'Software as a Service' Terms and Conditions

These 'Software as a Service' Terms and Conditions (this "**SaaS License Agreement**") is entered into by and between the parties listed, and as of the Effective Date stated on the quote, referencing agreement or other any agreement that references this SaaS License Agreement (the "**Referencing Agreement**"). The SaaS License Agreement and the Referencing Agreement are referred to herein as the "**Agreement**". For clarity, "**Customer**" is the specific entity listed on the Referencing Agreement and does not include parents, subsidiaries or any other affiliated entities (unless specifically listed in the Referencing Agreement). This SaaS License Agreement sets forth the terms and conditions under which Service Provider will provide the Customer with software-as-a-service access to the object code form of the SaaS Products specifically identified on the Referencing Agreement (the "**Software**") and made available to Customer as a hosted service (the "**Services**"). There shall be no force or effect to any different terms of any related purchase order or similar Customer generated form even if signed by the parties after the date hereof. Any capitalized terms used herein and not expressly defined shall have the meaning given to them as set forth in the Referencing Agreement executed between.

1. ACCESS AND USE

1.1   Unless otherwise set forth in the Referencing Agreement, Service Provider hereby grants to Customer a fixed term, worldwide, nonexclusive, royalty free (for the Subscription Term, upon full payment of Fees), non-sublicensable and non-transferable right to access and use the Software solely as part of the Services, solely for Customer's own internal use and solely to perform those functions defined in the user documentation generally available in hard copy or electronic form to Service Provider's general customer base ("**Documentation**"), and subject to all limitations and restrictions contained herein and in the Referencing Agreement ("**Use**"). All rights and licenses granted hereunder to Use the Services shall terminate immediately, without notice, upon expiration or termination of the Initial Subscription Term (as defined in the Referencing Agreement) or, if renewed, the applicable Renewal Term (as defined in Section 5 herein below).The Service Provider uses various pricing and scope-of-use models in selling licenses to the Services (e.g. per named user, per core), The "License Model" for accessing the Services licensed by Customer is set forth in the Referencing Agreement. The Services may contain or be accompanied by certain third-party components created and separately subscribed to Customer by third parties. CONSEQUENTLY, SERVICE PROVIDER'S PROVISION OF THIRD-PARTY COMPONENTS TO CUSTOMER IS ON AN "AS IS" BASIS WITHOUT WARRANTY FROM SERVICE PROVIDER OF ANY KIND. SERVICE PROVIDER DISCLAIMS ALL WARRANTIES AND INDEMNITIES WITH RESPECT TO THE THIRD-PARTY COMPONENTS, EXPRESS OR IMPLIED, AND ASSUMES NO LIABILITY WITH RESPECT TO THE THIRD-PARTY COMPONENTS.

1.2 Unless otherwise specifically provided in the Referencing Agreement, "Authorized Users" are defined as: (i) employees of Customer; and (ii) third-party individuals that are accessing the Software, solely: (a) on behalf of Customer, and (b) are authorized by Customer and who do not compete with Service Provider ("**Third-Party Users**"). Customer is fully liable for the acts and omissions of Third-Party Users under the Agreement. Customer shall not permit any parent, subsidiaries, affiliated entities, or third parties to access the Services unless they meet the definition of Third-Party Users. For clarity, Third-Party Users are licensed to access the Services solely as agents of Customer solely for Customer's own internal use of the Software. Third-Party Users have no right or license to make use of the Software for the Third-Party User's benefit or internal purposes.

1.3   Service Provider will use reasonable efforts to achieve Service Provider's availability goals described in the 'Service Level Addendum for SaaS' located at www.aurea.com/saasserviceleveladdendum. As part of the registration process, Customer shall identify an administrative username and password for Customer's company account. Service Provider reserves the right to refuse registration or cancel passwords it deems inappropriate. Service Provider shall have the right to alter its Software hosting locations in its sole discretion.

1.4   Support terms are set forth on the 'Support Addendum for SaaS' located at www.aurea.com/saassupportaddendum. Notwithstanding the foregoing, Service Provider shall have the right to discontinue support for the Services at the end of any Subscription Term upon written notice to Customer.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1   Customer agrees to comply with all applicable laws, regulations and ordinances relating to its use of the Services, Software or anything related thereto.

2.2   Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any Software, Documentation or data related to the Services; modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Service Provider or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third-party; or remove any proprietary notices or labels.

2.3   Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. Customer agrees that all Service Provider offerings are subject to U.S. export control laws and regulations, including the Export Control Reform Act, the International Emergency Economic Powers Act, the Trading with the Enemy Act, the regulations of the Office of Foreign Assets Control ("OFAC"), the Bureau of Industry and Security, and the department of State, and similar restrictions under U.S. law, executive order, regulation, or rule ((collectively, the "Export Laws"). Customer agrees to comply with all applicable Export Laws in connection with Customer's use of the Service Provider offerings. Customer further agrees that, unless permitted by the Export Laws, it will not allow goods and services that Customers offers through its use of the Service Provider offerings to be used by or for the benefit of any person in any jurisdiction that is the subject of an export embargo or similar restrictions under the Export Laws of any other U.S. law, executive order, regulation, or rule, Currently such jurisdictions are Cuba, Iran, North Korea, , the territory of Crimea the Donetsk and Luhansk oblasts of Ukraine, Russia, Belarus and Syria, which jurisdictions may change from time to time. Further, Service Provider may refuse to provide the Service Provider offerings and/or any other services to the Customer, to any jurisdiction, or to any other person where

the Service Provider reasonably believes that the provision of the Service Provider offerings or other services to any jurisdiction or person is prohibited by U.S. or other applicable law, executive order, regulation, or rule, including but not limited to the Export Laws. Such a refusal will not be considered a breach of this Agreement and, in the event that Customer or the jurisdiction in which it is incorporated, is domesticated or operates becomes subject to U.S. laws which prohibit the provision of goods, services, technology or other items to Customer or such jurisdiction, this Agreement will automatically terminate. Service Provider may ascertain the jurisdiction and/or identity of the person receiving the Service Provider offerings, by any means of its choosing, including but not limited to an Internet Protocol ("IP") address look-up technology that is designed to identify the location of the IP address and to block IP addresses located in certain territories. As defined in FAR section 2.101, the Software and Documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of the Agreement and will be prohibited except to the extent expressly permitted by the terms of the Agreement. Customer hereby agrees not to provide to Service Provider any technical data as that term is defined in the International Traffic in Arms Regulations ("**ITAR**") at 22 CFR 120.10.

2.4   Customer will defend, indemnify and hold harmless Service Provider, and its respective Service Provider Affiliates, directors, officers, employees and agents, from and against any and all claims, costs, losses, damages, judgments and expenses (including reasonable attorneys' fees) arising out of or in connection with (i) Customer or Authorized Users' violation of the terms of the Agreement; and (ii) Customer's or Authorized Users' content or inputs into the Service (including, but not limited to Customer Data). Although Service Provider has no obligation to monitor Customer's use of the Services, Service Provider may do so and may prohibit any use of the Services if it believes that such use may be (or alleged to be) in violation of the Agreement.

2.5   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, internet connections, hardware, servers, software, operating systems, networking, web browsers, web servers and the like (collectively, "**Equipment**"). Customer shall also be solely responsible for (i) using types and versions of Equipment that are compatible with the Services, maintaining the security of the Equipment and (ii) securing Customer account, passwords (including but not limited to administrative and user passwords) and files, and (iii) all uses of Customer account and Equipment with or without Customer's knowledge or consent.

3.   CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1   Each party, as a recipient of information (the "**Receiving Party**") understands that the disclosing party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Service Provider includes non-public information regarding features, functionality and performance

of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Service Provider to enable the provision of the Services ("Customer Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third-party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law. Notwithstanding anything to the contrary, there shall be no expiration or termination to the obligation of confidentiality owed by the Receiving Party hereunder as to any trade secret shared by the Disclosing Party. Nothing in the Agreement will be construed to convey any title or ownership rights of a party's Proprietary Information to the other.

3.2   Customer shall own all right, title and interest in and to the Customer Data. Service Provider shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, including those resulting from feature requests or other suggestions from the Customer, (b) any software, applications, inventions or other technology developed in connection with professional services, implementation services or support, and (c) all intellectual property rights related to any of the foregoing.

3.3   Notwithstanding anything to the contrary, Service Provider shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Service Provider will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Service Provider offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. Service Provider reserves all rights not expressly granted herein.

4.   PAYMENT OF FEES

4.1   The Fees for the Service during the Subscription Term are billed annually in advance. Customer shall pay Service Provider the then applicable fees described in the Referencing Agreement for the Services in accordance with the terms therein (the "**Fees**"). If Customer's use of the Services exceeds the permitted scope of the License Model or otherwise requires the payment of additional fees (per the terms of the Agreement), Customer will be billed at then-current rates for such usage, and Customer agrees to immediately pay the additional fees in the manner provided herein. Unless otherwise expressly stated in the Referencing Agreement, Service Provider reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of each Subscription Term, upon sixty (60) days prior notice to Customer (which may be sent by email). The annual fee for any renewal term shall be the Service Provider's then current subscription price for the applicable Services at the time of renewal. If Customer believes that Service Provider has billed Customer incorrectly, Customer must

contact Service Provider no later than thirty (30) days after the closing date on the first billing statement in which the error or problem appeared, in order to be eligible to receive an adjustment or credit. Inquiries should be directed to Service Provider's customer support department. Nothing in this section waives any rights that Service Provider has under the law or equity to enforce its rights to the full extent of the law if Customer violates the scope of the licenses granted herein.

4.2   Service Provider may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Service Provider thirty (30) days after the mailing date of the invoice. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Service Provider's net income.

4.3   The subscription, service fees, and other amounts required to be paid hereunder do not include any amount for taxes or levy (including interest and penalties). Customer shall reimburse Service Provider and hold Service Provider harmless for all sales, use, VAT, excise, property or other taxes or levies which Service Provider is required to collect or remit to applicable tax authorities. This provision does not apply to Service Provider's income or franchise taxes, or any taxes for which Customer is exempt, provided Customer has furnished Service Provider with a valid tax exemption certificate. The Customer will pay all import duties, levies or imposts, and all goods and services sales, use, value added or property taxes of any nature, assessed upon or with respect to the Agreement. If the Customer is required by law to make any deduction or to withhold from any sum payable to the Service Provider by the Customer hereunder, then the sum payable by the Customer upon which the deduction or withholding is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, the Service Provider receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount the Service Provider would have received and retained in the absence of such required deduction or withholding. If the Customer is required by law to make any such deduction or withholding, the Customer shall promptly effect payment thereof to the applicable tax authorities. The Customer shall also promptly provide the Service Provider with official tax receipts or other evidence issued by the applicable tax authorities sufficient to enable the Service Provider to support a claim (if applicable) for income tax credits in the Service Provider's applicable taxable country.

4.4   During the Subscription Term and for a period of two (2) years following any termination or expiration of the Agreement, Customer shall maintain written records related to the Use of the Services by Customer, as reasonably necessary to verify compliance with the licensing and usage terms of the Agreement. Such records will be kept in accordance with Customer's documented records retention policy and records retention schedule applicable thereto. Not more than once annually, and with notice of not less than twenty (20) business days, Service Provider may (or may engage a third-party, which will be subject to a confidentiality obligation), to verify compliance ("**Verification**".) Verification will take place during normal business hours and in a manner that does not interfere unreasonably with Customer's operations. At Service Provider's option, Service Provider may request, and Customer hereby agrees to complete, a self-audit questionnaire relating to Customer's usage under the rights granted to Customer in the Agreement. If Verification or self-audit reveals unlicensed use of the Services, Customer agrees to compensate Service Provider as set forth in Section 4.1. All costs of the Verification will be borne by Service

Provider, unless unlicensed usage of five percent (5%) or more is found ("**Material Unlicensed Usage**"). If Material Unlicensed Usage is found during Verification, Customer shall reimburse Service Provider for the actual costs associated with performance of the Verification. By invoking the rights and procedures described in this Section 4.4, Service Provider does not waive the right to enforce other terms of the Agreement, including, but not limited to, any intellectual property rights by other means as permitted by law.

5.   **TERM AND TERMINATION**

5.1   Subject to earlier termination as provided below, the Agreement is for the Initial Subscription Term as specified in the Referencing Agreement, and shall be automatically renewed for additional periods of the same duration as the Initial Subscription Term (each a "**Renewal Term**"), unless either party requests termination at least sixty (60) days prior to the end of the then-current term. The Initial Subscription Term together with all Renewal Term(s) are collectively, the "Subscription Term".

5.2   In addition to any other remedies it may have, either party may also terminate the Agreement upon thirty (30) days' written notice (or without notice in the case of nonpayment), if the other party materially breaches any of the terms or conditions of the Agreement and such breach is not cured within such thirty (30) day period. Customer is responsible for all outstanding Fees due at the time of termination. Upon any termination, Service Provider shall make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days, but thereafter Service Provider may, but is not obligated to, delete stored Customer Data. Further, as Customer off-boarding is not a material function of the Software and associated Services, Service Provider is not responsible for any inability of Customer to retrieve all Customer Data from the system before deletion. All sections of the Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

5.3   Suspension of Services. If Service Provider, in good faith, believes that Customer has breached the Agreement or determines that Customer is using the Service in such a way as to negatively impact its ongoing business interests, Service Provider may suspend Customer's access to the Services, without refund, in addition to such other remedies as Service Provider may have at law or pursuant to the Agreement. Whether breach results in suspension and/or termination of access is at Service Provider's sole discretion.

6.   **WARRANTY AND DISCLAIMER**

Service Provider shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Service Provider or by third-party providers, or because of other causes beyond Service Provider's reasonable control, but Service Provider shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. Customer's sole remedy for breach of this warranty is set forth as "credits" in the Service Level Addendum for SaaS. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE

ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 6, THE SERVICES, SOFTWARE, SUPPORT SERVICES, CONFIDENTIAL INFORMATION, AND ALL OTHER TECHNOLOGY, SOFTWARE, SERVICES, DATA AND MATERIALS PROVIDED BY SERVICE PROVIDER ARE PROVIDED "AS IS", "WHERE IS", AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS SECTION 6 (WARRANTY) OR ELSEWHERE IN THE AGREEMENT, SERVICE PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CUSTOMER'S PRIVACY, TECHNOLOGY, SOFTWARE, DATA, CONFIDENTIAL INFORMATION, OR OTHER MATERIALS.

7. SERVICE PROVIDER INDEMNITY

Service Provider shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Service Provider is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Service Provider will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Service Provider, (ii) made in whole or in part in accordance with Customer specifications, (iii) that are modified after delivery by Service Provider, (iv) combined with other products, Equipment, processes or materials where the alleged infringement relates to such combination,(v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with the Agreement. If, due to a claim of infringement, the Services or Software are held by a court of competent jurisdiction to be or are believed by Service Provider to be infringing, Service Provider may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate the Agreement and Customer's rights hereunder and provide Customer, as Customer's sole remedy and Service Provider's sole liability for such termination, a refund of any prepaid, unused fees for the Service calculated as of the effective date of the termination. Service Provider's obligations as set forth in this Section 7 are subject to the other party providing full cooperation in good faith in the defense of any such claim.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR IP INDEMNITY AS SET FORTH IN SECTION 7 OR PERSONAL INJURY OR DEATH CAUSED BY SERVICE PROVIDER PERSONNEL WHILE, IF EVER, ON CUSTOMER'S SITE, SERVICE PROVIDER AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, INDEMNITY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ATTORNEY'S FEES, OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND SERVICE PROVIDER'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO SERVICE PROVIDER FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF APPLICABLE LAW LIMITS THE APPLICATION OF THIS SECTION 8, SERVICE PROVIDER'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMISSIBLE.

9. MISCELLANEOUS

9.1 If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The Agreement is not assignable, transferable or sublicensable by Customer except with Service Provider's prior written consent. Service Provider may transfer and assign any of its rights and obligations under the Agreement without consent. The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of the Agreement and Customer does not have any authority of any kind to bind Service Provider in any respect whatsoever. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices, including notices of non-renewal, shall be sent to the applicable address specified on the Referencing Agreement to the attention of the Chief Financial Officer and General Counsel or to such other address as the parties may designate in writing. Any notice of material breach will clearly define the breach including the specific contractual obligation that has been breached. The Agreement shall be governed by the laws of the State of Texas without regard to its conflict of laws provisions. The parties agree that the federal and state courts located in Travis County, Texas, USA will have exclusive jurisdiction for any dispute arising under, out of, or relating to the Agreement.

9.2   At the direction and sole discretion of Service Provider, affiliates of Service Provider (the "**Service Provider Affiliates**") may perform certain tasks related to Service Provider's obligations and rights under the Referencing Agreement and the Agreement, including, but not limited to, invoicing, payment, technical support, project management and/or sales support. Customer hereby consents to the Service Provider Affiliates' role. Customer further agrees and acknowledges that Service Provider and Customer are the only parties to the Referencing Agreement and the Agreement, and that any action taken by Service Provider Affiliates in connection with the performance of Service Provider's obligations under the Referencing Agreement and the Agreement will not give rise to any cause of action of any kind against the Service Provider Affiliates, regardless of the theory of recovery. Service Provider shall at all times retain full responsibility for Service Provider Affiliates' compliance with the applicable terms and conditions of the Referencing Agreement and the Agreement. Customer will indemnify and hold Service Provider harmless for any and all costs associated with Customer's violation of this provision.

9.3   Service Provider will have the right to use third parties, including offshore entities who employ foreign nationals, as well as employees and contractors of Service Provider Affiliates and subsidiaries, who may also be foreign nationals (collectively, "**Subcontractors**") in the performance of its obligations hereunder and, for purposes of the Agreement, all references to Service Provider or its employees will be deemed to include such Subcontractors. Service Provider will have the right to disclose Customer Proprietary Information to such third parties provided such third parties are subject to confidentiality obligations similar to those between Service Provider and Customer.

9.4   Customer is hereby placed on notice that the Software, Software updates, their related technology and services may be covered by one or more United States ("**US**") and non-US patents. A listing that associates patented products included in the Software, Software updates, their related technology and services with one or more patent numbers is available for Customer's and the general public's access at   https://markings.ipdynamics.ai/esw (hereinafter, the   "**Patent Notice**") and any successor or related locations designated by Service Provider. The association of products-to-patent numbers in the Patent Notice may not be an exclusive listing of associations, and other unlisted patents or pending patents may also be associated with the Software. Likewise, the patents or pending patents may also be associated with unlisted products. Customer agrees to regularly review the products-to-patent number(s) association at the Patent Notice to check for updates. The Software may include third-party products identified below and sublicensed by Service Provider to Customer. Some or all associations of the third-party products-to-patents are also identified in the Patent Notice by each associated third-party and product name.

9.5   Obligations with respect to personally identifiable information (if any) are set forth in the 'Privacy Addendum' located at www.aurea.com/globalprivacyaddendum.

9.6   **Country-Specific Terms.** If Customer is located outside of the United States, the following terms and conditions may apply to this SaaS License Agreement: www.aurea.com/countryspecificterms.