MASTER SERVICE AGREEMENT

This MASTER SERVICE AGREEMENT (collectively with all Statements of Work, this "***Agreement***") is entered into and made effective as of [} (the "***Effective Date***") by and between Morressier GmbH ("***Morressier***"), and [ ] ("***Customer***").

1. DEFINITIONS

"***Affiliate***" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.

"***Control***," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"***Content***" means information obtained by Morressier from publicly available sources or its third-party content providers and made available to Customer through the Services or pursuant to an SOW.

"***Customer Data***" means any text, images, audio, video, documents, presentations, software, and any other data, materials and information submitted by or on behalf of Customer to the Services, excluding Content.

"***Documentation***" means all applicable Service's then-current technical specifications contained in the user and system documentation made generally available by Morressier to its customers from time to time.

"***Malicious Code***" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"***Non-Morressier Application***" means a web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party.

"***Services***" means the products and services that are ordered by Customer under an SOW and made available by Morressier as described in Documentation. "Services" exclude Content, Customer Data, and Non-Morressier Applications.

"***Statement of Work***" or "***SOW***" means an ordering document specifying the Services to be provided hereunder that is entered into between Customer and Morressier, including any addenda and supplements thereto.

"***User***" means an individual who is authorized by Customer to use a Service as specified in an SOW and to whom Customer (or, when applicable, Morressier at Customer's written request) has supplied a user identification and password. Users may include, for example, employees, reviewers, authors, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. MORRESSIER RESPONSIBILITIES

2.1 Provision of Purchased Services. Morressier will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable SOW and Documentation, (b) provide support for the Services to Customer in accordance with the Service Level Agreement attached hereto as Exhibit A (the "***SLA***"), and (c) provide the Services in accordance with laws and government regulations applicable to Morressier's provision of the Services to its customers generally (i.e., without regard for Customer's particular use of the

Services), and subject to Customer's use of the Services in accordance with this Agreement, Documentation and the applicable SOW. Morressier will make the Services available in accordance with the terms of the SLA. Customer's sole remedy, and Morressier's sole liability, for any breach of the foregoing will be those remedies set forth in the SLA.

2.2 Protection of Customer Data. Morressier will maintain administrative, physical, and technical safeguards in accordance with industry standards for protection of the security, confidentiality and integrity of Customer Data. Such safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users) such as software patching, penetration testing, physical and/or logical data separation measures, and third-party security evaluations. The terms of the data processing addendum agreed in writing by the parties (the "***DPA***") are hereby incorporated by reference and will apply to the extent Customer Data includes Personal Data, as defined in the DPA. Upon request by Customer, made within ninety (90) days after the effective date of termination or expiration of this Agreement, Morressier will make Customer Data available to Customer for export or download in a format agreed in writing by the parties. After such ninety (90) day period, Morressier will have no obligation to maintain or provide any Customer Data and may thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions; Additional Services. Unless otherwise provided in the applicable SOW or Documentation, Services and access to Content are purchased as subscriptions for the term set forth in the applicable SOW. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Morressier regarding future functionality or features. During the Term, Customer may request additional services from Morressier by submitting a request to Customer's Morressier account manager in writing ("**Additional Services**"). If accepted by Morressier, Customer and Morressier will execute an SOW for such Additional Services. Morressier reserves the right to charge Customer for any such Additional Services at the rates agreed in writing by the parties.

3.2 Usage Limits. The Services and Content are subject to any usage limits specified in SOWs and Documentation. If Customer exceeds a contractual usage limit, Morressier will work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding Morressier's reasonable efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an SOW for additional quantities of the applicable Services or Content promptly upon Morressier's written request, and/or pay any invoice for excess usage in accordance with Section 5 (*Fees and Payment*) below.

3.3 Customer Responsibilities. Customer will (a) be fully responsible and liable for Users' compliance with this Agreement, Documentation, and SOWs, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-Morressier Applications with which Customer uses Services or Content, (c) take reasonable steps to prevent unauthorized access to or use of the Services and Content by Users, and notify Morressier promptly of any such unauthorized access or use of which it becomes aware, and (d) use the Services and Content only in accordance with this Agreement, Documentation, SOWs and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer or Users that is shown to threaten the security, integrity, or availability of Morressier's services, may result in Morressier's immediate suspension of Customer's access to the Services, however Morressier will use commercially reasonable efforts under the circumstances to provide Customer with prior written notice and a reasonable opportunity to remedy any such violation or threat prior to suspending access to the Services.

3.4 Usage Restrictions. Customer will not, and will not permit any User to, (a) make any Service or Content available to anyone other than Customer, its Affiliates or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an SOW or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use any Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use any Service to store or transmit Malicious Code, (e) interfere with or disrupt the

integrity or performance of any Service or any Content or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Service to access or use any Morressier intellectual property except as permitted under this Agreement, an SOW, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) modify, copy, or create derivative works based on Content except as permitted herein or in an SOW or the Documentation, (j) frame or mirror any part of any Service or Content, other than as expressly permitted in the Documentation, or (k) disassemble, reverse engineer, or decompile a Service or Content or access any Service or Content to (i) build a competitive product or service, (ii) build a product or service using similar ideas, features, functions, or graphics of any Service, or (iii) copy any ideas, features, functions, or graphics of the Services.

3.5 Removal of Content and Non-Morressier Applications. If Customer receives written notice from Morressier and reason why any Non-Morressier Application must be modified and/or disabled from accessing the Services or Content, including to avoid violating applicable law or third-party rights, Customer will promptly do so. If Customer does not take required action in accordance with the above, or continued violation is likely to reoccur, Morressier may disable Customer's access to the applicable Content or Service and/or Non-Morressier Application on written notice to Customer. If requested in writing by Morressier, Customer will confirm such deletion and discontinuance of use in writing and Morressier will be authorized to provide a copy of such confirmation to any relevant third-party claimant or governmental authority. In addition, if Morressier is required by any third-party rights holder to remove Content or receives information that Content provided to Customer will violate applicable law or third-party rights, Morressier may discontinue Customer's access to Content through the Services on written notice to Customer.

4. NON-MORRESSIER PRODUCTS AND SERVICES

4.1 Non-Morressier Products and Services. Any acquisition by Customer of Non-Morressier Applications, and any exchange of data between Customer and any provider of Non-Morressier Applications, is solely between Customer and the applicable Non-Morressier Application provider. Morressier does not warrant or support Non-Morressier Applications. Morressier is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by any Non-Morressier Application or its provider.

4.2 Integration with Non-Morressier Applications. The Services may contain features designed to interoperate with Non-Morressier Applications. Morressier cannot guarantee the continued availability of such features or Non-Morressier Applications, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-Morressier Application ceases to make the Non-Morressier Application available for interoperation with the corresponding Service features

5. FEES AND PAYMENT

5.1 Fees. Customer will pay all fees specified in, and in accordance with, SOWs. Except as otherwise specified herein or in a SOW, (a) payment obligations are non-cancelable and fees paid are non-refundable, and (b) quantities purchased cannot be decreased during the relevant subscription term. The fees quoted will not change during the Initial SOW Term unless agreed to in writing by both parties. Morressier may increase the pricing of any subscription for any renewal term by not more than five percent (5%) from the then-current pricing by providing written notice of such increase to Customer at least sixty (60) days prior to the expiration of the Initial SOW Term or then-current SOW Renewal Term, as applicable (each as defined in Section 11.2 below).

5.2 Invoicing and Payment. Unless otherwise specified in an SOW, Morressier will (a) invoice Customer in advance for the Services and otherwise in accordance with the relevant SOW, with invoiced fees due net 30 days from receipt of invoice date and (b) Morressier will issue Customer its first invoice upon execution of this Agreement. Customer is responsible for providing complete and accurate billing and contact information to Morressier in the SOW or as otherwise requested in writing by Morressier and agrees to notify Morressier of any changes to such information.

5.3 Overdue Charges. If any invoiced amount is not received by Morressier by the date due, then without limiting Morressier's rights or remedies, (a) such overdue charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) Morressier may condition future subscription and SOW renewals on payment of all outstanding past due amounts.

5.4 Suspension of Service and Acceleration. If any charge owing by Customer under this Agreement or any other agreement for services is thirty (30) or more days overdue, Morressier may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend all Services until such amounts are paid in full, provided that, Morressier will give Customer at least ten (10) days' prior written notice that its account is overdue, before suspending services to Customer.

5.5 Payment Disputes. In the event of a good faith dispute regarding payment of any invoice, Customer will, within fifteen (15) days of receipt of such invoice, notify Morressier in writing of the dispute and the parties will use good faith efforts to resolve such dispute. Morressier will not exercise its rights under the foregoing Sections 5.3 (*Overdue Charges*) or 5.4 (*Suspension of Service and Acceleration*) with respect to any disputed amount provided that Customer provides timely notice of such dispute, cooperates in good faith to resolve the dispute and timely pays all undisputed amounts due.

5.6 Taxes. Morressier's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use, or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "***Taxes***"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Morressier has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, Morressier will invoice Customer and Customer will pay that amount unless Customer provides Morressier with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Morressier is solely responsible for taxes assessable against it based on its income and employees.

6. PROPRIETARY RIGHTS AND LICENSES

6.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, both parties and their licensors reserve all their respective right, title and interest in and to the Services and Content, including all respective intellectual property rights therein. No rights are granted to Customer hereunder other than as expressly set forth herein.

6.2 License to Customer. Morressier hereby grants Customer, during the applicable SOW Term (as defined in Section 11 (*Term and Termination*) below), a worldwide, royalty-free, revocable (as set forth herein), non-exclusive, non-sublicensable, non-transferable right for its Users to access and use the applicable Services and Content solely for Customer's internal business operations, subject to the terms of applicable SOWs, this Agreement, and the Documentation.

6.3 License to Morressier. Customer grants Morressier a worldwide, sublicensable (to Morressier's applicable contractors), royalty-free, fully paid up, non-exclusive, license to host, copy, use, reproduce, transmit, and publicly perform and display Customer Data, as appropriate for Morressier to provide and ensure proper operation of, the Services and associated systems in accordance with this Agreement. If Customer chooses to interoperate any Non-Morressier Application with the Services, Customer grants Morressier permission to allow the Non-Morressier Application and its provider to access Customer Data and information about Customer's usage of the Non-Morressier Application as necessary for the interoperation of that Non-Morressier Application with the Service. Subject to the limited licenses granted herein, Morressier acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data or Non-Morressier Application.

6.4 Usage Data. Customer grants to Morressier and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license and right, with right to sublicense through multiple tiers of sublicensees, to use and incorporate into its products and services any suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation of Morressier's products and services. Morressier may compile and, both during and after the Term of this Agreement, use de-identified, anonymized, and/or aggregated

statistical information ("**Usage Data**") related to the usage and technical performance of the Services for purposes of improving or enhancing the Services and any other current or future offerings of Morressier.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. "***Confidential Information***" means all information disclosed by a party ("***Disclosing Party***") to the other party ("***Receiving Party***"), whether orally or in writing, that is designated as confidential or that reasonably should be understood by the Receiving Party to be considered by the Disclosing Party as confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Morressier includes the Services and Content, the terms and conditions of this Agreement and all SOWs (including pricing), and any business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed or otherwise made available by Morressier. However, Confidential Information does not include any information that demonstrably (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without access or reliance on the Disclosing Party's Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this Section 7 apply to any Confidential Information exchanged between the parties in connection with the evaluation of additional Morressier services.

7.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

8.2 Morressier Warranties. Morressier warrants that during an applicable subscription term (a) Morressier will not decrease the overall security of the Services, (b) the Services will perform in accordance with the applicable Documentation, and (c) subject to Section 4.2 (*Integration with Non-Morressier Applications*) above, Morressier will not decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedy and Morressier's entire liability will be the correction of the deficient Service that caused the breach of warranty, or, if Morressier cannot substantially correct the deficiency in a commercially reasonable manner, Customer may end its subscription to the deficient Service and Morressier will refund to Customer any fees for the Terminated Service that Customer pre-paid to Morressier for the period following the effective date of termination.

8.3 Customer Warranties. Customer represents and warrants that Customer holds all rights necessary to (a) submit the Customer Data to Morressier via the Services; and (b) grant all rights and licenses herein.

8.4 Disclaimers. Except as expressly provided herein, neither party makes, and each hereby disclaims, any warranty of any kind, whether express, implied, statutory or otherwise, including any implied warranty of

merchantability, fitness for a particular purpose, or non-infringement to the maximum extent permitted by applicable law. Morressier does not warrant that the services will be error-free or uninterrupted, that Morressier will correct all service errors, or that the service will meet customer's requirements or expectations. Morressier is not responsible for any issues related to the performance, operation, or security of the service that arise from customer data or non-Morressier applications. All services and content are provided "as is," and as available.

9. MUTUAL INDEMNIFICATION

9.1 Indemnification by Morressier. Morressier, at its expense, will defend Customer from and against all actions, proceedings, claims, and demands brought by a third party (a "**Third-Party Claim**") alleging that the Services, as made available by Morressier, infringe or misappropriate any intellectual property rights of such third party, and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by Morressier in writing of, a Third-Party Claim. Notwithstanding anything to the contrary in this Agreement, the foregoing defense and indemnification obligations will not apply with respect to any Third-Party Claim to the extent arising out of or relating to: (i) the Customer Data or specifications or requirements provided by or on behalf of Customer; (ii) use of the Services in combination with any software, hardware, network, technology, or system not supplied or approved by Morressier; (iii) any modification of the Services other than by Morressier or with its approval; or (iv) use of the Services other than as authorized under this Agreement.

9.2 Mitigation. If any Third-Party Claim which Morressier is obligated to defend has occurred, or is likely to occur, Morressier may, at its option (i) obtain for Customer the right to continue using the Content or Services; (ii) replace or modify the Content or Services so that they avoid such claim; or if such remedies are not reasonably available, (iii) terminate the applicable SOW and provide Customer with a refund of any unused fees Customer prepaid to Morressier for the infringing Content or Services.

9.3 Indemnification by Customer. Customer, at its expense, will defend Morressier against any Third-Party Claim (a) alleging that any Customer Data or Customer's use of Customer Data with the Services, a Non-Morressier Application provided by Customer, or the combination of a Non-Morressier Application provided by Customer and used with the Services infringes or misappropriates such third party's intellectual property rights, or (b) arising from or relating to Customer's use of the Services or Content in violation of this Agreement, the Documentation, or SOW; and will indemnify Morressier from any damages, attorney fees and costs finally awarded against Morressier as a result of, or for any amounts paid by Morressier under a settlement approved by Customer in writing of such Third-Party Claim.

9.4 Procedures. Each indemnifying party's obligations under this Section 9 (*Mutual Indemnification*) are conditioned upon (a) being promptly notified in writing of any Third-Party Claim for which the other Party seeks indemnification hereunder, (b) having the sole and exclusive right to control the defense and settlement of the Third-Party Claim, and (c) the indemnified party providing all reasonable assistance in the defense of such Third-Party Claim. In no event will the indemnifying party settle any claim without the indemnified party's prior written approval (not to be unreasonably withheld, conditioned or delayed). The indemnified party may, at its own expense, engage separate counsel to advise it regarding a Third-Party Claim and participate in the defense of the Third-Party Claim, subject to the indemnifying party's right to control the defense and settlement.

9.5 Exclusive Remedy. This Section 9 (*Mutual Indemnification*) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any Third-Party Claim described in this section.

10. LIMITATION OF LIABILITY

10.1 Limitation of liability. To the fullest extent permitted by law, in no event will the aggregate liability of either party arising out of or related to this agreement exceed the total amount paid by customer hereunder for the services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability but will not limit a party's liability under section 9 (*mutual indemnification*).

10.2 Exclusion of consequential and related damages. To the fullest extent permitted by law, in no event will either party have any liability arising out of or related to this agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party has been advised of the possibility of such damages or if a party's remedy otherwise fails its essential purpose.

11. TERM AND TERMINATION

11.1 Term of Agreement. This Agreement commences on the Effective Date and will continue in full force and effect until all SOWs hereunder have expired or have been terminated, subject to earlier termination under Section 11.3 (the "***Term***").

11.2 Term of Subscriptions. Each SOW begins on its effective date and, unless earlier terminated in accordance with the terms of this Agreement, continues in effect through the initial term set forth therein (the "***Initial SOW Term***"). Unless the SOW expressly states otherwise or is earlier terminated in accordance with the terms of this Agreement, upon the expiration of the Initial SOW Term, the term of each SOW will automatically renew for successive renewal terms each equal in length to the Initial SOW Term (each a "***SOW Renewal Term***" and together with the Initial SOW Term, the "***SOW Term***"), unless either party provides the other with written notice of non-renewal at least six months' prior to the expiration of the Initial SOW Term or the then-current SOW Renewal Term of such SOW.

11.3 Termination. Either party may terminate this Agreement for cause upon not less than thirty (30) days' prior written notice to the other party of a material breach if such breach cannot be remedied or remains uncured at the expiration of such period. Either party may terminate this Agreement if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. For the avoidance of doubt, if this Agreement is terminated under this Section 11.3, all SOWs will come to an end automatically. If Morressier opts to cease provision of a Service to its general customers, Morressier may terminate such Service under this Agreement (the "**Terminated Service**") by giving Customer at least one hundred and fifty days' prior written notice. Notwithstanding anything to the contrary, Morressier's sole liability to Customer in respect of any Terminated Service, and Customer's sole remedy, shall be Customer's right to a refund as set forth in Section 11.4

11.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with Section 11.3 (*Termination*) above, Morressier will promptly refund Customer any prepaid fees covering the remainder of the Term after the effective date of such termination. If Morressier terminates a Service in accordance with Section 11.3 (*Termination*), Morressier will promptly refund Customer any prepaid fees for such Terminated Service covering the remainder of the applicable SOW Term after the effective date of such termination. If this Agreement is terminated by Morressier in accordance with Section 11.3 (*Termination*), any unpaid fees covering the remainder of the Term will accelerate and be due upon the effective date of termination, to the extent permitted by applicable law. In no event will termination due to Customer's breach relieve Customer of its obligation to pay any fees payable to Morressier for the period prior to the effective date of termination.

11.5 Surviving Provisions. Sections 5 (*Fees and Payment*), 6 (*Proprietary Rights and Licenses*), 7 (*Confidentiality*), 8.4 (*Disclaimers*), 9 (*Mutual Indemnification*), 10 (*Limitation of Liability*), 11.4 (*Refund or Payment upon Termination*), 11.5 (*Surviving Provisions*), and 12 (*General Provisions*) will survive any termination or expiration of this Agreement for any reason, and Section 2.2 (*Protection of Customer Data*) will survive any termination or expiration of this Agreement for so long as Morressier retains possession of Customer Data.

12. GENERAL PROVISIONS

12.1 Export Compliance. The Services, Content, other Morressier technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Morressier and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in violation of any U.S. export law or regulation.

12.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between Morressier and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a party's purchase order or in any other order documentation (excluding SOWs) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable SOW, (2) this Agreement, then (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement.

12.4 Assignment. Neither party may assign, novate or sub-contract any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent; provided, however, that Morressier may assign this Agreement in its entirety (including all SOWs), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns..

12.5 Manner of Giving Notice. All notices related to this Agreement will be in writing to the addresses specified below or, if specific to an SOW, as set forth in such SOW, and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) the day of sending by email (except for notices of termination or an indemnifiable Third-Party Claim) if sent during the recipient's normal business hours and otherwise the following business day of the recipient.

12.6 Agreement to Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The parties hereby consent to the personal and exclusive jurisdiction of the federal and state courts located in New York County, New York. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

12.7 Miscellaneous. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. There are no third-party beneficiaries under this Agreement. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right and no waiver of any right will be deemed a waiver of any other right or a subsequent waiver of such right. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by such court and interpreted so as best to accomplish the intent of the parties.

[*Signature Page to Follow*]

Each person signing this Agreement below represents that they have the authority to bind the party on whose behalf they have signed below. By signing below, each party represents that it has read and agrees to be bound by this Agreement.

Morressier Inc.		**[Customer]**	
Signed:	_____	Signed:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Address:	_____	Address:	_____
Email:	_____	Email:	_____
Date:	_____	Date:	_____

EXHIBIT A
SERVICE LEVEL AGREEMENT

DEFINITIONS. The following terms will have the definitions set forth below:

"**Normal Business Hours**" means [9 a.m. to 6 p.m. CET], Monday through Friday.

"**Recovery Point Objective**" means the maximum targeted period in which data may be lost due to a Disaster.

"**Recovery Time Objective**" means the maximum targeted duration of time within which access to the Services must be restored after a Disaster.

"**Scheduled Maintenance**" means routine maintenance scheduled by Morressier to implement generic changes to, or updates of, the Morressier platform. Morressier will provide Customer with prior written notice of all such Scheduled Maintenance via email and within a minimum of 7 business days' and through the company website.

"**Total Annual Time**" means the total minutes in the relevant calendar year. For any partial calendar year during which Customer subscribes to the Services, availability will be calculated based on the entire calendar year, not just the portion for which Customer subscribed.

"**Unscheduled Downtime**" means the total amount of time during any calendar year, measured in minutes, during which the Customer is not able to access the features and functions of the Services, other than Scheduled Downtime, as defined above. Unscheduled Downtime will not include any period during which the Services is unavailable as a result of (i) non-compliance by Customer with any provision of this SLA; (ii) incompatibility of Customer's equipment or software (including Non-Morressier Applications) with the Services; (iii) actions or inactions of Customer or third parties; (iv) Customer's use of the Services after Morressier has advised Customer in writing to modify its use of the Services, if Customer did not modify its use as advised; (v) acts or omissions of Customer or Customer's employees, agents, contractors, or vendors, or anyone gaining access to the Services by means of Customer's passwords or equipment; (vi) performance of Customer's systems or the Internet; (vii) any systemic Internet failures; (viii) network unavailability or Customer's bandwidth limitations; (ix) any unavailability caused by circumstances beyond Morressier's reasonable control (a "**Disaster**"), including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Morressier's employees), third-party service provider, failure or delay, or denial of service attack.

"System Availability" means, with respect to any particular calendar year, the ratio obtained by subtracting Unscheduled Downtime during such year from the Total Annual Time, and thereafter dividing the difference so obtained by the Total Annual Time. Represented algebraically, System Availability for any particular calendar year is determined as follows:

$$\frac{\text{Total Annual Time - Unscheduled Downtime}}{\text{Total Annual Time}}$$

SYSTEM PERFORMANCE.

System Availability: Morressier will undertake all commercially reasonable measures to ensure that System Availability equals or exceeds ninety-nine point nine (99.9%) during each calendar year (the "**Service Standard**").

System Responsiveness: Except for during Scheduled or Unscheduled Downtime, Morressier will use all commercially reasonable efforts to ensure that (i) all pages comprising the Services respond in an average of four (4) seconds of submission by Customer; and all application programming interfaces provided by Morressier as a part of the Services respond to Customer queries in an average of five hundred (500) milliseconds of the submission of such query, as observed from Customer's endpoint.

Access to Support: Customer may report Unscheduled Downtime or submit a support request 24 hours a day, 7 days a week, by sending Morressier an e-mail to support@morressier.com.

System Monitoring and Measurement: Morressier may use a third-party service provider ("**Monitoring Service Provider**") to monitor System Availability on an ongoing basis. All measurements of System Availability will be calculated on an annual basis for each calendar year during the Term based on the records of Morressier or such Monitoring Service Provider. Such records regarding System Availability will be final and each party agrees not to dispute such records. As of the effective date of the Agreement, Morressier uses [Hound Technology, Inc. d/b/a Honeycomb] as its Monitoring Service Provider; provided, however that Morressier reserves the right to switch to a different Monitoring Service Provider - Service Providers listed on company website.

RESPONSE TIMES. Morressier will use all commercially reasonable efforts to respond to and resolve any problem reported by Customer in accordance with the Priority Levels and in the time periods described below, provided that classification of any problem among Priority Levels will be in accordance with the definitions specified.

Priority Level	Description	Impact
1	The Service is down and cannot be accessed	- The user cannot access or use any of its own content – authorized users may not log in and authentication is unavailable. - GDPR breach
2	The Service is running but substantial errors occur	The user can access the content and copy it to another location but, because most of the functions cannot be used, cannot use the Services. Examples include but not limited to: - Authorized users unable to submit or review - Authorized users unable to export to the production platform
3	Errors in the Service affect users' ability to benefit fully from it	The user cannot perform some tasks but is not restrained from storing, changing, and searching content and metadata. Examples include but not limited to: - Decision step is missing - Search function is missing
4	The Service displays some minor errors	The user finds service to be slow or/and there is an error that does not keep the user from using the system in daily operations

Morressier will respond to problems in accordance with the following criteria, provided that such problem is reported by Customer in accordance with this SLA and is reproducible by Morressier's support team:

Priority Level	Initial response	Client Update	Resolution Target
1	Within 3 Business Hours	Every 2 hours	Within 1 Business Day
2	Within 1 Business Day	Daily	Within 2 Business Days
3	Within 1 Business Day	As needed	Within 4 Weeks
4	Within 2 Business Days	As needed	Provided upon request

DISASTER RECOVERY AND RESTORATION.

In the event the Services are rendered inoperable by a Disaster, Morressier's disaster recovery procedures will be followed. The Services will have disaster recovery procedures with a Recovery Point Objective and a Recovery Time Objective each not to exceed more than twenty-four (24) hours from such declaration. In the event the foregoing targets are not met, Morressier will provide written notice to Customer. Customer acknowledges that a Disaster and the following recovery procedures may result in temporary partial or degraded availability of the Services upon restoration. Morressier will make a substantial and good faith effort, as is customary in the industry, to restore complete, non-degraded service as quickly as possible. Morressier will not have any liability for any unavailability of the Services that is caused by a Disaster. As part of Morressier's preparation for a potential Disaster, Morressier will perform disaster recovery tests on an annual basis and share results upon request.

CUSTOMER REQUIREMENTS.

Customer is responsible for maintenance and management of its computer network(s), servers, and software, and any equipment or services related to maintenance and management of the foregoing. Customer is responsible for correctly configuring its systems in accordance with any reasonable written instructions provided to it by Morressier, as may be necessary for provision of access to the features and functions of the Services.
To receive assistance for an issue, Customer will contact Morressier's support services by submitting a ticket via e-mail to Morressier's support center at support@morressier.com with a complete description of the issue, actual behavior, expected behavior, and steps to reproduce including impact and scale. Upon receipt of such ticket, Morressier will perform the following steps:

(a) assess the Priority Level of the issue based on priority level criteria and the Customer's description and steps to reproduce.

(b) For all issues, Morressier's support representative will provide Customer with regular updates per priority level criteria unless otherwise indicated in response until the reported issue is resolved.

(c) In case the issue does not fulfill the Priority Level 1 requirements, appropriate Priority Level is assigned, and Morressier's support service will follow up with the Customer as set forth in this SLA.

If resolution cannot be reached within the target timeframe, Morressier will promptly send a new estimated fix or workaround time.

PERSONNEL

Morressier will ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times adequately qualified, skilled, and experienced in their respective functions to include an Account Manager, Customer Support Associate, and VP, Customer Experience. Specific individuals and titles may change from time to time as business requires.