Object First Subscription Agreement

This Agreement ("**Agreement**") is entered into between Object First (US), Inc., with offices at 100 Cummings Center, Suite 207-P, Beverly, MA, 01915 ("**Object First**"), and the entity indicated in the Order ("**Purchaser**").

1. **Background**. This agreement governs the provision to Purchaser and use by Purchaser of Object First's Products, either for Purchaser's own benefit or for the benefit of End Customers. Object First provides the Products on a subscription basis as described herein. The terms and conditions of this Agreement will be incorporated into any Order that references these terms.

2. **Subscription**.

2.1. **Delivery of Products**. Object First shall use reasonable efforts to deliver the Products on the delivery date specified in the Order. Shipment will be FOB Object First's shipping point, at which time risk of loss passes to Purchaser. Unless otherwise specified in the Order, Object First shall pay all freight, insurance and other shipping expenses for delivery of the Products. Upon delivery, Purchaser shall inspect the Products for shipping damage, and shall immediately inform Object First of any damage. In the event of shipping damage, Object First shall send a replacement Product and issue Purchaser an RMA number for return freight. Any Product not rejected within 10 days of receipt by Purchaser will be deemed accepted.

2.2. **Fees and Payment**. Purchaser shall pay the fees for the subscription to the Products as set forth in the Order, which will be invoiced on a monthly basis. Unless otherwise set forth in the Order, fees will consist of a base subscription fee, which includes a maximum Usage Capacity per full calendar month, and any additional fees based on the actual Usage Capacity for the month, as described below. Unless otherwise indicated in the Order, all base subscription fees are due in advance no later than 30 days after presentation of invoice by Object First's authorized partner.

2.2.1. **Measurement**. Actual Usage Capacity will be measured by the Product's telemetry functionality.

2.2.2. **Overage**. If Purchaser's actual Usage Capacity exceeds its Usage Capacity covered by the based fee for a given month, Object First shall invoice Purchaser for such additional Usage Capacity at the end of the month via the Purchaser's authorized partner seller, and Purchaser shall pay for such additional Usage Capacity at the rates specified in the Order, with payment to be due no later than 10 days after presentation of such invoice.

2.2.3. **Method of Calculation**. Usage Capacity is measured by calendar month. Usage Capacity for a given month will be calculated as the lowest actual daily usage, measured in terabytes, of the top three days of the month.

2.2.4. **Telemetry Failure**. If the actual Usage Capacity cannot be determined by Product telemetry ("**Telemetry Failure**"), for more than two consecutive days during a given calendar month (including days that Purchaser delays in implementing the telemetry script),

Object First shall send the Purchaser an email indicating that the usage cannot be measured. The Purchaser will immediately assist Object First in resolving the problem. If a Telemetry Failure continues for 30 days, then: (a) if usage data has already been collected, then Object First will use the usage data from the day immediately preceding the Telemetry Failure for the applicable 30-day period; and (b) if no usage data has been collected, then Object First will use the midpoint between the maximum Usage Capacity of the Product and the Usage Capacity commitment for that 30-day period. If a Telemetry Failure continues beyond 30 days, then: (x) if the cause is attributable to the Purchaser, the billable amount will be equal to the maximum Usage Capacity for the Product; (y) if the cause is attributable to Object First, the billable amount will be equal to the base Usage Capacity commitment in the Order; and (z) if the cause is due to unidentified factors, or due to factors beyond the reasonable control of Object First and Purchaser, the billable amount will be equal to the midpoint between the maximum Usage capacity of the Product and the Usage Capacity commitment in the Order.

2.3. **License Grant**. Subject to the limitations in this Section 2 and payment of all amounts due from Purchaser hereunder, Object First hereby grants Purchaser a limited, non-exclusive, non-transferable, non-sublicensable worldwide license to use the Software during the Subscription Term, solely on the Hardware in the form provided by Object First.

2.4. **License Restrictions**. Purchaser shall not: (a) transfer, resell, rent, lease, distribute, sublicense or otherwise use the Product in a service bureau, commercial hosting service or any similar capacity (unless and to the extent use by End Customers is authorized in the Order); (b) disclose the results of any Software benchmark tests or competitive analysis to any third party; (c) decompile, disassemble or reverse-engineer any Software, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software, except to the extent expressly permitted by applicable law; (d) install or use the Software on any equipment other than the Product; (e) modify, adapt or create a derivative work of the Software; (f) remove, conceal or alter any copyright or other proprietary notices in the Product; or (g) assist or encourage any third party to do any of the foregoing.

3. **Support Services**.

3.1. **Pricing**. Support Services are included in the price of the subscription set forth in the Order.

3.2. **Scope of Support Services**. Object First shall: (a) provide Purchaser with access to Object First's published support materials, as available; (b) provide telephone and web-based Support 24x7 in accordance with the Support Guide and the Support Policies; (c) respond to reported issues within the applicable timeframes in accordance with the mutually agreed priority level ascribed to the Error; (d) address Errors in the form of Updates, workarounds, procedural solutions, correction of Documentation errors, or other remedial measures as Object First may reasonably determine to be appropriate; and (e) provide Purchaser with access to the current versions of released Software, including bug fixes, patches and any generally available Updates. Object First will be obligated to provide the Support Services in English language only.

3.3. **Out of Scope Services**. Support Services exclude education, training, consulting and professional services and services relating to third-party integrations, modifications or customizations. Object First shall have no obligation to provide Support Services for: (a) any Errors attributable to third party products or modifications, alterations or repairs to the Software made by a party other than Object First or a party authorized by Object First; (c) any Errors

attributable to the installation, operation or maintenance of the Software on equipment other than Hardware or otherwise not in accordance with the Documentation; or (d) for and Product that has gray-market or second-hand parts installed.

3.5. **Purchaser's Responsibilities**. Purchaser must at all times allow Object First sufficient access to the Products to conduct Support Services. Purchaser must immediately install on the Product any Update provided by Object First. Purchaser acknowledges that the Product may include telemetry, "call home" features or license keys, and Purchaser shall not disrupt, remove or interfere with the operation thereof. Purchaser acknowledges that the Product may not function without such telemetry, and that Object First will not be responsible for any issues arising due to Purchaser's breach of the foregoing. It is Purchaser 's responsibility to: (a) register an account at Object First's Portal, when available, and to keep Purchaser's account profile up to date and to designate, in accordance with the Support Guide, a number of authorized persons Who will be the preferred contacts for the receipt of Support Services; (b) provide Object First with access to Purchaser 's systems, network and personnel and make available to Object First data, information and other materials necessary to perform the Support Services; (c) install Updates as directed by Object First; (d) immediately notify Object First of any Error; (e) screen first-line technical inquiries and escalate to Object First only issues that Purchaser 's technical personnel have not been able to resolve; and (f) assist Object First in resolving any telemetry or remote monitoring issues to the extent caused by the environment under Purchaser's control. Purchaser must inform Object First as soon as possible of any change to the installation address of the Hardware. In the event the Hardware is intended to move to an installation address in a city or country other than that specified on the original Purchase Order, such movement will be subject to Object First' prior written approval.

3.6. **Hardware and Support Services**. Object First shall at its sole discretion select appropriate Hardware for the Order. This Hardware may be a refurbished unit, which Object First warrants is, at the time of initial delivery, not due to exceed its anticipated life span during the initial subscription term. Any refurbished Hardware will be covered by the Support Services in the same manner as new Hardware. Object First may, in its sole discretion, elect to replace any Hardware at any time during the Subscription Term. Any such replacement will be according to Object First's then-current Support Policies. Purchaser shall work with Object First employees to facilitate the Hardware change-over in a timely manner.

4. **Proprietary Rights**.

4.1. **Object First's Products**. As between the parties, Object First will retain all worldwide right, title and interest in the Products including copyrights, trademarks, service marks, patents, trade secrets, know-how, and all other proprietary rights ("**Intellectual Property Rights**"). The Products are Object First's valuable trade secrets and constitute Object First's Confidential Information. Except for the rights explicitly granted to Purchaser in this Agreement, all right, title and interest in the Products are reserved and retained by Object First or its licensors.

4.2. **Purchaser's Content**. Purchaser or Purchaser's licensors retain all right, title and interest in and to all of Purchaser's Content and Purchaser shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Purchaser's Content.

4.3. **No Transfer of Title**. This Agreement is a subscription and not a sale. Title to the Hardware will at all times remain with Object First. Purchaser assumes full responsibility for,

and in the event of loss or damage to the Hardware, shall pay the replacement cost thereof, plus any shipping and handling charges. Purchaser will adequately insure the Hardware against loss or damage while such Hardware is in the possession or control of Purchaser. Purchaser shall ensure that Object First is named as an insured party on the insurance policy covering such Hardware, and shall provide Object First with evidence of such insurance upon request. Purchaser will not transfer, sell, assign, sublicense, pledge, or otherwise dispose of, encumber or suffer a lien or encumbrance upon or against the Hardware. Purchaser shall only operate the Hardware within the space, power and environmental conditions required for the proper operation of the Hardware. Purchaser shall not damage or otherwise impair the physical condition of the Hardware, ordinary wear and tear excepted.

4.4 **Feedback**. If Purchaser chooses to give Object First any ideas, suggestions, enhancement requests, recommendations or any other materials in connection with the Products (collectively, "**Feedback**"), Purchaser grants Object First a royalty-free, fully paid-up, worldwide, transferable, sublicensable, irrevocable and perpetual license to implement, use, modify, and/or incorporate the Feedback into Object First's products or otherwise commercially exploit such Feedback.

5. **Warranty Disclaimer**.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS ARE PROVIDED "AS-IS" AND ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, ACCEPTABLE QUALITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE EXPRESSLY DISCLAIMED.

6. **Indemnification**.

6.1. **Indemnification by Object First**. Subject to the limitations in this Section 6, Object First shall: (a) defend and indemnify Purchaser against any third-party claim alleging that the Products infringe or misappropriate a third-party intellectual property right; and (b) pay any settlement amount or the damages and losses finally awarded against Purchaser by a court of competent jurisdiction as a result of the claim.

6.2. **Exclusion**. Object First have no obligation to indemnify Purchaser for any third party infringement claims arising out of: (a) any use of the Products in a manner that is not permitted under this Agreement or the applicable Documentation; (b) any modification of the Products by anyone other than Object First; (c) the combination or use of the Products with any other product, service, or technology not provided by Object First; or (d) any failure by Purchaser to implement Updates provided under Support ("**Excluded Claims**").

6.3. **Indemnification Claims**. If an infringement claim is made or appears likely to be made, Object First may, at Object First's own expense and discretion, do any of the following: (a) modify the Product so that it is no longer infringing without substantially limiting its functionality; (b) obtain a license for Purchaser to continue to use the Products; or (c) terminate this Agreement and refund a prorated portion of the fees paid for the infringing Products.

6.4. **Indemnification by Purchaser**. Purchaser will defend and indemnify Object First against any claim brought against Object First by a third party arising out of or relating to any Excluded Claim or Purchaser's Content, including without limitation any third-party claim alleging that any of Purchaser's Content infringes or misappropriates that third-party intellectual property or violates Purchaser's obligations to any third party; and Purchaser agree to pay any

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settlement amount, or the damages and losses finally awarded against Object First by a court of competent jurisdiction as a result of the claim.

6.5. **Process**. Each party's defense and indemnity obligations in this Section will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party in the defense and settlement of the claim. In no event will a party agree to any settlement of any claim that involves any admission of wrongdoing or acceptance of a material obligation by the other party without the prior written consent of the other party.

6.6. **Entire liability and remedies**. The remedies in this Section represent Object First's entire liability and obligation and Purchaser's sole and exclusive remedy with respect to third-party Intellectual Property Rights infringement claims related to the Products.

7. **Limitation of Liability**.

7.1. **Liability Exclusions**. REGARDLESS OF THE BASIS OF THE CLAIM OR THEORY OF LIABILITY, NEITHER PURCHASER NOR OBJECT FIRST WILL BE LIABLE FOR: (A) ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR (B) DAMAGES ARISING FROM THE LOSS OF USE, LOSS OR CORRUPTION OF DATA, LOST PROFITS, LOST REVENUE, BUSINESS INTERRUPTION OR COST OF PROCURING SUBSTITUTE PRODUCTS.

7.2. **Damages Cap**. THE AGGREGATE LIABILITY OF OBJECT FIRST SHALL NOT EXCEED THE AMOUNT RECEIVED BY OBJECT FIRST FROM PURCHASER FOR THE APPLICABLE PRODUCTS.

7.3. **Exceptions**. Sections 7.1 and 7.2 do not apply to usage in excess of Purchaser's Usage Capacity, infringement by Purchaser of Object First Intellectual Property Rights, an indemnification claim under Section 6, a breach of the confidentiality obligations set forth in Section 8, in case of gross negligence, willful misconduct, fraud, or personal injury, or to any liability pursuant to an applicable legislation that does not permit to limit or exclude any liability.

8. **Confidential Information**.

8.1. **Confidential Information**. Confidential Information means any non-public information disclosed by one party to the other party in connection with this Agreement and any information that is marked "confidential" or "proprietary" at the time of disclosure; if disclosed orally or visually, is designated "confidential" or "proprietary" at the time of disclosure or would be deemed to be confidential or proprietary to a reasonable recipient. Confidential Information includes copies of such information, but excludes information that: (a) is or becomes a part of the public domain through no action or omission of the receiving party ("**Recipient**"); (b) was in the Recipient's lawful possession prior to the disclosure and had not been obtained by the Recipient receiving party from the disclosing party ("**Discloser**"); (c) is lawfully disclosed to the Recipient by a third-party without restriction on the disclosure; or (d) is independently developed by the Recipient. receiving party. Subject to applicable law, The Software and pricing information constitute Object First's Confidential Information.

8.2. **Treatment**. Confidential Information shall remain the property of the Discloser. Each Party shall have the right to use the other's Confidential Information solely for the purpose of fulfilling its obligations under this Agreement. Each party agrees: (a) to hold the other party's

Confidential Information in confidence; and (b) to disclose the other party's Confidential Information only to those employees or agents on a need-to-know basis provided that they are required to protect such Confidential Information against unauthorized disclosure under terms no less restrictive than those specified herein. Recipient shall protect the Confidential Information from unauthorized use, access or disclosure in the same manner as it protects its own confidential or proprietary information of a similar nature, and in any event with at least a reasonable degree of care. Recipient may disclose the other party's Confidential Information to the extent that such disclosure is required pursuant to a judicial or administrative proceeding, provided that, prior to such disclosure, Recipient gives Discloser prompt written notice thereof and the opportunity to seek a protective order or other legal remedies.

8.3. **Return or Destruction**. Upon termination of this Agreement or Discloser's written request, all Confidential Information (including all copies thereof) of Discloser shall be returned or destroyed by Recipient, unless Recipient is required to retain such information by law, in which case such information shall remain subject to the confidentiality obligations hereunder. Recipient shall provide Discloser with a written certification of its compliance with this Section.

8.4. **Injunctive Relief**. Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information may cause irreparable harm to the Discloser, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, will have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 8, without the necessity of posting any security. Recipient will notify Discloser in writing immediately upon the Recipient becoming aware of any breach or threatened breach by Recipient.

9. **Data Privacy**.

9.1. **Services Data**. Notwithstanding anything to the contrary in the Agreement (including the Data Processing Addendum (https://objectfirst.com/dpa), Purchaser agrees that Object First shall have the right to use data pertaining to Purchaser and End Customers and data related to Purchaser's and End Customers' use of the Products, support and/or operation of the Products, for Object First's legitimate business purposes, such as billing, account management, security and support, and to develop, improve and market, products and services provided that Object First will process such data in accordance with Applicable Privacy Law (as defined in the DPA) and Object First's data privacy statement which can be found at https://objectfirst.com/dpa

9.2. **Data Processing**. If Object First processes any personal data (as defined under Applicable Privacy Law) on Purchaser's behalf when performing Object First's obligations under this Agreement, subject to Applicable Privacy Law, Purchaser is the controller and Object First are the processor. Object First's DPA will apply when and to the extent Object First process data protected by Applicable Privacy Law (all as defined in the DPA). In the event of a conflict between this Agreement and the DPA, the DPA shall control.

10. **Compliance**.

10.1. **Compliance with Documentation**. Purchaser will comply with all instructions and requirements in any Product Documentation.

10.2. **Compliance with Anti-Corruption Laws**. Object First and Purchaser shall comply with all applicable laws and regulations including but not limited to those relating to anti-corruption or anti-bribery, e.g. the U.S. Foreign Corrupt Practices Act, and legislation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions.

10.3. **Export Control**. The Products may be subject to export restriction in the U.S. and other jurisdictions. Purchaser is responsible to fully comply with all applicable export laws and regulations that apply to the download, installation and use of the Products in Purchaser's jurisdiction. Purchaser represents and warrants that Purchaser is not subject to sanctions or otherwise designated on any list of prohibited or restricted parties, or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the U.S. Department of Treasury's Specially Designated Nationals list and Foreign Sanctions Evaders list, and the U.S. Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority.

10.4. **US Government Restrictions**. The Products 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 Products. If Purchaser is using the Products 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, Purchaser will immediately discontinue Purchaser's use of the Products. 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.

11. **Term and Termination**.

11.1. **Term**. Unless otherwise expressly set forth in the Order, (a) this Agreement will commence in effect on the date of delivery of the Product; and (b) will remain effective until the end of the 12th calendar month thereafter. For example, if the term starts on January 15, the term will end on January 31st of the next calendar year; and if the term starts on April 1, the term will end on March 31st of the next year. Should a Product be rejected by Purchaser within 10 days after delivery, as described in Section 2.1, the term of this Agreement will be deemed to start from the delivery of the replacement Hardware, and continue as described above. This Agreement is non-cancellable as soon as Object First accepts a Purchase Order for the Subscription. The Purchaser may at any time during the term submit a Purchase Order for a higher Usage Capacity commitment, in which case such Purchase Order will replace and supersede the original Purchase Order, beginning a new, non-cancellable 12 month term.

11.2. **Subscription Renewal**. The term of this Agreement will continue until the last to expire Subscription Term. Renewal of this Agreement will be subject to a written agreement in each party's sole discretion. Pricing for renewals will be at Object First's then-current list prices, unless otherwise agreed in writing in advance in an updated Order. Object First shall notify Purchaser of its list prices no less than 90 days prior to the expiration of the then-current Subscription Term. Purchaser must submit a new Purchase Order no less than 60 days before the expiration of the then-current Subscription Term to avoid any loss of service at the end of the term.

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11.3. **Termination**. Either party has the right to suspend or terminate this Agreement upon written notice to the other party if the other party: (a) is in default of any material obligation and the default has not been cured within 30 days after receipt of written notice specifying the default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law domestic or foreign, or has been liquidated. In addition, in the event Purchaser fails to pay any amount due hereunder by 10 business days after the due date, Object First may remotely cause the Products to cease or limit operation.

11.4. **Effect of Termination**. Upon any termination of this Agreement, the rights and licenses granted to Purchaser will automatically terminate, and Purchaser shall immediately cease using the Products, return or destroy all copies of the Documentation and other Confidential Information in Purchaser's possession and, upon request, certify to Object First in writing completion of the return or destruction.

11.5. **Return of Products**. Upon termination Object First will have no obligation to refund any fees or other amount received from Purchaser. All Software fees payable hereunder are non-cancellable, non-contingent and non-refundable. Upon termination of the Subscription Period for a Product, Purchaser shall, as directed by Object First, factory reset all Hardware, and package the Hardware for return in packaging provided by Object First. Object First shall pay shipping expenses for return of the Hardware, and shall provide Purchaser with prepaid shipping instructions for the Hardware. Purchaser shall promptly return the Hardware as instructed, in any event no later than 14 days after being provided a shipping label.

12. **End Customer Agreements**.

If the Order authorizes Purchaser to use the Products on behalf of End Customers, (a) Purchaser and not Object First, will be solely responsible for any claims arising from such third parties, (b) Purchaser shall cooperate to ensure that each End Customer agrees to any terms and conditions required by Object First or its licensors or suppliers for use of the Products, in a manner of assent to be agreed upon by Object First and Purchaser.

13. **Governing Law and Jurisdiction**.

13.1. **Governing Law and Jurisdiction**. Massachusetts law, without regard to its choice-of-law provisions, governs this Agreement. The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Jurisdiction for any legal action arising from this Agreement shall exclusively reside in state or federal courts located in Massachusetts, and the parties hereby consent to the jurisdiction of such courts.

13.2. **Exclusion**. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

14. **Audits**

Purchaser shall maintain accurate records as necessary to verify Purchaser's compliance with this Agreement. Upon Object First's request, no more than once every 12 months, Purchaser agrees to furnish Object First with a written certification signed by one Purchaser's authorized representatives verifying that the Products are being used in accordance with this Agreement. Object First or Object First's independent third-party accountant may examine and audit

Purchaser's books and records relating to this Agreement and Purchaser's access, use, and deployment of the Products to the extent necessary to verify Purchaser's compliance with this Agreement. Any audit will be conducted during regular business hours at Purchaser's facilities, will not unreasonably interfere with Purchaser's business and will comply with Purchaser's reasonable security procedures. If an audit reveals that Purchaser have exceeded the Usage Capacity, other licensing metrics or the scope of Purchaser's license granted during the period audited, additional fees for Purchaser's excess usage are payable net 30 days.

15. **General**.

15.1. **Affiliates and Contractors**. Purchaser may permit Purchaser's Affiliates or any contractor acting on Purchaser's behalf to use the Products within the Usage Capacity as specified in the Order provided that they comply with the terms of this Agreement. Purchaser will be jointly and severally liable for any breach of this Agreement by any of such users.

15.2. **Assignment**. Purchaser may not assign this Agreement or any rights or obligations hereunder under it unless Object First provides prior written consent. Either party may assign this Agreement to a successor in interest in the context of a change of control.

15.3. **Third-Party and Open Source Software**. The Products may contain components of third-party software or open-source software. Third party and open-source software that is delivered as part of the Software is included in the support and indemnification provisions applicable to the Software provided it is not modified, removed or used separately from the Software. Object First hereby warrants that Purchaser's internal use of open-source software included in the Products without modification and in compliance with this Agreement will not result in the imposition of "copyleft" obligations with respect to Purchaser's intellectual property. Purchaser acknowledges that it has been provided access to all applicable open source license notices.

15.4. **No Third-Party Beneficiaries**. This Agreement does not confer any rights on any person or party other than the parties to this Agreement except as otherwise set forth herein.

15.5. **Relationship of the Parties**. The relationship of the parties hereunder is that of independent contractors, and not of employee, agent, joint ventures or partner, and neither Purchaser nor Object First have the authority to bind the other by contract or otherwise.

15.6. **Waiver**. Failure to enforce any provision of this Agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.

15.7. **Subcontractors**. Object First may use subcontractors to perform its obligations under this Agreement, but Object First shall remain liable to Purchaser for all of Object First's obligations under this Agreement.

15.8. **Force Majeure**. Object First will not be liable for performance delays during the performance of Support Services or for nonperformance, due to causes beyond Object First's reasonable control.

15.9. **Severability**. If any provision in this Agreement is found to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement will remain in full force and effect and will be interpreted to reflect the intent of the parties.

15.10. **Notices**. Object First's notice address is: Object First (US), Inc., 100 Cummings Center, Suite 207-P, Beverly, MA, 01915, Attn: Chief Legal Officer.

15.11. **Survival**. Sections 4, 5, 6, 7, 8, 10, 11.4, 11.5, 13, 14, 15 and 16 shall survive the expiration or termination of this Agreement.

15.12. **Amendments**. This Agreement may not be amended, except by a writing signed by both parties.

15.13. **Entire Agreement**. This Agreement, together with any additional terms incorporated by reference, including the Orders, constitute the complete and exclusive understanding and agreement between Purchaser and Object First and supersedes any written or oral prior or contemporaneous agreements, communications and understandings. For clarity, Object First's End User License Agreement may appear during installation of the Products, but will not apply except to the extent separately agreed in a signed document. Any terms and conditions contained or referenced by either party in a quotation, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement will be disregarded and have no effect unless otherwise expressly agreed to by Purchaser and Object First. By submitting an Order to Object First, Purchaser agrees to be bound by the terms of this Agreement if the Order is accepted by Object First.

16. Definitions

16.1. "**Affiliates**" means any corporation or other business entity which controls, is controlled by or is under common control with Purchaser through the ownership of more than fifty percent (50%) of the outstanding voting stock of the controlled corporation or more than fifty percent (50%) of the equity interest of a non-corporate entity. If Purchaser is a public sector entity, an Affiliate is an organization over which Purchaser exercises administrative control by applicable laws, regulations or governmental decree.

16.2. "**Hardware**" means computer equipment provided by Object First as part of the Product.

16.3. "**End Customer**" is a party for whose benefit Purchaser uses the Products, if so indicated in the Order.

16.4. "**Documentation**" means Object First's operating manuals and technical literature describing the features, functions, certifications and other characteristics of the Software and Cloud Services.

16.5. "**Delivery**" means the date on which the Product is delivered to Purchaser hereunder.

16.6. "**Order**" means the statement of the SKUs, types, quantities or other metrics for Products provided. Each Order referencing these terms and conditions is incorporated herein by reference.

16.7. "**Error**" means any reproducible failure of the Product to substantially perform any material function as set forth in the Documentation.

16.8. "**Portal**" means Object First's website for management of Orders, download of Software etc. which can be found at: https://objectfirst.com/support

16.9. "**Products**" means the Object First Ootbi product described in the Order, including Hardware and Software.

16.10 "**Purchaser**" is the entity buying the subscription.

16.11. "**Service Levels**" means the availability and uptime commitments applicable to the Cloud Services (If offered) which can be found at www.objectfirst.com subject to planned downtime and any unscheduled emergency maintenance.

16.12. "**Software**" means the Object First computer programs specified in the Order, along with Updates and Upgrades provided to Purchaser hereunder.

16.13. "**Subscription Term**" means the duration of Purchaser's subscription to the applicable Product as specified in the Order.

16.14. "**Support Guide**" means the Object First Worldwide Support Program Guide which can be found at: https://objectfirst.com/support

16.15. "**Support Policies**" means Object First's policies set forth from time to time at: https://objectfirst.com/support

16.16. "**Support Services**" means Object First's Software support and maintenance offerings described in the Support Guide.

16.17. "**Update**" means any new version of the Software released by Object First for use in the Product.

16.18. "**Usage Capacity**" means the maximum usage of the Products, as set forth in the Order. Usage Capacity applies to Purchaser and its End Customers, collectively.

16.19. "**Purchaser's Content**" means any data, software, applications, content, websites, platforms and services that Purchaser or its End Customers introduce into or otherwise use in connection with the Products.