

# **MASTER AGREEMENT**

Between **Outpost24**

And **CUSTOMER**



## MASTER AGREEMENT

This agreement ("**Agreement**") is entered into between Outpost24 Inc., a Delaware Corporation with registered address at 123 South Broad Street, Suite 2530, Philadelphia, PA 19109 ("**Outpost24**"); and its customer, as defined in the Quotation ("**Customer**"). The above parties are hereinafter each referred to as a "**Party**" and jointly as the "**Parties**".

### 1. INTRODUCTION

Outpost24 provides various IT related services. Outpost24 has offered to provide, and the Customer has accepted, the agreed services in accordance with the provisions set forth below.

### 2. SCOPE OF THE AGREEMENT AND DOCUMENTS

2.1. This Agreement prescribes the terms and conditions which apply to the provision of the Services (as defined below). The agreement between the Parties with respect thereto comprises the following documents (individually, a "**Document**" and collectively, the "**Documents**"):

- (i) The Quotation(s) (as defined below),
- (ii) This (master) Agreement,
- (iii) Service Specific Terms (as defined below), which are accessible at [outpost24.com/legal](https://outpost24.com/legal), as updated from time to time, and, if applicable:
- (iv) Service Level Agreement ("**SLA**"), which is accessible at [outpost24.com/legal](https://outpost24.com/legal), as updated from time to time, and
- (v) Any other appendices provided by Outpost24.

2.2. In the event of a conflict between the Documents, they shall take precedence over each other in the order set out above, unless the circumstances clearly dictate otherwise, provided that Outpost24's liability according to any Document shall be subject to the limitations of liability set out in Section 14 of this Agreement.

2.3. For clarity, (i) any terms or conditions provided by the Customer which are not included in the Documents shall not be part of the agreement between the Parties, and (ii) wherever it is provided in any of the Documents that a document or other information is accessible at a URL, it shall be the Customer's obligation to access it through such URL, familiarize itself therewith, and keep itself updated on any changes to such documents and information from time to time.

### 3. THE SERVICES AND QUOTATION

- 3.1. **Services:** Outpost24 shall provide the Services to the Customer pursuant to the provisions of this Agreement, including its appendices. "**Service(s)**" means the services, project and/or software specified in the Service Specific Terms (as defined below) which Outpost24 is to provide to the Customer, as well as subsequently agreed modifications of content and scope.
- 3.2. "**Service Specific Terms**" outline the details, specific terms and restrictions governing the Services that Outpost24 will offer in accordance with the Quotation. The most recent iterations of the Service Specific Terms can be accessed at [outpost.com/legal](https://outpost.com/legal), as updated from time to time.
- 3.3. "**Quotation**" means a written offer, including its appendices, presented by Outpost24 to the Customer specifying which Services that are to be provided as well as applicable Fees for such Services, which offer has been accepted by the Customer.

### 4. GENERAL PROVISIONS REGARDING THE SERVICES

- 4.1. Outpost24 will provide the Services with care, in a professional manner and, if applicable, with suitable and qualified personnel. Outpost24 shall provide the Services as specified in the Quotation and in accordance with the scope detailed in any relevant appendices, such as a Statement of Work.
- 4.2. The Customer shall provide Outpost24 with access to information, documentation and access to premises in respect of the Customer's business to the extent necessary for performance of the Services.
- 4.3. To the extent the Services are to be performed on the Customer's premises, the Customer shall at no cost give Outpost24 access to the premises, a suitable workspace, and workspace equipment.
- 4.4. Unless otherwise specifically agreed, Outpost24 shall be entitled to engage sub-contractors and sub-consultants for the performance of the Services. Subject to the limitations in Section 14 of this Agreement, in the event Outpost24 engages sub-contractors or sub-consultants, Outpost24 shall be liable for them.

### 5. COOPERATION, COMMUNICATION AND CONTACT PERSONS

The Customer shall appoint at least one qualified representative responsible for all communications with Outpost24 regarding the Services. Such appointed representative(s) shall submit all support requests to Outpost24 through one of Outpost24's support channels. The Parties shall promptly inform each other of any relevant issues, problems, or delays that may affect the Services.

## 6. THIRD PARTY PRODUCTS OR SERVICES

- 6.1. If Outpost24 also provides third party products or services within the scope of this Agreement, such third party's licensing provisions for its products/services shall apply and shall have precedence over the provisions of this Agreement.
- 6.2. Unless explicitly agreed between the Parties, Outpost24 shall not be liable for any performance or non-performance of third party products or services.

## 7. DEVIATIONS FROM SERVICE SPECIFIC TERMS

- 7.1. With the urgency required by the circumstances, Outpost24 shall remedy any deviations in the Services. For the foregoing purpose, "deviations" means that the Services deviate in a material way from the applicable Quotation and/or Service Specific Terms. Outpost24 is not liable for any deviations which are immaterial to the intended use, and which do not cause the Customer any inconvenience.
- 7.2. With regard to third party products or services, the provisions on deviations from Service Specific Terms in the licensing terms for such third party products or services shall apply instead of as provided in clause 7.1 above. Outpost24 is only responsible for putting forward the Customer's claim against the supplier of the third party products or services. Outpost24 shall, on the Customer's request, assign all its right against the third party product or service supplier relating to the faults in the third party products or services to the Customer.
- 7.3. Outpost24's liability for deviations do not include any of the following:
  - a) third party products or services,
  - b) deviations caused by the Customer's changes to or interference with the Services,
  - c) deviations caused by the Customer's use of the Services with equipment, accessories or system software that are not explicitly identified in documentation supplied by Outpost24, or
  - d) deviations caused by the Customer's failure to provide correct information or a correct selection of sample data or by the Customer's provision of incorrect or insufficient system requirements.
- 7.4. The Customer's right to make a claim regarding deviations from the applicable Service or Service Specific Terms for which Outpost24 is liable is conditional upon the Customer notifying in writing Outpost24 within a reasonable time after discovering the deviation but, in any case, not later than three (3) months from the occurrence of the deviation. The Customer shall state and, if necessary, demonstrate how the deviation presents itself.

- 7.5. If Outpost24 does not remedy the deviation with the urgency required by the circumstances, the Customer may give Outpost24 a written, final and reasonable deadline for remedy. If the deviation has not been remedied by the expiry of such deadline, Outpost24 shall credit the Customer with a reduction in the fee for the Services which are subject to the deviation, which reduction shall reflect the materiality of the deviation. The Customer may also be entitled to damages, subject to the limitations set out in Section 14 of this Agreement. Any such damages are payable only if and to the extent the Customer can demonstrate that the actual direct damage suffered is greater than the aforementioned reduction in the fee.
- 7.6. Other than in the event of gross negligence or wilful misconduct, the provisions in this Section 7 exclusively and exhaustively govern Outpost24's liability for a failure of Outpost24 to correct a deviation of the Services.

## **8. SERVICE LEVELS**

- 8.1. If the Parties have agreed that some or all of the Services shall be subject to agreed service levels, such service levels shall be specified in a Service Level Agreement (SLA) which is accessible at [outpost.com/legal](https://outpost.com/legal). While the contents of this SLA may be updated from time to time, any updates will not significantly reduce the overall level of service provided to the Customer.

## **9. AUDIT**

- 9.1. Outpost24 may, once per year, request an audit of the Customer's use of the Services for compliance with this Agreement. The Customer agrees to without undue delay respond to such requests and assist Outpost24 in any way reasonably necessary to complete the audit procedure. If an audit reveals any acts of infringement or non-compliance with this Agreement, the Customer shall reimburse Outpost24 for any reasonable expenses related to the audit, without limiting any of Outpost24's other rights and remedies, including the right to terminate this Agreement and seek damages.

## **10. FEES AND NOTICES**

- 10.1. The fee ("**Fee**") for the Services is specified in each applicable Quotation.
- 10.2. The Fees are stated exclusive of VAT or sales tax, which are payable in addition thereto, unless otherwise expressly stated.
- 10.3. Unless the Parties have specifically agreed otherwise, the Customer shall pay invoices issued to the Customer by Outpost24 within 30 days of receipt.
- 10.4. If the Customer, through Outpost24, obtains third party soft- or hardware, and Outpost24's costs for such soft- or hardware increase, Outpost24 shall be entitled to increase the Fees to a

corresponding extent. For the avoidance of doubt, currency fluctuation is considered to constitute such cost that may give rise to an increase in the Fees.

10.5. All required notices to Outpost24 shall be delivered to [legal@outpost24.com](mailto:legal@outpost24.com)

## 11. INTELLECTUAL PROPERTY RIGHTS

11.1. During the term of this Agreement the Customer shall be entitled to a non-exclusive, non-sublicensable, worldwide, limited license to use the Services. The Customer shall not be allowed to use the Services for any or all of the following: (a) for any other purpose or use other than what is stipulated in the applicable Service Specific Terms, (b) to commit any act that is illegal, (c) on more devices or for more persons or users other than what has been agreed upon in the Quotation or applicable Service Specific Terms, or (d) actions which are outside the scope of the Customer's ordinary business.

11.2. Moreover, during the term of this Agreement the Customer shall be entitled to a non-exclusive, non-sublicensable, worldwide, limited license to use all material, including documentation, which Outpost24 creates or develops specifically for, and on explicit request from, the Customer within the scope of this Agreement (the "**Result**").

11.3. The Customer's rights under this Section 11 are contingent upon the Customer having paid the applicable Fees for the Services on time and in full.

11.4. Except as explicitly set out above, this Agreement does not transfer any intellectual property rights belonging to either Party. Except as provided for herein, the Customer shall not have any right to Outpost24's current or future intellectual property rights including, but not limited to, Outpost24's rights in the Services and such rights that arise under this Agreement. Unless otherwise agreed, the Customer shall not be allowed to modify, alter or copy the Services or to merge or combine the Services with other soft- or hardware.

11.5. If the Customer or any of its employees or contractors sends or transmits any communications or materials to Outpost24 suggesting or recommending changes to the Services including, without limitation, new features or functionality relating thereto, or any comments, questions, suggestions or the like ("**Feedback**"), Outpost24 shall be entitled to use such Feedback provided that Feedback shall in no way identify the Customer or include the Customer's Confidential Information. The Customer hereby assigns to Outpost24, on the Customer's behalf and on behalf of its employees, contractors and/or agents, all right, title and interest in and to, and Outpost24 shall be entitled to use, without any attribution or compensation to the Customer, any such other party or any other party whatsoever, any ideas, know-how, concepts, techniques or other intellectual property rights contained in the Feedback, for any purpose whatsoever.

## 12. RIGHTS CLEARANCE

Any Party which provides material and/or aids shall ensure that it has obtained any and all clearances from the rights holder as are necessary for performance of the Services in accordance with this Agreement. Outpost24 shall ensure that no material or aids which are provided within the scope of the Services require additional rights clearance but, instead, can be used in accordance with this Agreement.

### **13. INFRINGEMENTS**

- 13.1. Outpost24 shall hold the Customer harmless for damages imposed upon the Customer by an enforceable final judicial decision or arbitral award (in either case, an "**Award**") from a court of competent jurisdiction on the grounds that the Services or their use (provided such use is in accordance with this Agreement) constitute infringement of a third party's intellectual or other property rights (any claim, allegation or the like which might result in an Award is called a "**Claim**"). However, Outpost24 shall only be liable as aforesaid where (i) the Customer gives Outpost24 written notice of the Claim without delay but, in any event, no later than seven (7) days after the Customer receives notice of the Claim, (ii) Outpost24 immediately acquires full control over the defence and settlement of the Claim, and (iii) the Customer provides Outpost24 with such advice, information and other assistance as Outpost24 may reasonably request.
- 13.2. Notwithstanding clause 13.1, above, Outpost24 shall not be liable for Claims based on (i) the Services having been combined with, or incorporated into, another product or technology, (ii) the Services or specification for the Result having been changed or used contrary to Outpost24's instructions, or (iii) the infringement having been caused by the Customer's property or actions or a change of the Services at the Customer's request.

### **14. LIMITATION OF LIABILITY**

- 14.1. Except for Outpost24's liability under Section 13 (Infringements), Outpost24's liability to the Customer for direct damages suffered by it under this Agreement and/or as a result of the Services shall be limited to the Fees paid or payable by the Customer to Outpost24 in or for the twelve (12) months preceding the first day on which such damages were suffered. Neither Party's liability for any breach of Section 21 (Confidentiality) is limited by this clause 14.1.
- 14.2. Notwithstanding anything contained in this Agreement, any of the other Documents or any statute or the law, neither Party shall be liable to the other Party for indirect, special, incidental, consequential, punitive or exemplary damages including, without limitation, for loss of revenue, profits or information or for any liability to third parties, regardless of the form of action, whether in contract or in tort, including negligence, even if either of the Parties has been advised of the possibility of such damages.
- 14.3. The Customer acknowledges and agrees that any use of the Service(s) towards any IP-address, hardware and/or software that is/are not owned, licensed or administrated by it may constitute

an illegal act, and hereby accepts full responsibility for such actions including, but not limited to, indemnifying Outpost24 for any damages it may suffer which arise out of such actions.

#### 15. PERSONAL DATA

Neither Party is entitled to share personal data in any way as part of the performance of the Services with the other Party without a written agreement on the sharing of personal data being entered into between the Parties. If a Party nevertheless shares personal data with the other Party without such a written agreement in place, the Party that shares personal data is solely responsible for any costs and penalties that may be imposed on the Parties by any governmental authority in connection therewith. Outpost24 shall, however, always be entitled to share such personal data with its affiliated entities in conjunction with its execution of the Services.

#### 16. USE OF THE CUSTOMER'S NAME AND LOGOTYPE

Outpost24 may request written permission from the Customer to use its company name and/or logotype on the Outpost24 web site or other marketing material for the sole purpose of indicating the existence of a customer relationship between the Customer and Outpost24. When such requests are received, the Customer shall respond without unreasonable delay.

#### 17. NON-SOLICITATION

During the term of this Agreement and for a period of six (6) months thereafter, the Parties undertake to refrain from soliciting any individual who is employed by the other Party and with whom the undertaking Party had contact in connection with the Services. "Soliciting any individual" shall not be deemed to prevent hiring or pursuing any individual responding to a solicitation made to the general public.

#### 18. FORCE MAJEURE

- 18.1. A Party (the "**Affected Party**") is entitled to postpone the performance of its obligations under this Agreement, and is relieved from the consequences of non-performance of such obligations, where such performance is prevented, rendered significantly more complicated, or unduly rendered more costly due to a circumstance beyond its control, and which it could not foresee, nor reasonably should have foreseen, at the time of entering into this Agreement. Such circumstance (a "**Force Majeure Event**") can comprise, for example, war or warlike situations, civil war, military mobilization or military conscription of a similar scope, insurrection and riot, terrorism, sabotage, fire, flood, natural disaster, epidemic, pandemic, break-down of means of transport, discontinuation of the supply of energy, strike, lock-out or other general or local industrial action (notwithstanding that the Affected Party itself is a party to the action), requisition, seizure, public authority order, trade restrictions, payment restrictions, or currency restrictions, or circumstance comparable therewith, provided that a Force Majeure Event shall



not arise as a result of the Affected Party having a lack of funds (even if a Force Majeure Event results in the Affected Party having a lack of funds). The aforesaid applies if a Force Majeure Event exists for a party retained by a Party for the purposes of performing its obligations under this Agreement.

- 18.2. An Affected Party shall notify the other Party (the "**Non-Affected Party**") in the event of a risk that an obligation cannot be performed by the Affected Party or will be delayed due to a Force Majeure Event. A failure to provide such notice within a reasonable time shall result in an obligation by the Affected Party to compensate the Non-Affected Party for any loss suffered by the Non-Affected Party that could have been avoided had timely notice been given.
- 18.3. If a Force Majeure Event continues for three (3) months and the consequences thereof are material to the Non-Affected Party, the Non-Affected Party shall be entitled to terminate this Agreement with immediate effect by giving written notice thereof to the Affected Party.

## 19. **TERM AND TERMINATION**

- 19.1. The term of this Agreement shall commence when the first Quotation is signed by the Customer and delivered to Outpost24, or, when applicable, by both Parties.
- 19.2. The term of this Agreement shall continue for a period of twelve (12) months after signature and delivery (as contemplated in clause 19.1, above) unless another term is mutually agreed upon. The term of this Agreement shall thereafter be automatically renewed on the same terms and conditions for consecutive periods of twelve (12) months each unless written notice of termination is given by one of the Parties to the other at least thirty (30) days before the end of the initial term or any such renewal term, as applicable. Any such automatic renewal is subject to a 4% increase in Fees compared to the previous term.
- 19.3. Notwithstanding the foregoing, either Party (the "**Non-Defaulting Party**") shall be entitled to terminate this Agreement with immediate effect if the other Party (the "**Defaulting Party**"):
- (a) fails to fulfil its obligations under this Agreement, provided that such failure is of essential importance for the Non-Defaulting Party and the Defaulting Party has not, within thirty (30) days of written notice of default from the Non-Defaulting Party to the Defaulting Party, cured such default; or
  - (b) has taken measures to cease payment of its debts, initiated negotiations for a general agreement with its creditors, been subject to an application for bankruptcy proceedings or enters into composition, reorganisation or similar arrangements with its creditors, is wound up, goes into liquidation or has a receiver appointed for all or any part of its assets.

19.4. Furthermore, Outpost24 shall be entitled to terminate this Agreement with immediate effect if the Customer has not fully paid (i) invoices rendered by Outpost24 to it amounting to, in the aggregate, twenty (20) percent or more of the Fees payable by the Customer for the then current year of the term of this Agreement, or (ii) one or more invoices within three (3) months of the date it/they was/were rendered by Outpost24 to the Customer, or both. Notwithstanding any such termination pursuant to this clause 19.4, the Customer shall remain liable to Outpost24 for the Fee for the entirety of the then current term of this Agreement as if such termination had not occurred.

## 20. CONSEQUENCES OF TERMINATION

Upon termination of this Agreement, (i) both Parties shall return all material, information and other items which belong to the other Party, with the exception of material which is necessary to exercise the rights which survive termination of this Agreement in accordance with the provisions of this Agreement, and (ii) the Customer shall cease using the Services and any parts of the Results which constitute Outpost24's intellectual property rights.

## 21. CONFIDENTIALITY

21.1. The Parties hereby undertake, during the term of this Agreement and thereafter, not to disclose to any third party information regarding this Agreement, nor any other information which the Parties have learned as a result of this Agreement, whether written or oral and irrespective of form ("**Confidential Information**"). The Parties agree and acknowledge that Confidential Information may be used solely for the fulfilment of their respective obligations under this Agreement and not for any other purpose. The receiving Party further agrees to use, and cause its directors, officers, employees, sub-contractors or other intermediaries to use, the same degree of care (but not less than reasonable care) to avoid disclosure or use of Confidential Information as it uses with respect to its own confidential and/or proprietary information.

21.2. The foregoing confidentiality undertaking does not apply to information which:

- (a) at the date of its disclosure is in the public domain or at any time thereafter comes into the public domain (other than by breach of this Agreement); or
- (b) the receiving Party can evidence was in its possession or was independently developed at the time of disclosure and was not obtained, directly or indirectly, by or as a result of breach of a confidentiality obligation.

21.3. Furthermore, the foregoing confidentiality undertaking shall not apply to the extent that a Party is required to make a disclosure of information by law or pursuant to any order of court or other competent authority or tribunal or by any applicable stock exchange regulations or the regulations of any other recognised market place. In the event that a Party would be required to make any such disclosure, it undertakes to give the other Party immediate notice prior to any

such disclosure, in order to make it possible for such other Party to seek an appropriate protective order or other remedy. Each Party also agrees and undertakes to use its best efforts to ensure that any information disclosed under this clause, to the extent possible, shall be treated confidentially by anyone receiving such information.

## **22. EXPORT CONTROL**

Customer agrees and warrants that it will comply with all applicable international and national export control laws and regulations and it will not export or re-export, directly or indirectly, any Services or Documents to any country for which the European Union or the United States of America or any other country, at the time of export or re-export, requires an export license or other governmental approval.

## **23. SURVIVING CLAUSES**

Sections 11 (Intellectual Property Rights), 14 (Limitation of Liability), 21 (Confidentiality) and 31 (Governing Law and Jurisdiction) shall survive any termination of this Agreement and shall remain in force during a period of three (3) years thereafter.

## **24. COSTS**

Each Party shall bear its own costs and expenses in connection with the preparation for and the completion of the transactions contemplated by, or otherwise incurred in the performance of such Party's obligations or exercise of its rights under, this Agreement including, but not limited to, all fees and expenses of its own representatives, agents, brokers, legal and financial advisers and authorities.

## **25. NO ASSIGNMENT**

Neither Party may assign, pledge or otherwise encumber this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party, which shall not be unreasonably withheld. Outpost24 shall, however, without the Customer's consent, be entitled to assign its rights and obligations under this Agreement to an affiliated company or in connection with a transfer of the majority of its assets.

## **26. ENTIRE AGREEMENT**

The Parties confirm that this Agreement represents the entire understanding and constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, covenants, arrangements, communications, representations and warranties, whether oral or written, by any officer, agent, employee or representative of either of the Parties.

## **27. AMENDMENTS**

Unless the Parties in writing agree otherwise, Outpost24 is entitled to, from time to time, make amendments to this Agreement and the other Documents. If Outpost24, in its sole but reasonable discretion, makes amendments of a significant nature it shall give written notice thereof to the Customer no later than one (1) month prior to the date such amendment is to come into force.

**28. NO WAIVER**

The failure of a Party to insist on adherence to any term of this Agreement shall not be considered a waiver of any right, nor shall it deprive that Party of the right thereafter to insist on the adherence to that term or any other terms of this Agreement.

**29. INTERPRETATION**

The headings in this Agreement are for convenience only and shall not be deemed to define, limit or construe the content of any provisions in this Agreement. In this Agreement, save where the context otherwise requires, words in the singular shall include the plural, and vice versa, and the indication of one gender shall be deemed to include both genders.

**30. SUBSTITUTION**

If any provisions of this Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the remaining provisions of this Agreement shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby this Agreement in order to give effect to, so far as it is possible, the spirit of this Agreement and to achieve the purposes intended by the Parties.

**31. GOVERNING LAW AND JURISDICTION**

31.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of the State of Delaware, in the United States of America, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

31.2. In the event of any dispute, controversy or claim arising out of or in connection with this Agreement, the Parties agree in the first instance to enter into good faith discussions in each Party's sole discretion. Unless settled by such good faith discussions, any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, or any non-contractual obligations arising out of or in connection with this Agreement, shall be exclusively settled by the courts of the State of Delaware, in the United States of America.

**32. ENUREMENT**

This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and assigns.

BY ACCEPTING A QUOTATION AND/OR USING THE SERVICES THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS AND AGREES TO BE BOUND BY THE TERMS SET FORTH HEREIN.