



Subscription Services Agreement

The Power of Perspective

Subscription Services Agreement

BY EXECUTING A SALES ORDER AND/OR SOW, THE CUSTOMER AGREES THAT THE TERMS OF THIS AGREEMENT GOVERN. CUSTOMER SHOULD NOT USE THE SAAS AND/OR SERVICES IF IT CANNOT COMPLY WITH THIS AGREEMENT.

1. Operation

- 1.1 This Subscription Services Agreement ("SSA or "Agreement") is between you ("the Customer") and Cora Systems Limited, or any other reseller or company within its Group ("Cora"), both identified in the Sales Order. This Agreement governs your subscription to and use of the Services. It forms a legally binding agreement on signing a Sales Order.
- 1.2 Should the Customer require subsequent Services, a separate Sales Order and/or SOW shall be executed for each subsequent subscription. If the Customer requires Professional Services, this will be dealt with by means of a SOW. This Agreement applies to each Sales Order and SOW that the Customer signs. The effective date of this Agreement is the date of the first Sales Order. The Agreement shall continue until the expiry or termination of the last Sales Order in effect.
- 1.3 Cora reserves the right to make other software or services available under separate agreements. This Agreement includes all schedules, attachments, policies and any other referenced material whether or not they are specifically exhibited or appended hereto.

2. Terms of Engagement

Cora and the Customer have agreed that, for the duration of the Subscription Term, the Customer shall engage Cora to provide access to its SaaS solution and related Services in accordance with the terms of this Agreement in consideration of the payment by the Customer of the fees.

3. Subscription

Subject to the terms and conditions of this Agreement:

- 3.1 Cora hereby grants a limited, non-exclusive, non-transferable right to use and access the

SaaS which the Customer has subscribed to in the Sales Order. Cora retains all right, title, and interest in and to the Services, including all software included in and used to provide the SaaS and all logos, trademarks and Cora branding reproduced in the SaaS. The Customer shall not have any other right to the SaaS that is not specifically set forth in this Agreement.

- 3.2 Cora reserves the right to implement new versions and upgrades of the SaaS including changes to the design, security, operational method, technical specifications, systems, and other functions, at any time without prior notice. The rights and obligations provided in this clause and elsewhere in this Agreement shall apply to any future upgrades and updates to the SaaS.
- 3.3 Customer may access and use the SaaS solely for its internal business purposes, during the Subscription Term, and in accordance with the number of Users indicated on the Sales Order. Customer may provide Users with access to the SaaS and acknowledges Customer shall be fully liable for its Users compliance with this Agreement.

4. Restrictions

- 4.1 The Customer has no right (and shall not permit any agents or other third party) to reproduce, modify, distribute, disassemble, decompile, reverse engineer, or publicly display or perform the software included in the SaaS.
- 4.2 The Customer may not license, sell, transfer, assign, distribute, outsource, translate, localize, adapt, rent, lease, loan, prepare derivative works of, or otherwise commercially exploit or make the SaaS available to any third party except as permitted by this Agreement, a Statement of Work or Sales Order.
- 4.3 The Customers may not access the Services if they are a direct competitor to Cora, except

with Cora's prior written consent. Customer is not permitted to access the Services for purposes of monitoring its performance, functionality, or availability, or for any other benchmarking or competitive purposes or perform or disclose network discovery, vulnerability scanning, password cracking, or penetration testing of the Services. Customer may not perform or fail to perform any act which would result in a misappropriation or infringement of Cora's (or its supplier's) intellectual property rights in the SaaS, its components, or related documentation.

5. Cora Duties

Cora will support and maintain the SaaS for the Customer in accordance with the Service Level and Support Objectives available at [Service Level and Support Objectives - Cora Systems](#).

6. Fees and Payment

- 6.1 The Customer will pay the fees that are indicated in the Sales Order and SOW.
- 6.2 Unless the Sales Order provides otherwise, invoices shall be due upon receipt. The Customer will issue a purchase order for the initial year promptly following execution of the Sales Order. The validity of a license key is subject to the annual receipt of payment prior to the Subscription Start Date and each subsequent anniversary. The invoiced amount shall be payable by electronic transfer to the bank account listed on the invoice and in the currency listed on the invoice.
- 6.3 Unless the Sales Order provides otherwise Professional Services, where applicable, will be invoiced separately and payment will be due upon receipt.
- 6.4 All fees are non-refundable except as otherwise explicitly stated in the Sales Order or this Agreement.
- 6.5 On each anniversary of the Subscription Start Date, the fees shall be subject to an uplift in line with Cora's then standard pricing.
- 6.6 Interest on overdue payments shall be payable in accordance with law and Cora reserves the right to charge a fee for any payment reminders. Customer shall be responsible for reasonable costs incurred by Cora when collecting overdue fees. In any

event, all fees must be paid prior to termination.

- 6.7 Without limiting its other rights, if Customer fails to pay overdue payments after Cora has provided two notices and twenty days has elapsed since the first notice, then Cora may suspend the Customer's access to the SaaS. If payments are more than fifty days overdue, Cora may immediately terminate this Agreement, the Subscription, and delete the Customer Data. In the event of early termination of the Agreement under this Clause 6.7, the Customer shall not be entitled to a refund of any prepaid fees.
- 6.8 All sums payable under this Agreement are exclusive of Value Added Tax, Sales Tax, Withholding Taxes, and any local taxes, levies, or duties which are to be paid by the Customer. Cora is responsible only for taxes based on Cora's income and if Cora is obliged by law to pay taxes for which Customer is responsible under this clause, Cora may invoice this amount to Customer.
- 6.9 The Customer may, at any time, increase the number of Users. The Customer is not permitted to reduce the number of Users. Any additional Users and/or additional capacity or functionality procured during the Subscription Term shall be coterminous with pre-existing Service and will co-terminate with and be prorated through the end date of the Subscription Term for the applicable Service.
- 6.10 The Customer shall bear the cost of any travel, expenses or costs that may be incurred by Cora to provide the Services, save with the written consent of Cora.

7. Intellectual Property

- 7.1 As between the parties, the Customer acknowledges that all Intellectual Property Rights, title, and interest in and to the SaaS, all components, software and copies thereof and all customisation, derivations, and configuration developed from the SaaS shall remain vested in Cora. Any rights in the Services or Cora's intellectual property that are not expressly granted herein are reserved by Cora.
- 7.2 As between the parties, Cora acknowledges and agrees that all title and interest in the Customer Data shall remain vested in the Customer. Customer grants Cora the right to

store, host, process, use, maintain, transmit, and perform any other function on the Customer Data for the purpose of providing the Services. Following termination or expiration of this Agreement, Cora shall be entitled to deactivate the Customer account and delete any Customer Data in accordance with its deletion procedures. Customer is responsible for the accuracy, integrity, and lawfulness of Customer Data and for obtaining any rights necessary for Cora's performance of the Services.

- 7.3 Cora shall own all right and title to any anonymized, aggregated or de-identified data that is derived from the Customer Data.

8. Confidential Information

- 8.1 During the Subscription Term and after termination of this Agreement for any reason the Receiving Party:

- i. will not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
- ii. treat the other party's Confidential Information as confidential shall take all precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this Agreement by it and its employees, servants, agents or Sub-Contractors;
- iii. will not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or as permitted herein;
- iv. shall make every effort to prevent the unauthorized use or disclosure of Confidential Information; and
- v. without prejudice to the generality of the foregoing, neither Party shall use the Confidential Information: for the solicitation of business from the other; or to obtain competitive advantage, in either case by it or by such servant or consultant.

- 8.2 During the Subscription Term the Receiving Party may disclose Confidential Information to any of its directors, officers, employees, affiliates, contractors, employees and contractors of affiliates, legal and business advisors (a "**Recipient**") to the extent that disclosure is reasonably necessary for the purposes of this Agreement provided that the Receiving Party shall ensure that a Recipient is made aware of the Receiving

Party's obligations of confidentiality under this Agreement and has signed an appropriate confidentiality agreement. The Receiving Party shall be liable for Recipient's compliance with this Agreement.

- 8.3 Confidential Information does not include information that (i) is in the Receiving Party's lawful possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Receiving Party's improper action or inaction, or breach of this Agreement; or (iv) is approved for release in writing by the Disclosing Party.

- 8.4 The provisions of this clause shall continue in force for a period of (5) five years following the expiry or termination of this Agreement.

9. Professional Services

- 9.1 This Clause 9 shall apply only if Professional Services are procured, and the parties have entered into a SOW.

- 9.2 Cora shall not be liable for delay in implementation to the extent the delay is caused by:

- i. Customer;
- ii. Customer requirements were not clearly defined or changed during the course of implementation.

- 9.3 Cora will not be liable for any inadequate Customer requirements and additional costs will be charged on time and materials basis.

10 Change Request Process

- 10.1 Any material change to the Services that may be requested by the Customer (the "**Change(s)**") shall be dealt with in accordance with the Change Request procedure below:

- i. the Customer will provide Cora with a written request detailing the proposed Change (the "**Change Request**").
- ii. If Cora is satisfied to proceed, it will provide the Customer with a response detailing the implications of the proposed Change and a breakdown of the associated costs.
- iii. the Customer must then notify Cora within thirty (30) Business Days if it wants to proceed with the Change whereby Cora will commence the associated work.

- 10.2 The Change Request will be incorporated and amend the original SOW(s). Cora will not be

liable for any inadequate Customer requirements and additional costs will be charged on time and materials basis.

- 10.3 Cora may, at its discretion, charge for the time it spends assessing a Change Request or SOW from the Customer on a time and materials basis.

11 Subcontractors

- 11.1.1 A list of existing sub-contractors is available [Sub Contractors Cora | Cora Systems](#).
- 11.1.2 Cora may engage new subcontractors, including third party software suppliers, for the performance of obligations under this Agreement. Cora remains responsible to the Customer for the performance or failure of the sub-contractor's obligations.
- 11.1.3 Hosting or changes thereto shall not constitute sub-contracting for the purposes of this Agreement. Cora reserves the right to change hosting provider at any time. Unless otherwise communicated to you,

12 Security

- 12.1 Cora shall maintain commercially reasonable measures for ensuring the security of the SaaS meets relevant industry standards. These shall include physical, administrative and technical safeguards for the protection, integrity, and confidentiality of Customer Data as described in the [Cora-Security-Policy.pdf \(corasystems.com\)](#).
- 12.2 Customer recognizes its use of the SaaS will involve transmission of Customer Data over the internet and networks, some of which may not be owned and operated by Cora. Without limiting Cora's security, confidentiality, and data protection obligations provided herein, Cora is not responsible for Customer Data that is lost, intercepted, altered or otherwise compromised during the transmission of data across networks not owned or operated by Cora, including the internet and Customer's own network. The Customer acknowledges that Customers access to the Internet cannot be guaranteed, and Cora shall not be liable for deficiencies in the Customers own equipment or Internet connections.

13 Terms of Service

- 13.1 The Customer will co-operate to the fullest extent necessary to enable Cora to resolve any issue with the SaaS.
- 13.2 The SaaS is not designed to comply with industry specific regulations. Customer shall not use or rely on the SaaS for activities which are subject to any industry specific laws or regulations.
- 13.2.1 The Customer shall not use the SaaS to store, transmit or process data that is subject to industry specific regulations or otherwise sensitive including social security data, protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996 "HIPAA"), International Traffic in Arms Regulations ("ITAR") related data, data classified or used on the U.S. Munitions list, or special categories of personal data (as defined in GDPR), financial information protected under the Gramm-Leach-Bliley Act, information that is subject to Payment Card Industry Data Security Standards, content that could otherwise be subject to governmental regulation or may require security measures beyond those specified by Cora.
- 13.3 Cora monitors the SaaS and Services in order to resolve Customer technical assistance requests, detect and address threats to the security, availability, and functionality of the SaaS. Cora may collect usage data and use such data in an aggregated form and compile statistical and other information related to the performance of the Services for purposes of improving Cora's products and services.
- 13.4 Customer may not use the SaaS and Services (i) in a way prohibited by law, regulation, governmental order or decree; (ii) to violate the rights of others; (iii) to try to gain unauthorized access to or disrupt any service, device, data, account or network; (iv) to spam or distribute malware; (v) in a way that could harm the SaaS or impair any other Customer's use of it; (vi) in any application or situation where failure of the SaaS could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage, except in accordance

with the High-Risk Use terms in clause 13.5 below; (vii) to store or transmit material that infringes upon any third party's intellectual property rights; or (viii) to assist or encourage anyone to do any of the above.

- 13.5 Customer acknowledges that modern platform technologies, may be used in new and innovative ways, and Customer must consider whether its specific use of these technologies is safe. The SaaS is not designed or intended to support any use in which a service interruption, defect, error, or other failure of the SaaS could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, "High-Risk Use"). Accordingly, Customer must use and implement the SaaS such that, in the event of any interruption, defect, error, or other failure of the SaaS, the safety of people, property, and the environment are not reduced below a level that is reasonable, appropriate, and legal, whether in general or for a specific industry. Customer's High-Risk Use of the SaaS is at its own risk. Cora will not be liable to Customer in any way for use of the SaaS in a high-risk environment. Customer agrees to defend, indemnify and hold Cora harmless from and against all damages, costs and attorneys' fees in connection with any claims arising from a High-Risk Use associated with the SaaS, including any claims based in strict liability or that Cora was negligent in designing or providing the SaaS to Customer. The foregoing indemnification obligation is in addition to any defense obligation and is not subject to any limitation of liability.
- 13.6 Cora will not have and specifically disclaim any liability that may result from your use of the SaaS for any purpose prohibited herein.
- 13.7 Cora may suspend Customer's access to the SaaS and Services or any part thereof on the following grounds: (a) late payment/non-payment of fees; (b) non-renewal of the Services by Customer; (c) Customer's breach of the Agreement; (d) in the event suspension is deemed necessary by Cora to prevent or address the introduction of malicious software, a security incident, or other harm to Customer, Cora, or Cora's other customers.

Cora will notify Customer of any such suspension and will endeavour to limit, where commercially feasible, the suspension to affected Users or technology, and will restore the availability of the same as soon as the issues leading to the suspension are resolved. Such suspension will in no way affect Customer's other obligations under this Agreement.

14 Passwords

- 14.1 The Customer shall ensure passwords are securely stored and ensure they are not accessed by third parties. The Customer shall be liable for any unauthorized use of the SaaS and Cora shall have no liability for damage arising from the Customer's failure to secure passwords.
- 14.2 The Customer shall immediately notify Cora if a password is lost or compromised; if an unauthorized party learns the password; or if one of these events is suspected to have occurred. In these events, Customer shall immediately change the password in question.
- 14.3 Where Customer intentionally or negligently reveals a user password/identity to a third party or it becomes known to a third party through some other means, Customer shall be liable to Cora for any loss or damage incurred by Cora.

15 Customer Obligations

The Customer shall comply with the following obligations:

- 15.1 Customer shall comply with all security and administrative policies.
- 15.2 Customer shall ensure any contact and billing information provided is correct and undertakes to update such information promptly should a change arise.
- 15.3 Customer recognizes a User account may not be shared and is intended for use by only one individual User.
- 15.4 Customer shall remain liable for the Users use of the SaaS and shall ensure User's compliance with this Agreement. To the extent Customer is unable to prevent unauthorized use or cause a User to perform an obligation it owes to Cora, or otherwise to perform such obligation on the Users behalf,

then the Customer shall indemnify Cora for any loss relating to such unauthorized use or non-performance by the User of its obligations to Cora.

- 15.5 Customer is solely responsible for the lawfulness of the Customer Data including any data which is uploaded to, processed, entered into, or transferred through the SaaS by the Customer or its Users. Customer shall be responsible for monitoring its Customer Data and shall be liable to Cora for ensuring it is lawful and non-infringing of third-party rights.

16 Personal Data

- 16.1 The Customer acknowledges Users shall provide personal information in order to access and use the SaaS. Given the nature of the SaaS, it is not envisaged that the Customer would use the SaaS to store, host or otherwise process Personal Data.
- 16.2 Both Parties agree to ensure that they comply with any provisions and obligations imposed by Data Protection Legislation and shall be bound by the terms of Data Processing Agreement ("DPA") and [Cora Data Processing Agreement | Cora Systems](#) which is hereby incorporated into this Agreement.
- 16.3 Customer shall have sole responsibility for the accuracy, quality, and legality of personal data and the means by which it was acquired.
- 16.4 Customer recognizes Cora's mobile app and web page is freely accessible to Customer's Users and control over locations from which the app may be accessed lies with the Customer and not with Cora. Customer shall be responsible for authorization and management of User accounts across geographies including as relevant to transfer of Customer data and any relevant export controls.

17 Warranties and Remedies

- 17.1 Each party represents that it has validly entered into this Agreement with full power and authority.
- 17.2 Cora warrants to the Customer that during the Subscription Term (i) the Customer's production instance shall conform in all material respects with the Documentation, and (ii) Cora shall perform any Professional

Services in a competent and workmanlike manner consistent with industry standards (the foregoing clauses (i) and (ii), collectively, the "Cora Warranty"). In the event the Services are not performed as warranted, Customer must notify Cora in writing of the issue with the Services within thirty (30) days providing a description of the deficiency.

- 17.3 CORA DOES NOT WARRANT THE SERVICES WILL BE PERFORMED WITHOUT ERROR OR WITHOUT INTERRUPTION, THAT THE SERVICES WILL MEET THE CUSTOMERS EXPECTATIONS OR REQUIREMENTS OR THAT CORA WILL CORRECT ALL ERRORS. CORA SHALL NOT BE RESPONSIBLE FOR DEFICIENCIES OR ISSUES RELATED TO THE OPERATION, PERFORMANCE, OR SECURITY OF THE SERVICES ARISING FROM SERVICES PROVIDED BY THIRD PARTIES OR FROM THE CUSTOMER DATA.

- 17.4 In the event of a breach of the Cora Warranty, customer's exclusive remedy and Cora's entire liability shall be at Cora's option either (i) correction of the deficiency that caused the breach of warranty, or (ii) if this is not commercially practicable in Cora's opinion, either party may end the deficient services, in which case Cora shall provide a refund of prepaid and unused fees for the period following the date of termination.

- 17.5 Except for the express warranties provided in this clause 17, to the extent permitted by law, Cora expressly disclaims all other warranties, whether express or implied, including (without limitation) for software, networks or environments, systems, fitness for a particular purpose, satisfactory quality, that the SaaS will meet specific requirements, merchantability, that the services will be uninterrupted, free from software errors, completely secure, or that defects and deficiencies in the SaaS or services will be corrected.

18 Liability

- 18.1 Neither party shall be liable for any loss of turnover, loss of sales, loss of revenue, loss of profits (excluding payment of fees under this agreement) loss of future revenue, loss of goodwill, data, data use, reputation, or any

indirect damages, consequential or special loss suffered by the other.

- 18.2 The total aggregate liability of Cora and its affiliates arising out of or related to this agreement whether in contract, tort, or otherwise, shall in no event exceed the fees paid to Cora in the 12 months preceding the event giving rise to the liability. The existence of more than one claim will not enlarge this limit. However, this limitation shall not apply to loss or damage arising out of death or damage for which liability cannot be limited or excluded by law.

19 Indemnity

- 19.1 In the event a third party makes a claim against either Cora or Customer (the "Indemnitee" referring to the recipient of allegedly infringing Material) that any software, service, data, hardware, information, design, specification, or material (collectively, "Material") provided by the other party (the "Indemnitor") and used by the Indemnitee infringes the third party's intellectual property rights (a "Third Party Claim"), the Indemnitor shall defend and indemnify the Indemnitee against the Third Party Claim from the damages, liabilities, and costs awarded by the court to the third party claiming infringement or the settlement agreed to by the Indemnitor provided the Indemnitee provides:
- The Indemnitor prompt notice in writing of any Third-Party Claim;
 - The Indemnitor sole and exclusive right to control the defence and settlement of the Third-Party Claim, and
 - The Indemnitor all reasonable assistance in the defence of such Third-Party Claim.
- 19.2 The foregoing obligations of the Indemnitor shall not apply with respect to a claim of infringement that arises out of (a) any modification or alteration of the Materials other than by the Indemnitor; (b) use of the SaaS in combination with any software, hardware, network, technology or system not supplied by Cora where the alleged infringement relates to such combination, (c) compliance with Customer specifications.
- 19.3 If any Third-Party Claim which Indemnitor is obligated to defend has occurred, the

Indemnitor may, at its option: (a) obtain for Indemnitee the right to continue using the Materials; (b) replace or modify the Materials so that it avoids such claim; or (c) if such remedies are not reasonably available, terminate the license for the infringing Material and require its prompt return and refund any unused, prepaid fees the Indemnitee may have paid to the other party for such Material.

- 19.4 Customer may make a claim in accordance with the above only where Customer provides Cora with written notice of the same no later than sixty calendar days after the party knew, or should have been aware, of the grounds for the claim.
- 19.5 This clause 19 constitutes the exclusive remedy the parties' have for any infringement claims or damages.

20 Cora Permission

- 20.1 The Customer permits Cora to use its name, logo and/or trademark in connection with promotional materials which may be disseminated to the public. These may include, but are not limited to, advertising, social media promotions, press releases, and website use. Cora may distribute a quote from Customer providing testimonial about the Services Cora provides to them.
- 20.2 Following implementation, Customer will cooperate with Cora in creating video interviews with client spokespersons and written case studies. Cora may post such materials on Cora's website, social media, and/or video hosting platforms for promotional purposes.
- 20.3 Cora hereby grants Customer permission to use Cora's logo for marketing purposes but only in compliance with Cora's Brand Identity Guidelines, which will be provided to Customer upon request.

21 Term and Termination

- 21.1 The Subscription Term shall commence on Subscription Start Date listed in the Sales Order and, unless terminated earlier in accordance with the terms of this Agreement, shall continue in force for the period set forth in the Sales Order (the "Initial Term"). This Agreement shall renew automatically at the

end of the Initial Term for additional successive terms (the "Renewal Term/s") at Cora's then current terms and pricing, unless notice is given by either party one hundred eighty (180) days prior to expiration. The Renewal Term shall be equal in length to the Initial Term unless otherwise stated in the Sales Order.

- 21.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- a) if the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty days after being notified in writing to do so.
 - b) an insolvency type event affecting either Party;
 - c) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.
- 21.3 In the event this Agreement is terminated for cause, all Sales Order and Statements of Works that have been placed under the Agreement shall terminate automatically. Except as provided herein, each party's further rights and obligations cease immediately on termination of this Agreement. Termination of this Agreement shall not prejudice any rights of either party which may have arisen on or before the date of termination. Upon termination Customer shall immediately pay all unpaid sums under any terminated Sales Order or Statements of Work as well as any amounts that have accrued prior to termination and related taxes and expenses.
- 21.4 If the Agreement is terminated by the Customer within the Initial Term, the remainder of the license fees for the Subscription Term become due and owing.

22 Government Restricted Rights

- 22.1 This clause 22.1 applies to all acquisitions of the SaaS by or for the United States federal government, including by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement, or other activity with the Federal Government. The SaaS and related documentation were developed at private

expense and are "Commercial Items", as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. § 12.212 (for civilian agencies) and 48 C.F.R. § 227.7202 (for Department of Defence agencies), as applicable. Consistent with and subject to 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202-1 through 227.7702-4 as applicable, the Commercial Computer Software and Commercial Computer Software documentation have the potential to be licensed to U.S. Government end users (a) only as Commercial Items and (b) with only such rights as are granted to all other end users pursuant to the terms herein. Any provisions of this Agreement inconsistent with federal procurement regulations or other federal law are not enforceable against the U.S. Government. Unpublished rights are reserved under copyright laws. Customer shall not remove or deface any restricted rights notice or other legal notice appearing in the software or on any packaging or other media associated with the software. This clause 22 does not grant Customer any rights not specifically set forth in this Agreement including without limitation any right to distribute the software to the United States federal government.

- 22.2 If Customer is a government entity or is otherwise subject to government procurement requirements, Customer represents and warrants that a) it has complied and will comply with all applicable government procurement laws and regulations; b) it is authorized to use the SaaS and enter into this Agreement; and c) this Agreement satisfies all applicable procurement requirements.

23 Notices

- 23.1 A notice given to a party under or in connection with this Agreement shall be in writing and sent to the party at the email given in the Sales Order and below or as otherwise notified in writing to the other party.
- 23.2 The e-mail addresses for Notices shall be as follows:

Cora	Customer
contracts@corasystems.com	Name on Sales Order

- 23.3 The deemed delivery date and time is the time of transmission. For the purpose of clause 23 and calculating deemed receipt, all references to time are to local time in the place of deemed receipt.
- 23.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

24 Amendment

- 24.1 Cora may amend this Agreement from time to time to reflect changes in, include inter alia, regulations, laws, Services, technology, the way Cora contracts, industry practices and any other valid reason. For existing Customers, the changes will become effective on the renewal/extension of its existing Subscription and/or the procurement of any additional Services.
- 24.2 If the Customer does not wish to accept the amendments, Customer may not access or use the Service.

25 Force Majeure

- 25.1 Neither of the Parties shall be in breach or otherwise be liable to the other party in any manner whatsoever for any failure or delay in performing its obligations under this Agreement (except for delay in the payment of amounts due hereunder and except for as regards maintaining confidentiality) to the extent that it is prevented, hindered or delayed from or in performing such obligations by circumstances beyond a party's control and which could not reasonably have been foreseen. Such force majeure events include inter alia, labour

conflicts, pandemic, epidemic, severe weather events, fire, acts of terrorists, war declared or threatened, sabotage or acts of vandalism, natural disasters, decisions of public authorities or other public regulations, errors in another operator's network, general scarcity of transport, goods, or energy, or other similar circumstances. A party must give notice to the other party forthwith (upon becoming aware of the same).

- 25.2 In the event a party's performance is delayed for longer than three months due to an event as stated above, either party may terminate the Agreement without penalty.

26 Assignment

- 26.1 Subject to clause 26.2, neither party may assign this Agreement without the other's written consent, consent not to be unreasonably withheld or delayed.
- 26.2 Cora may assign, novate or otherwise deal with this Agreement to a company within its Group or in the event it becomes necessary due to a merger or acquisition.

27 Governing law and jurisdiction

- 27.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Republic of Ireland. The parties hereby submit to the exclusive jurisdiction of the Republic of Ireland courts in any dispute or claim arising out of or in connection to this Agreement.
- 27.2 The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.
- 27.3 In the event a dispute arises in relation to this Agreement, the parties shall, to the extent it is reasonable under the circumstances, first make good faith efforts to resolve such dispute through negotiation prior to commencing court proceedings.

28 Entire Agreement

- 28.1 This Agreement and materials incorporated by reference herein constitutes the entire

agreement between the Parties and supersedes all previous agreements and representations of whatever nature unless expressly incorporated by reference in this Agreement. The Parties disclaim any reliance upon any representations or warranties beyond those set forth in this Agreement including prior discussions, RFPs, and emails. Terms and conditions attached to any customer invoice, purchase order, or other administrative document shall not be deemed to modify, supplement, or add to the terms of this Agreement.

- 28.2 Any terms and conditions contained in the Customer's purchase order are not applicable to this Agreement unless specifically incorporated into this Agreement in writing in advance.

29 Export laws

The Services or components of the Services which Cora may provide or make available to Customer may be subject to U.S. or Irish export control and economic sanctions laws, rules, and regulations. The Customer shall comply with export laws and regulations of applicable jurisdictions in using the Services. Without limiting the foregoing, Customer represents and warrants that a) it is not located in, and shall not use the SaaS from any country subject to United States export restrictions (as amended from time to time); b) Customer shall not use the SaaS in violation of any export embargo, prohibition, or restriction; and c) Customer is not prohibited from participating in United States, EU, UK, or Irish export transactions. Without limiting the foregoing, Customer will comply with U.S. Export Administration Regulations and International Traffic in Arms Regulations and sanctions regulations administered by the U.S. Office of Foreign Assets Control ("OFAC") ("Trade Laws"). Customer will not take any action that causes Cora to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws.

30 General Terms

- 30.1 Terms governing confidentiality, liability, intellectual property and any provision that

by its nature is intended to survive termination of this Agreement shall survive any termination of this Agreement.

- 30.2 If any provision of this Agreement is deemed unenforceable, invalid or unlawful for any reason, such provision shall be severed from the remaining terms and conditions which shall continue to be valid to the fullest extent permitted by law.
- 30.3 There are no third-party beneficiaries to this Agreement.
- 30.4 Nothing in this Agreement shall be interpreted as creating any joint venture, partnership, agency, or employment relationship between the parties.
- 30.5 In the case of any conflict between the documentation, the order of precedence shall be as follows:
- i. Subscription Services Agreement
 - ii. Cora Data Processing Agreement
 - iii. Sales Order
 - iv. Statement of Work
- 30.6 Except as otherwise stated in this Agreement, each party shall pay its own costs and expenses in relation to the performance of its obligations under this Agreement.
- 30.7 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of this Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.
- a. This Agreement shall supersede all prior agreements, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to the subject matter of this Agreement.
 - b. No variation of this Agreement shall be valid unless it is in writing and signed by and on behalf of each of the parties.
- 30.8 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and which together shall constitute one and the same Agreement.

31 Digital signatures

- c. For the avoidance of doubt, the Parties agree, acknowledge and consent that Sales Orders and SOW(s) may be digitally signed by one or both Parties.
- d. Where the Parties opt to use a digital signature provided by the Customer, the Customer warrants that the technology used is compliant with all legal and regulatory requirements in relation to the use of electronic signatures.
- e. Where the Sales Order, SOW(s) and any other contractual documentation hereunder have been signed electronically, neither party shall make assertions or claims at a later date as to the validity of the signatures.

Definitions

The definitions and rules of interpretation below apply in this Agreement.

"Business Day(s)" a day other than a Saturday, Sunday or public holiday in Ireland.

"Confidential Information" any information, however conveyed or presented, that relates to the business, affairs, proprietary, operations, services, Customers, processes, budgets, pricing policies, product information, plans or intentions, design rights, business affairs, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.

"CPI" or "Consumer Price Index" means the Consumer Prices Index as published by the US Bureau of Labor Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.

"Customer" Means the entity who activates Services provided by Cora and assumes responsibility for payment for the same.

"Customer Data" means information and data inputted and stored by Users into the SaaS.

"Data Protection Legislation": means any laws governing the processing, use and disclosure of personal data including (without limitation):

- a) the Data Protection Acts 1988 to 2018 in Ireland, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, EU Data Protection Directive 95/46/EC, the Data Protection (Registration) Regulations 2001, the Data Protection Act 1988, (Section 16(1)) Regulations 2007 and the General Data Protection Regulation (EU) 2016/679 and the Personal Data Security Breach Code of Practice issued by the Data Protection Commissioner relating to the processing of personal data or privacy or any amendments, and re-enactments thereof;
- b) to the extent applicable to this Agreement or the services provided pursuant to the SOWs, the data protection and information privacy laws of any other jurisdiction;
- c) any re-enactment, replacement or amendment of the laws referred to in (a) or (b) in force from time to time including the Regulation 2016/679 (General Data Protection Regulation), all national implementing legislation.

"Documentation" means collectively, the Cora Data Processing Agreement, the Security Policy, the Subscription Services Agreement, and any other Cora documents that are incorporated into the Customer's Sales Order.

"Group" of a party means in relation to a party, that party, any subsidiary or holding company of that party,

"Intellectual Property Rights" means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights (to include any design, specification, ideas, know-how, techniques, documentation, software, reports that may be developed herein and/or supplied herein), in each case whether registered or unregistered and

including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

"Parties" together the Customer and Cora.

"Professional Services" means any training, configuration, design, project management, business analysis services, consultancy and specialist services procured from Cora by Customer through a Sales Order or Statement of Work.

"RFP" means documents associated with a request for proposal or similar bidding process submission.

"Sales Order" Means a document that has executed by Customer which includes inter alia Services, pricing, Subscription Term and any other matters either party needs to document..

"SaaS" means, collectively, the Cora PPM online application and any additional modules/features to which the Customer has subscribed, as more particularly described in the Statement of Work and as procured by Customer from Cora in the Sales Order, including associated Cora mobile application(s).

"Services" means collectively, the Professional Services, Maintenance, Support, and provision of the SaaS.

"SOW" means a Statement of Work.

"Subscription" means the permission granted by Cora to Customer under this Agreement to use the SaaS.

"Subscription Start Date" means the date on which the Services shall be activated and is indicated on the Sales Order.

"Subscription Term" means the Initial Term specified in the Sales Order and any subsequent Renewal Term taken together.

"Trial" means access given free of charge to the SaaS or to a version which is under development or evaluation for demo, trial, evaluation, or other similar purposes.

"User/s" means individuals who have been authorized by Customer to access or use the SaaS pursuant to this Agreement.

"Website" means the Cora Systems website at <https://corasystems.com/>.

Interpretation

- a. The headings and/or schedules/appendices in this Agreement are inserted for convenience only and shall not affect its interpretation or construction of this Agreement.
- b. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- c. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- d. Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.
- e. Any words following the terms "including", "include", in particular, or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- f. Any reference to the Agreement, shall include SOW(s) and Sales Orders.
- g. Any reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, or supplemented (other than in breach of the provisions of this Agreement) from time to time.
- h. Any document incorporated as a web-based link may be amended from time to time.
- i. Any reference to either Party shall include reference to its employees, Users, agents, Sub-Contractors, or third parties engaged or employed by the Party in connection with the Agreement and successors and assigns.
- j. A reference to writing or written includes e-mail.