
MASTER AGREEMENT

OUTPOST24
and
CUSTOMER



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**"). Outpost24 and the Customer 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 The Agreement sets out the terms and conditions which apply to the provision of the Services (as defined below) between the Parties and comprises the following documents (individually, a "**Document**" and collectively, the "**Documents**"):

- (a) The Quotation(s) (as defined below),
- (b) This (master) agreement,
- (c) Service Specific Terms (as defined below), which are accessible at outpost24.com/legal, as updated from time to time, and, if applicable,
- (d) Service Level Agreement ("**SLA**"), which is accessible at outpost24.com/legal, as updated from time to time, and
- (e) 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 or the relevant Document 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.

2.3 The Documents constitute the entire agreement between the Parties with respect to the Services. Any terms or conditions proposed or submitted by the Customer that are not expressly incorporated into the Documents shall have no legal effect and shall not form part of the Agreement between the Parties.

2.4 Where any of the Documents incorporate, reference, or otherwise make available any document, policy, or information by way of a hyperlink or URL (including, without limitation, acceptable use policies, service level agreements, privacy notices, or security documentation), the Customer acknowledges and agrees that (i) it is solely responsible for accessing and reviewing such documents and information via the relevant URL, (ii) it shall familiarise itself with the contents of such documents and information prior to using the Services, and (iii) such documents and information may be updated by Outpost24 (or its third party supplier, as the case may be) from time to time, and it is the Customer's ongoing obligation to monitor and familiarise itself with any such updates. The then current version of any such document or information available at the relevant URL shall apply between the Parties.

3. THE SERVICES AND QUOTATION

- 3.1 **Services:** Outpost24 shall, subject to the Customer fulfilling its obligations hereunder, provide the Services to the Customer in accordance with the terms of the Agreement, including the Documents. “**Service(s)**” means the services, projects and/or software specified in the Service Specific Terms (as defined below) that Outpost24 is to provide to the Customer, together with any subsequently agreed modifications to the content or scope thereof.
- 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 versions of the Service Specific Terms can be accessed at outpost24.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 are to be provided as well as applicable Fees (as defined below) for such Services, which 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 all reasonably necessary access to information, documentation and premises relating to the Customer’s business as required for the performance of the Services.
- 4.3 To the extent the Services are to be performed at the Customer’s premises, the Customer shall at no cost give Outpost24 access to the premises, suitable workspace(s), and the workspace equipment necessary for the performance of the Services.
- 4.4 Unless otherwise 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, Outpost24 shall remain liable for the acts and omissions of any sub-contractors or sub-consultants engaged by it as if they were the acts and omissions of Outpost24 itself.

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 Where Outpost24 provides any third party products or services as part of the Services under the Agreement, the licensing terms and conditions of the relevant third party shall

apply to such products or services and shall take precedence over the provisions of the Agreement to the extent of any conflict.

- 6.2 Unless explicitly agreed between the Parties, Outpost24 gives no warranty and accepts no liability in respect of the performance, functionality, availability or non-performance of any 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 and in accordance with Section 6.1 above, the deviation provisions set out in the applicable third party licensing terms shall apply in place of Section 7.1. Outpost24's sole responsibility in this regard shall be limited to forwarding the Customer's claim to the relevant third party supplier. Where requested by the Customer, Outpost24 shall assign to the Customer any rights it holds against the relevant third party supplier in connection with such deviations, to the extent such rights are assignable.

- 7.3 Outpost24's liability for deviations does not include any of the following:

- (a) deviations in 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,
- (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, or
- (e) deviations caused by, or resulting from, the Customer's failure to fulfil its obligations in accordance with Sections 4.2–4.3.

- 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 Outpost24 in writing 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 within a reasonable time, 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. 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

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 the SLA which is accessible at outpost24.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

Outpost24 may, once per year, request an audit of the Customer's use of the Services to verify the Customer's compliance with the Agreement. The Customer agrees to respond to such requests and assist Outpost24 in any way reasonably necessary to complete the audit procedure, without undue delay. If an audit reveals any infringement or non-compliance with the 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 the Agreement and seek damages.

10. FEES AND NOTICES

- 10.1 The applicable fees ("Fees") for the Services are 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 in writing, the Customer shall pay invoices issued to the Customer by Outpost24 within thirty (30) days of receipt.
- 10.4 Where the Customer procures third party software or hardware through Outpost24, Outpost24 reserves the right to increase the applicable Fees to reflect any corresponding increase in its costs for such software or hardware. Such cost increases include, without limitation, currency fluctuations, supplier price changes, and any applicable taxes or duties introduced after the date of the relevant Quotation.
- 10.5 All required notices to Outpost24 shall be delivered to legal@outpost24.com.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1 Outpost24 grants the Customer a non-exclusive, non-sublicensable, worldwide (subject to Section 22), limited licence to use the Services during the term of the Agreement, solely for the Customer's internal business purposes and strictly in accordance with the terms of the Agreement and the applicable Service Specific Terms. The Customer shall not use the Services:

- (a) for any other purpose or use other than what is stipulated in the Agreement, including the applicable Service Specific Terms,
 - (b) in a manner that violates any applicable law or regulation,
 - (c) on more devices or for more persons or users than agreed in the Quotation or applicable Service Specific Terms, or
 - (d) for actions which are outside the scope of the Customer's ordinary business.
- 11.2 Moreover, during the term of the Agreement the Customer shall be entitled to a non-exclusive, non-sublicensable, worldwide (subject to Section 22), 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 the 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, the 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 the 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 software 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 the 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 any ideas, know-how, concepts, techniques or other intellectual property rights contained in the Feedback. Outpost24 shall be entitled to use such intellectual property rights for any purpose whatsoever, without any attribution or compensation to the Customer or any other party.

12. RIGHTS CLEARANCE

A 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 the 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 the Agreement.

13. INFRINGEMENTS

- 13.1 Outpost24 shall defend and hold the Customer harmless for damages and costs (including reasonable legal fees) 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 the

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. Outpost24 may not settle any claim in a way that imposes liability or obligations on the Customer without the Customer's prior written consent.

13.2 Notwithstanding Section 13.1, Outpost24 shall not be liable for Claims based on

- (a) the Services having been combined with, or incorporated into, another product or technology,
- (b) the Services or specification for the Result having been changed or used contrary to Outpost24's instructions, or
- (c) the infringement having been caused by the Customer's property or actions or a change of the Services at the Customer's request.

13.3 The Customer shall indemnify Outpost24 against any third-party claims, losses and costs (including reasonable legal fees) arising from the Customer's data or use of the Services infringing a third party's rights or violating applicable law. This indemnity is conditional on Outpost24 giving the Customer prompt written notice of any claim, allowing the Customer to lead the defence, and not settling any claim without the Customer's consent. The Customer may not settle any claim in a way that imposes liability or obligations on Outpost24 without Outpost24's prior written consent.

14. LIMITATION OF LIABILITY

14.1 Except for each Party's liability under Section 13, Outpost24's liability to the Customer for direct damages suffered by it under the 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 (i) Section 15 (Personal data), or (ii) for any breach of Section 21 (Confidentiality) shall be limited by this Section 14.1.

14.2 Notwithstanding anything to the contrary in the Agreement, 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 Without limiting the Customer's obligations under Section 13.3, 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.

14.4 The limitations of liability set out in this Section 14 shall not apply in cases of gross negligence or wilful misconduct.

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 the 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 the 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 reasonably have foreseen, at the time of entering into the 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 the 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 the Agreement with immediate effect by giving written notice thereof to the Affected Party.

19. TERM AND TERMINATION

- 19.1 The term of the 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 the Agreement shall continue for a period of twelve (12) months after signature and delivery (as contemplated in Section 19.1) unless another term is mutually agreed upon. The term of the 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. Without limiting Section 10.4, any such automatic renewal is subject to an 8% increase in Fees compared to the previous term.
- 19.3 Notwithstanding the foregoing, either Party (the "**Non-Defaulting Party**") shall be entitled to terminate the Agreement with immediate effect if the other Party (the "**Defaulting Party**"):
- (a) fails to fulfil its obligations under the 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 been declared bankrupt, is wound up or 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 the Agreement with immediate effect by written notice to the Customer if (a) any invoice issued by Outpost24 remains overdue, (b) Outpost24 has provided written notice to the Customer requiring payment of such overdue invoice, and (c) the Customer has failed to pay the overdue invoice in full within thirty (30) days from receipt of such notice.

20. CONSEQUENCES OF TERMINATION

Upon termination of the 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 the Agreement in accordance with the provisions of the 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 the Agreement and thereafter (during the period which follows from Section 23), not to disclose to any third party information regarding the Agreement, nor any other information which the Parties have learned as a result of the 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 the 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 the 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, unless prohibited by mandatory law, 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 Section, to the extent possible, shall be treated confidentially by anyone receiving such information.

22. EXPORT CONTROL

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

23. SURVIVING SECTIONS

Sections 11.4–11.5 (Intellectual Property Rights), 14 (Limitation of Liability), 21 (Confidentiality) and 31 (Governing Law and Jurisdiction) shall survive any termination of the Agreement. The obligations under Section 21 shall survive for three (3) years following termination.

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, the 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 the Agreement or any of its rights or obligations under the 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 the Agreement to an affiliated company or in connection with a transfer of the majority of its assets.

26. ENTIRE AGREEMENT

The Parties confirm that the 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 the Agreement. 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 the 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 the Agreement.

29. INTERPRETATION

In the 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 the 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 the Agreement shall continue in full force and effect. The Parties shall seek to amend such void, invalid or unenforceable provisions and thereby the Agreement in order to give effect to, so far as it is possible, the spirit of the 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

The 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.