, post or submit any User Content that:

    a) is inappropriate, defamatory, obscene, offensive, indecent, harassing, profane, threatening, vulgar, or abusive;

    b) violates or infringes the rights of any third party, including without limitation copyrights, trademarks, trade dress, or rights of publicity or privacy;

    c) violates, or encourages the violation of, any applicable local, state, national, or international law, rule, or regulation;

    d) contains personal information of any individual without that individual's express permission;

    e) impersonates any SAGE employee or any other person, or falsely states or implies an affiliation with any person or organization;

    f) contains any statement presented as fact about another person or organization that the poster believes, or has reason to believe, is false;

    g) disrupts the normal flow of posts and submissions on the SAGE Services, including through duplicate posts or "spam";

    h) fails to disclose any compensation or other remuneration received in exchange for the post or submission;

    i) is not comprehensible; or

    j) is otherwise inappropriate, as reasonably determined by SAGE.

    SAGE is not responsible for any content posted or submitted by third parties and has no obligation to monitor User Content. SAGE reserves the right, in its sole discretion and without notice, to reject, edit, remove, or otherwise alter any User Content for any reason. SAGE may also suspend or revoke the right of Customer or any Authorized User to post or submit content. Customer's indemnification obligations under Section 17 shall extend to any claim or demand arising from or relating to User Content, regardless of whether such User Content violates this Section.

13. **Authorization to Communicate with Third Parties**. Customer may interact and communicate with various third parties through the Licensed Services at the direction of an Authorized User. For example, presentations may be delivered to clients, orders may be delivered by SAGE to suppliers or clients, suppliers may provide order status and other data specific to Customer through the Licensed Services, etc. Customer acknowledges, represents and warrants that its Authorized Users have the authority to send, request, and/or receive such information to or from such third parties. If Customer wishes to prevent certain Authorized Users from performing such activities or accessing such data, Customer may adjust the Authorized User's access rights.

14. **Privacy and Marketing Preferences.** Unless Customer otherwise notifies SAGE in writing in accordance with this Section 14 or if prohibited by applicable law, Customer hereby consents to (i) being included in any directories or databases provided by SAGE; and (ii) receiving marketing information from SAGE and third parties via any method, including without limitation postal mail, email, text message, and telephone. Customer may change its marketing

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preferences at any time by writing customerservice@sageworld.com and identifying Customer's preferences. Customer acknowledges that SAGE may monitor and record all use of the Licensed Services and that information obtained as a result therefrom may be used in a variety of ways, including in connection with further development of the SAGE Services, to enhance and customize Customer's user experience, and to generate non-personally-identifiable statistics that may be used and disclosed for various purposes. See SAGE's Privacy Policy for further details.

15. **Ownership.** The parties acknowledge that the Licensed Services are licensed, not sold, to Customer. SAGE retains and shall own all right, title, and interest in and to the Proprietary Information, as well as the intellectual property embodied therein and related thereto. To the extent that Customer is deemed to be the owner of any right, title, or interest in or to any of the Proprietary Information, Customer hereby assigns and agrees to assign to SAGE any such right, title, and interest. Title to the physical copies of End User Catalogs shall transfer to Customer upon payment in full; however, all Proprietary Designs and other intellectual property embodied in End User Catalogs shall remain the sole property of SAGE.

16. **Disclaimer of Warranty and Limitation of Liability.** THE LICENSED SERVICES, AND ALL SERVICES AND APPLICATIONS RELATED THERETO (INCLUDING WITHOUT LIMITATION TECHNICAL SUPPORT) ARE PROVIDED COMPLETELY "AS IS." SAGE DOES NOT WARRANT THAT THE LICENSED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT THE LICENSED DATA WILL BE ACCURATE, COMPLETE, OR CURRENT. SAGE MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SERVICES OR ANY APPLICATIONS OR SERVICES RELATED THERETO, AND HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF DATA, NON-INFRINGEMENT, AND NON-INTERFERENCE. SAGE AND ITS AFFILIATES, LICENSORS, AND THIRD-PARTY DATA PROVIDERS (COLLECTIVELY, THE "SAGE PARTIES") SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOSS OF DATA, AND BUSINESS INTERRUPTION), INDIRECT, PUNITIVE, OR SPECIAL DAMAGES, EVEN IF ANY SAGE PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL THE SAGE PARTIES' AGGREGATE LIABILITY RELATED IN ANY WAY TO THIS AGREEMENT OR THE LICENSED SERVICES (DESPITE WHETHER SUCH LIABILITY ARISES UNDER CONTRACT LAW, TORT LAW, OR OTHERWISE) EXCEED THE AMOUNT OF FEES PAID TO SAGE BY CUSTOMER DURING THE ONE (1) YEAR PRECEDING THE DATE ON WHICH THE CLAIM AROSE. **IN NO EVENT SHALL ANY SAGE PARTY BE RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OR LIABILITY RESULTING FROM (i) ACCESS DELAYS, INTERRUPTIONS, OR LOSS OF SERVICE; (ii) ANY CONTENT (INCLUDING WITHOUT LIMITATION ERRORS OR OMISSIONS) IN THE LICENSED SERVICES OR LICENSED DATA; (iii) FAILURE TO SEND, RECEIVE, OR STORE EMAIL; (iv) INTERRUPTION OR MISDIRECTION OF A WEBSITE OR DOMAIN NAME; (v) FAILURE OR DELAY IN PROCESSING A TRANSACTION; OR (vi) ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES THROUGH OR IN CONNECTION WITH THE LICENSED SERVICES (INCLUDING WITHOUT LIMITATION DOMAIN NAME REGISTRATION AND PAYMENT PROCESSING), WHICH ARE SUBJECT TO THE APPLICABLE THIRD PARTY'S OWN TERMS, IN EACH CASE EVEN IF CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY SAGE PARTY.** SAGE reserves the right to modify the Licensed Services at any time in its discretion. The parties acknowledge that the disclaimer of warranty and limitations of liability set forth in this Section 16 are reasonable allocations of risk among the parties based on the fees associated with this Agreement, and such limitations shall apply notwithstanding any failure of essential purpose.

17. **Indemnification. CUSTOMER SHALL INDEMNIFY, HOLD HARMLESS, AND, AT SAGE'S OPTION, EITHER DEFEND OR PAY FOR THE DEFENSE OF SAGE AND ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OTHER CUSTOMERS, AND AGENTS, FROM AND AGAINST ALL CLAIMS, DAMAGES, LIABILITIES, LOSSES, AND COSTS (INCLUDING REASONABLE ATTORNEYS' FEES) ARISING FROM OR RELATED TO (a) ANY BREACH OF THIS AGREEMENT BY CUSTOMER OR ANY AUTHORIZED USER; (b) ANY USE BY SAGE, ITS OTHER CUSTOMERS, OR ITS AFFILIATES OF THE CUSTOMER INFORMATION (INCLUDING CUSTOMER MATERIALS), INCLUDING ANY CLAIM THAT SUCH CUSTOMER INFORMATION OR ITS USE INFRINGES OR MISAPPROPRIATES ANY INTELLECTUAL PROPERTY OR PRIVACY RIGHT; AND (c) CUSTOMER'S OR ITS END USERS' USE OF OR RELIANCE UPON THE LICENSED DATA. THIS INDEMNITY APPLIES EVEN IF THE CLAIM, DAMAGE, LIABILITY, LOSS, OR COST IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF SAGE OR ITS AFFILIATES.** SAGE shall have the right to control the defense and settlement of any such claim, and Customer shall not settle any claim in a manner that imposes any obligation on, or requires any admission by, SAGE without SAGE's prior written consent.

18. **Artificial Intelligence Features.** Certain SAGE Services may include features that use artificial intelligence or machine learning technologies, including without limitation chat assistants, search, content generation, and data enrichment tools ("AI Features"). Output generated by AI Features may be inaccurate, incomplete, or inappropriate, is provided for informational purposes only, and does not constitute professional, legal, or financial advice. Customer is solely responsible for reviewing, verifying, and determining the suitability of any such output before relying upon it or distributing it to any third party. AI Features are part of the Licensed Services and are subject to Section 16. Customer shall not use AI Features to generate content in violation of Section 7 or applicable law. SAGE may modify, limit, or discontinue any AI Feature at any time.

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19. **Term.** This Agreement shall be effective as of the earliest to occur of (a) SAGE's acceptance of any order, order form or application from Customer, and (b) Customer's use of any SAGE Services ("Effective Date"). The Agreement shall remain in effect for as long as there is at least one (1) Licensed Service with respect to Customer. If expired, this Agreement shall automatically be revived if Customer thereafter orders a Licensed Service. SAGE may cease providing any or all Licensed Services and/or terminate this Agreement at any time upon notice to Customer, effective immediately or as of such later date as is specified in the notice; provided that SAGE shall provide Customer with a pro-rata refund of any unused subscription fees unless the termination is due to Customer's breach of this Agreement or any other agreement with SAGE. Upon termination or expiration, Customer shall cease all use of the Licensed Services, destroy all Proprietary Information obtained from SAGE (including any Applications) (other than Derivative Data retained in accordance with Section 5), and all rights and obligations set forth in this Agreement shall cease except for Sections 1, 3 (to the extent due prior to termination), 5, 6, 7, 8(a)(i), 8(b)(ii), 8(c)(ii), 8(d)(iv) and (v), 8(e)(ii)(a), and 9-25, all of which shall survive any such termination or expiration. Upon termination or expiration of Customer's subscription to any Licensed Service, Customer shall promptly destroy all copies of the Licensed Data obtained through such Licensed Service (including without limitation electronic files, discs, backup media, and printouts), except for Derivative Data retained in accordance with Section 5. SAGE has no obligation to retain Customer's data following termination of this Agreement. Customer acknowledges that SAGE may have locking and de-activation features in some or all of the Licensed Services and that all Licensed Services may be automatically suspended or disabled by SAGE (i) upon termination or expiration of either this Agreement or any subscription to a Licensed Service hereunder; or (ii) upon SAGE's reasonable belief that Customer has breached this Agreement. Customer shall not make any attempt to disable, investigate, or interfere with any such locking or de-activation features.

20. **Remedies**. The parties agree that due to the proprietary nature and high value of the Proprietary Information (including, without limitation, the Licensed Data), any breach of this Agreement by Customer will result in irreparable injury to SAGE that cannot be compensated solely by damages. Therefore, in addition to all other applicable remedies, SAGE shall be entitled to seek and obtain injunctive relief to protect the Proprietary Information without being required to post bond.

21. **Waiver of Jury Trial; Class Action Waiver; Limitations Period. EACH PARTY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY LAWSUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RELATIONSHIP OF THE PARTIES. ALL CLAIMS SHALL BE BROUGHT SOLELY IN A PARTY'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. ANY CLAIM BY CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LICENSED SERVICES MUST BE COMMENCED WITHIN TWO (2) YEARS AFTER THE CLAIM ACCRUES, OR SUCH CLAIM SHALL BE PERMANENTLY BARRED.**

22. **Other Agreements and Amendment**. Certain Licensed Services may require that Customer sign a separate agreement with SAGE. In such cases, that specific agreement shall supersede this Agreement to the extent of any conflict. Except for the foregoing, this is the entire Agreement between the parties as to the subject matter hereof and there are no other valid agreements or understandings, express or implied, written or oral. SAGE may amend this Agreement by notifying Customer of the new Customer Agreement (including by posting it within the Licensed Services or on SAGE's website and notifying Customer by email), which agreement shall be binding and effective, and completely supersede this Agreement on the earliest of (i) the date acknowledged by Customer, (ii) Customer's continued use of the Licensed Services thirty (30) days after such notice, or (iii) the start of Customer's next renewal period; provided that no such amendment shall apply to any dispute or claim that arose before its effective date. Aside from the foregoing, this Agreement may not be modified except by a formal written amendment signed by an executive of SAGE and an authorized representative of Customer.

23. **Audit.** Upon reasonable notice, SAGE or its designee may audit Customer's use of the Licensed Services and Licensed Data (including SAGE Cached Data) to verify compliance with this Agreement, and Customer shall promptly provide reasonable access to relevant records, systems, and personnel. SAGE may also use technical means to monitor compliance with per-user, caching, and other usage limitations. If any audit reveals non-compliance, Customer shall promptly cure such non-compliance, pay any underpaid fees at SAGE's then-current rates, and reimburse SAGE for the reasonable costs of the audit.

24. **Notices.** SAGE may provide notices under this Agreement by email to the main contact or any administrator on Customer's account, by posting within the Licensed Services, or by postal mail to Customer's address on file, and such notices shall be effective when sent or posted. Customer is responsible for keeping its contact information current. Notices to SAGE must be sent to customerservice@sageworld.com or to SAGE's address set forth above and shall be effective upon receipt. Notices given by email shall satisfy any requirement in this Agreement that notice be given in writing.

25. **General.** If one or more provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the remaining provisions shall not be affected. The Agreement may not be assigned by Customer without SAGE's written permission, and any such attempted assignment shall be void. SAGE may assign this Agreement in its discretion. Neither party shall

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be in default for failing to perform any obligation hereunder, other than the payment of monies, if such failure is caused solely by supervening conditions beyond such party's control, including without limitation acts of God, civil commotion, strikes, terrorism, failure of third-party networking infrastructure, failure of the public Internet, power outages, labor disputes or governmental demands or restrictions, epidemics or pandemics, cyberattacks, and failures or outages of third-party hosting, cloud, or telecommunications providers. No failure or delay by SAGE in exercising any right hereunder shall operate as a waiver thereof, and no waiver shall be effective unless in writing and signed by SAGE. Nothing in this Agreement confers any rights or remedies on any person other than the parties and their permitted successors and assigns, except that the persons indemnified under Section 17 are intended third-party beneficiaries of Section 17. The parties are independent contractors, and nothing herein creates any partnership, joint venture, agency, franchise, or employment relationship. Customer shall comply with all applicable export control and economic sanctions laws and shall not access or use the Licensed Services from, or provide access to any person located in, any country subject to a comprehensive U.S. embargo, or provide access to any person on a U.S. government restricted-party list. This Agreement and any order may be accepted electronically (including by clicking to accept, submitting an online order or application, or using the SAGE Services), and such electronic acceptance shall be binding to the same extent as a handwritten signature. Section headings are for convenience only and shall not affect the interpretation of this Agreement. This Agreement and Customer's relationship with SAGE shall be governed by the laws of the State of Texas, U.S.A., without regard to principles of conflict of laws that would require or permit another jurisdiction's laws to govern. Any lawsuit related in any way to this Agreement or the relationship of the parties shall take place exclusively in Dallas County, Texas and the parties hereby agree to such venue and waive any objections to personal jurisdiction. The prevailing party to any such lawsuit shall be entitled to recover reasonable attorneys' fees, subject to the limitations of liability set forth herein.

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