EFFECTIVE: August 16, 2023

This is a legal agreement ("Agreement") between Cequence s.r.o. ("Cequence") and the Customer ("You" or "Customer") (together "The Parties") for accessing and using the SaaS Platform or providing any other Solution by Cequence. This Agreement will be effective on the earliest of (i) the date You indicate consent to this Agreement in the System or (ii) the latest signature date appearing on the Order ("Effective Date").

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND THEM.

1. DEFINITIONS
Capitalized terms shall have the meanings provided in this section or as specified in the body of the Agreement.

"Agreement" means this General Terms and Conditions, and unless the context requires otherwise, includes all Orders, and any addendums, exhibits or attachments to any of the foregoing.

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. Affiliates of Cequence include any of its corporate Affiliates which may be specified or otherwise assigned rights or obligations under this Agreement or any Order, addendum, exhibit, attachment or any amendment.

"Customer Data" means all personal data or personally identifiable information submitted by Customer to the Saas Platform or provided to Cequence as part of the Services provided.

"Data Protection Laws" means all applicable laws, regulations and conventions related to data privacy and data transfer, including General Data Protection Regulation ("GDPR") and California Consumer Privacy Act ("CCPA").

"Disabling Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Documentation" means any proprietary information or documentation made available to Customer by Cequence for use with the Saas Platform, including any documentation available online through the Saas Platform dashboard or otherwise.

"Order" means each Cequence ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the Services ordered by Customer from Cequence, sets forth the prices for the Solution, and contains other applicable information terms and conditions.

"Services" means configuration, implementation, consulting training and such other services as may be described in an Order.

"Saas Platform" means, collectively, the online, web-based applications and platform provided by Cequence and ordered by Customer pursuant to this Agreement and as specified in one or more Order(s).

"Solution" means, collectively, the provision of the SaaS Platform and the Services specified in one or more Order(s).

"SLA" means Cequence's Service Level Agreement attached to this Agreement or the Order.

"Term" means the time period for the provision of the Solution, as specified in an Order. This Agreement will terminate as specified below.

"User" means an individual who is authorized by Customer to use the SaaS Platform in accordance with the Agreement. The rights of any User to use the Saas Platform cannot be shared or used by more than one individual (unless such right is reassigned in its entirety to another authorized User).

2. SOLUTION

2.1 Provision of Solution. Cequence will provide to Customer the Solution pursuant to this Agreement and the relevant Order during the applicable Term. The solution will be provided pursuant to this Agreement and the specifications set forth in the applicable Order, and substantially in accordance with the specifications set forth in the SLA.

2.2 SaaS Platform Access and Use. With respect to each Order and the SaaS Platform identified therein, as of the Effective Date set forth in the applicable Order, Cequence shall and hereby does grant to Customer a non-exclusive right and license to access and use the SaaS Platform for the term set forth in the applicable Order under the conditions and requirements set forth in the applicable Order.

2.3 Third Party Applications. Cequence may offer Customer the ability to use third-party applications in combination with the SaaS Platform. Any such third- party application will be subject to acceptance by Customer. In connection with any such third-party application agreed to by Customer, Customer acknowledges and agrees that Mindset may allow the third-party providers access to Customer Data as required for the interoperation of such third-party application with the SaaS Platform. The use of a third- party application with the SaaS Platform may also require Customer to agree to a separate agreement or terms and conditions with the provider of the third- party application, which will govern Customer's use of such third-party application.

3. RESPONSIBILITIES AND RESTRICTIONS

3.1 Cequence Responsibilities. Cequence will provide access to the SaaS Platform to Customer during the Term in accordance with this Agreement and the applicable Order and will perform Services in accordance with this Agreement and the applicable Order. Cequence shall with all means commercially reasonable to provide the SaaS and shall house its infrastructure for the SaaS in a secure facility. Cequence shall monitor and record the performance of the SaaS and compliance with its specifications in order to provide reasonable assurance that the SaaS Platform is operating as expected, is appropriately and securely accessible from and to the internet, and has adequate physical resources available for proper operation, such as CPU, memory, storage, and bandwidth.

3.2. Customer Responsibilities. Customer is responsible for all activity that occurs under Customer's accounts by or on behalf of Customer. Customer agrees to (a) be solely responsible for all User activity, which must be in accordance with this Agreement and the Documentation, (b) be solely responsible for Customer Data (other than with respect to Cequence obligations set forth in the Agreement), (c) obtain and maintain during the Term all necessary consents, agreements and approvals from individuals or any other third parties for all actual or intended uses of information, data or other content Customer will use in connection with the Solution, (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solution and notify Cequence promptly of any known unauthorized access or use, and (e) use the Solution only in accordance with applicable laws and regulations and terms of use.

3.3 Restrictions. Customer will not (a) use, or permit the use of, the Solution except as expressly authorized under this Agreement or the Documentation, (b) interfere with or disrupt the integrity or performance of the SaaS Platform or any third-party application or third-party data or content contained therein, or (c) disrupt, disable, translate, decompile, or reverse engineer the Solution, or (d) take any other action with respect to the Solution not expressly permitted under this Agreement or the Documentation. In the respective Order, the parties will agree the restrictions related to the numbers of users or numbers of computers, devices, servers and networks owned or operated by or for Customer that use or access the SaaS, or other restrictions related to database sizes or the number of documents or transactions processed.

4. FEES AND PAYMENT

4.1. Fees. Customer shall pay all fees specified in all Order hereunder ("Fees") for the Solution. Customer shall also reimburse Cequence for all reasonable travel and living expenses incurred during the implementation or in the performance of Solution, provided that any material expenses shall be subject to approval in advance by Customer. Except as otherwise specified herein or in a the Order, (a) Fees will be quoted and paid in Euros and (b) payment obligations are non-cancelable and Fees paid are non-refundable.

4.2. Invoicing and Payment. If a purchase order is required by Customer, Customer will provide Cequence with a valid purchase order within five (5) days from the execution of the applicable Order or change order if not agreed otherwise. Any terms and conditions on any purchase order shall not be deemed a part of this Agreement or otherwise binding Cequence. Cequence will invoice Customer in accordance with the relevant Order. Unless otherwise stated in the Order, Fees are due net thirty (30) days from Customer's receipt of the invoice. Customer is responsible for providing Cequence with complete, accurate and up to date billing and contact information.

4.3. Overdue Fees. If any Fees are not received from Customer by the due date, then at Cequence's discretion, such Fees may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4. Suspension of Solution. Except with respect to any Fees disputed in good faith by Customer, if any Fees for the SaaS Platform or Services are thirty (30) or more days overdue, Cequence may, without limiting Cequence's other rights and remedies, suspend Services and Customer's use of the SaaS Platform until such amounts are paid in full.

4.5. Payment Disputes. If an invoiced amount is disputed in good faith by Customer, Customer must notify Cequence in writing and provide sufficiently detailed support of any invoice dispute within ten (10) business days of Customer's receipt of invoice. If Customer fails to do so, Customer is deemed to have waived its right to dispute that invoice and the invoice will be deemed accurate and valid. Nothing in this section shall be deemed to waive Customer's obligation to pay any undisputed amounts in accordance with Section 4.2 (Invoicing and Payment).

4.6. Taxes. The Fees are exclusive of all taxes, levies, duties or similar governmental assessments of any nature (collectively, **"Taxes"**). Customer is responsible for paying all Taxes associated with Customer purchases hereunder except for those based on Cequence's net income, property, or employee withholdings. Taxes shall not be deducted from the payments to Cequence, except as required by law, in which case the amount payable shall be increased as necessary, so that after making all required deductions and withholdings, Cequence receives and retains (free from any Tax liability) an amount equal to the amount it would have received had no such deductions or withholdings been made.

4.7. Audit Rights. Cequence shall have the right to audit Customer's compliance with this Agreement at any time during the Term. Customer shall cooperate following any reasonable request by Cequence in connection with such audit. If

Cequence determines that Customer has allowed access to the Solution other than as permitted under this Agreement or any Order or has otherwise violated any applicable terms hereof or thereof, and as a result additional Fees are owed to Cequence, Cequence shall invoice Customer for such discrepancies and such Fees shall be payable pursuant to the terms of this Agreement. The results of any audit shall not limit any other rights or remedies of Cequence.

5. PROPRIETARY RIGHTS

5.1. Cequence Ownership. Subject to any rights expressly granted to Customer in the Agreement, Cequence and its licensors, as applicable, reserve all right, title and interest in and to the Solution, including information presented in any form and intellectual property rights **("Cequence Intellectual Property").**

5.2. Customer Ownership and Licenses. As between Cequence and Customer, Customer owns all rights, title and interest in and to (a) all Customer Data and (b) any information supplied by Customer to Cequence as may be specified in any Order (collectively, **"Customer Materials"**). Customer grants Cequence a non-exclusive, non-transferable, royalty free, non-sublicenseable (except as needed for the provision of Solution or as set forth herein) worldwide right to access and use Customer Materials solely to provide the Solution to Customer at Customer's request. No other rights or implied licenses in Customer Materials are granted to Cequence other than as expressly set forth herein.

5.3. Feedback and Derivative Works. Customer is not required to provide (a) any suggestions, enhancement requests, recommendations or other feedback **("Feedback")** or (b) any ideas, technology, developments, derivative works or other intellectual property **("Derivative Works")** related to the Solution or any test features, services or products to which Customer is given access. If Customer does so, Customer grants Cequence a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use, or incorporate into any of its services, any Feedback or Derivative Works. Customer may only create Derivative Works relating to the Solution or any test features, services or products to which Customer is given access, with prior written consent from Cequence.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. As used herein, **"Confidential Information"** means all confidential information disclosed by a Party **("Discloser")** to the other Party **("Recipient")**, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information will include, but is not limited to, Customer Data; Cequence Confidential Information includes, but is not limited to, the SaaS Platform, information or technology used in connection with the Solution, this Agreement and all Orders; and Confidential Information of each Discloser includes Discloser's non-public business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to Discloser, (b) was known to Recipient prior to its disclosure by Discloser without breach of any obligation owed to Discloser, (c) is received from a third party without any obligation of confidentiality, or (d) was independently developed by Recipient without reference to or use of Discloser's Confidential Information.

6.2 Protection of Confidential Information. Except as otherwise permitted in writing by Discloser, Recipient will (a) use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) and use Discloser's Confidential Information only for purposes of this Agreement, and (b) Recipient will limit access to Confidential Information of Discloser to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have agreed to confidentiality obligations with Recipient that are no less stringent than those herein. In addition

to the foregoing, Recipient may disclose Confidential Information in any due diligence of Recipient in connection with any corporate transaction, provided that such disclosure is made under a binding obligation of confidentiality with terms similar to those herein.

6.3 Compelled Disclosure. Recipient may disclose Confidential Information of Discloser to the extent required or compelled by law to do so, provided Recipient gives Discloser prior notice of such compelled disclosure (unless notice is prohibited by law) and reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. If Recipient is compelled by law to disclose Discloser's Confidential Information as part of a civil proceeding, and Discloser is not contesting the disclosure, Discloser will reimburse Recipient for its reasonable cost of compiling and providing secure access to such Confidential Information.

7. DATA AND PRIVACY

7.1 Customer Data Ownership. (a) Customer owns all rights, title, and interest in and to all of Customer Data. Subject to this Agreement, Customer grants Cequence, its Affiliates, and applicable contractors a worldwide, non-exclusive, limited-term license to host, process, transmit, and display Customer Data only as reasonably necessary (i) to provide, maintain, and update the System; (ii) to prevent or address security or technical issues, including providing support; (iii) to comply with legal requirements, the Privacy Policy, or as expressly permitted in writing by Customer. (b) To the extent Data Protection Laws apply to Customer Data in the System, as defined in such laws, Customer represents and warrants that: (i) Customer have secured all necessary rights in and to Customer Data to grant Cequence the license in this Section and to transfer such Customer Data to Cequence, (ii) the transfer of Customer Data to Cequence does not violate Data Protection Laws or Customer privacy policy, and (iii) Customer will comply with Customer privacy policy and Customer obligations under Data Protection Laws, including in any instructions Customer gives Cequence for processing Customer Data. (c) For purposes of CCPA, Cequence is a "Service Provider" as that term is defined in the CCPA. Cequence does not sell personal information (as defined in CCPA) contained in Customer Data.

7.2 Protection of Customer Data. Cequence will maintain appropriate technical and organizational safeguards for the protection of Customer Data in accordance with the terms of its Privacy Policy and its obligations under Data Protection Laws. Cequence may amend its Privacy Policy from time to time in its sole discretion. Customer acknowledge that Customer have read and understand the Privacy Policy. To the extent Customer Data is subject to EU Data Protection Laws or CCPA, Customer and Cequence agree to enter into a Data Processing Addendum ("DPA") or CCPA Addendum as applicable. Customer can request Cequence's DPA or a CCPA Addendum from hello@cequence.io. If Customer executes a DPA or a CCPA Addendum, then the terms of such DPA or CCPA Addendum will apply and will be incorporated into this Agreement upon execution by the Parties.

7.3 Aggregate and Anonymized Data. In order to maintain, provide and improve the System, Customer hereby consent to Cequence collecting, using, processing, or otherwise exploiting Aggregate and Anonymized Data (as defined below) in any way, in its sole discretion. For clarity, this Section 7.3 does not give Cequence the right to identify Customer as the source of any Aggregate and Anonymized Data.

8. WARRANTIES AND DISCLAIMERS

8.1 Mutual Warranties. Each Party represents and warrants that (a) it has the legal power to enter into this Agreement, (b) it will use commercially reasonable efforts through the use of anti-virus protection not to transmit to the other Party any Disabling Code, and (c) it will comply with all applicable laws with respect to its rights and

obligations pursuant to this Agreement.

8.2   Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, CEQUENCE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. INDEMNIFICATION

9.1   Indemnification by Cequence. Cequence will defend, indemnify and hold harmless Customer against any claim made or brought against Cequence by a third party ("Claim(s)"), alleging that the System infringes or misappropriates a third party's intellectual property rights (an "IP Right"). If Cequence receives information about an infringement or misappropriation Claim related to the System, Cequence may in Cequence's discretion and at no cost to Customer (i) modify the System to render it non-infringing; (ii) obtain a license for Customer continued use of the System; or (iii) terminate Customer subscription and refund Customer any prepaid fees. The above defense and indemnification obligations do not apply if (1) the Claim arises from a modification to the System by anyone not under Cequence's direction or control; (2) a Claim arises from the use or combination of the System with software, hardware, data, or processes not provided by Cequence, if such use would not otherwise infringe; or (3) a Claim arising from Customer's use of the System in violation of this Agreement**.**

9.2   Indemnification by Customer. Customer will defend, indemnify and hold harmless Cequence against any Claim made or brought against Cequence by a third party (a) relating to or arising from Customer's use of the Solution in violation of this Agreement, or (b) relating to or arising from Cequence's permitted use of Customer Data, Customer Materials; provided that Cequence (i) gives Customer written notice of the Claim; (ii) gives Customer sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim without Cequence's written approval, which will not be unreasonably withheld or delayed, unless the settlement unconditionally releases Cequence of all liability); and (iii) provides to Customer all reasonable assistance, at Customer's expense.

10. LIMITATION OF LIABILITY
10.1.   Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE LIABILITY.

10.2.   Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11.   TERM AND TERMINATION
11.1.   Term of Agreement. This Agreement commences on the Effective Date and will remain in effect until the earlier of (a) the expiration or termination of all Orders under this Agreement or (b) the termination of this

Agreement in accordance with this Section. Upon termination of this Agreement for any reason, all rights and subscriptions granted to Customer including all Orders will immediately terminate and Customer will cease using the Solution. For avoidance of doubt, upon termination of any Order, the Solution provided pursuant to such Order shall cease and Customer shall stop using such Solution.

11.2. Automatic Renewal. Subscriptions for the SaaS Platform commence on the Effective Date specified in the applicable Order and continue for the subscription Term specified therein, unless otherwise terminated. Except as otherwise specified herein or in the applicable Order, all subscriptions will automatically renew for additional periods of one year (each a **"Renewal Term"**) unless either Party gives the other Party written notice of non-renewal at least 60 days prior to the end of the applicable Term or Renewal Term.

11.3. Termination for Cause. A Party may terminate this Agreement or any applicable Order for cause: (a) upon 30 days' written notice to the other Party of a material breach (including details sufficient to identify the material breach) if such breach remains uncured at the expiration of such period, (b) immediately for material violations of confidentiality obligations, or (c) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

11.4.   Survival. Any provision of this Agreement that expressly or by implication is intended to survive termination, regardless of the date, cause or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination and will continue in full force and effect.

11.5. Refund or Payment upon Termination. Upon any termination for cause by Customer, Cequence will refund Customer a pro-rata portion of any prepaid SaaS Platform Fees that cover the remainder of the Term after the effective date of termination and a pro- rata portion of any prepaid Services Fees that cover Services that have not been delivered as of the effective date of termination. Upon any termination for cause by Cequence, Customer will pay any unpaid Fees covering the remainder of the Term of all subscriptions under the applicable Orders after the effective date of termination and for any Services provided up to the date of termination. In no event will any termination relieve Customer of the obligation to pay any Fees payable to Cequence for the period prior to the effective date of termination.

11. SERVICES

11.1   Availability of Customer Resources. Customer will make available to Cequence certain of Customer personnel, business information and other relevant information as reasonably required by Cequence in the performance of any Services hereunder or as specified in any applicable Order. Customer will ensure that competent personnel are available during normal working hours to provide information and other support to Cequence while providing Services. Customer acknowledges that the timeliness or provision of Services may be dependent on such Customer's personnel availability and cooperation.

11.2 Compliance with Customer or Cequence Rules.   If applicable, while on the premises of the other Party for training or other services, each Party will take reasonable measures to have its personnel comply with the other Party's reasonable rules and policies regarding safety, security, and conduct made known to such Party, and will at Customer's request promptly remove from the project any of its personnel not following such rules and

regulations.

12. DISPUTE RESOLUTION, GOVERNING LAW & NOTICES

12.1 Dispute Resolution, Governing Law. The Parties will use reasonable efforts to resolve any dispute between them in good faith prior to initiating legal action. Any claim or cause of action under or relating to this Agreement will be brought in the state or federal courts located to Civil Court of the City of New York in the first instance and the Parties agree to submit to the exclusive personal jurisdiction of such courts. This Agreement will be governed by the laws of New York, excluding choice of law principles.

Notwithstanding the above, for Customers headquartered in the European Economic Area, as set forth in the Order, claims or causes of action relating to this Agreement will be brought in the courts of Slovakia and the Parties agree to submit to the exclusive personal jurisdiction of such courts. For such Customers, this Agreement will be governed by the Slovak law, excluding choice of law principles.

12.2. Manner of Giving Notice. Notices required to be given under this Agreement shall be in writing and can be delivered by email, hand, sent by pre-paid post or recorded delivery post to the other party at its address set out in this Agreement or the Order.

12.3. Waiver of Jury Trial. Each Party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

13.GENERAL PROVISIONS

13.1. No Dependence on Future Functionality. Customer agrees that Customer is not entering into this Agreement or any Order contingent on the provision of any future functionality relating in any way to the Solution unless expressly provided in any Order and no statement or other information made or provided orally or otherwise shall be binding unless specifically set forth in an Order.

13.2. Export Compliance. Each Party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports or otherwise restricted from doing business with any U.S. company, and Customer will not access or use the Solution in violation of any U.S. or international export embargo, prohibition or restriction.

13.3. Force Majeure. Neither Party will be in default for failing to perform any obligation hereunder, if such failure is caused solely by supervening conditions beyond the failing Party's reasonable control, including without limitation acts of God, civil commotion, strikes, terrorism, failure of third-party networks or services or the public Internet, power outages, labor disputes or governmental demands or restrictions.

13.4. Relationship of the Parties. The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, and fiduciary or employment relationship between the Parties.

13.5. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, unless expressly stated otherwise.

13.6. Waiver and Cumulative Remedies. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a Party at law or in equity.

13.7. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

13.8. Assignment. Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of Cequence (not to be unreasonably withheld or delayed). Notwithstanding the foregoing, either Party may assign this Agreement in its entirety (including all Orders), without consent of the other Party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. This Agreement will bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

13.9. General. This Agreement, including all exhibits and addenda hereto and all Orders, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Cequence reserves the right to make any changes or amendments to this Agreement upon prior notice to the Customer. The notice can be provided via e-mail, notification in the system or by highlighting the change in the website. 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, the terms of this Agreement will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a Customer purchase order or other order documentation (excluding Orders) will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null and void. This Agreement may be executed in counterparts, each of which, when so executed and delivered (including by electronic transmission), shall be deemed an original, and both of which shall constitute one and the same agreement.

EXHIBIT A

STANDARD SERVICES LEVEL AGREEMENT

This SLA is an exhibit to the General Terms and Conditions between Cequence and Customer.

Product support is provided by the Cequence Customer Support Team ("CST"). Support encompasses technical troubleshooting, functional expertise and instruction on the configuration and use of Cequence products, as well as general customer service. Cequence recommends that Customer leverage internal support mechanisms and/or the self-service content in the Cequence Community in addition to the CST members for the best experience possible.

Capitalized terms have the meanings given to them herein or in the Agreement. The term "SaaS Platform" means all software-as-a-service products subscribed to by Customer. The term "Month" means calendar month.

The terms of the Service Level Agreement ("SLA") are as follows.

Uptime – Uptime is the time during any Month that the SAAS Platform is available within reasonable response times. Cequence has an Uptime guarantee of 99.5% except for scheduled maintenance. The calculation used to arrive at the Uptime result is:

(# of Minutes Per Month*) x (99.50%) = #Uptime Minutes Per Month

Uptime Measurement & Exclusions – Uptime is measured by our external monitoring system through API access and HTTP screen loads. Uptime excludes scheduled maintenance and any downtime or service interruptions caused by any third-party network or application (ex. downtime of a Social Media Network).

Customer Support Hours – Standard Cequence Customer Support hours are **8x5**.

Customer Support Contact Options - Customer can reach the Cequence through the following channels.
- In-App: The ticket form in the Cequence SaaS Platform
- Email: hello@cequence.io