

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the “Agreement”) is entered into by and between Anduin Transactions, Inc. (“Anduin”) and the customer named in the relevant Order Form (as defined below) (the “**Customer**”). The parties hereby agree as follows:

1. DEFINITIONS

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

- (a) “**Administrative Users**” means personnel of Customer administering Customer and End Users’ use of the SaaS Services.
- (b) “**Anduin Management Data**” means data accumulated in Anduin’s problem management database, other than personal data.
- (c) “**Customer Content**” means all data and materials provided by Customer and End Users to Anduin for use in connection with the SaaS Services, including, without limitation, customer applications, data files and graphics, excluding any Anduin Management Data.
- (d) “**Documentation**” means the user guides, online help, release notes, training materials and other documentation provided or made available by Anduin to Customer regarding the use or operation of the SaaS Services.
- (e) “**End User**” means Customer’s end customer user of the SaaS Services.
- (f) “**End User Data**” means personal data of End Users of Anduin’s SaaS Services and Software other than Customer, made available to Anduin by such users.
- (g) “**Host**” means the computer equipment on which the Software is installed, which is leased and operated by Anduin or its subcontractors.
- (h) “**Maintenance Services**” means the support and maintenance services provided by Anduin to Customer pursuant to this Agreement and Exhibit 1.
- (i) “**Order Form**” is a written document which is generated by Anduin and attached to this Agreement or executed separately by Anduin for Customer for the purpose of purchasing SaaS Services under the terms and conditions of this Agreement.
- (j) “**Other Services**” means all technical and non-technical services performed or delivered by Anduin under this Agreement, including, without limitation, implementation services and other professional services, training and education services but excluding the SaaS Services and the Maintenance Services. Other Services will be provided on a time and material basis at such times or during such periods as may be specified in a Schedule and mutually agreed to by the parties. All Other Services will be provided on a non-work for hire basis.
- (k) “**SaaS Services**” refer to the specific Anduin’s internet-accessible service identified in a Schedule that provides use of Anduin’s fund subscription management Software, which aids Customer with its funding, formational and organizational needs and permits End Users to submit content to Customer, that is hosted by Anduin or its services provider and made available to Customer and its End Users over a network on a term-use basis.

- (l) “**Security Event**” means an unauthorized or unlawful processing, disclosure, loss, alteration or destruction of, or access or damage to, any Customer Content.
- (m) “**Software**” means the object code version of any software to which Customer is provided access as part of the SaaS Services, including any updates or new versions.
- (n) “**Subscription Term**” shall mean that period specified in an Order Form during which Customer will have on-line access and use of the Software through the SaaS Services.

2. SAAS SERVICES

- 2.1 During the Subscription Term, Customer will receive a non-exclusive, non-assignable, royalty-free, worldwide right to access and use the SaaS Services solely for their internal business operations subject to the terms of this Agreement.
- 2.2 Customer acknowledges that:
 - (a) this Agreement is a services agreement and Anduin will not be delivering copies of the Software to Customer as part of the SaaS Services;
 - (b) Customer agrees that it will not acquire any license to use any Anduin programs except for the SaaS Services for the duration set out in the applicable Order Form; and
 - (c) that upon the end of this Agreement or the services thereunder, Customer’s right to access or use the SaaS Services shall terminate.

3. RESTRICTIONS

Customer shall not, and shall not permit anyone to: (i) copy or republish the SaaS Services or Software, (ii) make the SaaS Services available to any person other than authorized users, (iii) use or access the SaaS Services to provide service bureau, time-sharing or other computer hosting services to third parties, (iv) modify or create derivative works based upon the SaaS Services or Documentation, (v) remove, modify or obscure any copyright, trademark or other proprietary notices contained in the Software used to provide the SaaS Services or in the Documentation, (vi) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of the Software used to provide the SaaS Services, except and only to the extent such activity is expressly permitted by applicable law or (vii) access the SaaS Services or use the Documentation in order to build a similar or competitive product. Subject to the limited licenses granted under this Agreement, Anduin shall own all rights, title and interest in and to the Software, services, Documentation, and other deliverables provided under this Agreement, including all modifications, improvements, upgrades, derivative works and feedback related thereto and intellectual property rights therein. Customer agrees to assign, and undertake any measures to ensure that, all rights, title and interest it may have in the foregoing to Anduin.

4. CUSTOMER RESPONSIBILITIES

- 4.1 Assistance. Customer shall provide commercially reasonable information and assistance to Anduin to enable Anduin to deliver the SaaS Services. Upon request from Anduin, Customer shall promptly deliver Customer Content to Anduin in an electronic file format specified and accessible by Anduin and mutually agreed upon. Customer acknowledges that Anduin’s ability to deliver the SaaS Services in the manner provided in this Agreement may depend upon the accuracy and timeliness of such information and assistance.
- 4.2 Compliance with Laws. Customer shall comply with all applicable local, state, national and foreign laws in connection with its use of the SaaS Services, including those laws related to data

privacy, international communications and the transmission of technical or personal data. Customer acknowledges that Anduin exercises no control over the content of the information transmitted by Customer or its users through the SaaS Services. Customer shall not upload, post, reproduce or distribute any information, software or other material protected by copyright, privacy rights, or any other intellectual property right without first obtaining the permission of the owner of such rights.

- 4.3 Unauthorized Use; False Information. Customer shall: (a) notify Anduin promptly of any unauthorized use of any password or user id or any other known or suspected breach of security, (b) report to Anduin immediately and use reasonable efforts to stop any unauthorized use of the SaaS Services that is known or suspected by Customer or any of its users, and (c) not provide false identity information to gain access to or use the SaaS Services.
- 4.4 Customer Input. Except with respect to End User Data, Customer is solely responsible for collecting, inputting and updating all Customer Content stored on the Host, and for ensuring that the Customer Content does not (i) include anything that actually or potentially infringes or misappropriates the patent, copyright, trade secret, trademark or other intellectual property right of any third party, or (ii) contain anything that is obscene, defamatory, harassing, offensive or malicious.
- 4.5 License from Customer. Subject to the terms and conditions of this Agreement, including without limitation Section 11, Customer grants to Anduin a limited, non-exclusive and non-transferable license during the applicable Subscription Term, to copy, store, configure, perform, display and transmit Customer Content solely as necessary to provide the SaaS Services to Customer.
- 4.6 Ownership and Restrictions. Customer or its licensors retain ownership and intellectual property rights in and to the Customer Content. Anduin or its licensors retain all ownership and intellectual property rights to the SaaS Services, Software programs, and anything developed and delivered under the Agreement. Third party technology that may be appropriate or necessary for use with some Anduin programs is specified in the program Documentation or ordering document as applicable. Customer's right to use such third party technology is governed by the terms of the third party technology license agreement specified by Anduin and not under this Agreement.
- 4.7 Suggestions. Anduin shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the SaaS Services any suggestions, enhancement requests, recommendation or other feedback provided by Customer, including Administrative Users, relating to the operation of the SaaS Services.

5. ORDERS AND PAYMENT

- 5.1 Orders. Customer shall order SaaS Services pursuant to a Order Form. All services acquired by Customer shall be governed exclusively by this Agreement and the applicable Order Form. In the event of a conflict between the terms of a Order Form and this Agreement, the terms of the Order Form shall take precedence.
- 5.2 Invoicing and Payment. Unless otherwise provided in the Order Form, Anduin shall invoice Customer for all relevant fees for performing SaaS Services on a quarterly basis during the Subscription Term unless the Subscription Term expires, or this Agreement terminates under Section 6. Customer shall pay all undisputed invoices within thirty (30) days of Customer receiving such invoice. Except as expressly provided otherwise, fees are non-refundable. All fees are stated in United States Dollars and must be paid by Customer to Anduin in United States Dollars.

- 5.3 Expenses. Customer shall reimburse Anduin for its reasonable, out-of-pocket travel and related expenses incurred in performing the Other Services. Anduin shall notify Customer prior to incurring any such expense. Anduin shall comply with Customer's travel and expense policy if made available to Anduin prior to the required travel.
- 5.4 Taxes. Anduin shall bill Customer for applicable taxes as a separate line item on each invoice. Customer shall be responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the services. Customer shall not be liable for taxes based on Anduin's net income, capital or corporate franchise.

6. TERM AND TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on the date all parties have executed the Agreement and shall continue until the earlier of: (i) early termination by either party pursuant to any provision in this Section 6 or (ii) the expiration of the Subscription Term.
- 6.2 Termination. Either party may terminate this Agreement immediately upon a material breach by the other party that has not been cured within thirty (30) days of receipt of written notice of such breach.
- 6.3 Immediate Termination Right. Customer may terminate this Agreement immediately upon written notice (i) in the event of a Security Event, and (ii) if the Services fail to achieve the System Availability set forth in Exhibit 2 in any two months within any rolling five-month period.
- 6.4 Suspension for Non-Payment. Anduin reserves the right to suspend provision of the SaaS Services if Customer fails to timely pay any undisputed amounts due to Anduin under this Agreement following: (i) notification to the Customer of such failure, and (ii) such failure continues for fourteen (14) consecutive days.

Suspension of the SaaS Service shall not release Customer of its payment obligations under this Agreement. Customer agrees that Anduin shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to suspension of the SaaS Services resulting from Customer's non-payment.

- 6.5 Suspension for Ongoing Harm. Anduin reserves the right to suspend delivery of the SaaS Services if Anduin reasonably concludes that Customer's use of the SaaS Services is causing immediate and ongoing harm to Anduin or others. If Anduin must suspend delivery of the SaaS Services, Anduin shall immediately notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. Anduin shall not be liable to Customer or to any third party for any liabilities, claims or expenses arising from or relating to any suspension of the SaaS Services in accordance with this Section 6.4. Nothing in this Section 6.4 shall limit Anduin's rights under Section 6.6 below.
- 6.6 Effect of Termination.
- (a) Upon the expiration or termination of this Agreement for any reason, Anduin shall, within the time period reasonably requested by Customer and on the terms and conditions set forth in this Section 6.6 (i) cooperate with Customer in effecting the orderly transfer of the Customer Content to a third party, (ii) continue to perform the SaaS Services requested by Customer, and (iii) perform the services agreed to as termination services ("**Termination Assistance Services**"). Anduin's obligation to perform Termination Assistance Services is subject to Customer's continuing to comply with its obligations under this Agreement,

including paying all amounts when due, and except as otherwise agreed to, Termination Assistance Services will be provided on a time and materials basis for a period of not more than 60 days after the effective date of the expiration or termination of this Agreement. All terms of this Agreement will continue during the time that Anduin is providing Termination Assistance Services.

- (b) If Anduin terminates this Agreement due to a breach by Customer, Customer shall immediately pay to Anduin all amounts owed under this Agreement.
- (c) If Customer terminates this Agreement due to a breach by Anduin, Anduin shall immediately repay to Customer all pre-paid amounts for any un-performed SaaS Services scheduled to be delivered after the termination date, if any.
- (d) Upon termination of this Agreement and upon subsequent written request by the disclosing party, the receiving party of Confidential Information (as defined in Section 11.1) shall immediately return or destroy such information and provide written certification of such destruction, provided that the receiving party may permit its legal counsel to retain one archival copy of such information in the event of a subsequent dispute between the parties, and may retain Confidential Information required for regulatory purposes or stored in backup files until destroyed as governed by industry standard backup retention practices, subject in each case to a continuing obligation of confidentiality.

7. SERVICE LEVEL AGREEMENT

The Service Level Agreement (the “SLA”) for the SaaS Services is set forth in Exhibit 2 hereto. Except as otherwise set forth in Section 6.3, the SLA sets forth Customer’s sole remedies for availability or quality of the SaaS Services including any failure to meet any guarantee set forth in the SLA.

8. WARRANTIES

- 8.1 Warranty. Anduin represents and warrants that (i) it will provide the SaaS Services in a professional manner consistent with general industry standards, (ii) it will comply with all applicable law in the performance of the SaaS Services, and (iii) the SaaS Services will perform substantially in accordance with the Documentation. For any breach of a warranty, Customer’s exclusive remedy shall be as provided in Section 6.
- 8.2 ANDUIN WARRANTS THAT THE SAAS SERVICES WILL PERFORM IN ALL MATERIAL RESPECTS IN ACCORDANCE WITH THE DOCUMENTATION. ANDUIN DOES NOT GUARANTEE THAT THE SAAS SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ANDUIN WILL CORRECT ALL SAAS SERVICES ERRORS. CUSTOMER ACKNOWLEDGES THAT ANDUIN DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SAAS SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. THIS SECTION 8 SETS FORTH THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY ANDUIN (EXPRESS OR IMPLIED) WITH RESPECT TO THE SUBJECT MATTER OF THIS AGREEMENT. NEITHER ANDUIN NOR ANY OF ITS LICENSORS OR OTHER SUPPLIERS WARRANT OR GUARANTEE THAT THE OPERATION OF THE SAAS SERVICES WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE, NOR SHALL ANDUIN OR ANY OF ITS SERVICE PROVIDERS BE LIABLE FOR UNAUTHORIZED ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER’S OR ANY USER’S DATA, FILES OR PROGRAMS.

9. LIMITATIONS OF LIABILITY

NEITHER PARTY (NOR ANY LICENSOR OR OTHER SUPPLIER OF ANDUIN) SHALL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST BUSINESS, PROFITS, DATA OR USE OF ANY SERVICE, INCURRED BY EITHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), EVEN IF FORESEEABLE OR THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING NEGLIGENCE), SHALL EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE DATE THE CLAIM AROSE.

The foregoing limitations shall not apply to the parties' obligations (or any breach thereof) under Sections 3 (Restriction), 10 (Indemnification) or 11 (Confidentiality).

10. INDEMNIFICATION

- 10.1 Indemnification by Anduin. If a third party makes a claim against Customer that the SaaS Services infringes any patent, copyright or trademark, or misappropriates any trade secret (each, an "**Infringement Claim**"), or that Anduin's negligence or willful misconduct has caused bodily injury or death, Anduin shall indemnify, hold harmless and defend Customer and its directors, officers and employees against the claim at Anduin's expense and Anduin shall pay all losses, damages and expenses (including reasonable attorneys' fees). Anduin shall have no liability for any claim based on (a) the Customer Content, (b) modification of the SaaS Services not authorized by Anduin, or (c) use of the SaaS Services other than in accordance with the Documentation and this Agreement. In the event of an Infringement Claim, Anduin may, at its sole option and expense, procure for Customer the right to continue use of the SaaS Services, modify the SaaS Services in a manner that does not materially impair the functionality, or terminate the Agreement and end the Subscription Term and repay to Customer any amount paid by Customer with respect to any un-performed SaaS Services following the termination date.
- 10.2 Indemnification by Customer. If a third party makes a claim against Anduin that the Customer Content infringes any patent, copyright or trademark, or misappropriates any trade secret, Customer shall indemnify, hold harmless and defend Anduin and its directors, officers and employees against the claim at Customer's expense and Customer shall pay all losses, damages and expenses (including reasonable attorneys' fees).
- 10.3 Conditions for Indemnification. A party seeking indemnification under this Section 10 shall (a) promptly notify the other party of a relevant claim, (b) give the other party sole control of the defense and settlement of the claim, and (c) provide, at the other party's expense for out-of-pocket expenses, the assistance, information and authority reasonably requested by the other party in the defense and settlement of the claim.

11. CONFIDENTIALITY

- 11.1 Definition. "**Confidential Information**" means any information disclosed by a party to the other party, directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the receiving party to be "confidential" or "proprietary" within 30 days of such disclosure, (c) is

specifically deemed to be confidential by the terms of this Agreement, or (d) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself. Confidential Information will also include information disclosed by third parties to a disclosing party under an obligation of confidentiality, including without limitation personally identifiable information of such third parties. Except for the display of Customer Content as contemplated by this Agreement, Customer Content is deemed Confidential Information of the Customer. All Anduin software, including the Software, and Documentation are deemed Confidential Information of Anduin.

- 11.2 Confidentiality. During the Subscription Term and for five (5) years thereafter (and perpetually in the case of software and any Customer Content), each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except to exercise its rights and perform its obligations under this Agreement, and shall not disclose such Confidential Information to any third party. Without limiting the foregoing, each party shall use at least the same degree of care, but not less than a reasonable degree of care, it uses to prevent the disclosure of its own confidential information to prevent the disclosure of Confidential Information of the other party. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other party's Confidential Information. Neither party shall reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the other party's Confidential Information, and which are provided to the party hereunder. Each party may disclose Confidential Information of the other party on a need-to-know basis to its contractors who are subject to confidentiality agreements requiring them to maintain such information in confidence and use it only to facilitate the performance of their services on behalf of the receiving party.
- 11.3 Exceptions. Confidential Information excludes information that: (a) is known publicly at the time of the disclosure or becomes known publicly after disclosure through no fault of the receiving party, (b) is known to the receiving party, without restriction, at the time of disclosure or becomes known to the receiving party, without restriction, from a source other than the disclosing party not bound by confidentiality obligations to the disclosing party, or (c) is independently developed by the receiving party without use of the Confidential Information as demonstrated by the written records of the receiving party. The receiving party may disclose Confidential Information of the other party to the extent such disclosure is required by law or order of a court or other governmental authority, provided that the receiving party shall, unless otherwise prohibited by applicable law, use reasonable efforts to promptly notify the other party prior to such disclosure to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Each party may disclose the existence of this Agreement and the relationship of the parties but agrees that the specific terms of this Agreement will be treated as Confidential Information; *provided, however*, that each party may disclose the terms of this Agreement to those with a need to know and under a duty of confidentiality such as accountants, lawyers, bankers and investors.

12. GENERAL PROVISIONS

- 12.1 Non-Exclusive Service. Customer acknowledges that the SaaS Services is provided on a non-exclusive basis. Nothing shall be deemed to prevent or restrict Anduin's ability to provide the SaaS Services or other technology, including any features or functionality first developed for Customer, to other parties.
- 12.2 Personal Data. Customer hereby acknowledges and agrees that Anduin's performance of this Agreement may require Anduin to process, transmit or store the personal data of Customer's clients, employees or other third parties. By submitting personal data to Anduin, Customer agrees

that Anduin and its affiliates may process, transmit and/or store personal data only to the extent necessary for, and for the sole purpose of, enabling Anduin to perform its obligations to under this Agreement. In relation to all personal data provided in Customer Content, Customer will be responsible as sole “Data Controller” for complying with all applicable data protection or similar laws such as EU Directive 95/46/EC and laws implementing that directive that regulate the processing of personal data and special categories of data as such terms are defined in that directive. Customer agrees to obtain all necessary consents and make all necessary disclosures before including personal data in Customer Content and using the SaaS Services. Except as otherwise provided in Section 12.3, Customer confirms that Customer is solely responsible for any personal data that may be contained in the Customer Content, including any information which any SaaS Services user shares with third parties on Customer’s behalf. Customer is solely responsible for determining the purposes and means of processing its customer personal data (excluding Anduin Management Data) provided to Anduin under this Agreement, including that such processing according to Customer’s instructions will not place Anduin in breach of applicable data protection laws. Prior to processing, Customer will inform Anduin about any special categories of data contained within Customer personal data (excluding Anduin Management Data) and any restrictions or special requirements in the processing of such special categories of data, including any cross border transfer restrictions.

- 12.3 Anduin Personal Data Obligations. In performing the SaaS Services, Anduin will comply with the Anduin’s privacy policy, which is available at <https://www.anduintransact.com/privacy> and incorporated herein by reference. Anduin’s privacy policy is subject to change at Anduin’s sole discretion; however, Anduin policy changes will not result in a material reduction in the level of protection provided for Customer data during the period for which fees for the services have been paid. The services policies referenced in this Agreement specify our respective responsibilities for maintaining the security of Customer data in connection with the SaaS Services. Anduin reserves the right to provide the SaaS Services from Host locations, and/or through use of subcontractors, worldwide. Anduin will only process any personal data it receives in a manner that is reasonably necessary to provide the SaaS Services and only for that purpose. Customer agrees to provide any notices and obtain any consent related to Anduin’s use of the data for provisioning the SaaS Services, including those related to the collection, use, processing, transfer and disclosure of personal information. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and retains ownership of all of Customer data.
- 12.4 Assignment. Neither party may assign this Agreement or any right under this Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided however*, that either party may assign this Agreement to an acquirer of all or substantially all of the business of such party to which this Agreement relates, whether by merger, asset sale or otherwise. This Agreement shall be binding upon and inure to the benefit of the parties’ successors and permitted assigns. Either party may employ subcontractors in performing its duties under this Agreement, *provided, however*, that such party shall not be relieved of any obligation under this Agreement.
- 12.5 Notices. Except as otherwise permitted in this Agreement, notices under this Agreement shall be in writing and shall be deemed to have been given (a) seven (7) days after mailing if sent by registered or certified U.S. mail, (b) when transmitted if sent by email, or (c) when delivered if delivered personally or sent by express courier service. All notices shall be sent to the other party at the address set forth on the cover page of this Agreement.
- 12.6 Force Majeure. Each party shall be excused from performance for any period during which, and to the extent that, such party or any subcontractor is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond its reasonable control, and without its fault

or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of terrorism or war, epidemics, communication line failures and power failures (each, a “**Force Majeure Event**”). The party claiming that a Force Majeure Event has occurred shall continue to use commercially reasonable efforts to mitigate the impact of the Force Majeure Event and to recommence performance whenever and to whatever extent possible as soon as reasonable possible. If a Force Majeure Event continues for more than 15 days, the party not affected by the Force Majeure Event shall have the right to terminate this Agreement upon written notice provided within 60 days of attainment or completion of such 15 day force majeure period, without further obligation or liability after the effective date of termination. A Force Majeure Event does not excuse Anduin’s disaster recovery or business continuity obligations.

- 12.7 Waiver. No waiver shall be effective unless it is in writing and signed by the waiving party. A waiver by either party of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach.
- 12.8 Severability. If any term of this Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Agreement shall remain in full force and effect.
- 12.9 Entire Agreement. This Agreement (including all Order Forms and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Agreement. This Agreement may be amended solely in a writing signed by both parties. Standard or printed terms contained in any purchase order or sales confirmation are deemed rejected and shall be void unless specifically accepted in writing by the party against whom their enforcement is sought; mere commencement of work or payment against such forms shall not be deemed acceptance of the terms.
- 12.10 Survival. Sections 3, 6, and 8 through 12 of this Agreement shall survive the expiration or termination of this Agreement for any reason.
- 12.11 Publicity. Anduin may include Customer’s name and logo in its customer lists, marketing materials and on its website. Upon the execution of this Agreement, Anduin may issue a press release announcing the relationship and the manner in which Customer will use the Anduin solution. Anduin shall coordinate its efforts with appropriate communications personnel in Customer’s organization to secure approval of the press release if necessary.
- 12.12 Export Regulations. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the SaaS Services. Customer agrees that such export control laws govern its use of the SaaS Services (including technical data) and any services deliverables provided under this Agreement, and Customer agrees to comply with all such export laws and regulations. Customer agrees that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws.
- 12.13 No Third Party Beneficiaries. This Agreement is an agreement between the parties, and, except as otherwise expressly provided, confers no rights upon either party’s employees, agents, contractors, partners of customers or upon any other person or entity.
- 12.14 Independent Contractor. The parties have the status of independent contractors, and nothing in this Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party’s personnel.

- 12.15 Statistical Information. Anduin may anonymously compile statistical information related to the performance of the SaaS Services for purposes of improving the SaaS Services, provided that such information does not identify Customer's data or include Customer's name.
- 12.16 Governing Law. This Agreement shall be governed by the laws of the State of California, excluding its conflict of law principles.
- 12.17 Compliance with Laws. Anduin shall comply with all applicable local, state, national and foreign laws in connection with its delivery of the SaaS Services, including those laws related to data privacy, international communications, and the transmission of technical or personal data.
- 12.18 Dispute Resolution. Customer's satisfaction is an important objective to Anduin in performing its obligations under this Agreement. If a dispute arises between the parties relating to the interpretation or performance of this Agreement or the grounds for the termination hereof, either party may file suit in the state courts or the United States District Court for the Northern District of California, in San Francisco County, which shall have the exclusive jurisdiction to hear any dispute related to or arising under this Agreement.

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EXHIBIT 1

Support and Maintenance Services

1. Support and Maintenance Services

Support and Maintenance Services are included in the SaaS Services and entitles Customer to the following:

- (a) Telephone or electronic support in order to help Customer locate and correct problems with the Software.
- (b) Bug fixes and code corrections to correct Software malfunctions in order to bring such Software into substantial conformity with the operating specifications.
- (c) All extensions, enhancements and other changes that Anduin, in its sole discretion, makes or adds to the Software and which Anduin furnishes, without charge, to all other subscribers of the SaaS Services.
- (d) Up to three (3) dedicated contacts designated by Customer in writing that will have access to support services.

2. Response and Resolution Goals

- “business hours” 9am-6pm PST, Monday thru Friday, except holidays.
- “Fix” means the repair or replacement of Software component to remedy a Problem.
- “Problem” means a defect in Software as defined in Anduin’s standard Software specification that significantly degrades the performance of such Software.
- “Respond” means acknowledgement of Problem received containing assigned support engineer name, date and time assigned, and severity assignment.
- “Workaround” means a change in the procedures followed or data supplied by Customer to avoid a Problem without substantially impairing Customer’s use of the Software.

<i>Problem Severity</i>	<i>Response Goals</i>	<i>Resolution Goals</i>
1. The production system is having a significant impact on the Customer’s business function preventing that function from being executed.	Anduin will Respond within 2 business hours.	Upon receipt of problem notification, Anduin support personnel will work on the Problem, and a customer resource must be available to assist with problem determination. Customer support will provide reasonable efforts for a Workaround or Fix within 24 hours once the Problem is reproducible or once the Software defect is identified. Anduin may incorporate the Fix in future releases of the Software.
2. The production system or application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.	Anduin will Respond within 4 business hours.	Customer Support will provide reasonable effort for Workaround or Fix within 7 business days, once the Problem is reproducible. Anduin may incorporate the Fix in future releases of the Software.

<p>3. The production system or application issue is not critical; no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.</p>	<p>Anduin will Respond within 8 business hours.</p>	<p>Customer Support will provide reasonable effort for Workaround or Fix within 10 business days, once the Problem is reproducible. Anduin may incorporate the Fix in future releases of the Software.</p>
<p>4. Non-critical issues, general questions, enhancement requests, or the functionality does not match documented specifications.</p>	<p>Anduin will Respond within 24 business hours.</p>	<p>Resolution of Problem may appear in future releases of the Software.</p>

EXHIBIT 2

SERVICE LEVEL AGREEMENT

The SaaS Services will achieve System Availability (as defined below) of at least 99.9% during each calendar year of the Subscription Term. “**System Availability**” means the number of minutes in a year that the key components of the SaaS Services are operational as a percentage of the total number of minutes in such year, excluding downtime resulting from (a) scheduled maintenance, (b) events of force majeure as defined in the Agreement, (c) malicious attacks on the system, (d) issues associated with the Customer’s computing devices, local area networks or internet service provider connections, or (e) inability to deliver the SaaS Services because of acts or omissions of Customer. Anduin reserves the right to take the SaaS Services offline for scheduled maintenance for which Customer has been provided reasonable notice and Anduin reserves the right to change its maintenance window upon prior notice to Customer.

If Anduin fails to meet System Availability in a given 365-day period, upon written request by Customer within 30 days after the end of such 365-day period, Anduin will issue a credit in Customer’s next invoice in an amount equal to 1% of the yearly fee for the affected SaaS Services for each 1% loss of System Availability below stated SLA per SaaS Services, up to a maximum of the Customer’s fee for the affected SaaS Services. If the yearly fee has been paid in advance, then at Customer’s election Anduin shall provide a credit to Customer or term extension. The remedy stated in this paragraph is Customer’s sole and exclusive remedy for interruption of SaaS Services and Anduin’s failure to meet System Availability, except as otherwise set forth in Section 6.3 of the Agreement.