

---

## SOLJIT TERMS AND CONDITIONS

THESE SOLJIT SERVICE TERMS AND CONDITIONS (the “Agreement”) ARE A LEGAL AGREEMENT BETWEEN SOLJIT AND ITS CUSTOMER. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING A ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY TAKING ANY STEPS TO SETUP, CONFIGURE, INTEGRATE WITH, OR USE THE SERVICE, CUSTOMER AGREES TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT AND WARRANT THAT: YOU ARE DULY AUTHORIZED TO ACCEPT THIS AGREEMENT ON SUCH ENTITY’S BEHALF AND TO BIND SUCH ENTITY. IN SUCH A CASE, REFERENCES TO “CUSTOMER” IN THIS AGREEMENT SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE THE AUTHORITY OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU MAY NOT USE THE SERVICE.

EXCEPT WITH SOLJIT’S PRIOR WRITTEN CONSENT IN EACH INSTANCE, CUSTOMER MAY NOT ACCESS THE SERVICE IF CUSTOMER SELLS, LICENSES, DISTRIBUTES OR MARKETS A SIMILAR PRODUCT OR SERVICE (“COMPETITOR”). ACCORDINGLY, BY ACCEPTING THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE NOT A COMPETITOR.

SOLJIT MAY MODIFY THIS AGREEMENT OR OTHER TERMS REFERENCED IN THIS AGREEMENT AT SOLJIT’S DISCRETION AT ANY TIME BY POSTING THE CHANGES ON SOLJIT’S WEBSITE, BY SENDING NOTICE VIA AN EMAIL TO THE EMAIL ADDRESS CUSTOMER PROVIDES UPON REGISTRATION, BY INCLUDING A MESSAGE ON AN INVOICE, OR BY ANY OTHER NOTICE METHOD AS WOULD REASONABLY COME TO CUSTOMER’S ATTENTION. CUSTOMER’S SOLE RECOURSE IF IT DOES NOT ACCEPT THE MODIFICATION IS TO TERMINATE THE SERVICE IN ACCORDANCE WITH SECTION 10. THE REVISED AGREEMENT WILL BECOME EFFECTIVE FIVE (5) DAYS FOLLOWING CUSTOMER NOTIFICATION UNLESS CUSTOMER EXPRESSLY ACCEPTS THE REVISED AGREEMENT EARLIER. CUSTOMER’S CONTINUED ACCESS TO AND USE OF THE SERVICE AFTER THE MODIFICATION HAS COME INTO EFFECT CONSTITUTES ITS ACCEPTANCE OF THE MODIFICATION AND CUSTOMER AGREES THAT (I) CUSTOMER WILL BE DEEMED TO HAVE ACCEPTED THE MODIFICATION, WITH NO ADDITIONAL WRITTEN AGREEMENT OR EXPRESS ACKNOWLEDGEMENT REQUIRED; AND (II) CUSTOMER WILL CONTINUE TO BE RESPONSIBLE FOR APPLICABLE FEES UNLESS CUSTOMER TERMINATES THIS AGREEMENT IN ACCORDANCE WITH SECTION 10. CUSTOMER IS RESPONSIBLE FOR REGULARLY REVIEWING THE SOLJIT WEBSITE FOR ANY MODIFICATION TO THIS AGREEMENT.

### 1. DEFINITIONS

“Account” means a unique account established for Customer’s use by SOLJIT.

“Administrator” means Customer’s employee(s) or authorized agent(s) designated as the Customer contact for management and support of the Service.

“Affiliate” means any entity that controls, is controlled by or is under common control with a party to this Agreement, where control means, for purposes of this definition, with respect to any

---

entity, the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

“Confidential Information” means all information disclosed by a party (the “Discloser”) to the other party (the “Recipient”) as set forth in Section 15.

“Data” means any data transmitted or provided to SOLJIT by or on behalf of Customer, Users or Participants, in its use of the Service. Data includes all Documents initiated, signed, and/or stored through the Service and report content relating thereto.

“Document” means a single file representing a form, document or other record, not to exceed 10 megabytes of Data (the “Document Limit”), and capable of being viewed, electronically signed, sent or received or stored through the Service.

“Documentation” means the written product guides, manuals and information published and made generally available by SOLJIT to its customers at <https://www.soljit.com>, but excluding links to any information or data at a different URL.

“SOLJIT” means the SOLJIT entity that Customer has ordered the Service and/or Professional Services from pursuant to an order form.

“SOLJIT ” means the SOLJIT Expensify to Sage connector service as described in this Agreement.

“Evidence Summary Report” refers to a SOLJIT summary, which includes data related to the Document review and signing process, such as time and date, actions incorporated into the pages, IP addresses and other related metadata.

“Expenses” means any reasonable out-of-pocket costs and fees, actually incurred by SOLJIT and approved by Customer, while providing Professional Services to Customer, including fees and costs related to travel, lodging, and meals.

“Malicious Code” means viruses, spiders, worms, time bombs, trojan horses and other harmful or malicious code, instructions, files, scripts, agents or programs or any other code intended to cause harm or disruption to computer systems.

“Named User” means Customer’s employee or agent who has been configured to get their approved Expensify licenses synchronized to Sage.

“Order Form” means an ordering document or online order form incorporating this Agreement by reference and executed by the parties identifying the Service and any usage limitations.

“Personal Data” means any information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual. Data may contain Personal Data.

---

“Professional Services” means any consulting, implementation or configuration services to be performed by SOLJIT and described in an Order Form or Statement of Work (“SOW”) executed by the parties.

“Service” means SOLJIT purchased by Customer pursuant to an Order Form.

“Support Service” means telephone help desk or email support available to Customer during SOLJIT’s normal business hours as described in this Agreement.

“System” means the SOLJIT website, the computer equipment including the servers, software, and other technology, used by SOLJIT to provide the Service.

“Term” means the period of time set forth in the Order Form for which Customer subscribes to the Service.

“Users” means collectively the Administrator(s) and Named User(s).

## **2. SERVICE TERMS**

2.1. Non-Exclusive Right to Use. Subject to this Agreement and the terms of the applicable Order Form, SOLJIT makes the Services available to Customer on a non-exclusive subscription basis. Customer may grant access to the Services to its Named Users.

2.2. Account Creation; Access. Upon execution of the Order Form, SOLJIT will establish an Account. Data will be stored at the data center specified in the Order Form, or within the data center SOLJIT deems optimal if not otherwise specified in the Order Form. The Administrator shall be responsible for administering the Account, including the assignment and maintenance of Named User usernames and passwords. Customer (i) remains responsible for any access to the Service through the Account, (ii) is obligated to protect and not to disclose to third parties the usernames and passwords it establishes for its Account, and, (iii) shall take reasonable steps to ensure that each User abides by the terms and conditions of this Agreement. If Customer becomes aware of any suspected or actual violation of the Service and/or System, abuse, unauthorized use or access, Service vulnerability, security incident, confidentiality or privacy breach, then Customer shall promptly notify SOLJIT customer support at [support@SOLJIT.com](mailto:support@SOLJIT.com).

2.3. Trial, Preview or Sandbox Use. If Customer is participating in Sandbox, Preview or Trial use of the Service as indicated in an Order Form or via an online website, SOLJIT will make the Service available to Customer until the earlier of (a) the end of the free Sandbox, Preview or Trial use period as indicated on the Order Form, (b) the start date of any Order Forms executed by Customer for productive use of the Service, or (c) cessation or suspension of the Service at SOLJIT’s option. Any such Sandbox, Preview or Trial use of the Service is provided for testing purposes only. Accordingly, Customer will not, and will not permit any other Users, or enable any other party, to process Customer production Data during such Sandbox, Preview or Trial use of the Service. Any Data or Personal Data provided to SOLJIT through the Sandbox, Preview or Trial use of the Service is not subject to sections 5 and 6 of this Agreement and is not recoverable or available upon the expiration or termination of the aforementioned period. NOTWITHSTANDING SECTION 11, DURING THE SANDBOX, PREVIEW OR TRIAL PERIOD THE SERVICE IS PROVIDED “AS-IS”, WITHOUT ANY WARRANTY, SERVICE LEVELS, LIABILITY OR INDEMNITY OBLIGATIONS PROVIDED BY SOLJIT.

---

### **3. PROVISION OF THE SERVICE**

SOLJIT shall use commercially reasonable efforts to make the Service available to Customer pursuant to this Agreement on a 24/7 basis. Nothing contained herein shall limit SOLJIT's right to grant access or otherwise distribute or make available the Service, in whole or in part, to any third party. SOLJIT shall provide technical support to two (2) Administrators responsible for Customer side support and the coordination of technical requests for the use of the Service, and provide Professional Services, if any, purchased by Customer. Changes related to Customer's Administrators may be notified to SOLJIT in writing. Customer will be solely responsible for providing all support to Named Users and Participants.

### **4. PROFESSIONAL SERVICES**

4.1. Provision of Professional Services. From time to time, SOLJIT may provide Professional Services to Customer as described in an Order Form or a SOW which incorporates this Agreement by reference. Unless provided otherwise on an Order Form or a SOW, Customer shall pay SOLJIT: (i) a fee for such Professional Services at SOLJIT's then-current rates and (ii) all Expenses incurred by SOLJIT.

4.2. Obligations. In connection with the Professional Services, Customer will (i) cooperate with SOLJIT, (ii) provide SOLJIT such assistance as SOLJIT may reasonably request; and (iii) fulfill its responsibilities set forth in the project plan. Customer will appoint a contact to the SOLJIT project manager responsible for the project. The Customer contact, or a designated alternate, must be available on site or by phone at all times that Professional Services are being provided and shall be knowledgeable with respect to the project plan. Customer will provide SOLJIT accurate and complete information necessary for the implementation of the project. Customer will pay SOLJIT's then-current standard rates for any remedial work resulting from inaccurate or incomplete information provided by Customer. Professional Services will be performed remotely or on site as agreed between the parties. Customer must notify the SOLJIT project manager promptly of any problem, deficiency or dissatisfaction with respect to the delivery of Professional Services. Customer acknowledges and agrees a delay of more than forty-eight (48) hours in any phase of the Professional Services as set forth in a project plan related to an act or omission of Customer, including but not limited to Customer's failure to fulfill its obligations here in or listed in the project plan, may result in the delay of the scheduled completion or other phases of the project. Customer agrees to pay SOLJIT compensation for the extended work at SOLJIT's then standard rates for the required personnel. Customer will not be responsible for compensating for any extension period that is caused by circumstances solely within SOLJIT's control. All unused prepaid Professional Services shall expire one (1) year from the relevant Order Form Effective Date or SOW and shall be forfeited without refund or credit to Customer.

### **5. DATA SECURITY**

SOLJIT has implemented administrative, technical and physical safeguards to protect the security, confidentiality and integrity of the Data in its possession. Without limiting the above, SOLJIT shall not: (i) modify the Data; or (ii) disclose the Data to third parties, except as necessary to perform the Service, or as expressly permitted by Customer in this Agreement or otherwise in writing. If this Agreement is terminated pursuant to Section 9, SOLJIT may delete Customer's Data from the Service after the termination or expiration of this Agreement or upon Customer's earlier written request.

---

## 6. USE BY AFFILIATES

Customer may: (a) use the Service in connection with its Affiliate's business within the limitations applicable to Customer; or (b) allow one or more of its Affiliates access to the Service solely to the same extent as granted to Customer in this Agreement, provided Customer is authorized to bind such Affiliate. Customer shall notify SOLJIT of Customer's Affiliate's intent to use the Service at least thirty (30) days prior to permitting access. Customer shall ensure that each of its Affiliates using the Service receives a copy of, and complies with this Agreement. If Affiliate and SOLJIT enter into a separate Order Form for Affiliates use of the Service, then Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Customer shall remain liable to SOLJIT for any breach of this Agreement by its Affiliates.

## 7. PROPRIETARY RIGHTS

7.1. Exclusive Ownership; Restrictions. All trademarks, service marks, patents, copyrights, trade secrets and all other intellectual property, moral rights and proprietary rights in and to the Service and/or documentation accompanying the Service are and will remain the exclusive property of SOLJIT or its licensors, whether or not specifically recognized or perfected under applicable law. Customer will not take any action that jeopardizes SOLJIT's or its licensors' proprietary rights or acquire any right in the Service or accompanying documentation except the limited use rights expressly set forth in this Agreement. Customer shall not (i) modify, copy, display, republish or create derivative works based on the Service, the underlying software or any content; (ii) frame, scrape, link to or mirror any content forming part of the Service; (iii) reverse engineer the Service or the underlying software; or (iv) access the Service or allow others to access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

7.2. Rights in Data. As between Customer and SOLJIT, Customer owns all Data. Customer hereby grants to SOLJIT a non-exclusive, worldwide, sub-licensable right to use the Data to the extent necessary to perform the Service or as expressly permitted by Customer in this Agreement or otherwise in writing.

7.3. Suggestions. To the extent Customer provides or otherwise communicates any suggestions, enhancement requests, recommendations or otherwise provides feedback on the Services (collectively, "Comments"), Customer hereby grants SOLJIT a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual, unrestricted license to use and/or incorporate the Comments and all underlying ideas contained in the Comments into the Service (or other product offerings) and create any derivative works thereof.

7.4. Intellectual Property. Customer acknowledges that all intellectual property rights or other proprietary rights in or to any deliverables that SOLJIT may create for Customer, in the course of providing Professional Services or otherwise, are and will remain the exclusive property of, and solely owned by, SOLJIT or its licensors. SOLJIT grants to Customer a royalty-free license to use and execute the deliverables solely in connection with Customer's use of the Service as permitted in this Agreement.

## 8. PAYMENT TERMS



8.1. Fees. Customer agrees to pay all fees set forth in the applicable Order Form for the Service (“Subscription Service Fees”) or in any SOW (“Professional Services Fees”) (collectively, “Fees”) for Customer’s use of the Service within thirty (30) days from invoice date. Customer shall remit payment in U.S. dollars unless specifically authorized in another currency in the Order Form. Customer’s non-use of the Service will not be deemed a basis for refusing to pay any Fees invoiced by SOLJIT in accordance with this Agreement. Upon Customer’s failure to pay any Fee when due, SOLJIT reserves the right to (i) immediately suspend the Service until all amounts due are paid to SOLJIT; and/or (ii) terminate this Agreement within thirty (30) days after the unpaid invoice is due. All amounts due and unpaid shall bear interest at the rate of one and a half percent (1.5%) per month or the legal rate allowed by law, whichever is higher. Customer’s insolvency shall accelerate the date of all payments and render any committed Fees immediately due and payable.

8.2. Taxes. In addition to the Fees, Customer shall pay any applicable taxes. Subscription Service and Professional Services Fees are exclusive of taxes, duties and similar assessments in any jurisdiction based on gross revenue, delivery, possession and/or use of the Services, or the execution of performance of this Agreement, except on net income, net worth or franchise taxes assessed on SOLJIT. Subject to these exceptions, Customer will pay all customs duties, taxes and similar governmental charges or provide SOLJIT with a certificate of exemption acceptable to the appropriate taxing authority. Should the Fees payable to SOLJIT be subject to withholding tax or any deduction within the Customer’s jurisdiction, Customer agrees that the payment may be increased by such an amount to ensure that SOLJIT receives and retains the net fee it would have received had no such withholding or deduction been made.

8.3. Automated Billing. If Customer has provided a credit card or debit card (the “Payment Card”) to SOLJIT as part of Customer’s account setup for Customer’s preauthorized payments, Customer authorizes SOLJIT to charge Customer’s Payment Card for all outstanding Fees and outstanding account balances due under the Agreement. If Customer’s preauthorized payment fails, SOLJIT may immediately deactivate Customer’s account without notice and collect Fees owing using other collection mechanisms. Customer is solely responsible for all Fees incurred under its Account. If Customer has subscribed to the Service via SOLJIT’s website portal, then Customer shall (a) keep the billing, payment card and payment information Customer provides to SOLJIT (including name, credit card number and expiry date, mailing address, email address and telephone number) accurate and up to date; (b) promptly advise SOLJIT if Customer’s payment card information changes due to loss, theft, cancellation or otherwise and be responsible for any Fees submitted before SOLJIT could reasonably act on Customer notice; (c) remain liable for failure to pay any Fees owed to SOLJIT due to Customer’s failure to provide SOLJIT with up to date billing information. Additionally, Customer agrees that it must contact SOLJIT support department within thirty (30) days of the charge date, if Customer has any questions regarding any Fees that have been applied to Customer’s account.

## **9. TERM AND TERMINATION**

9.1. Term. The term of this Agreement will commence on the Effective Date and will end on the expiration date of the last outstanding Order Forms then in effect, unless terminated earlier pursuant to the other provisions of this Section 10 (“Term”).

9.2. Order Form Non-Renewal. Either party may cancel and terminate an upcoming Order Form Renewal Term by providing prior written notice at least sixty (60) days prior to the expiration date of such Order Form. If no such notice is received, then the Service will automatically renew

---

for additional periods of the same length (each a “Renewal Term”) at the then current rates for the Subscription Service Fees.

9.3. Automatic Renewal for Customers Subscribing via SOLJIT website. After the initial term, the Service will automatically renew for Renewal Terms of the same length, unless Customer terminates the Service by notifying SOLJIT at least ninety (60) days in advance of the anniversary of a Renewal Term. By purchasing the Service, Customer authorizes SOLJIT and its Affiliates to automatically charge Customer’s Payment Card upon the expiration of the initial term, or any Renewal Term thereof, at the prices in effect at the time of renewal as published on SOLJIT’s website (plus applicable taxes), without any additional action by Customer. Customer may cancel the automatic renewal feature at any time by contacting Customer Support at [support@SOLJIT.com](mailto:support@SOLJIT.com). Automatic renewals are not eligible for promotions or discounts. If Customer cancels prior to the expiration of the then current Term, Customer will not be entitled to a refund for any amounts prepaid and/or committed for the Service.

9.4. Termination for Convenience. Subject to Section 10.7, Customer may terminate any Order Form for convenience with thirty (30) days’ notice by notifying SOLJIT in writing of its desire to terminate the Service. Termination of an Order Form is effective on the date Customer specifies in such notice.

9.5. Termination for Cause. Without limiting other remedies, either party may terminate this Agreement upon written notice if the other party materially breaches this Agreement and such breach is incapable of cure; or being capable of cure, remains uncured for thirty (30) days after the breaching party receives detailed written notice thereof.

9.6. Termination for Insolvency. Either party may terminate this Agreement by written notice to the other party if the other party (i) becomes insolvent or admits inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.7. Effect of Expiration; Termination. The Service will terminate as of the effective date of termination of the applicable Order Form. Notwithstanding anything set forth herein, termination or non-renewal of any Order Form shall not relieve Customer of its obligation to pay any Subscription Service or Professional Services Fees accrued or payable for the current Term or any future committed Term. Termination of this Agreement will not prejudice or affect any right of action or remedy which will have accrued to SOLJIT up to and including the effective date of termination of the Agreement. For thirty (30) days following the termination or expiration of an Order Form, Customer may retrieve Data and delete stored copies.

## **10. REPRESENTATIONS AND WARRANTIES**

10.1. Mutual Representations and Warranties. Each party represents and warrants to the other that: (i) it has the full power and legal authority to enter into this Agreement and perform its obligations hereunder and the consent of a third party is not necessary for this Agreement to be

binding on the parties; and (ii) each person signing this Agreement on behalf of an entity is duly authorized to bind such entity.

10.2. SOLJIT's Warranties. SOLJIT warrants that (i) the Service will conform to the Documentation, and (ii) it shall be responsible for the performance of its subcontractors.

10.3. Customer's Warranties. Customer warrants that: (i) it has not falsely identified itself nor provided any false information to gain access to and use of the Service and SOLJIT's Confidential Information; (ii) it has obtained all necessary consents from relevant individuals in accordance with applicable laws in order to provide the Data to SOLJIT and process the Data with or through the Service in the manner described in this Agreement; (iii) it will not transfer to SOLJIT nor store any protected health information (as defined under the HIPAA Administrative Simplification Regulations at: 45 C.F.R. § 160.103) within the Service, unless explicitly permitted in the applicable Order Form signed by both parties.

## **11. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY**

11.1. WARRANTY LIMITATIONS. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 10, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" AND ANY AND ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICE, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING OR OTHERWISE, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, INTEGRITY OF DATA, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED.

### **11.2. LIMITATION OF LIABILITY**

11.2.1. NEITHER PARTY NOR ITS AFFILIATES, LICENSORS OR SUPPLIERS SHALL, UNDER ANY CIRCUMSTANCES, HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, RELIANCE, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR PROFITS, LOST OR DAMAGED DATA, SERVICE DOWNTIME, CHANGE IN IP ADDRESS, BUSINESS INTERRUPTION, REPLACEMENT OR RECOVERY COSTS OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER THEY ARE FORESEEABLE OR UNFORESEEABLE, AND WHETHER ARISING OUT OF BREACH OR FAILURE OF AN EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE.

11.2.2. EXCEPT FOR CLAIMS UNDER SECTION 12 (INDEMNITY), OR FOR A BREACH OF ITS OBLIGATIONS UNDER SECTION 14 (CONFIDENTIAL INFORMATION), IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF SOLJIT AND ITS AFFILIATES FOR ANY AND ALL CLAIMS, ACTIONS OR PROCEEDINGS BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, STATUTORY DUTY, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICE IN THE



---

TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

## 12. INDEMNITY

12.1. SOLJIT Indemnity. If any claim, suit, proceeding, or action is brought by any third party (“Claim”) against Customer claiming that the Service infringes a patent, trade secret or copyright, SOLJIT will indemnify and defend Customer at SOLJIT’s expense and pay the liabilities, damages and costs, including reasonable attorney’s fees (“Losses”) finally awarded by a court of competent jurisdiction or agreed upon by SOLJIT in any settlement (including reasonable attorneys’ fees), provided (i) Customer notifies SOLJIT promptly upon learning that the claim may be asserted, (ii) SOLJIT has sole control over the defense of the claim and any negotiation for its settlement or compromise, and (iii) Customer takes no action that, in SOLJIT’s reasonable judgment, is contrary to its interests. If a claim may or has been asserted, Customer will permit SOLJIT, at SOLJIT’s option and expense, to (x) procure the right to continue using the Service, (y) replace or modify the Service to eliminate the infringing component while providing functionally equivalent performance, or (z) refund on pro rata basis to Customer the Subscription Service Fees actually paid to SOLJIT for such Service but unused by Customer. SOLJIT will have no indemnity obligation to Customer if the patent, trade secret or copyright infringement claim is based on or arising from (aa) the combination, operation, or use of the Service with products, services, software programs, hardware, data, equipment, or other items or products not supplied by SOLJIT; (bb) Customer required configuration, designs and specifications; or (cc) any claim resulting from or related to the Documents or Data. This Section 12.1 sets forth Customer’s sole and exclusive remedy and SOLJIT’s sole and exclusive liability for any actual or alleged infringement or misappropriation claim related to the Service.

12.2. Customer Indemnity. Customer agrees to indemnify and defend SOLJIT and its Affiliates, and their respective officers, directors, employees and agents from and against any Claims and pay any Losses, arising out of or in connection with Customer’s violation of any intellectual property or privacy rights of any third party or SOLJIT. Promptly upon receiving notice of a claim, SOLJIT shall (i) give Customer prompt written notice of the claim; (ii) give Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle or defend any claim unless it unconditionally releases SOLJIT of all liability and does not impose any monetary obligation or disruption to the Service); and (iii) provide to Customer, at Customer’s cost, all reasonable assistance in the defense or settlement of such claim.

## 13. INSURANCE

SOLJIT shall maintain throughout the Term, at its expense, insurance coverage in commercially reasonable amounts, duration and types relevant to its business and operations.

## 14. CONFIDENTIAL INFORMATION

14.1. Confidential Information. Confidential Information, as used in this Agreement shall mean all information disclosed by either party (“Discloser”) directly or indirectly in any form whatsoever, including but not limited to, written, oral or visual, in machine readable or other tangible form, relating to its business. Confidential Information includes but is not limited to patents, trade secrets, research and development plans, current and future products, product pricing, customers lists, markets, business plans, financial data, contractual terms, documentation, records, studies, reports, know-how, test results, software, and software source

code. Confidential Information does not include any information that: (a) was known to Recipient before receiving it from Discloser; (b) is independently developed by Recipient without use of or reference to any Confidential Information of Discloser; (c) is acquired by Recipient from another source that did not receive it in confidence from Discloser to this Agreement; or (d) is or becomes part of the public domain through no fault or action of Recipient.

14.2. Protection of Confidential Information. Recipient shall use no less than reasonable means, to prevent the disclosure and to protect the confidentiality of the Confidential Information of Discloser. Discloser agrees that it will not knowingly disclose to a third party, except on a need-to-know basis to its attorneys, auditors and consultants who are under confidentiality obligations at least as restrictive as contained herein or use Recipient's Confidential Information, except for the purposes of this Agreement and as authorized in this Agreement. Each party may disclose Confidential Information to its Affiliates in connection with the performance or administration of its obligations under this Agreement. While maintaining the confidentiality of Customer's Confidential Information pursuant to this Agreement, Customer hereby permits SOLJIT to gather and use Service usage data for business intelligence purposes, including for SOLJIT to develop new features or functionalities that will benefit users of the Service.

14.3. Required Disclosure. If Recipient is required by law to disclose Discloser's Confidential Information or the terms of this Agreement other than as permitted under Section 15.1, Recipient will give prompt written notice to Discloser before making the disclosure, unless prohibited from doing so by the legal or administrative process, and assist the Discloser to obtain where reasonably available an order protecting the Confidential Information from public disclosure.

14.4. Remedies. Recipient acknowledges that any actual or threatened breach of this Section 14 may cause irreparable, non-monetary injury to the Discloser, the extent of which may be difficult to ascertain. Accordingly, the Discloser is entitled to (but not required to) seek injunctive relief in addition to all remedies available to the Discloser at law and/or in equity, to prevent or mitigate any breaches of this Agreement or damages that may otherwise result from those breaches. Absent written consent of the Discloser to the disclosure, the Recipient, in the case of a breach of this Section 14, has the burden of proving that the Discloser's Confidential Information is not, or is no longer, confidential and that the disclosure does not otherwise violate this Section 14.

## **15. FORCE MAJEURE**

Except for Customer's payment of Fees, neither party is liable for delay in the performance of its duties, obligations or responsibilities hereunder due to force majeure. A force majeure impediment is an unforeseen event which occurs after acceptance of orders, and which is beyond a party's reasonable control, such as strikes, blockade, war, mobilization, natural disaster, refusal of license by government or other stipulations or restrictions by the authorities, Internet service provider failures, delays or availability issues (including downtime or service outages) or any other similar or dissimilar cause beyond the control of a party (collectively, a "Force Majeure Event").

## **16. MISCELLANEOUS**

16.1. Trade Controls. Customer acknowledges that the Service and related technical information, documents and materials are provided by SOLJIT hereunder subject to compliance

with Canadian, United States and European Union export controls and trade sanctions laws and regulations (“Trade Controls”). Customer shall: (i) comply strictly with the legal requirements established under these Trade Controls with respect to its access to, use and disposition of the Service and related technical information, documents and materials; (ii) cooperate with SOLJIT in any audit or inspection that relates to these Trade Controls; (iii) not use, make available, provide or otherwise deal, directly or indirectly, with the Service or any related technical information, documents or materials, in, in connection with, or for the benefit of any destination, company or person restricted or prohibited by these Trade Controls including, but not limited to, persons in Cuba, the Crimea region of Ukraine, Iran, North Korea, Sudan or Syria, and any prohibited end-users targeted under applicable Trade Controls.

16.2. Notices. Any notice required or permitted in this Agreement must be in writing and must be given by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the party’s address specified in this agreement, or to the address that a party has notified to be that party’s address for the purposes of this section. Notice given in accordance with this agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth Business Day following mailing or by electronic mail (but, in the case of electronic mail must be sent to [legal@SOLJIT.com](mailto:legal@SOLJIT.com), only if followed by transmittal by national overnight courier or hand for delivery on the next Business Day).

16.3. Entire Agreement. Except as otherwise specifically agreed by the parties, this Agreement and any applicable Order Forms, constitutes the entire agreement between the parties with respect to the Service, and this Agreement supersedes any other agreement or discussions, oral or written, and may not be changed except by a written signed agreement. SOLJIT shall not be bound by any other provisions in Customer’s purchase orders, online procurement or invoicing portals or other documents which are inconsistent with or in addition to the provisions hereof, except when expressly agreed to in writing by an authorized representative of SOLJIT. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form or Statement of Work, the terms of this Agreement shall prevail over such addendum, Order Form or Statement of Work.

16.4. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, either in its entirety or in a particular application, such provision or unenforceable portion shall be severed from this Agreement and the other provisions shall remain in full force and effect.

16.5. No Waiver. Any amendment or waiver of any terms and conditions in this Agreement and in any Order Form shall be binding only when agreed to by the parties in writing.

16.6. Assignment. Customer may not assign or transfer its rights or duties in whole or in part to a third party without the written consent of SOLJIT. Any waiver or modification of this Agreement shall be in writing and signed by SOLJIT.

16.7. Applicable Law and Venue. This Agreement shall be governed by and interpreted in accordance with the laws of the jurisdiction where the SOLJIT entity is located. The courts in the jurisdiction where the SOLJIT entity is located shall have sole and exclusive jurisdiction over any action, claim, demand, proceeding or lawsuit whatsoever arising under or in relation to this Agreement or its subject. The parties exclude from this Agreement the application of the United Nations Convention on Contracts for the International Sale of Goods. SOLJIT may seek

---

injunctive relief or file for collection of debt in courts with appropriate jurisdiction as may be necessary.

16.8. Survival. The terms, conditions and warranties contained in this Agreement which by their nature and context are intended to survive the performance hereof shall so survive the expiration or termination of this Agreement.

16.9. Choice of Language. The parties confirm that it is their wish that this Agreement, as well as all other documents relating hereto, including all notices, be drawn up in the English language only. Les parties aux présentes confirment leur volonté que cette convention, de même que tous les documents, y compris tout avis, qui s'y rattachent, soient rédigés en langue anglaise.

16.10. Counterparts and Electronic signatures. This Agreement may be executed in any number of counterparts, where all such counterparts taken together will be deemed to constitute one and the same instrument. A signed copy of this Agreement delivered by electronic signature, facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

---