

# Subscription Services Agreement

THIS SUBSCRIPTION SERVICES AGREEMENT (“AGREEMENT”) GOVERNS THE USE OF THE SAAS AND SERVICES THAT CUSTOMER IS PROCURING FROM CORA SYSTEMS LIMITED AND/OR ITS AFFILIATES OR SUBSIDIARIES (“CORA”). BY EXECUTING A SALES ORDER AND/OR BY USING THE APPLICABLE SAAS OR SERVICES, THE ENTITY EXECUTING THE APPLICABLE ORDER (“CUSTOMER”) AGREES THAT THE TERMS OF THIS AGREEMENT GOVERN, AGREE THAT IT IS AUTHORIZED TO BIND THE APPLICABLE ENTITY TO THIS AGREEMENT AND IS AGREEING TO BE BOUND BY THE TERMS CONTAINED IN THIS AGREEMENT. CUSTOMER SHOULD NOT USE THE SAAS AND/OR SERVICES IF IT CANNOT COMPLY WITH THIS AGREEMENT.

## 1. 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.

## 2. Sales Order

Customer may order the Services by executing a Sales Order which shall indicate any subscriptions, and Professional Services being ordered and the associated fees. The Sales Order is effective on the date of last signature and except as otherwise provided in this Agreement, the Sales Order, or a SOW, Sales Orders are non-refundable and non-cancellable.

## 3. Subscription

- a) During the Subscription Term and subject to the terms and conditions of this Agreement, Customer may access and use the elements of the SaaS and Services which the Customer has ordered on a limited, non-exclusive, worldwide basis. 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.
- b) Cora reserves the right to implement new versions and upgrades of the SaaS including changes to the design, 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.
- c) 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

- a) The Customer has no right (and shall not permit any agents or other third party) to reproduce, modify, distribute, disassemble, decompile, or publicly display or perform the software included in the SaaS.
- b) Customer may not license, sell, transfer, assign, distribute, outsource or otherwise commercially exploit or make the SaaS available to any third party except as permitted by this Agreement or a Statement of Work or Sales Order.
- c) Customers and Users 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.

## 5. Supplier Duties

- a) Cora will support and maintain the SaaS for the Customer in accordance with the Service Level and Support Objectives.
- b) During the Subscription Term, Cora will meet the [Service Level and Support Objectives](#) which are hereby incorporated into this Agreement.

## 6. Fees and Payment

- a) The Customer will pay the fees that are indicated in the Sales Order.
- b) 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.
- c) Unless the Sales Order provides otherwise Professional Services, where applicable, will be invoiced separately and payment will be due upon receipt.
- d) All fees are non-refundable except as otherwise explicitly stated in the Sales Order or this Agreement.
- e) On each anniversary of the Subscription Start Date, the fees shall be subject to an uplift in line with Cora's then standard pricing.
- f) 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 the reasonable costs Cora incurs when collecting overdue fees. In any event, all fees must be paid prior to termination.
- g) Without limiting its other rights, if Customer fails to pay overdue payments after Cora has provided 2 delinquency notices and at least twenty days have passed 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, terminate the Subscription, and delete the Customer Data. In the event of early termination of the Agreement under this Clause 6G, the Customer shall not be entitled to a refund of any prepaid fees.
- h) 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.
- i) The Customer may, at any time, increase the number of Users or upgrade the support services. 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.
- j) 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

- a) 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.
- b) 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.
- c) 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

- a) In this Agreement "**Confidential Information**" means all information disclosed (whether in writing, orally or by any other means and whether directly or indirectly and whether specifically designated as 'confidential' or which ought reasonably be regarded as confidential) under or in connection with this Agreement by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**") whether before or after the date of this Agreement including, without limitation, information relating to the Disclosing Party's products, services, operations, processes, plans or intentions, product information, know-how, design rights, trade secrets, market opportunities and business affairs.
- b) During the Subscription Term and after termination of this Agreement for any reason the Receiving Party:
  - a. will not use Confidential Information for a purpose other than the performance of its obligations under this Agreement;
  - b. will not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or as permitted herein; and
  - c. shall make every effort to prevent the unauthorized use or disclosure of Confidential Information.
- c) During the Subscription Term the Receiving Party may disclose Confidential Information to any of its directors, officers, employees, 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. The Receiving Party shall be liable for Recipient's compliance with this Agreement.
- d) Confidential Information does not include information that (i) is in 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 (iv) is approved for release in writing by Discloser.

## 9. Professional Services

This Clause 9 shall apply only if one or more Professional Services are indicated in the Sales Order or the parties have entered into a SOW.

- a) If applicable, Cora shall use the Customer's equipment in accordance with any applicable permissions or third-party licences which have been notified to it in writing in advance.
- b) If applicable, any training should be taken advantage of no later than six (6) months after the date of the Sales Order.
- c) If training is to take place in person, then Customer is responsible for providing an appropriate location for training to take place as well as a computer connected to a projector and the internet. Customer is also responsible for inviting participants and ensuring they are present.
- d) Where applicable, Cora shall take all reasonable care to ensure that, in performing any Professional Services, it does not cause outage to the Customer's production environment and/or disrupt operations.

## 10. Change Management Process

- a) Any material change to the Services that may be requested by the Customer (the "**Change(s)**") shall be dealt with in accordance with the following procedure:
- b) the Customer will provide Cora with a written request detailing the proposed Change (the "**Change Request**") and as soon as possible following receipt of a Change Request Cora will provide the Customer with a Statement of Work detailing the implications of the proposed Change and a breakdown of the associated costs.
- c) the Customer must then notify Cora within thirty (30) Business Days if it wants to proceed with the Change whereby Cora will carry out the Change.

## 11. Subcontractors

Cora may retain subcontractors, including third party software suppliers, for the performance of obligations under this Agreement provided that Cora shall remain liable for the work of any subcontractors in the same manner as for its own work.

## 12. Chain of Communication

The Account Contact as indicated on the Sales Order shall be Cora's primary point of contact, for the purposes of this Agreement (except where otherwise provided). The Customer may change the Account Contact, at any time during the Subscription Term, by notice in writing.

## 13. Security

- a) 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 [Security Policy](#) as applicable from time to time which can be found on the Website.
- b) 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.

## 14. Terms of Service

- a) The Customer will co-operate to the fullest extent necessary to enable Cora to replicate any issues to determine that an issue resides with the SaaS, and to certify that the issue is corrected when necessary.
- b) Except with written permission from Cora, Customer shall not use the SaaS to store, transmit or process data that is subject to industry specific regulations or otherwise sensitive including credit card information, social security data, protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996 “HIPAA”), or special categories of personal data (as defined in the GDPR).
- c) 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.

## 15. Passwords

- a) The Customer shall ensure passwords provided in the registration process are securely stored and will 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.
- b) 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 cases, Customer shall immediately change the password in question.
- c) 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 avenue, Customer shall be liable to Cora for any loss or damage incurred by Cora unless Customer immediately notifies Cora upon suspicion that such an event has occurred.

## 16. Customer Obligations

The Customer shall notify Cora of any breach or suspected breach of the following Customer obligations:

- a) Customer shall comply with any security and administrative policies that are notified to it in relation to its use of the SaaS during registration, by email, or through posting on the Website.
- b) Customer shall ensure any contact and billing information provided in relation to this Agreement is correct and undertakes to update such information promptly if and when any change to such information occurs.
- c) Customer recognizes a User account may not be shared and is intended for use by only one individual User.
- d) 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.
- e) Customer is solely responsible for the lawfulness of the Customer Data including any content 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.

## 17. Personal Data

- a) The Customer acknowledges Users shall provide personal information in order to access and use the SaaS.
- b) To the extent Cora is considered to be a processor in relation to the Services, Cora shall fulfil its obligations in this regard in accordance with the GDPR and the Data Protection Act 2018 (“DPA”) and also accepts such assignment based on the instructions, terms and conditions in the SSA and the [Cora Data Protection Appendix](#) (“CDPA”) which is hereby incorporated into this Agreement.
- c) The Customer shall, in relation to its use of the Services, at all times process personal data in accordance with applicable data protection laws and regulations. Where Customer is considered to be a Data Controller within the meaning of the General Data Protection Regulation (“GDPR”) in its use of the Services, Customer shall in such event have the sole responsibility for the accuracy, quality, and legality of personal data and the means by which it was acquired.
- d) 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.

## 18. Warranties and Remedies

- a) Each party represents that it has validly entered into this Agreement with full power and authority.
- b) Cora warrants to the Customer that during the Subscription Term (i) the customers 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.
- c) 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.
- d) 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 COMMERCIALY 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.
- e) EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS CLAUSE 19, 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.



## 19. Liability

- a) 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.
- b) 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.

## 20. Indemnity

- a) 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 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:
  - i. Gives the Indemnitor prompt notice in writing of any Third-Party Claim;
  - ii. Give the indemnitor sole and exclusive right to control the defence and settlement of the Third-Party Claim, and
  - iii. Give the Indemnitor all reasonable assistance in the defence of such Third-Party Claim.
- b) 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.
- c) 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.
- d) 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.
- e) This Section 20 constitutes the exclusive remedy the parties’ have for any infringement claims or damages.

## 21. Supplier Permission

- a) 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 from their project sponsor or spokesperson about their reasons for signing with Cora and hopes for implementation.

- b) 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.
- c) 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.

## 22. Term and Termination

- a) 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 conditions unless notice is given by either party one hundred eighty (180) days prior to expiration. The Renewal Term is equal in length to the Initial Term unless otherwise stated in the Sales Order.
- b) A party (the "Initiating Party") may terminate this Agreement with immediate effect by written notice to the other party (the "Defaulting Party") on or at any time after the occurrence of one or more of the events specified below in relation to the Defaulting Party.
- c) The events are:
  - i. the Defaulting Party being in material breach of an obligation under this Agreement or any Sales Order or Statement of Work and, if the material breach is capable of remedy, failing to remedy the breach within thirty (30) days starting on the day after receipt of written notice from the Initiating Party giving details of the material breach (for the avoidance of doubt, a "material breach" is any breach that is not capable of remedy and/or is not remedied within thirty (30) days starting on the day after receipt of written notice by the Defaulting Party from the Initiating Party or such further period as may be agreed by the Parties hereto); or
  - ii. the Defaulting Party fails to make a payment to the Initiating Party of a sum that is properly due to that Party pursuant to this Agreement; or
  - iii. this Agreement shall terminate immediately if an order is made or an effective resolution is passed or any proceedings are taken for the winding up of either Party or a receiver, manager, examiner or liquidator is appointed over the whole or substantial part of either the Customer or Cora unless both parties agree in writing that this Agreement continues in effect.
- d) 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.

## 23. Government Restricted Rights

This clause 23 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 23 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.

## 24. Notices

Except for daily contact required between the Parties for the operation of the Agreement and except for as otherwise provided herein, any notice given under this Agreement shall be given in writing and sent to;

**For the Customer**

the Account Contact listed on the Sales Order.

**For Cora:**

[contracts@corasystems.com](mailto:contracts@corasystems.com)

## 25. Amendment

Cora may amend this Agreement from time to time to reflect changes in, among other things, regulations, laws, technology, and industry practices, provided any changes to the terms will not adversely impact the functionality and security of the SaaS and will provide notification to Customer thereof. Such an amendment shall be deemed accepted and become effective upon the earlier of thirty (30) days after such notice or Customer’s continued use of the Services (the “Proposed Amendment Date”). In case of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Customer’s next Renewal Term following the Proposed Amendment Date (unless Customer first terminates this Agreement pursuant to Clause 22 Term & Termination). Customer recognizes and agrees that Cora’s online privacy policy is not incorporated into this Agreement, and Cora may revise it at any time in its sole discretion, with or without following the procedure of this clause herein.

## 26. Force Majeure

- a) 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, lightning, 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).
- b) 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.

## 27. Assignment

- a) Neither party may assign this Agreement without the other's written consent, except that Cora may assign this Agreement to its Affiliate which is defined as any partnership, corporation, trust, or any other entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party ("Affiliate") or in connection with an acquisition, merger, re-organization, or sale of its assets or equity.
  - i. Authorized assignment of this Agreement releases and discharges the assignor of all rights, obligations, and liabilities pursuant to this Agreement related to acts and omissions after assignment.
  - ii. No assignment of this Agreement becomes effective unless and until the assignee agrees in writing to be bound by all the assigning party's obligations in this Agreement.
- b) The Customer may assign its Subscription to a third party only with written approval from Cora and at Cora's sole discretion. Cora may require written evidence that the third party accepts the terms and conditions of this Agreement.

## 28. Governing law and jurisdiction

- a) 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 Irish courts in any dispute or claim arising out of or in connection to this Agreement.
- b) The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.
- c) 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.

## 29. Entire Agreement

- a) 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, RFP's, 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.
- b) 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.

## 30. Export laws

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 (currently including Cuba, Iran, North Korea, Syria, the region of Crimea, and Sudan); b) Customer shall not use the SaaS in violation of any United States export embargo, prohibition, or restriction; and c) Customer is not prohibited from participating in United States export transactions.

## 31. General Terms

- a) 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.
- b) If any provision of this Agreement is deemed unenforceable for any reason, the unenforceable provision shall be amended to the extent permitted by law to achieve as nearly as possible the same intent and economic effect as the original provision and the remainder of the Agreement shall continue in full force and effect.
- c) There are no third-party beneficiaries to this Agreement.
- d) Nothing in this Agreement shall be interpreted as creating any joint venture, partnership, agency, or employment relationship between the parties.
- e) The Sales Order, CDPA, and other articles incorporated by reference herein form part of this Agreement.
- f) In the case of any conflict between the documentation, the order of precedence shall be as follows:
  - i. Cora Data Protection Appendix
  - ii. Sales Order
  - iii. Subscription Services Agreement
  - iv. Statement of Work

## 32. Definitions

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

**“Business Day(s)”/ “Working Day(s)” Working Hours”** means Monday to Friday 8.30 am to 6.00 pm GMT excluding the 17<sup>th</sup> of March, the first Monday in August, the last Monday in October, the 24<sup>th</sup> and 31<sup>st</sup> of December and 1<sup>st</sup> of January.

**“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.

**“Documentation”** means collectively, the Cora Data Processing Appendix, the Security Policy, the Subscription Services Agreement, and any other Cora documents that are incorporated into the Customer’s Sales Order.

**“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 analyst 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 Cora pricing document that has been issued by Cora and executed by Customer which indicates the items and/or services to which the customer has subscribed.

**“SaaS”** means, collectively, the Cora PPM online application and any additional modules to which the Customer has subscribed, and Cora SPM online application and any additional modules to which the Customer has subscribed, each as described in its applicable documentation 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** 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 in this Agreement are inserted for convenience only and shall not affect its construction. 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.
- b) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- c) Unless the context otherwise requires, words in the singular include the plural and, in the plural, include the singular.
- d) 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.
- e) This Agreement may be executed in any number of counterparts.