

MASTER LICENSE AND SOFTWARE AGREEMENT

LUMIVERO LLC AND ITS AFFILIATES (COLLECTIVELY, “LUMIVERO” OR “WE”) IS WILLING TO PROVIDE CERTAIN SOFTWARE AND SERVICES TO YOU AS THE INDIVIDUAL, THE COMPANY, OR THE LEGAL ENTITY (REFERENCED BELOW AS “YOU” OR “YOUR” OR “CUSTOMER”) THAT ENTERS INTO A WRITTEN OR ONLINE ORDER SCHEDULE OR SIMILAR DOCUMENT WITH LUMIVERO THAT REFERENCES THESE TERMS AND CONDITIONS OR THAT OTHERWISE PURCHASES SOFTWARE OR SERVICES ON LUMIVERO’S ONLINE WEB PORTAL ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THESE TERMS AND CONDITIONS (“AGREEMENT”). READ THIS AGREEMENT CAREFULLY BEFORE PURCHASING ANY SOFTWARE OR SERVICES FROM LUMIVERO. THIS IS A LEGAL AND ENFORCEABLE CONTRACT BETWEEN YOU AND LUMIVERO. BY ENTERING INTO A WRITTEN OR ONLINE ORDER SCHEDULE OR SIMILAR DOCUMENT WITH LUMIVERO THAT REFERENCES THIS AGREEMENT, OR BY PURCHASING SOFTWARE OR SERVICES ON LUMIVERO’S ONLINE WEB PORTAL, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

FOR THE SAKE OF CLARITY, IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF (AND FOR USE ON BEHALF OF) A COMPANY OR OTHER ENTITY (A “CORPORATE ENTITY”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH CORPORATE ENTITY TO THE TERMS OF THIS AGREEMENT AND YOU ACKNOWLEDGE THAT THE TERM “YOU” OR “CUSTOMER” REFERENCED BELOW REFERS TO SUCH CORPORATE ENTITY.

1. DEFINITIONS

1.1 *Affiliates* means any corporation, partnership, or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by, or under common control with a Party. For purposes of this definition “control” means the direct possession of a majority of the outstanding voting securities of an entity.

1.2 *Cloud Service* means Lumivero’s proprietary web-based software programs described on the applicable Order Schedule.

1.3 *Customer Data* means all Data of Customer made available by Customer to Lumivero for use in connection with the Services.

1.4 *Data* means text, images, content, documents, materials, and all other forms of data or communication.

1.5 *Documentation* means the documentation for the Software or Cloud Service generally supplied by Lumivero to assist its customers in the use of the Software or Cloud Service, including user and system administrator guides and manuals and other written materials, including the software functional specifications.

1.6 *DPA* means Lumivero’s data protection addendum, a copy of which may be found <https://www.lumivero.com/legal-and-compliance/data-protection-addendum> and which is hereby incorporated by reference herein and made a part of this Agreement.

1.7 *Feedback* means any Customer provided feedback and reports about any errors, problems, or defects in, or suggestions for changes and improvement to the Services or Software.

1.8 *Losses* means all claims, actions, proceedings, damages, losses, liabilities, and expenses, including reasonable attorney fees.

1.9 *Maintenance Services* means Lumivero’s maintenance and technical support services for the Software as set forth in Exhibit C.

1.10 *myLumivero Portal* means Lumivero’s online portal where customers may purchase certain Software and Services from Lumivero.

1.11 *Order Schedule* means each Lumivero ordering document signed by duly authorized representatives of both Parties which references this Agreement, identifies the specific Software or Services ordered by Customer from Lumivero, sets forth the prices for such Services, and contains other applicable terms and conditions. Order Schedules may also be entered into via the myLumivero Portal or deemed effective via invoice you receive when making a purchase through Lumivero's e-commerce channels.

1.12 *Lumivero Data* means all Data made available by Lumivero to Customer in connection with Customer's use of the Services.

1.13 *Professional Services* means those development, set-up, integration, configuration, consulting, and/or training services, if and as specified on an Order Schedule and/or on an SOW to be provided by Lumivero.

1.14 *Services* means the Cloud Service, Maintenance Services, and any Professional Services provided by Lumivero pursuant to Section 2.1 hereof. Customer may order the Cloud Service, Maintenance Services, and/or Professional Services from Lumivero via an Order Schedule.

1.15 *Software* means the software products provided by Lumivero to Customer for on-premises use by Customer and its Users and which are listed on an Order Schedule, along with all updates, enhancements, bug fixes, and new releases thereto that Lumivero makes available to Customer hereunder.

1.16 *SOW* means a Statement of Work referencing this Agreement and signed by both Parties from time to time that sets forth Professional Services to be provided by Lumivero and certain other terms related thereto that are agreed between the Parties. The Parties acknowledge that for small Professional Services engagements, an Order Schedule may serve as the SOW.

1.17 *Users* mean individuals who are authorized by Customer to use the Services, and, with respect to the Cloud Service, who have been supplied passwords by Customer (or by Lumivero at Customer's request). Users consist of designated employees, faculty, students, interns, alumni, and independent contractors of Customer.

1.18 *Work Product* means any work product, deliverables, programs, interfaces, modifications, configurations, reports, analyses, or documentation developed by Lumivero on behalf of Customer and delivered to Customer in the performance of Professional Services.

2. SERVICES

2.1 *Services.* Lumivero shall provide Customer with the specific Services and/or Software specified on an Order Schedule or SOW, as the case may be. Customer acknowledges that (i) the Cloud Service is provided in accordance with, and is subject to, the provisions set forth in this Agreement, the applicable Order Schedule, as well as the additional terms and conditions set forth on Exhibit A hereto; (ii) the Software is provided in accordance with, and is subject to, the provisions set forth in this Agreement, the applicable Order Schedule, as well as the additional terms and conditions set forth on Exhibit B hereto; (iii) Maintenance Services are provided in accordance with, and are subject to, the provisions set forth in this Agreement, the applicable Order Schedule, as well as the additional terms and conditions set forth on Exhibit C hereto; and (iv) the Professional Services are provided in accordance with, and are subject to, the provisions set forth in this Agreement and the applicable SOW (or Order Schedule as the case may be), as well as the additional terms and conditions set forth on Exhibit C hereto. *Any conflict between the terms and conditions set forth in this Agreement and any Order Schedule or SOW shall be resolved in favor of this Agreement unless such Order Schedule or SOW expressly references the conflicting provision in this Agreement that it is intended to control and states that it is to control.*

2.2 *Affiliates Not Under Direct Order Schedule.* Subject to the terms of the Order Schedule and this Agreement, Customer may make the Software available to its Affiliates provided that all licensing restrictions are complied with in each instance by each such Affiliate. By way of example, if an Order Schedule limits use of the Software to ten (10) Users, then the use by Customer and its Affiliates, when aggregated together, shall not exceed a total of ten (10) Users. Customer shall be liable for any breach of the terms and conditions of this Agreement by any of its Affiliates, except where the Affiliate has signed its own Order Schedule with Lumivero pursuant to Section 2.3.

2.3 *Affiliates Under Direct Order Schedule*__. In addition to Section 2.2, Customer or an Affiliate of Customer may enter into an Order Schedule with Lumivero or a Lumivero Affiliate to provide

Software or Services to such Customer or a Customer Affiliate under the terms of this Agreement. Each Order Schedule, together with the terms of this Agreement, shall constitute and be construed as a separate agreement between the two parties entering into such Order Schedule. For the avoidance of doubt, upon the execution of an Order Schedule issued hereunder, the entities that are a party to such Order Schedule shall be subject to, and bound by, the terms of this Agreement as if each such entity executed this Agreement as “Lumivero” and “Customer,” as applicable. Lumivero or any Lumivero Affiliate that is not a party to an Order Schedule shall not be jointly and severally liable for the obligations of the Lumivero Affiliate that is a party to such Order Schedule, and Customer or any Customer Affiliate that is not a party to an Order Schedule shall not be jointly or severally liable for the obligations of the Customer Affiliate that is a party to such Order Schedule.

3. FEES; PAYMENT TERMS

3.1 *Fees.* Customer agrees to pay Lumivero for the Software and Services provided and expenses incurred on the basis and at the rates specified in each Order Schedule or SOW, as the case may be. Unless otherwise set forth on the Order Schedule or SOW, payment shall be due within thirty (30) days after the date of Lumivero’s invoice and shall be made in US Dollars. Customer agrees to pay a late charge of one-and-one-half percent (1.5 of the time. Monthly uptime will be calculated per calendar month, as follows:

- Monthly Uptime general availability of the Cloud Service for a calendar month, Customer shall receive a credit for one full day of its Lumivero Cloud Service subscription for each full hour of general Cloud Service unavailability below 99.9%. Credits are limited to a maximum of ten (10) days per rolling period of one (1) month, and ninety (90) days per rolling period of one (1) year. Any such credit shall be applied to Customer’s next invoice (or refunded if there are no forthcoming invoices). The foregoing credits specified above shall be the sole remedy available to Customer for breach by Lumivero of its availability warranty set forth herein.

Reporting and Claims: To file a claim under this Section SLA, Customer must send a written claim to Lumivero with the following details:

- Billing information, including company name, billing address, billing contact and billing contact phone number;
- Downtime information with dates and time periods for each instance of downtime during the relevant period; and
- An explanation of the claim made under this Section including any relevant calculations.

Claims may only be made on a calendar month basis and must be submitted within thirty (30) days after the end of the relevant month.

All claims will be verified against Lumivero's system records. Should any periods of downtime submitted by Customer be disputed, Lumivero will provide to Customer a record of Cloud Service availability for the period in question. Lumivero will only provide records of system availability in response to good faith Customer claims.

****Exhibit B**

******SOFTWARE TERMS****

In the event that Customer licenses any of Lumivero's Software for installation at a Customer location, the following additional terms shall apply:

1.1 License.** Subject to the terms and conditions of this Agreement, upon the execution of an Order Schedule by Lumivero and Customer, Lumivero grants to Customer a non-exclusive, non-transferable term license to install, execute, and use the Software, in object code form only, as well as the accompanying Documentation, solely for Customer's internal use, and solely in connection with the number of licenses licensed by Customer (as reflected on the Order Schedule). Customer shall only install the Software at the site(s) set forth on the Order Schedule (the "Sites"). The preceding sentence does not, however, restrict the ability of Users to access the Software over the internet from any site outside the Sites. The foregoing license is subject to the other terms set forth in this Agreement, any additional terms set forth in the applicable Order Schedule, and payment of all applicable license fees. Notwithstanding the foregoing, Customer shall only use the Software and Documentation during the specified term set forth on the Order Schedule (the "License Term"). Except as expressly set forth in the Agreement or this Exhibit, all fees are non-refundable.

1.2 **Copies**.**** Customer may make a reasonable number of copies of the Software and Documentation solely for Customer's internal back-up and archival purposes only, provided that all such copies shall bear the original and unmodified copyright, patent, and other intellectual property markings as originally delivered by Lumivero.

1.3 **Delivery**.**** Lumivero shall deliver one (1) copy of the ordered Software and Documentation after its execution of the applicable Order Schedule or on such other date as may be specified in the applicable Order Schedule.

1.4 **Software Warranty**.**** Lumivero warrants that during the term of any Order Schedule for the Software, the Software will perform in conformity with its Documentation, in all material respects. Such warranty does not apply to Software that has been damaged, mishandled, mistreated, altered or used, maintained or stored contrary to any written instructions provided by Lumivero. If the above warranty is breached, Lumivero will, at its option and at no cost to Customer: (a) provide remedial services necessary to enable the Software to conform to the warranty; or (b) replace any defective Software. If Lumivero is unable to fix or replace the defective Software within thirty (30) days then Customer may terminate the applicable Order Schedule and will receive a pro rata refund of the prepaid, unused Fees paid by Customer for the balance of the unexpired term of the Order Schedule. Customer will notify Lumivero promptly in writing of any breach of warranty. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranties.

1.5 **Users**.**** Unless otherwise expressly set forth on an Order Schedule, the Software may only be accessed and used by Customer and its Users; provided, however, that Customer shall take appropriate action, by instruction or agreement, to ensure that the Software is being used by such Users in accordance with the terms and conditions of this Agreement. Customer shall be liable for any breach of this Agreement by any of its Users.

1.6 **Restrictions.** Customer shall not and shall not allow any third party to (i) decompile, disassemble, reverse engineer, or attempt to reconstruct, identify, or discover any source code, underlying ideas, underlying user interface techniques, or algorithms of the Software or any portion thereof, or otherwise derive its source code; (ii) modify, translate, or create derivative works of the Software or Documentation; (iii) sell, lease, license, sublicense, copy (except as permitted in Section

1.2 above), market, or distribute the Software or Documentation; or (iv) use the Software for any timesharing, service bureau, subscription, rental, or similar uses without the express prior written consent of Lumivero in each instance or use the Software on behalf of any third party. Customer shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software.

****Exhibit C**

******MAINTENANCE AND TECHNICAL SUPPORT****

A. Maintenance

All enterprise license customers are entitled to Upgrades as part of their order, at no additional charge.

For purposes of the foregoing, “Upgrades” means (i) interim releases of the Software incorporating standard maintenance, improvements, patches, error corrections and enhancements, and (ii) full product releases of the Software, which contain substantial functional enhancements. The content and timing of all Upgrades shall be decided by Lumivero in its sole discretion. Upgrades do not include any products that are marketed and priced separately by Lumivero or that Lumivero does not make available to all of its other customers as an upgrade of the Software at no additional cost.

B. Technical Support

All customers are entitled to technical support as part of their order, at no additional cost. Technical support services are provided only for the standard version of the Software made generally available by Lumivero and do not apply to any custom software deliverables that may be provided by Lumivero to Customer as part of Professional Services.

How to Log a Support Ticket. To obtain support, the Customer may submit a support ticket twenty-four (24) hours a day through the Lumivero support hub: <https://lumivero.com/resources/support/>.

Support Days and Hours. Support is available Monday through Friday. Lumivero reserves the right to amend support hours and operations at its sole discretion, provided that it offers a Customer thirty (30) days' notice.

Response and Target Resolution Times. Lumivero will use commercially reasonable efforts to respond to tickets and resolve issues as follows:

Severity Level	Description	Initial Response
Level 1	Critical business impact	2-4 business hours
Level 2	Significant business impact	1 business day
Level 3	Minimal or no business impact	1-2 business days

****Exhibit D**

******PROFESSIONAL SERVICES****

In the event that Customer purchases any of Lumivero's Professional Services, the following additional terms shall apply:

- 1. Professional Services.** Lumivero will provide Professional Services pursuant to Order Schedules or SOWs executed by the Parties and referencing this Agreement. Any Professional Services or Work Product not expressly described in the applicable SOW are considered outside the scope of the SOW. Lumivero will perform Professional Services remotely unless otherwise mutually agreed in writing.
- 2. Customer Responsibilities.** The pricing in the Order Schedule or SOW assumes the participation of various Customer resources to ensure a smooth implementation such as data provision, system access and administration, testing assistance, user acceptance, and steering committee or stakeholder areas. The project is dependent upon active participation and the prompt response time from all Customer participants. Customer will provide access to necessary systems and resources in order for Lumivero to perform the Professional Services outlined in the Order Schedule or SOW. Customer acknowledges Lumivero's ability to fulfill its responsibilities under each Order

Schedule or SOW is dependent upon Customer fulfilling its responsibilities described in the Order Schedule or SOW. Incorrect assumptions or information provided by Customer, delays on the part of Customer or any other failure of the Customer to meet its responsibilities may result in additional cost, delay in completion of the Professional Services, or inability to complete the Professional Services, and Lumivero shall not be liable for such failure or delay.

3. **Warranty.** Lumivero warrants that any Professional Services provided hereunder shall be provided in a competent manner in accordance with any specifications set forth in the Order Schedule or SOW (as the case may be), in all material respects. Lumivero further warrants that any Work Product provided pursuant to any Professional Services engagement shall comply, in all material respects, with the specifications set forth in the applicable Order Schedule or SOW. If the Services are not performed as warranted or the Work Product does not so comply, then, upon Customer's written request, Lumivero shall promptly re-perform, or cause to be re-performed, such Professional Services, at no additional charge to Customer. Such warranties and other obligations shall only survive for thirty (30) days following the completion of the Professional Services or the delivery of each applicable portion of the Work Product, as the case may be. Such re-performance shall be Customer's exclusive remedy and Lumivero's sole liability for any such non-performance. If, however, after repeated efforts, Lumivero is unable to remedy such defect in any Professional Services or Work Product, then Customer's sole remedy and Lumivero's entire liability shall be to refund to Customer any amounts previously paid by Customer for the particular deficient portion of the Professional Services or Work Product

4. **Work Product.** Except as otherwise expressly set forth in the Order Schedule or SOW, Customer will have a non-exclusive, non-transferable (except as set forth in Section 10.2 of the Agreement) license to use any Work Product developed by Lumivero in the performance of the Professional Services and delivered to Customer, upon Customer's payment in full of all amounts due hereunder, solely for Customer's internal use in connection with Customer's use of the Software or Cloud Service. Lumivero retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by Lumivero in the performance of this Agreement. All such information shall be treated as Confidential Information of Lumivero. Lumivero may utilize any and

all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Professional Services and may incorporate the work product in future releases of any of its Software or Cloud Service.

5. **Change Requests.** Either Party may request a change to Professional Services, and for such purpose shall submit to the other Party a written notice (“Change Request”) setting forth the requested change and the reason for such request. Within five (5) business days (or such other period of time as agreed by the Parties) after the receipt of such Change Request, the Parties shall discuss the necessity, desirability and/or acceptability of the Change Request. When and if both Parties have agreed in writing upon the changes, and any resulting change in the estimated fees for the project, the Parties shall complete and execute a Change Order.