

their own terms. License terms, notices and acknowledgments, if any, for third party applications may be accessible in an accompanying notice with the Mobile Application. Use of the Mobile Application is optional and is not required in order to use the Services. You shall not (and shall not allow Your Users or any third party to) (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Services; (ii) remove any product identification, copyright or other notices displayed on the Services; (iii) assign, transfer, provide, lease, lend, use for timesharing, service bureau or hosting purposes or otherwise permit any third party (other than Your employees and agents) to use the Services; or (iv) use the output or other information generated by the Services for any purpose other than as contemplated by this Agreement. We retain all title to, and except as expressly licensed herein, all rights to the Services, including, without limitation, all copies, derivatives and improvements thereof and all related documentation and materials. "Users" means Your employees or other internal users authorized by You to use the Services as further set forth in the Order. Users are required as a condition of using the Services to review and accept the Chronus Acceptable Use Policy (the "AUP"), a copy of which can be found at <https://chronus.com/aup> (<https://chronus.com/aup>).

3. Obligations of the Parties.

3.1. You will, and will ensure Your Users, use the Services for lawful purposes only and in accordance with this Agreement. You are responsible for Your Content (defined below) and the use of the Services by Your Users. If You become aware of any violation of obligations under this Agreement by a User, You will immediately terminate such User's access to the Services. Through the Services, You and Your Users are able to upload (or have Us upload on Your behalf) text, images and data. All such content that is uploaded by You or provided to Us by You is deemed "Your Content." Your Content includes all information related to Your Users (including, e.g., User names, job titles, etc.). You retain all title to, and except as expressly licensed herein, all rights to your Content. You will not and will not permit your Users to upload, provide access to, or otherwise transmit through the Services any material which violates or infringes in any way upon the rights of others, which is unlawful, which encourages conduct that would constitute a criminal

offense, gives rise to civil liability or otherwise violates any law. You are responsible for protecting the confidentiality of User password(s), if any. You are solely responsible for all of Your Content. You grant Us a non-exclusive, non-transferable, non-sublicensable license to use Your Content solely in connection with Our provision of the Services.

3.2. Chronus will, if requested by You, include additional terms applicable as between You and Your Users (such as an AUP provided by You). To the extent that You (i) collect any Personal Data (as defined below) from Users or (ii) use any of the Users' Personal Data as input into the Services, You shall provide Chronus with a privacy policy setting forth Your privacy practices in respect of such Personal Data. Such privacy policy and practices must comply with applicable law (including, without limitation, all applicable data privacy laws).

3.3. We will provide the Services in accordance with the Service Level Agreement set forth in Exhibit A.

3.4. You are responsible for providing support services (if any) to Your Users. We do not provide any support or services to Your Users without a separate written agreement.

3.5. You shall not direct or advertise the Services to individuals under the age of thirteen without Our prior written consent.

4. **Fees and Payment.** You shall pay the fees for Your use of the Services as detailed in the Order ("Fees"). Fees are non-refundable. We have the right to increase the Fees annually upon notice of any such increase at least thirty (30) days prior to such fees going into effect or as otherwise permitted by the Order. All charges and fees shall be remitted in the currency specified in the applicable invoice and are exclusive of any taxes, duties, or similar charges imposed by any government or other authority. Customer shall pay or reimburse Chronus for all federal, state, dominion, provincial, or local sales, use, personal property, withholding, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated by this Agreement (other than taxes on the net income of Chronus). If Customer is required to pay any withholding tax, charge or levy in respect of any payments due to Chronus hereunder, Customer shall gross up payments actually made such that

Chronus shall receive sums due hereunder in full and free of any deduction for any such withholding tax, charge or levy. Chronus may charge an interest at the rate of 1.5% per month (or the highest rate permitted by law, if less) on all late payments.

5. **Suspension.** We may suspend Your, or any of Your Users', right to access or use any portion or all of the Services effective immediately if We determine:

5.1. You or your Users' use of the Services: (i) poses a security risk to the Services or any third party; (ii) may adversely impact the Services or the content of any other third party; (iii) may subject Us or any third party to liability or (iv) may be fraudulent; or

5.2. Upon written notice if You are more than fifteen (15) days delinquent in Your payment obligations under Section 4.

5.3 If We suspend Your right to access the Services, Chronus will reinstate Customer's access to the Services as soon as possible once the reason for suspension has been resolved. You remain responsible for all Fees incurred through the date of suspension. Our right to suspend Your or Your Users' right to access or use the Services is in addition to Our right to terminate this Agreement.

6. **Term and Termination.**

6.1. Term. This Agreement is effective on the date set forth in the Order and will continue for the term set forth in the Order ("Initial Term"). After the Initial Term, the Order and the Agreement shall automatically renew as provided in the Order Form. The Initial Term and any Renewal Term shall be collectively known as the "Term."

6.2. Termination. Either party may terminate this Agreement at any time, upon the uncured material breach of the other party, which such breach has not been cured within thirty (30) days' notice thereof. Chronus shall additionally have the right to terminate this Agreement at any time in the event that You have ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Customer assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding. Upon termination of this Agreement, You shall discontinue Your use of the Services. Notwithstanding the foregoing, termination of this Agreement by Us shall not limit Your obligation to pay all

Fees, nor restrict Us from pursuing any other remedies available to Us, including injunctive relief. The following provisions of this Agreement shall survive its termination: 5, 7, 8.3, 9 and 11-16. You will have thirty (30) days from the effective date of termination to remove Your Content contained in the Services. Your Content will be deleted after such thirty (30) days have passed.

7. Confidential Information; Privacy; Feedback.

7.1. Confidential Information. Each party shall retain in confidence all information provided to it by the other party pursuant to or in connection with this Agreement that the disclosing party identifies as being proprietary and/or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential (“Confidential Information”) and will make no use of such Confidential Information except as necessary to fulfill their respective obligations under the terms and during the Term of this Agreement. The parties shall treat the terms and conditions of this Agreement as confidential; however, either party may disclose such information in confidence to its legal and financial consultants as required in the ordinary course of that party’s business. Your Content is Your Confidential Information.

7.2. Exclusions. Confidential Information shall not include information that the receiving party can establish: (a) has entered the public domain without the receiving party’s breach of any obligation owed to the disclosing party; (b) is rightfully received by the receiving party from a third party without confidentiality restrictions; (c) is known to the receiving party without any restriction as to use or disclosure prior to first receipt by the receiving party from the disclosing party hereunder; or (d) is independently developed by the receiving party.

7.3. Disclosure Required By Law. If any applicable law, regulation or judicial or administrative order requires the receiving party to disclose any of the disclosing party’s Confidential Information (a “Disclosure Order”) then, unless otherwise required by the Disclosure Order, the receiving party shall promptly notify the disclosing party in writing prior to making any such disclosure, in order to facilitate the disclosing party’s efforts to protect its Confidential Information. Following such notification, the receiving party shall

cooperate with the disclosing party, at the disclosing party's reasonable expense, in seeking and obtaining protection for the disclosing party's Confidential Information.

7.4. Personal Data. "Personal Data" means any data which (i) qualifies as "Personal Data", "Personal Information", "Personally Identifiable Information", or any substantially similar term under applicable law and (ii) is processed by Chronus on behalf of Customer in connection with this Agreement. Other than as required by Chronus for use of the Services (generally name and email address) ("Required Personal Data"), no other Personal Data is required from You and/or Your Users for their use of the Services. You are solely responsible for the accuracy, quality, and legal compliance relating to the Personal Data that is entered into the Services. You acknowledge and agree that Chronus has no control over the nature (other than the Required Personal Data), scope, or origin of, or the means by which You acquire, Personal Data entered into the Services. You are further responsible for monitoring the use of Personal Data with the Services and complying with all applicable laws (including, without limitation, Data Protection Laws) in collecting and providing Personal Data to Us. To the extent applicable to the processing of Personal Data by Chronus under this Agreement, both Parties shall comply with Chronus' Global Data Processing Addendum available at <https://chronus.com/data-processing-agreement>, which is hereby incorporated into this Agreement by reference ("DPA"). For purposes of this Section 7.4, the term "Data Protection Laws" has the meaning ascribed to it in the DPA.

7.5. Return/Destruction of Confidential Information. Upon termination of this Agreement for any reason each party shall promptly return, or if instructed by the other party, destroy all Confidential Information then in its possession, unless otherwise required by law. Notwithstanding anything to contrary herein, the parties shall not be obligated to erase Confidential Information that is contained in an archived computer system backup that was made in accordance with a party's security and/or disaster recovery procedures; provided, however, that any such Confidential Information contained in such archived computer system backup shall continue to be subject to the terms and conditions of this Agreement.

7.6. Feedback. Any suggestions, comments, or other input You give to Us ("Feedback"), even if designated as confidential, will not create any confidentiality obligation for Us.

We will be free to use, reproduce, license or otherwise distribute, and exploit Feedback to improve and enhance Our products, technology, services, documentation or otherwise.

8. Representations and Warranties.

8.1. Authority. Each party represents and warrants that it has the right to (a) enter into this Agreement and (b) grant the rights and licenses herein granted.

8.2. By You. You represent and warrant that Your performance under this Agreement, including, without limitation, the Content as collected and provided by You, will not violate any law, including any data privacy or security laws, or constitute an infringement or other violation of any copyright, trade secret, trade dress, trademark, patent, invention, mask works, proprietary information, nondisclosure and/or any other right of any third party. You will notify Us immediately in writing (electronic mail is permissible) in the event of any breach of the representations and warranties set forth in this Section 8.2.

8.3. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE HEREBY DISCLAIM ALL WARRANTIES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, REASONABLE CARE, AND/OR FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT WE KNOW, HAVE REASON TO KNOW, HAVE BEEN ADVISED, OR ARE OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE FURTHER DISCLAIM ANY AND ALL WARRANTIES, CONDITIONS, AND/OR REPRESENTATIONS OF TITLE AND NON-INFRINGEMENT.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, RELIANCE OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER FOR BREACH OF CONTRACT, WARRANTY, TORT, STATUTORY REMEDY OR ANY OBLIGATION ARISING THEREFROM OR OTHERWISE AND IRRESPECTIVE OF

WHETHER THE EITHER PARTY HAS ADVISED OR BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. IN NO EVENT WILL EITHER PARTY'S LIABILITY TO THE OTHER HEREUNDER EXCEED AMOUNTS PAID OR PAYABLE BY YOU HEREUNDER. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL NOT APPLY TO: (i) ANY INFRINGEMENT OR MISAPPROPRIATION BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, (ii) DEATH OR BODILY INJURY RESULTING FROM A PARTY'S NEGLIGENT ACTS OR OMISSIONS; OR (iii) INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT.

10. **Indemnification.** You will indemnify and defend Us, Our directors, officers, and employees from and against all taxes, losses, damages, liabilities, costs, and expenses, including attorneys' fees and other legal expenses ("Claims"), incurred by Us in connection with any actual or threatened third-party Claim arising directly or indirectly from Our use or hosting of your Content in accordance with this Agreement or Your breach of the warranties set out under Section 8.2. of this Agreement. We will indemnify and defend You and Your directors, officers, and employees from and against all Claims incurred by You to the extent that the Claims arise out of Our infringement, misuse or misappropriation of any third party IP rights. The indemnified party must: (i) give the indemnifying party prompt written notice of the claim; (ii) cede full and complete control over the defense and settlement of the claim to the indemnifying party; (iii) provide assistance in connection with the defense and settlement of the claim as the indemnifying party may reasonably request; and (iv) comply with any settlement or court order made in connection with the claim.
11. **U.S. Government Rights.** The Services are provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" with the same rights and restrictions generally applicable to the Services. If You are using the Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, you will immediately discontinue using the Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in

the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

12. **Import and Export Compliance.**In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, You are solely responsible for compliance related to the manner in which You choose to use the Services, including Your transfer and processing of Your Content, the provision of Your Content to Your Users, and the country in which any of the foregoing occur.
13. **Reference.**You agree that We may reference You as a customer, subject to any trademark and logo usage guidelines you provide.
14. **Professional Services.** Professional/consulting services, which shall be subject to the terms of this Agreement, may be provided pursuant to a separately executed services agreement.
15. **Miscellaneous.**This Agreement is the entire agreement between the parties and merges all prior and contemporaneous communications. Except as stated herein, any terms and conditions contained in quotations or forms of You or of Chronus, or otherwise proposed by You or Chronus, including invoice, purchase order and click through license terms, which are in addition to, or different from, the terms and conditions in this Agreement are hereby rejected and will not become part of the agreement between the parties without specific written consent. This Agreement and any of Your rights or obligations hereunder, may not be assigned, subcontracted or transferred by You, in whole or in part, whether voluntarily, by operation of contract, law or otherwise, including by way of change of control, sale of assets, merger or consolidation without the prior written consent of Us, and any attempt to assign this Agreement by You without such consent shall be null and void and of no force and effect. Nothing in this Agreement is intended to or does create any type of joint venture, creditor-debtor, escrow, partnership or any employer/employee or fiduciary or franchise relationship between the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by each of the parties. No waiver of any provision of this Agreement shall be deemed, or shall

constitute, a waiver of any other provision, whether or not similar; nor shall any waiver constitute a continuing waiver unless executed in writing by the party making the waiver. If one or more of the provisions of this Agreement is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, then the validity, legality and enforceability of the remaining provisions of this Agreement shall be unaffected. This Agreement shall be governed by and interpreted in accordance with the laws of The State of Washington, without reference to its choice of law provisions and any controversy or claim arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of and venue in any court of competent jurisdiction situated in King County, Washington. Customer understands and acknowledges that Chronus may generate "Aggregated Data" (defined below) from the Customer Content and/or Personal Data. For the purposes of this Agreement, "Aggregated Data" means data submitted to, collected by, or generated by Chronus from the Customer Data and/or the Personal Data in connection with Customer's use of the Services, but solely in aggregated, anonymized, and de-identified form which is not specifically linked to Customer or any individual. Customer hereby agrees and understands that Chronus may freely use Aggregated Data for its internal business purposes (including, without limitation, for purposes of improving, testing, and operating Chronus' products and services).

16. **Notices.** Except as otherwise set forth herein, notices made by Us to you under this Agreement that affect Your Users generally will be posted on the Services site. Notices that affect You specifically (e.g., notices of breach and/or suspension) will be provided to You via Your billing address. Notices to Us may be sent to the return address specified on any current invoice or statement.

EXHIBIT A

This Service Level Agreement sets the expectations for scope of support services, data backups and network uptime for the Services.

SERVICE LEVEL AGREEMENT – SCOPE OF SUPPORT SERVICES

Chronus will use timely and reasonable efforts to provide the following services for Customer during Regular Hours as defined below:

- Standard 24x5 e-mail support for any Administrators of the Service
- Services upgrades

SERVICE LEVEL AGREEMENT – ERROR SEVERITY

ERROR SEVERITY LEVELS: Chronus will exercise timely and reasonable efforts to correct any Error (as defined below) reported in the current unmodified release of the Service in accordance with the Severity level reasonably assigned to such Error by You. Severity levels are defined below.

Severity 1 Errors — Chronus will promptly commence the following procedures upon notification of the problem during Regular Hours and upon confirmation by Chronus that the Error is a Severity 1 Error:

1. Within the first four (4) Regular Hours , Chronus will document and commence recreation and resolution of the problem;
2. If resolution has not been determined after the initial eight Regular Hours , Chronus will mobilize a technical team to troubleshoot the problem and define solution options;
 - a. Chronus will assign a company representative to oversee and report on all corrective action activities;
 - b. Chronus will notify You of problem resolution status and will report on the status every twelve (12) hours thereafter;

Severity 2 Errors — Chronus will exercise timely and reasonable efforts to provide a Fix as soon as an Error has been identified and the appropriate Fix developed.

Severity 3 (or lower) Errors—Chronus will exercise timely and reasonable efforts to include the Fix for the Error in a future release.

You are responsible for providing sufficient information and data to allow Us to readily reproduce all reported Errors. If Chronus believes that a problem reported by You may not be due to an Error in the Services, We will notify You.

DEFINITIONS

- “Error” means an error in the Service that significantly impairs such Service as compared to the published product documentation.
- “Fix” means the repair or replacement of object or executable code versions of the Service to remedy an Error.
- “Severity 1 Error” means an Error that renders the product inoperative. When attempting to use the product, the user is prevented from performing a necessary function and there is no acceptable Workaround.
- “Severity 2 Error” means an error in which major functionality is experiencing a reproducible problem that causes major inconvenience to the user. A Workaround may exist but it has high user impact.
- “Severity 3 Error” means an Error in which an important function is experiencing an intermittent problem or a common non-essential operation is failing consistently.
- “Workaround” means a change in the procedures followed or data supplied by You to avoid an Error without substantially impairing use of the Services.
- “Regular Hours” means 8:00 AM to 5:00 PM PST on the regular business days.

THESE TERMS AND CONDITIONS DEFINE A SERVICE ARRANGEMENT AND NOT A PRODUCT WARRANTY. THESE TERMS AND CONDITIONS DO NOT CHANGE OR SUPERSEDE ANY PROVISION OF ANY SUCH AGREEMENT.

SERVICE LEVEL AGREEMENT – BACKUPS

Hourly backup of data will be kept on hand for up to 90 days for recovery during disasters.

SERVICE LEVEL AGREEMENT – SERVICE AVAILABILITY

Chronus guarantees that the Chronus Mentor Service will be available for You 99.9% of the time in any calendar month (the “Chronus Mentor Service SLA”) during the course of the term of the agreement (“Chronus Mentor Service Agreement”). You will be eligible for Service Credits if Chronus fails to meet the Chronus Mentor Service SLA.

SERVICE LEVEL AGREEMENT – SERVICE AVAILABILITY DEFINITIONS

Service unavailability – Service unavailability means the Chronus Mentor Service is not available to a valid user for more than five minutes. The following does not contribute towards unavailability calculations:

1. Scheduled downtime for maintenance and service upgrades;
2. Negligent actions or willful misconduct of Your agents, employees or vendors;
3. Failure of hardware owned or operated by You;
4. Downtime caused by Your network or the Internet.
5. Circumstances beyond Chronus's control including, without limitation, acts of any governmental body, war, sabotage, embargo, fire, flood, extended unavailability of Public Utility Service or unavailability or delay in telecommunications, or third party Internet Service Providers.

Scheduled downtime – A scheduled downtime shall occur only between 2:00 AM and 6:00 AM EST. You will be notified 48 hours ahead of the scheduled downtime if it will exceed 10 minutes.

Service Credit – If Chronus fails to meet the availability mentioned above, You may submit claim for a Service Credit. You must submit Service Credit request by email to legal@chronus.com that includes:

- Date, time and duration of the downtime
- Number and location(s) of impacted users
- Description of Your attempts to resolve the incident at the time of occurrence.

The claim must be received within thirty (30) business days following the end of the downtime. Chronus will consider all the available information reasonably available to it and make a good faith judgment on whether a service credit is owed. If Service Credit request is received after thirty (30) business days, it is at the discretion of Chronus to issue Service Credit.

The Service Credit shall be:

MONTHLY UPTIME
PERCENTAGE

SERVICE CREDIT

<99.9%

15% of Monthly Percentage of Annual Subscription Fee
(excludes one-time payments)

Service Credit shall be issued to Customer's Chronus balance for future use only. No refunds or cash value will be provided. Service Credits may not be transferred or applied to any other account.

SERVICE LEVEL AGREEMENT – AMENDMENT

Chronus reserves the right to amend the service level agreement from time to time, subject to prior written notice to the You of the proposed change and Your written approval within 30 days. If Customer does not reply within 30 days, changes will be deemed accepted. In the event of any amendment resulting in a material reduction of the service level agreement, You may elect to terminate this Agreement without penalty by providing Chronus written notice of such termination within 30 days following notice of such amendment.