Subscription Services Agreement

This Subscription Services Agreement ("**Agreement**") is between Advectus Solutions Limited ("**Advectus**"), with its principal place of business located at Suite 1108. Tower 2 Silvercord. 30 Canton Road, TST. Kowloon. Hong Kong, and the entity that has accepted this Agreement through the Estimate/Order Form which references this Agreement ("**Customer**"). Capitalized terms not defined elsewhere in this Agreement shall have the meaning given to them in the NetSuite Terms of Service, as defined below. This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1. Subscription Service

Subject to the terms and conditions of this Agreement and during the Term, Advectus hereby grants to Customer, solely for Customer's and any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, that controls, is controlled by, or is under common control of Customer (collectively "**Affiliates**") Users, the limited right and license to access and use the NetSuite Hosting site, software, and software-as-a-service offerings owned by Advectus and further described on the Estimate/Order Form (collectively, the "**Services**") solely for internal business operations. The right and license granted herein is not sublicensable or transferable. The terms of this Agreement shall also apply to any updates and upgrades subsequently provided by Advectus to Customer for the Services. NetSuite Data Centers shall host the Services and Advectus may update the functionality, user interface, usability, user documentation, training, and educational information of and relating to the Services from time to time at its sole discretion and in accordance with this Agreement as part of its ongoing mission to improve the Services and Customers' use of the Services. Advectus may make available for use to Customer Advectus software products as "add-ons" to the NetSuite subscription services subject to a separate Master Services Agreement ("**MSA**") signed by the parties. This Agreement does not alter in any way the terms of any MSA signed by the parties, nor does any MSA alter in any way the terms of this Agreement.

2. Advectus Technical Support

Advectus Technical will be provided as a separate service subject to a separate support agreement and is required in conjunction with this Agreement.

3. Authorized Seller, Reseller

Advectus will invoice Customer directly for the Services. Advectus reserves the right to appoint an authorized reseller for its Services and will provide Customer with written notice of the new appointed authorized reseller. If an authorized reseller is appointed by Advectus, Advectus may authorize to have invoicing and collections of said invoices by the authorized reseller.

4. Platform Provider

4.1. Requirement for NetSuite/Oracle Agreement

NetSuite and its Data Center is the platform provider for the Advectus I.A.P System which is the subject of the Services being provided to Customer. Customer shall enter into an independent agreement with NetSuite/Oracle for access to and use of the NetSuite Data Center. This Agreement is independent of any agreement entered into between NetSuite/Oracle and Customer. To the extent any terms of the Customer – NetSuite/Oracle agreement conflict with the terms of this Agreement, this Agreement shall govern Customer's use of the Advectus I.A.P. It is not possible to use the Advectus Services without a valid, paid-up agreement with NetSuite/Oracle for the platform access.

4.2. Requirement to Provide Access to Customer's NetSuite Instance

Customer shall at all times provide Advectus with access to Customer's NetSuite instance for purposes of enabling Advectus to confirm that Customer's access to and use of the Services is in compliance with this Agreement. If at any time Advectus discovers Customer has disabled Advectus' access to Customer's NetSuite instance, Advectus shall have the right to seek immediate injunctive relief ordering Customer to provide access to Customer's NetSuite instance as provided in this Section 4.2, preventing Customer from again disabling Advectus' access to Customer's NetSuite instance, preventing Customer from access to or use of the Services for so long as Customer remains out of compliance with this Section, and preventing Customer from removing any code that permits Advectus' access to Customer's NetSuite instance or from otherwise taking any steps to prevent Advectus' access to Customer's NetSuite instance. Customer recognizes and acknowledges that a breach of this provision will cause irreparable damage to Advectus, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Customer accordingly agrees that in the event of a breach of this provision, in addition to any other remedy which may be available at law or in equity, Advectus will be entitled to specific performance and injunctive relief without the requirement to post any bond. The dispute resolution provisions of Sections 17.2 and 17.3 shall not apply to any such efforts, and Advectus may initiate litigation or other proceedings in the state or federal courts sitting in Seattle, King County, Washington, or any other competent court or tribunal having jurisdiction, with respect to any such efforts. Customer hereby irrevocably submits to the exclusive jurisdiction of such courts or tribunals for such efforts, and hereby irrevocably waives and agrees not to assert any claim that it is not personally subject to jurisdiction of such courts or tribunals, that such courts or tribunals are an inconvenient forum, or that such courts or tribunals are an improper venue.

4.3. NetSuite's Termination of Access to the Services

Advectus will provide Customer with thirty (30) calendar days written notice, or as much notice as is feasible given the timing of NetSuite's notification of Advectus, of NetSuite's termination of access to the Advectus I.A.P through the Data Center, which could only occur in case of non-payment or non-compliance by Customer with the applicable agreements signed by Customer in respect of the same in accordance with the terms of those agreements.

5. Estimate/Order Forms

The Services shall be ordered by Customer or its Affiliates pursuant to Estimate/Order Form. Each Estimate/Order Form shall include at a minimum a listing of the Services being ordered and the fees therefore. Except as otherwise provided on the Estimate/Order Form or this Agreement, each Estimate/Order Form is non-cancellable and shall be subject to the terms and conditions of this Agreement. For any order by Customer or its Affiliate for the benefit of Customer's Affiliate(s), the term "Customer" shall refer to Customer and such Affiliate(s). For avoidance of doubt, professional services for implementation are not part of this Agreement and shall instead be governed by a separate MSA signed by the parties.

6. Restrictions

Customer is responsible for all activities conducted under its Users' logins and for its Users' and Affiliates' compliance with this Agreement. Customer shall not and shall not permit its Users, Affiliates, or any third party to: (a) copy, translate, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services, the Materials (defined below), or any part thereof or otherwise attempt to discover any source code or modify the Services in any manner or form unless expressly allowed in the User Guide; (b) use unauthorized modified versions of the Services, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services; (c) use the Services in a manner that is contrary to applicable law or in violation of any third party rights of privacy or intellectual property rights; (d) publish, post, upload, or otherwise transmit Customer Data that contains any viruses, Trojan horses, worms, time bombs, corrupted files, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any systems, data, personal information, or property of another; (e) use or knowingly permit the use of any security testing tools in order to probe, scan, or attempt to penetrate or ascertain the security of the Services or otherwise attempt to gain unauthorized access to Advectus' computer systems or engage in any activity that disrupts, diminishes the quality of, interferes with the performance of, or impairs the functionality of the Services; (f) operate as a service bureau, outsource, rent, resell, sublicense, concurrently use a single User login, or time-share the

Services; (g) use automated means, including spiders, robots, crawlers, data mining tools, or the like to download data from the Services; (h) distribute, publicly display, or publicly perform any Materials, or download (other than page caching) any portion of the Services except Customer's own information and deliverables created for Customer's use by Advectus; or (i) use of any portion of the Services or the Materials as a destination linked from any unsolicited bulk messages or unsolicited commercial messages. Any violation of this Section by Customer, its Affiliates, or its or their Users shall be a material breach of this Agreement, and Advectus may immediately and without notice shutdown, disable, or otherwise terminate Customer's, its Affiliates', and its and their Users' use of and access to the Services.

7. Intellectual Property Rights & Limited License

Except for information gathered from or provided by Customer, the Services, including, without limitation, the Advectus name and logos, and all designs, text, graphics, images, information, data, software, sound files, other files, and the selection and arrangement thereof (collectively, the "**Materials**") are the property of Advectus and its licensors and are protected by U.S. and international intellectual property laws. Except for the limited right and license to access and use the Services granted pursuant to the terms of this Agreement, nothing in this Agreement shall be construed as conferring any right, interest, title, or license to any intellectual property rights of Advectus or its reseller, whether by estoppel, implication, or otherwise, and Customer acknowledges and agrees that neither it nor its Affiliates is permitted to access or use the Services other than as permitted under Section 1 of this Agreement. Customer shall not challenge or assist others in challenging the Materials or any intellectual property rights therein in any jurisdiction. Any violation of this Section by Customer, its Affiliates, or its or their Users shall be a material breach of this Agreement, for which Advectus may terminate Customer's, its Affiliates', and its and their Users' use of and access to the Services under Section 12.

8. Term, Fee, Payment & Taxes, Notices.

8.1. Term

The term of this Agreement shall commence on the Start Date of the initial Estimate/Order Form, as "Start Date" is defined in the initial Estimate/Order Form, and shall continue for the term time period listed in the initial Estimate/Order Form (the "**Initial Term**"). Thereafter, additional terms may be commenced automatically, if automatic renewals are provided for under the initial Estimate/Order Form, subject to the applicable increased subscription price set forth in the initial Estimate/Order Form; or may be commenced under subsequent Estimate/Order Forms, subject to the applicable increased subscription price set forth in the applicable Estimate/Order Form (each successive renewal term following the Initial Term, a "**Renewal Term**"). Any Renewal Term shall commence on the Start Date of the applicable

Estimate/Order Form and shall continue for the term time period listed in the applicable Estimate/Order Form. The Initial Term and all Renewal Terms shall be collectively the "**Term**."

Advectus reserves the right to discontinue offering the Services at the conclusion of Customer's then current subscription term for such Services subject to written notice by Advectus provided at least twelve (12) months in advance of the end of Customer's then-current subscription term; provided, however, that if the length of Customer's then-current subscription term is equal to or less than twelve (12) months, then Advectus shall only be obligated to provide one hundred eighty (180) calendar days advance written notice.

8.2. Fees & Payment

Customer shall pay the fees as specified in the applicable Estimate/Order Form. All fees are non-refundable, except as otherwise explicitly stated in the applicable Estimate/Order Form or this Agreement. The fees and the Term for additional Users and other items procured during an amendment or extension to add Users will co-terminate with and be prorated through the end date of the subscription term for the applicable Services unless specifically stated otherwise in such amendment or extension. Pricing for subsequent Estimate/Order Forms shall be set at then current Advectus pricing, unless otherwise agreed by the parties. The authorized reseller or Advectus will invoice Customer as described in Section 3 of this Agreement. All fees and payments shall be made to Advectus. PLEASE NOTE: SMS or network fees made necessary by User or Customer apps are not included in the Advectus charges.

8.3. Pricing Increases

Terms governing pricing increases, including any price locks or renewal caps, shall be as set forth in the applicable Estimate/Order Form.

8.4. Taxes

Advectus fees do not include any local, state, federal, international, or foreign taxes, levies, or duties of any nature, including value-added, sales, use, or withholding taxes ("**Taxes**"). Customer is responsible for paying all Taxes regardless of the jurisdiction or governing body levying such Taxes, excluding only taxes based on Advectus' net income. If Advectus has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Advectus with a valid tax exemption certificate authorized by the appropriate taxing authority.

8.5. Late Payments

Any payments not subject to reasonable dispute that are late shall bear interest at a rate of 1.5% of the amount due (calculated daily and compounding on a monthly basis) or the

maximum rate permitted by law, whichever is less. If Customer disputes any payment amount, Customer must provide Advectus with written notice of the basis for its dispute, so that the parties may work together in good faith to attempt to resolve the dispute and bring Customer current as soon as possible. If the parties are unable to resolve the dispute within thirty (30) calendar days of Customer's written notice to Advectus, then Customer acknowledges and agrees that Advectus may suspend Customer's access as provided under Section 8.7, in addition to such other remedies it may have at law or in equity.

8.6. Email and Notices

Customer's email address(es) for communication and notice purposes relating to this Agreement are as set forth on the Estimate/Order Form. Customer agrees to accept emails from Advectus at that email address(es), or any additional or different email addresses set forth on any subsequent Estimate/Order Forms. Advectus may provide any and all notices, statements, and other communications to Customer through either email, posting on the Services (or other electronic transmission), or by mail or express delivery service to the Customer address(es) set forth on the Estimate/Order Form, and Customer agrees that Advectus' provision of notice through any of the foregoing methods shall constitute legal notice. Advectus recommends that the main and billing contact email addresses be group addresses (such as billing@customer.com) so that notices are reviewed promptly and not delayed due to the absence of one individual. Advectus may rely and act on all information and instructions provided to Advectus from any email address(es) for Customer set forth on any Estimate/Order Form.

8.7. Suspension; NetSuite Access

Notwithstanding anything to the contrary in this Agreement, Advectus may temporarily suspend Customer's access to any portion or all of the Services if: (i) Advectus reasonably determines that (a) there is a threat or attack on the Services; (b) Customer's or its Affiliate's use of the Services disrupts or poses a security risk to the Services or to any other customer or vendor of Advectus; (c) Customer or its Affiliate is using the Services for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (e) Advectus' provision of the Services to Customer is prohibited by applicable law; (ii) any vendor of Advectus has suspended or terminated Advectus' access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) Customer has failed to pay any undisputed fees when due subject to the provisions of Section 8.5 (any such suspension described in subclause (i), (ii), or (iii), a "**Service Suspension**"). Advectus shall use

commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Advectus shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Advectus will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or its Affiliate may incur as a result of a Service Suspension. Customer agrees that it shall have no right to lock out or otherwise prevent Advectus' access to Customer's systems under any circumstances, including Customer's NetSuite instance, and if this Agreement is terminated or expires, Customer agrees to reasonably cooperate and provide Advectus with all access requested by Advectus for Advectus to remove any software code of Advectus, including, without limitation, all code related to the Services, from Customer's systems and/or NetSuite instance.

9. Terms of Service and Product

9.1. NetSuite Terms of Service

Customer acknowledges and agrees it has read, understands, and agrees to be bound by the NetSuite Terms of Service (as may be updated from time to time) with email notification sent to Customer's email contact or other notice means described in Section 8.6 above.

Advectus agrees to provide the Services to Customer in compliance with NetSuite's Terms of Service (www.netsuite.com/portal/assets/pdf/terms-of-service-v032618.pdf) (the "**NetSuite Terms of Service**").

9.2. Internet Service, NetSuite Account

High-speed Internet connection and an active NetSuite, Inc. account giving access to all of the user licenses and modules are required to use the Services. Customer is responsible for procuring and maintaining the network connections that connect the Customer network with the Services, including but not limited to "browser" software that supports protocols used by Advectus, including Secure Socket Layer (SSL) protocol or other protocols accepted by Advectus, and to follow logon procedures for Services that support such protocols. Advectus is not responsible for notifying Customer of any upgrades, fixes, or enhancements to any such software. Advectus is not responsible for any compromise of data transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned or operated by Advectus.

10. Confidentiality & Internal Use

"**Confidential Information**" means all non-public, confidential, or proprietary information of a party, whether in oral, written, electronic, or other form or media, that a party designates in

writing as confidential or which, based on the nature of its subject matter or circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary, including without limitation a disclosing party's trade secrets, algorithms, know-how, and other confidential intellectual property, and all notes, analyses, compilations, reports, forecasts, studies, samples, data, statistics, summaries, interpretations, and other materials prepared by or for the receiving party that contain, are based on, or otherwise reflect or are derived from any of the foregoing in whole or in part.

Each party shall hold the other party's Confidential Information in confidence and will not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary to perform under this Agreement. Without limiting the foregoing, each party shall treat the Confidential Information of the other party with at least the same degree of care it uses to prevent the disclosure of its own Confidential Information, but in no event less than reasonable care. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the Confidential Information.

Confidential Information shall not include anything that the receiving party can prove (a) was generally available to the public at the time it was received the from the disclosing party, (b) was known to it, without restriction, at the time of disclosure, (c) is disclosed with the prior written approval of the disclosing party, (d) was independently developed by it without any use of the Confidential Information, (e) becomes known to it, without restriction, from a source other than the disclosing party without a duty of confidentiality to the disclosing party, or (f) is disclosed in response to an order or requirement of a court, administrative agency, or other governmental body; provided, however, that (i) the receiving party must provide prompt advance notice of the proposed disclosure to the disclosing party and (ii) any Confidential Information so disclosed shall otherwise remain subject to the provisions of this Section.

Subject to the applicable data protection laws, Customer grants Advectus the right to anonymize and aggregate information gathered from Customer and to use the anonymized and aggregated information gathered from Customer and Advectus' other customers to create normative data for purposes of providing additional services to its customers. This grant shall not authorize Advectus to provide third parties with information from which Customer's information might be derived.

11. Data Protection

Advectus will have access to personal data through NetSuite's on-line Business Application Suite and through direct contact with Customer. The parties recognize that personal data may be

collected, used, stored, disclosed, analyzed, modified, transmitted, or otherwise processed under or in connection with this Agreement.

Advectus will act as a controller, as such term is defined in the European Union ("**EU**") General Data Protection Regulation 2016/679 ("**GDPR**"), when processing Customer's employee or agent personal data. Customer acknowledges and agrees that, when Advectus acts as a controller, it will treat personal data in accordance with its Data Privacy Notice for Business Partners, available on Advectus' website.

Advectus will act as a processor, as such term is defined in GDPR, when providing the Services. The parties agree that the terms and conditions set forth in the Data Processing Addendum, available on Advectus' website, will govern such processing. Without limiting the foregoing, Customer represents and warrants that it has taken all required steps to ensure that Advectus may lawfully obtain the personal data for the purposes of providing services under this Agreement (including by having obtained all necessary consents and provided all necessary notices, where required).

Access to the Advectus I.A.P. is through NetSuite's on-line Business Application Suite, which is subject to Oracle Services' Privacy and Data Protection Policy, available at https://www.oracle.com/legal/privacy/services-privacy-policy/.

12. Termination

Either party may immediately terminate this Agreement and all issued Estimate/Order Forms in the event the other party commits a material breach of any provision of this Agreement which is not cured within thirty (30) days of written notice from the non-breaching party. Such notice by the non-breaching party shall expressly state all of the reasons for the claimed breach in sufficient detail so as to provide the alleged breaching party a meaningful opportunity to cure such alleged breach and shall be sent to the alleged breaching party at the email address listed in the Estimate/Order Form for notice (or such other email address as may subsequently be provided pursuant to this Agreement) or other notice means described in Section 8.6 above.

In the event Customer materially breaches the Agreement and fails to timely cure under this Section, Advectus shall have the right to immediately terminate Customer's access to the Services and shall only be required to reinstate Customer's access to the Services if the breach is thereafter cured. Any such termination of Customer's access to the Services shall be treated as a Service Suspension under Section 8.7, and the terms of that Section shall apply.

In the event of bankruptcy, insolvency, or liquidation of any party, the other party shall have the right to terminate this Agreement upon thirty (30) days written notice. Customer may also

terminate this Agreement upon thirty (30) days written notice if Advectus would cease to be a NetSuite Suite Cloud Development Partner (as may be re-named from time to time).

Customer's right and license to access and use the Services shall end upon expiration or termination of the applicable Estimate/Order Form pursuant to which the Services are provided and/or this Agreement, as applicable. If this Agreement is terminated by Customer for any reason other than a termination expressly permitted by this Agreement, then Advectus shall be entitled to all of the fees due under this Agreement for the then-current term. If this Agreement is terminated as a result of Advectus' material breach of this Agreement, then Customer shall be entitled to a refund of the pro rata portion of any subscription fees paid by Customer to Advectus under this Agreement for the terminated portion of the then-current term.

In the event of expiration or termination of this Agreement, and as contemplated by Section 4.2, Advectus shall have the continued right to access Customer's NetSuite instance for purposes of ensuring that Customer is no longer accessing or using the Services. Customer shall cooperate with Advectus as requested or needed to provide Advectus with access to Customer's NetSuite instance for such purposes, including notifying NetSuite/Oracle that Advectus has the right to access Customer's NetSuite instance to confirm Customer is no longer accessing or using the Services and the right to remove the Services, including all code related to the Services, from Customer's NetSuite instance. If Customer does not so cooperate or otherwise locks Advectus out of Customer's NetSuite instance, Advectus shall have the rights to specific performance and injunctive relief set forth under Section 4.2, subject to the terms of Section 4.2.

13. Warranties

13.1. Warranty of Functionality

Advectus provides a limited warranty of functionality as expressly provided in the NetSuite Terms of Service.

13.2. Disclaimer of Warranties

EXCEPT FOR THE WARRANTIES STATED IN THE NETSUITE TERMS OF SERVICE, ADVECTUS DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED, OR ERROR-FREE OR THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS FOR ALL PURPOSES OR THAT ALL ERRORS IN THE SERVICES AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE OVERALL SYSTEM THAT MAKES THE SERVICES AVAILABLE (INCLUDING BUT NOT LIMITED TO THE INTERNET, OTHER TRANSMISSION NETWORKS, AND CUSTOMER'S LOCAL NETWORK AND EQUIPMENT) WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN THE NETSUITE TERMS OF

SERVICE ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY ADVECTUS. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. EXCEPT AS STATED IN THE NETSUITE TERMS OF SERVICE, THE SERVICES ARE PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ARE FOR COMMERCIAL USE ONLY. WITHOUT PREJUDICE TO ADVECTUS' OBLIGATION TO COMPLY WITH (AND ENSURE THE SERVICES COMPLY WITH) APPLICABLE LAWS, ADVECTUS EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICES WILL SATISFY ANY STATUTORY OR REGULATORY OBLIGATIONS, OR WILL ASSIST WITH, GUARANTEE, OR OTHERWISE ENSURE COMPLIANCE WITH ANY APPLICABLE LAWS OR REGULATIONS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

14. Limitations on Liability

14.1. Exclusion of Consequential Damages

CUSTOMER AGREES THAT THE CONSIDERATION WHICH ADVECTUS IS CHARGING DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY ADVECTUS OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR LOST PROFITS OR REVENUE OR FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, COVER, SPECIAL, RELIANCE, OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND HOWEVER CAUSED, WHETHER FROM BREACH OF WARRANTY, BREACH OR REPUDIATION OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION FROM OR IN CONNECTION WITH THIS AGREEMENT (AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES TO THE MAXIMUM EXTENT PERMITTED BY LAW), OR OTHERWISE SHALL IN NO EVENT EXCEED THE DIRECT DAMAGE LIMITATIONS AS SET FORTH HEREIN.

14.2. Further Limitations

Except with regard to amounts due under this Agreement, either party's breach of Section 10 (Confidential Information) of this Agreement, or Customer's or its Affiliate's or its or their Users' breach of Section 6 (Restrictions) or Section 7 (Intellectual Property Rights & Limited License) of this Agreement, the maximum liability of either party to any person, firm, or corporation whatsoever arising out of or in the connection with any license, use, or other employment of the Services, whether such liability arises from any claim based on breach or repudiation of contract, breach of warranty, negligence, tort, statutory duty, or otherwise, shall in no case exceed the equivalent of twelve (12) months in subscription fees applicable at the time of the

event, and in the event of a breach of Section 10 (Confidential Information) of this Agreement, such maximum liability of either party shall be an amount equal to two (2) times the equivalent of twelve (12) months of subscription fees applicable at the time of the event. The essential purpose of this provision is to limit the potential liability of the parties for certain claims arising from this Agreement. The parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with making the Services available to Customer and that, were Advectus to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher.

14.3. Exceptions

THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 14 SHALL NOT APPLY TO EITHER PARTY'S INDEMNITY OBLIGATIONS. Certain jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to Customer.

15. Compliance with Laws

Customer represents and warrants that Customer's use of the Services shall comply with all applicable local, state, provincial, federal, and international laws.

16. Indemnification

Advectus shall indemnify and hold Customer and its Affiliates harmless from and against any and all claims made by and liabilities to third parties and related expenses (including reasonable attorneys' fees) arising from: (1) Advectus' breach of its confidentiality obligations under Section 10 of this Agreement; (2) Advectus' or its subprocessor's noncompliance with the Data Processing Addendum referenced in Section 11 of this Agreement; or (3) misappropriation or infringement of a third party's intellectual property relating to the Services, except any such claims that solely relate to (a) the combination of the Services with any third-party software or hardware that has not been delivered by or on behalf of Advectus if the infringement would have been avoided save for such combination, or (b) Customer's unauthorized use or modification of the Services.

Customer shall defend, indemnify, and hold harmless Advectus, its reseller, and its and their corporate affiliates and subcontractors, and each of its and their respective directors, employees, and agents, from and against any claims, damages, costs, liabilities, and expenses (including, but not limited to, reasonable attorneys' fees) arising out of: (1) Customer's breach of the terms of this Agreement, (2) Customer's alleged breach of the rights of any third party, and (3) claims that information that Customer provides to Advectus or its reseller is wrongfully possessed by Advectus or its reseller.

This mutual indemnification provision shall be subject to the limitations of liability contained in Section 14.

17. Dispute Resolution

17.1. Exclusive Dispute Resolution Mechanism

With the exception of any Intellectual Property Dispute (defined below), the parties shall resolve any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, enforcement, interpretation, or validity thereof (each, a "**Dispute**"), under the provisions of Sections 17.2 through 17.3. Section 17.2 is an express condition precedent to binding arbitration of any Dispute under Section 17.3.

17.2. Negotiations

A party shall send written notice to the other party of any Dispute ("**Dispute Notice**") to the email address(es) identified for notice in the applicable Estimate/Order Form. The parties shall first attempt in good faith to resolve any Dispute set forth in the Dispute Notice by negotiation and consultation between themselves. In the event that such Dispute is not resolved on an informal basis within thirty (30) calendar days after one party delivers the Dispute Notice to the other party (the last day of such time period, the "**Escalation to Arbitration Date**"), either party may initiate arbitration under Section 17.3.

17.3. Arbitration

If the parties cannot informally resolve any Dispute by the Escalation to Arbitration Date, the Dispute shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat, or legal place, of arbitration shall be London, England. The language to be used in the arbitral proceedings shall be English. The governing law of the contract shall be the substantive law of England and Wales. Any final and binding arbitration award may be entered and enforced in any court having jurisdiction. Each party shall be responsible for its share of the arbitration fees in accordance with the applicable Rules. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

Notwithstanding the generality of the foregoing, the parties may at any time, without prejudice to any other proceedings, seek to settle any Dispute in accordance with the ICC Mediation Rules.

17.4. Intellectual Property Disputes

In the event that a Dispute arises with respect to the inventorship, ownership, validity, enforceability, or patentability of any patent, trademark, copyright, or other intellectual property rights, or with respect to infringement or misappropriation of any such intellectual property rights ("**Intellectual Property Dispute**"), unless otherwise agreed by the parties in writing, such Intellectual Property Dispute need not first go through the procedures of Section 17.2 and shall not be submitted to arbitration under Section 17.3, and either party may initiate litigation or other proceedings in a court of competent jurisdiction or applicable intellectual property office with respect to said Intellectual Property Dispute.

18. International Nature of Communications

Customer acknowledges that in using the Services, Customer will be causing communications to be sent through international telecommunications networks, which are governed by international telecommunications law. Even communications that seem to be intrastate in nature can result in the transmission of international communications regardless of where Customer is physically located at the time of transmission. Customer acknowledges that the use of the Services may result in international data transmissions, with all of their consequences.

19. Assignment; Change in Control

This Agreement may not be assigned by Customer without the prior written consent of Advectus, and any purported assignment without such consent shall be void and of no effect, but may be assigned without Customer's consent by Advectus to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger.

20. Feedback

Customer may choose, or Advectus may invite Customer, to submit comments or ideas about the Services, including without limitation about how to improve the Services or Advectus' products ("**Feedback**"). By submitting Feedback to Advectus or its reseller, Customer agrees that Customer's disclosure is gratuitous, unsolicited and without restriction and will not place Advectus or its reseller under any fiduciary or other obligation, and that Advectus is free to disclose the Feedback on a non-confidential basis to anyone or otherwise use the Feedback without any additional compensation to Customer. Customer acknowledges that, by acceptance of Customer's submission, Advectus does not waive any rights to use similar or related ideas previously known to Advectus, or developed by its employees, or obtained from sources other than Customer. Customer further acknowledges and agrees that Advectus has no obligation to use any such Feedback.

21. General Provisions

21.1. This Agreement shall inure to the benefit of and bind the parties hereto, their successors, and their permitted assigns.

21.2. There are no third-party beneficiaries to this Agreement.

21.3. This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties, although Advectus reserves the right to name Customer as a user of the Services.

21.4. This Agreement, including all Estimate/Order Forms, shall constitute the entire understanding between Customer and Advectus regarding the Services, and is intended to be the final and entire expression of their agreement. The parties expressly disclaim any reliance on any and all prior discussions, emails, RFP's, and/or agreements between the parties. There are no other verbal agreements, representations, warranties, undertakings or other agreements between the parties with respect to the Services except any MSA signed by the parties. However, to the extent that any MSA conflicts with any terms of this Agreement, this Agreement shall control.

21.5. Under no circumstances will the terms, conditions, or provisions of any purchase order, invoice, or other administrative document issued by Customer in connection with this Agreement be deemed to modify, alter, or expand the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Advectus to object to such terms, provisions, or conditions, and any such document issued by Customer shall be deemed expressly rejected.

21.6. This Agreement may not be altered, amended, or modified except in writing executed by an authorized representative of each party, or by a properly executed Estimate/Order Form.

21.7. The failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

21.8. Neither party shall be liable for any loss or delay (including failure to meet the NetSuite Service Level Commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, pandemic, epidemic, terrorism, labor stoppage, Internet service provider failures or delays, civil unrest, war or military hostilities, or criminal acts of third parties, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event.

21.9. Sections 4.2 (Requirement to Provide Access to Customer's NetSuite Instance), 6 (Restrictions), 7 (Intellectual Property Rights & Limited License), 10 (Confidentiality & Internal

Use) (for ten (10) years), 11 (Data Protection), 13 (Warranties), 14 (Limitations on Liability), 15 (Compliance with Laws), 16 (Indemnification), 20 (Feedback), and 21 (General Provisions) of this Agreement shall survive the termination or expiration of this Agreement, as well as any other provisions of this Agreement which by their express terms are intended to survive.

21.10. No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision, or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision, or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

21.11. The section headings used in this Agreement are included for reference purposes only and shall not affect the meaning or interpretation of this Agreement in any way.

21.12. This Agreement is accepted and agreed to by the parties via their signature on the initial Estimate/Order Form, and any subsequent Estimate/Order Forms, which may be executed in counterparts and/or by facsimile or electronic signature and if so executed shall be equally binding as an original copy of this Agreement executed in ink by both parties.